



The Toy Barn

RELEASE, WAIVER AND INDEMNITY AGREEMENT

Email this document along with ID and auto insurance card to: reservations@ttbrentals.com

Call **941-350-0776** with any questions

Rental Dates: _____

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

WARNING

COMPLIANCE - You and any drivers of the vehicle described on this rental agreement are responsible for the following:

1. **UNAUTHORIZED DRIVERS** - This vehicle cannot be driven by any person other than the Renter(s) listed above.
2. **IN CASE OF ACCIDENT** - You may be held responsible for all damages if you fail to provide a police report within 15 days.
3. **D.W.I.** - I do hereby certify that if I or anyone else driving this vehicle is cited or convicted of driving under the influence of drugs or drunken driving, that I assume all responsibility.
4. **ALL PARKING TICKETS/TRAFFIC VIOLATIONS** - Are the full responsibility of the renter(s).
5. **VEHICLE INSPECTION** - Before and after renting vehicle, both Agent and Renter shall inspect vehicle for physical damage and note any damage on this rental agreement.

I AGREE TO ADHERE TO THE WARNINGS, TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND TO RETURN THE VEHICLE TO LESSOR ON OR BEFORE RENTAL EXPIRATION DATE AND AT PLACE SPECIFIED. The Valid and collectible Liability Insurance and Personal Injury Protection of any and authorized rental or leasing driver is primary for the limits of liability and persona injury protection coverage required by SS.324.021 (7) and 627.736, Florida Statutes. VEHICLES ARE PROHIBITED FROM ROADS WITH POSTED SPEEDS IN EXCESS OF 45 MPH.

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

X _____
Renter/Driver 1 Signature Date

X _____
Renter/Driver 2 Signature Date

X _____
Renter/Driver 3 Signature Date

Rental Agreement Terms and Conditions (Back Page)

1. **Definitions:** "Agreement" consists of all terms and conditions found on both sides of this form, any addenda and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on Page 1, any person signing this Agreement, any Authorized Renter and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the Vehicle owner/lessor referred to on Page 1 of this Agreement. "Authorized Renter(s)" means you, the renter's spouse, any additional renter(s) who have signed this Agreement, and any other driver authorized by the law of the state where the Vehicle is rented, provided that the person has a valid driver's license and is at least 22 years of age, unless the law of the state where the Vehicle is rented requires otherwise. "Vehicle" includes the automobile identified in this Agreement and any substitute, and all its tires, tools, accessories, equipment, keys, and vehicle documents. "PDW" means Physical Damage Waiver. "Physical damage": means all damage to, or loss of, the Vehicle caused by collision or upset; it does not include damage to, or loss of, the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. "Loss of use: means the amount calculated by multiplying the number of days/weeks/months from the date of damage to the Vehicle until it is repaired times the periodic rental rate shown on Page 1.
2. **Our Property:** This Agreement is a contract for the rental of the Vehicle. You are not our agent. You acquire no rights other than those expressly stated in this Agreement. WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REFERRING TO THE VEHICLE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You Waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.
3. **Prohibited Uses:** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, proscription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a crime; (e) to carry persons or property for hire; (f) to tow or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; or (p) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle. Smoking is not permitted in the Vehicle, PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE WHERE PERMITTED BY LAW).
4. **Breach of Agreement; Unauthorized Use:** If you violate the terms of this Agreement, including those listed in paragraph 3, above, and any unauthorized use of the vehicle, you will be liable for all damage to, including loss of use of the vehicle. Any breach of this agreement also voids any insurance coverage. Giving the vehicle to an unauthorized driver also terminates our liability insurance coverage, if any.
5. **Condition and Return of Vehicle:** Renter must return the vehicle to our rental office at the date and time specified. The vehicle remains subject to the terms and conditions of this agreement until it has been inspected and accepted by us. If renter returns the vehicle after hours, renter is still responsible for any damage to the vehicle until it has been inspected and accepted by us on the next business day, including theft. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You will check and maintain fluid levels and will pay for all damage to the vehicle due to driving with low fluid levels.
6. **Responsibility for Damage or Loss:** If you do not accept and pay for PDW, or if PDW is voided, you are responsible, and will pay us on demand, for all missing equipment, damage to, or loss of, the Vehicle, loss of use of the Vehicle while it is being repaired, diminution of the vehicle's value caused by damage to it or repair of it, and all administrative costs we incur due to damage to, or loss of, the Vehicle, for which we are entitled by law to recover, regardless of whether or not you are at fault. If you accept and pay for PDW, and if PDW is not voided, your liability for physical damage will be limited to the amount indicated on Page 1 of this Agreement; you will still be responsible for all missing equipment and damage to, or loss of, the Vehicle, other than physical damage, for which we are entitled by law to recover.
7. **Insurance:** RENTER AGREES TO MAINTAIN AUTOMOBILE INSURANCE during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage:
 - a. Bodily injury and property damage liability coverage;
 - b. Personal injury protection, no-fault, or similar coverage where required;
 - c. Uninsured/underinsured coverage where required, and
 - d. Comprehensive and collision damage coverage extending to the rental vehicle.

Renter's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the renter is providing automobile insurance, we are not. In states where the law requires us to provide insurance we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The renter's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States and Canada. Renter must obtain written permission, and purchase special liability insurance, to use or operate the rental vehicle in Mexico. Where permitted by law, renter rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. Any breach of this agreement will void insurance coverage.
8. **Charges:** You will pay us on demand for: (a) time and mileage for the period during which you keep the Vehicle, plus our computation of actual mileage if the odometer or its seal is tampered with; (b) PDW, when we are allowed by law to offer it and you accept it; (c) gasoline, if you return the Vehicle with less gasoline than when rented; (d) applicable sales, use and other taxes; (e) loss of, or damage to, the Vehicle, which, includes the cost of repair or the retail value of the vehicle based on any valuation method accepted by the auto insurance industry on the date of the loss, if the Vehicle is not repairable, plus loss of use, diminution of the Vehicle's value caused by damage to it or repair of it, and any admirative fees, where allowed by law; (f) all fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us during your rental, unless these expenses are our fault; (g) all expenses we incur in locating and recovering the Vehicle, if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre and post-judgment attorney fees, we incur collecting payment due from you or otherwise enforcing our rights under this Agreement; (i) 1 ½% per month interest, or the maximum amount allowed by the laws of the state where the Vehicle is rented, for monies due us but not paid upon return of the Vehicle; and (j) \$2/mile for every mile between the renting location and the place where the vehicle is returned or abandoned.
9. **Deposit:** We may use your deposit to pay any amounts owed to us under this Agreement.
10. **Your Property:** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence.
11. **Modifications:** No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the vehicle to our rental office for inspection and written amendment of the due-in date.
12. **Miscellaneous:** No waiver by us of any breach of this Agreement will constitute a waiver of any additional breach or waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights, under this Agreement will not constitute a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us are merged into this Agreement.
13. **Examination Under Oath (EUO):** Renter, additional renter and any other drivers or passengers must submit to an examination under oath (EUO) to help with the investigation of any claim or accident at the request of the insurance company.

I HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS ABOVE: INITIALS OF ALL DRIVERS: _____

A security deposit charge will be placed on a credit/debit card to be refunded once the vehicle is returned undamaged. Any damage to the vehicle due to misuse or user error will be deducted from the deposit, including scratches and cosmetic damage. 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. Vehicles are not to be moved from delivery and pick-up address provided, except under normal rental use, without express permission from The Toy Barn.

Return electric vehicles with a FULL CHARGE. A charge of 60% or less will result in a charging fee to be deducted from your security deposit. DAILY RENTALS ARE EXCLUDED FROM THIS (see page 4 for exact charges)

Vehicles that are returned to The Toy Barn in extremely dirty condition, i.e., trash in glove compartment, sand on all surfaces, 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** that the rental of ETR 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**, 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**, 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**, 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** against any and all liability and damages by reason of the litigation, including reasonable attorneys' fees and expenses incurred by **The Toy Barn** 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** and/or any person that works for, or has any relationship with **The Toy Barn** 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 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 vehicle is to be picked up, or agree to pay a \$25 fee. I agree that if I am unavailable for pickup or return the vehicle late, I will be charged for each additional day used. [REDACTED] INITIALS

I understand and agree that this Release/Waiver and Indemnity Agreement is intended to provide **The Toy Barn** 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. [REDACTED] INITIALS

I have been informed of the rules, regulations, city ordinances and state laws regarding my operation of any vehicles I have rented. [REDACTED] 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 [REDACTED]
Renter/Driver 1 Signature Date

X [REDACTED]
Renter/Driver 2 Signature Date

X [REDACTED]
Renter/Driver 3 Signature Date

LOW SPEED VEHICLE (LSV) RULES

1. All drivers must be 21 years of age and have a valid driver's license and automobile insurance. Renter will also be required to provide proof of automobile insurance/ID and a copy will be kept on file. [REDACTED] INITIALS
2. It is the SOLE RESPONSIBILITY OF THE PRIMARY RENTER that the vehicle is ready for pick up and FULLY CHARGED on the last day of your rental period, at the time agreed upon with The Toy Barn. DAILY RENTALS ARE EXCLUDED FROM THIS. Charges are as follows for a low charge percentage: BELOW 60% but above 30%=\$25, BELOW 30%=\$35. [REDACTED] INITIALS
3. The primary renter and authorized add'l renters agree to confirm that all passengers are SEATED and SAFELY BELTED in before the vehicle is put into motion. NO STANDING while the vehicle is in motion or when parked. You are responsible for maintaining proper weight distribution of your passengers in the vehicle. The primary renter and authorized add'l renters agree that no pets shall be permitted in the ETR. The primary renter and authorized add'l renters are prohibited from wearing any kind of headset for a music playing device while driving the vehicle. Use of cell phone is prohibited while operating the ETR. The primary renter and authorized add'l renters agree to give the right of way to faster moving traffic when this can be done safely. DO NOT leave vehicle in gear or keys in the ignition while unattended. BLOCK vehicle in and remove keys at night to prevent theft. The primary renter and add'l renters are responsible for maintaining the proper charge so the vehicle can be returned to the renting location. [REDACTED] INITIALS
4. DO NOT drive ETR on highways, roads, on the beach, over curbs, bike paths, or sidewalks or where vehicles are not permitted. The primary renter and authorized add'l renters understand and agree that the rented ETR must be operated adhering to all normal rules of the road. OFF-ROADING IS PROHIBITED. DO NOT drive the vehicle on major roads or on roads where the speed limit is over 45 MPH. DO NOT consume ANY alcoholic beverages while driving LSV. [REDACTED] INITIALS
5. The primary renter and authorized add'l renters accept responsibility for any charges to their credit card for the recovery of a vehicle that was not able to return to the renting location because of the following:
 - a) Low charge
 - b) Vehicle was impounded
 - c) Any vehicle that required repossession [REDACTED] INITIALS

****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 VEHICLE RESULTING FROM FAILURE TO FOLLOW THESE RULES. Failure to return rented vehicles/equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the vehicles/equipment) are *prima facie* evidence of intent to defraud, punishable in accordance with section 812.155, Florida Statutes.**

By signing this document, the primary renter and additional renters are attesting that they have read this addendum in full, understand it and agree to the terms of this addendum in addition to all terms on both sides of page 1 of the rental agreement.

X	[REDACTED]	[REDACTED]
	Renter/Driver 1 Signature	Date
X	[REDACTED]	[REDACTED]
	Renter/Driver 2 Signature	Date
X	[REDACTED]	[REDACTED]
	Renter/Driver 3 Signature	Date