

Vehicle# _____
 Date/Time Out _____
 Date/Time In _____



The Toy Barn of Florida, LLC

RELEASE, WAIVER AND INDEMNITY AGREEMENT

Email this document along with ID and auto insurance card to: reservations@thetoybarnfl.com
 Call **941-350-0776** with any questions

Renter/Driver Name 1: _____ Ins. Co. of Renter: _____
 Full RENTAL Address: _____
 Full HOME Address: _____
 Phone: _____ Add'l Phone: _____ Email Address: _____
 Driver's License #: _____ State Issued: _____ Expiration: _____ DOB: _____
 Renter/Driver Name 2: _____ Ins. Co. of Renter: _____
 Full RENTAL Address: _____
 Full HOME Address: _____
 Phone: _____ Add'l Phone: _____ Email Address: _____
 Driver's License #: _____ State Issued: _____ Expiration: _____ DOB: _____
 Renter/Driver Name 3: _____ Ins. Co. of Renter: _____
 Full RENTAL Address: _____
 Full HOME Address: _____
 Phone: _____ Add'l Phone: _____ Email Address: _____
 Driver's License #: _____ State Issued: _____ Expiration: _____ DOB: _____

IF THERE IS A NEED FOR ADDITIONAL DRIVERS, PLEASE FILL OUT A 2nd COPY OF THIS PAGE

Rental Fee: \$ _____ Delivery Fee: \$ _____ Other Equipment: \$ _____ Sales Tax: \$ _____ Total: \$ _____

I agree to pay the above charges and any additional charges that may occur while rental equipment is in my possession such as, but not limited to, additional days, traffic violations, parking tickets, fuel, mileage, taxes, etc:

X _____
 Renter Signature _____ Date _____
 X _____
 Renter/Driver 2 Signature _____ Date _____
 X _____
 Renter/Driver 3 Signature _____ Date _____

A security deposit charge will be placed on a credit/debit card or received in cash, to be refunded once the scooter/electric vehicle is returned undamaged. Any damage to the vehicle due to misuse or user error will be deducted from the deposit, including scratches, cosmetic damage, or wear to the tires due to locking up the brakes or skidding. If the deposit does not fully cover the damages, the renter will be asked to pay for those at the time the vehicle is picked up or returned or the damages will be further charged to the credit card used.

Scooters/Electric vehicles are not to be moved from delivery and pick-up address, other than under normal rental use, provided without express permission from The Toy Barn of Florida, LLC. Scooters must be returned with a full tank of gas OR A FULL CHARGE. If not, a refueling/recharging charge of \$20 per scooter will be charged to the credit card on file.

Scooters/Electric Vehicles that are returned to The Toy Barn of Florida, LLC in extremely dirty condition, i.e. sand on all surfaces, caked in mud, etc. will be charged a \$20 cleaning fee, to be charged to the credit card on file or subtracted from security deposit.

The undersigned hereby acknowledges having been informed by **The Toy Barn of Florida, LLC** that rental of scooters/electric vehicles are potentially hazardous and as such is willing to assume **ALL** risk of such hazardous activities.

For and in consideration of the rights and uses granted to Renters and their families by **The Toy Barn of Florida, LLC**, the undersigned Renter(s), individually and jointly with their families and users of the equipment, further agree to fully release, indemnify and hold harmless **The Toy Barn of Florida, LLC**, their principal, agents, guides, employees, successors and assigns, from any and all claims and/or lawsuits for negligence, personal injury, death, property damage, breach of contract, deceptive trade practice, fraud or any other causes of action brought by a renter, third party(ies), or another renter, arising out of or in any way related to the rights and privileges with the use of the equipment rented herein.

If **The Toy Barn of Florida, LLC**, their principals, agents, guides, employees, successors or assigns are made a party defendant to any litigation concerning the use of the equipment subject to this agreement, then Renters, individually and jointly, shall further indemnify **The Toy Barn of Florida, LLC** against any and all liability and damages by reason of the litigation, including reasonable attorneys' fees and expenses incurred by **The Toy Barn of Florida, LLC** whether or not the litigation is prosecuted to judgment.

It is my intention that this Release/Waiver and Indemnity Agreement binding me, my spouse, heirs, legal representatives and assigns, and anyone else who may make a claim on my behalf because of me as a result of my involvement or participation in any of the above mentioned hazardous activities even if I suffer a loss of money, property, health and/or life. I further agree that this agreement be binding regardless of who is at fault, including the negligence of **The Toy Barn of Florida, LLC** and/or any person that works for, or has any relationship with **The Toy Barn of Florida, LLC** whatsoever.

In the event that first aid and/or medical treatment is required due to my participation in connection with any of these hazardous activities, I agree that seeking medical attention, as well as, payment for any first aid/medical treatment is my full responsibility.

I AGREE TO THE REFUNDABLE SECURITY DEPOSIT IN THE AMOUNT OF \$_____, AND TO ASSUME RESPONSIBILITY AND PAY FOR ANY AND ALL DAMAGES TO RENTAL EQUIPMENT OCCURRING WHILE SAID EQUIPMENT IS IN MY POSSESSION AND IN MY CONTROL. I will answer my phone/call The Toy Barn back within 1 hour of receiving a phone call on the day that the electric vehicle is to be picked up, or agree to pay a \$25 fee. _____ Initials

I agree that if I am unavailable for pickup or return the equipment late, I will be charged \$75 for each additional day used per rental item. _____ Initials

I understand and agree that this Release/Waiver and Indemnity Agreement is intended to provide **The Toy Barn of Florida, LLC** the maximum protection that the State of Florida permits and that if any part of the Agreement is to be invalid, the remaining provisions shall continue in full force and legal effect. _____ Initials

I have been informed of the rules, regulations, city ordinances and state laws regarding my operation of scooters/electric vehicles that I have rented. _____ Initials

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND WHAT IS CONTAINED HEREIN. I CONFIRM MY AGREEMENT WITH THIS CONTRACT BY SIGNING BELOW.

X _____
Renter Signature _____ Date

X _____
Renter/Driver 2 Signature _____ Date

X _____

Renter/Driver 3 Signature

Date

ELECTRIC VEHICLE RULES

DO NOT drive electric vehicles on wet sand/water(DO NOT DRIVE ON THE BEACH! WE WILL KEEP YOUR SECURITY DEPOSIT!) [redacted] Initials

All drivers of scooters must be 16 years of age and have a valid driver's license and automobile insurance. Renter will also be required to provide proof of automobile insurance and ID to be kept on file. 1 HELMET is provided with each electric vehicle. This is to be worn at all times of operating the vehicle. If a second helmet is required for an additional rider, please state that before delivery is made. Missing or damaged helmets will be charged at a rate of \$40 per helmet. [redacted] Initials

Keep tire pressure within 2 PSI of the tire's max PSI rating. If a tire is punctured by a nail or other road debris and loses tire pressure, renter will have the tire fixed or agrees to pay a \$50 fee for management to fix tire during a service call (management will only make service calls within the Sarasota city limit) [redacted] Initials

DO NOT drive electric vehicles on highways, roads, or on the beach, where vehicles or scooters are not permitted. **DO NOT** drive the electric vehicle on major highways or roads where the speed limit is over 55 MPH. **DO NOT** consume any alcoholic beverages while driving electric vehicles. [redacted] Initials

DO NOT leave electric vehicle in gear or leave keys in the vehicle while unattended. **BLOCK ELECTRIC VEHICLE IN** at night and lock steering column to prevent theft. [redacted] Initials

If you experience any problems with your electric vehicle after 7 p.m., you must wait until 8 a.m. the following morning to call our office for assistance. You are responsible for securing a safe spot for the electric vehicle until you can contact our office and we are able to inspect the vehicle.

****ANY INFRACTION OF THESE RULES/REGULATIONS MAY RESULT IN A TICKET, FINE, AND/OR FORFEIT OF DEPOSIT AND/OR RENTAL FEE. WE MAY ALSO BILL YOUR CREDIT CARD FOR THE ADDITIONAL FEES ASSOCIATED WITH ANY TICKET, FINE OR DAMAGES TO THE CART RESULTING FROM FAILURE TO FOLLOW THESE RULES.**

X	[redacted]	[redacted]
	Renter Signature	Date
X	[redacted]	[redacted]
	Renter/Driver 2 Signature	Date
X	[redacted]	[redacted]
	Renter/Driver 3 Signature	Date

List of All Rental Equipment Desired

(Add anything that you would like to rent here)

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a guide for writing. There are no margins, text, or other markings on the paper.