

Crabby's Beach Wheels, Inc

Rental Agreement including Damage Responsibilities

This LEASE AGREEMENT (THIS Lease) made as of the date first indicated on the reservation, by and between Crabby's Beach Wheels, Inc (THE Owner) and the renter, as identified on the reservation (THE Renter). NOW THEREFORE, in consideration of the above recitals, and the premises, promises and covenants herein contained, and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree, each intending to be legally bound, as follows:

When engaging in the rental or use of Crabby's Beach Wheel, Inc equipment I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment during the rental period. I will follow all laws pertaining to my visit to the area and the beach.

1. Term: The term of this Lease shall follow the dates identified on the reservation (initial and expiration dates/hours). Time is of the essence in this Lease.

2. Inspection: The Renter acknowledges that he/she has inspected the Rented Items and is fully satisfied with the condition thereof and agrees to accept the same in its present "as is" condition "with all faults". The Owner or any representative of the Owner has not made any warranties or representations upon which the Renter relies with respect to the condition of the rented item(s), except as expressly provided herein.

3. Use of the Property: The Renter will use the Property in a good and careful manner and only for the purpose for which it was designed. The Renter will comply with all of the manufacturer's requirements and the recommendations respecting the Property and with any applicable law, whether local, state, or federal, respecting the use of Property. The chairs are made for one individual, only the individual listed as the rider is allowed in the chair.

4. Deposits: Deposit may be required. The details will be part of each individual reservation. The Owner keeps credit card on file when reservations are made to cover damage to equipment. The deposit amount will be non-refundable, in addition to any other remedies available to Owner at law or in equity. The parties acknowledge and agree that the deposit amount may not be sufficient to satisfy the damage to Owner/equipment. The Owner reserves all rights in law and in equity to recover from Renter for damage that exceed the Deposit Amount. Deposit is refundable if equipment is returned per reservation dates, without damage.

5. Delivery Fee: Renter agrees to pay the Owner the sum of the Delivery Fee, as identified in reservation, for the delivery of the rented equipment to the Renter and back to the Owner.

6. Payment: Payment is due in full at time of reservation. Renter agrees and authorized Owner to charge the payment to the credit card or by any means agreed (bank account, paypal) identified on the reservation. Any payment to the Owner which is returned due to insufficient funds, closed account, or for any other cause, shall be charged the highest NSF fee allowed by law.

7. Reservation cancellation/refund: Full refunds give for requests made 72 hours before your scheduled reservation. You must call 321-432-2855 to request the cancellation. If your reservation is canceled any time after this you will be charged for the reservation, full expense. The only exception is a state of emergency effecting beachside activities. If we feel that the conditions are unsafe we will cancel your reservation and you will not be charged for the time not used. High surf conditions may impact the rental of The "Salty Lightfoot" with the pontoons of in ocean floating, due to dangerous conditions. The safety of the rider is our first concern.

8. Requirements of Law: Renter shall comply with all laws, rules, ordinances and regulations of federal, state, county, city, and municipal authorities in the operation and use of the rented equipment. Without in anyway limiting the generality of the foregoing, the equipment shall not be operated on any sand dunes, over sea oats or other beach vegetation. Renter is solely responsible for any charges or damage brought forth by misuse of the equipment. Owner is in no way responsible for third party property damage. Any charges to Owner due to Renter misuse/abuse will be charged to Renter.

9. Destruction of Equipment: Renter shall pay all cost to repair or replace any of the equipment that is damaged, destroyed, or stolen. Renter assumes and shall bear the entire risk of loss, theft, destruction, or damage of the rented equipment or any part of the rented equipment. Without limiting the scope of the foregoing, RENTER ACKNOWLEDGES THAT THE RENTED EQUIPMENT MAY BE USED ON THE BEACH BUT THAT EXPOSING THE "KING" TO WATER MAY CUASE DAMAGE. THEREFORE, RENTER AGREES NOT TO OPERATE THE LEASED ITEMS CLOSE TO THE EDGE OF ANY BODY OF WATER (MUST STAY MINIMUM OF 10 FEET AWAY, RECOMMENDED 15 FEET) OR IN ANY MANNER SUCH AS TO EXPOSE THEM TO WATER. RENTER SHALL PAY ALL COSTS ASSOCIATED WITH WATER DAMAGE. THE NON-POWER CHAIRS CAN GO INTO SHALLOW WATER (THE "BLUE", "COCONUT", "PEA"). THE "SALTY LIGHTFOOT" CAN GO INTO WATER TO FLOAT; PERSON PUSHING THE CHAIR IS FULLY RESPONSIBLE TO CONTROL THE CHAIR AND MAINTAIN SAFETY OF THE RIDER WHEN IN THE OCEAN FLOATING. OWNER RECOMMENDS NOT MORE THAN 2' FEET OF WATER WITH A STRONG ABLE-BODIED INDIVIDUAL CONTROLLING THE CHAIR.

10: Damage Replacement Costs: Cost to replace damaged equipment is listed below: Please be aware these chairs are very expensive and should be treated with great care. They provide an amazing opportunity to individuals and misuse and abuse only hurts others and costs you money.

- a. The "Blue" Total cost of replacement: \$3000.00
- b. The "Coconut" Total cost of replacement: \$4300.00
- c. The "Salty Lightfoot" Total cost of replacement: \$3800.00
- d. The "Hermie" Total cost of replacement: \$1500.00
- e. The "Pea" Total cost of replacement: \$1300.00
- f. The "King" Total cost of replacement: \$8000.00

Individual common chair parts (additional parts may be damaged and require special replacement cost).

These are the most common parts that people abuse/lose.

- a. Wheels:
 - 49" each tire \$100.00
 - 42" each tire \$80.00
 - 30" each tire \$70.00
- b. Umbrella/support: \$180.00
- c. Armrest (complete arm): \$150.00
- d. Foot Plate: \$350.00
- e. Headrest: \$450.00
- f. Drink Holder: \$50.00
- g. Pontoon – pair: \$1100.00
- h. Sling materials: \$100.00
- i. The "King" parts:
 - Joystick: \$275.00
 - Motor 2 on chair: \$600.00
 - Complete Seat: \$625.00
 - Control board: \$550.00
 - Tires-tread each: \$150.00

Thank you for your visit and we hope you return again in the near future. Be sure to ask about our "Crabby Beach Club".

The Renter acknowledges that they read this rental and damage agreement. The electronic acknowledged of this document now holds you responsible for all content and policies.

Renter/Date acknowledged