

City Wide Slingshot Rentals

1865 41st Street Astoria, NY 11105
 CityWideSlingshots.com - 347-593-5712

1. AGREEMENT OF RENTAL OF VEHICLE entered into between Imagine Lifestyles, LLC, Mee Enterprises, LLC, Movement Enterprises, LLC, City Wide Slingshots, Philly Slingshots, Thomas Messenger, CW Rentals, LLC, collectively the "Lessor" and

collectively "Lessee" _____ "Renter" and/or "Authorized Driver",

2. DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply:
- a. "Lessor" means collectively: Imagine Lifestyles, LLC, Mee Enterprises, LLC, Movement Enterprises, LLC, City Wide Slingshots, Philly Slingshots, Thomas Messenger, and or CW Rentals, LLC.
 - b. "Lessee" means any person, Renter and/or Authorized Driver, in a manner obligated under this Agreement for the lease or hire of a passenger vehicle from Lessor.
 - c. "Renter" and/or "Authorized driver" means (i) the Lessee, (ii) the renter, (iii) the renter's spouse if that person is a licensed driver and satisfies the Lessor's minimum age requirement, and (iii) a person expressly listed by Lessor on the Renter's Agreement as an authorized driver.
 - d. "Rental Agreement" and "Agreement" means this Rental Agreement consisting of 2 pages and including any addendums.
 - e. "Vehicle" means the automobile, autocycle ("slingshot"), motorcycle, boat, jet or truck subject to this Agreement.
 - f. "Electronic surveillance technology" means a technological method or system used to observe, monitor, or collect information, including telematics, Global Positioning System (GPS), wireless technology, or location-based technologies. "Electronic surveillance technology" does not include event data recorders (EDR), sensing and diagnostic modules (SDM), or other systems that are used either:
 - i. For the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on the rental vehicle.
 - ii. As part of the vehicle's airbag sensing and diagnostic system in order to capture safety systems-related data for retrieval after a crash has occurred or in the event that the collision sensors are activated to prepare the decision-making computer to make the determination to deploy or not to deploy the airbag.
 - g. "Estimated time for replacement" means the number of hours of labor, or fraction thereof, needed to replace damaged vehicle parts as set forth in collision damage estimating guides generally used in the vehicle repair business.
 - h. "Estimated time for repair" means a good faith estimate of the reasonable number of hours of labor, or fraction thereof, needed to repair damaged vehicle parts.

3. TERMS AND CONDITIONS. By executing this Agreement, Renter and Authorized Driver(s) agree to the terms and conditions of this Agreement as follows:
- a. No one may operate, use or drive the Vehicle except those individuals expressly listed on this Agreement as Lessee, Renter and/or Authorized Driver(s).
 - b. Except in the State of New York, Lessee(s) represent and agree that they are of at least 25 years of age.
 - c. Except in the State of New York, Lessee(s) further agree that no person under the age of 25 shall operate Vehicle.
 - d. If applicable, an Underage Primary Driver Fee, as indicated in this Agreement, may apply for Lessees under age 25.
 - e. All accidents, tickets, and incidents shall be reported to Lessor in a reasonable amount of time not to exceed 24 hours, and when it safe to do so.
 - f. All traffic and parking violations are responsibility of Lessee.
 - g. Lessee shall be responsible for all fines, towing, storage, lost keys, and penalties until vehicle is returned to Lessor's location.
 - h. Smoking is PROHIBITED in the Vehicle at all times. A cleaning fee will apply for violation of this term.
 - i. Lessee is fully liable for all theft of Vehicle if keys are left in Vehicle.
 - j. The Vehicle shall not be driven outside the United States.
 - k. The Vehicle may be equipped with Electronic Surveillance Technology that allows Lessor to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle's use during your rental, including fuel usage and miles driven. By entering into this Agreement you consent to our use of such Electronic Surveillance Technology during your rental as permitted by applicable law.
 - l. Should rental Vehicle as stated in the Agreement be unavailable to Lessee for any reason, Lessee agrees that Lessor in its sole discretion may substitute rental Vehicle for another vehicle of equivalent or better make and model.

The Lessee shall not drive or remove the vehicle from the states of Delaware, New Jersey, New York, Connecticut, and Pennsylvania, without the express prior written consent of Lessor.

Additional States: _____

Renter Initial: _____ Employee Initial: _____

Payment Name:	CC	WIRE	CASH	INV
CC#	EXP Date:	CID#		

CC Signature: _____

Optional Damage Waiver is designed to alleviate the cost of certain incidental damages. A complete list of ODW covered items can be found on the reverse of this contract in the ODW section. ODW is not an insurance policy. Please initial below to accept or decline purchase of this protection.

Accept Purchase: _____ Decline Purchase: _____

Security Deposit Name:	CC	WIRE	CASH	INV
CC#	EXP Date:	CID#		

CC Signature: _____

Cash Security Deposit: \$ _____ Initial: _____ IL Ini: _____

Cash Amount Returned: \$ _____ Initial: _____ IL Ini: _____

Final Signature: By signing below the renter agrees to be bound by this contract in its entirety, including front, back, and all attached pages.

Signature: _____

SECURITY DEPOSIT. Lessee shall deposit with Lessor the sum as indicated in this Agreement to be used as a Security Deposit against the rental Vehicle. To the extent permitted by law, Lessor will hold the security deposit for the faithful performance by Lessee of his obligations under this Agreement, including payment of the daily rental charge(s), repair of damages to the Vehicle outside ordinary wear and tear caused by Lessee or other authorized driver(s), and to reasonably remedy any default in Lessee's obligation under this Agreement. Should Security Deposit be used to remedy any default or reimburse Lessor for any damage to Vehicle, Lessor shall provide an itemized written estimate, or costs of repairs, and/or list the Security Deposit amount withheld due to any other breach of this Agreement within five (5) business days to Lessee. If Lessee disagrees with the amount withheld, Lessee shall notify Lessor in writing within seven (7) business days, whereby the parties agree to resolve the amount in dispute in good faith within nine (9) business days. If no resolution is acceptable to the parties at the expiration of the allotted seven days, then the parties agree to submit the matter to arbitration per this Agreement's Arbitration Provision.

VEHICLE INSPECTION. Vehicle inspection will be completed during check-in and check-out, and a final inspection will be completed after the vehicle has been returned to Lessor's showroom and thoroughly cleaned. Lessee shall be held responsible for any additional damages discovered during that time.

DELIVERY AND RETURN. The vehicle shall be regarded as having been delivered in good order and repair and without any damage. Any damage not reflected on the rental vehicle inspection of the Agreement and initiated by both parties will be regarded as new damage. Said damage will be charged to Lessee as per these rental terms and conditions. The Vehicle shall be returned to Lessor in the same condition as received and at the location where the vehicle was collected unless otherwise indicated. Lessor, shall at its sole discretion, on the expiry of this contract be entitled to take possession of the vehicle at any location or from whom so ever may be in possession. Any costs incurred by Lessor to retrieve the Vehicle will be charged to Lessee. The Vehicle shall be returned to Lessor no later than time agreed, which shall be 24 hours from the time of delivery, unless otherwise agreed upon. A one-hour grace period shall apply upon return; failure to return Vehicle after such grace period will result in a late charge equal to the daily rental rate agreed upon in this Agreement.

FUEL AND SERVICE CHARGES. Renter agrees to accept fuel at the levels indicated upon pick up, and to return the Vehicle with a full tank of fuel, or to the same levels as pick-up. Renter shall be responsible for all costs of fuel and no credit or refund for fuel will be given at time of return.

OPERATION AND USE OF VEHICLE. If the Vehicle is driven by anyone other than the Lessee, then, without derogating from any rights or remedies, which Lessor may have; the Lessee shall remain liable for all his obligations in terms of this Agreement and shall be liable to Lessor as if he had been the driver. Lessee warrants that himself or any other person whose blood alcohol concentration exceeds the limit permitted by any applicable law or statute will not drive the Vehicle, or whilst under the influence of intoxicating liquor or narcotic, and that Lessee has a valid driver's license. Lessee agrees to comply with all applicable motor vehicle laws, and will comply in all respects to the laws applicable to Lessee and the provisions of this Agreement, including but not limited to use of safety helmets, gloves, goggles and other safety personal protective equipment applicable to the vehicle. The Lessee shall not drive or remove the vehicle from the states of Delaware, New Jersey, New York or Pennsylvania, without the express prior written consent of Lessor. Should vehicle be taken outside the express states listed without the prior written consent of Lessor a charge of \$3.00 per mile shall be assessed to all miles located outside those states, this is in addition to the rate agreed upon by Lessee at time of rental. Lessor accepts and agrees to be held fully liable for any damage caused by INSUFFICIENT

CLEARANCE (height or width) and that Lessor does not provide any insurance coverage or Collision Damage Waiver ("CDW") for this. Lessor is responsible for damages and repairs to TIRES and CLUTCH, outside normal wear and tear, by damage caused by improper use and unsafe driving. Lessee shall use the correct fuel as indicated by Lessor and vehicle manual. Lessee shall make adequate provision for the safety and security of the vehicle, in particular, but without limiting the generality of the aforementioned, Lessee shall keep the vehicle properly locked, secured and any anti-theft device supplied by Lessor shall be used when the vehicle is not in use.

ASSUMPTION OF RISK, INJURY OR DEATH To the extent permissible by law, Lessee is aware of and agrees to voluntarily assume the DANGERS AND RISKS OF SERIOUS BODILY INJURY, DAMAGE, OR DEATH that exist or may arise in Lessee's use of the vehicle, the vehicle's equipment and Lessee's exercise of his obligations under this Agreement which could be or may be caused by loss of vehicle control, collisions, mechanical failure, road conditions, Lessee's own negligent acts, the negligent acts of other riders or passengers, and the potential negligence of the operator, including the failure to adequately screen, train, warn, or otherwise protect Lessee from all these risks. Lessee's participation in such activities and or use of such vehicle and vehicle equipment may result in injury or illness including, but not limited to, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND OR DEATH; Lessee has received appropriate and thorough safety instructions and a vehicle review including its handling, safety features, risks, hazards, instructions and warnings and am comfortable and confident in my ability and knowledge to handle the vehicle under this Agreement in accordance with such safety instructions and warnings on the vehicles and in accordance with the safety training provided and should Lessee have any questions, Lessee will ask or has already asked Lessor before operation of such vehicle.

PROHIBITED USES. Vehicle shall not be used (i) in violation of any law, ordinance or regulation; (ii) by any person who is under the influence of intoxicant, narcotics or drugs; (iii) for any business purposes, ride sharing, conveyance (people or goods), to propel or tow any vehicle, any motor sport and high-risk activity or in any area where there may be high risk; and (iiii) in any race, burnout, peel out, test, or any competitive event. Lessee is prohibited from installing bumper, clamp-on, or other type of trailer hitch, without the Lessor's consent. Lessee shall not permit any repairs to the Vehicle or suffer any lien to be placed upon it, without the prior written consent of Lessor. In NO EVENT SHALL Lessee sub-rent or release the Vehicle to another person or Corporation. If the vehicle is obtained by Lessee by fraud or misrepresentation or is obtained or used in furtherance of any illegal purpose, all use of the Vehicle is a breach of this Agreement and without Lessor's permission. The Foregoing conditions are cumulative and each of them shall apply to every use, operation or driving the vehicle. Lessee and/or additional Lessee agree to indemnify and reimburse Lessor for all damages sustained by the Lessor as a result of said vehicle being used in a manner which can be characterized as prohibited use under the aforementioned "Prohibited Use" Clause.

DRIVING RECORDS. Lessee agrees that upon execution of this Agreement, but before the transaction is complete, Lessor may contact the issuing Department of Motor Vehicles ("DMV") or Motor Vehicle Commission ("MVC") to perform a driver's license verification for Lessee and additional drivers. Lessor reserves the right to deny rental if the driving history reveals any of the following: invalid, expired, suspended or revoked license; one or more convictions for reckless driving, DUI, DWI or DWAI within 48 months; failure to report an accident/leaving the scene of an accident within 36 months; possession of stolen vehicle or use of a vehicle in a crime; three or more convictions for moving violations within 24 months (excluding seatbelt violations); two or more accidents within 36 months; and other activities that suggest an unsatisfactory driving record.

PASSENGER CAPACITY. The Passenger Capacity of the Vehicle is determined by the number of seatbelts and by law must not be exceeded. While in the Vehicle, please fasten your seatbelt and abide by all laws regarding seatbelts and their use.

TOLLS. You are responsible to pay all tolls. For your convenience we may offer EZ Pass or equivalent electronic toll payment system, which you will be automatically billed if used. If you choose not to use EZ Pass or equivalent, please make payment directly to the toll authority. Please inquire as to whether your vehicle is equipped with an EZ Pass or equivalent.

- a. IN DELAWARE, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, AND PENNSYLVANIA, only vehicles equipped with an EZ Pass transponder may access the cashless toll lanes.
- b. Certain toll roads do not accept cash. If you travel on such a toll road without an EZ Pass transponder or equivalent, you will be required to pay through other specified means or incur toll violations for which you will be responsible.
- c. FAILURE TO PAY ALL TOLLS MAY RESULT IN A TOLL VIOLATION. You will be charged for any toll/parking/traffic violation fines/penalties incurred, plus administrative fees. You authorize us to release your billing information to EZ Pass or the equivalent toll authority to process any bill, toll violations, administrative changes, and service fees.
- d. **AMOUNT DUE LESSOR.** Lessee shall pay Lessor on demand as follows:
- e. All time mileage charges, if applicable, as computed in this Agreement with mileage determined by reading the factory installed vehicle odometer. Lessee shall NOT detach the odometer and shall pay for its repair or replacement if tampered with;
- f. All amounts due under this agreement, including but not limited to, any and all rental fee amounts indicated, along with the mileage charge agreed upon by the parties, any other basic or minimum rental rate, service, collision damage waiver, and other charges as indicated in this Agreement;
- g. Refueling charge if the vehicle is returned with less gasoline than when rented;
- h. All use, excise, or other applicable taxes, and all liens, penalties, forfeitures, court cost and out-of-pocket expenses incurred by Lessor with respect to Lessee's use of the vehicle including parking, traffic, or other violations assessed against Lessor, the Vehicle, or Lessee, plus a reasonable service charge, unless due to Lessor's fault; and
- i. Lessor's cost and expenses including reasonable attorneys fees and expenses, incurred in collecting any monies due pursuant to this Agreement;
- j. Lessor's costs and expenses for repairing Vehicle if damaged by Lessee regardless of fault, and in the event of damage to the vehicle, charges for Loss of Use as defined in Section 16 of this Agreement, or the maximum allowable under the law; and
- k. Where permitted by law, Lessor's costs and expenses for recovery of the vehicle, regardless of fault, which resulted from an accident, theft, or any violation of this Agreement. Lessee agrees not to charge back or dispute on his/her credit card any amounts charged for rental, repair, damages, and/or Loss of Use pursuant to this Agreement and agrees to pay a reasonable administrative cost on any credit card chargebacks, plus reasonable attorney's fees and expenses for collection of the same.

CREDITS AND CHARGES. In the event Lessee directs Lessor to bill charges hereunder to any other person or organization, Lessee shall be jointly and severally liable for such charges and in the event that such other person or organization fails to make immediate payment of said charges Lessee will, upon demand of Lessor, promptly pay said charges within two (2) business days. Lessee expressly authorizes Lessor to process a credit card voucher, if any in his name for charges made hereunder. Lessee agrees to pay lessor interest at the maximum allowable rate allowed by law per month on any monies outstanding and due by Lessee, and on any account outstanding over 30 days.

LIABILITY FOR DAMAGES AND THEFT. Where permitted by law, in the event of any damage to Vehicle during rental period whether or not attributable to Lessee through his own willful, wanton, reckless, negligence, or otherwise normal operation of the Vehicle, Lessee agrees to pay for repair of any damages. Lessee authorizes Lessor to charge rental's credit card for all repair costs, Lessor's loss of use costs, diminution in value, and towing costs as outlined in this section associated with such damage, where permitted by law.

- l. Lessee, upon accident or theft of Vehicle, shall file an official report of the accident or theft with the police or other law enforcement agency within 24 hours of learning of the accident or theft and agrees to reasonably cooperate with Lessor, the police, Lessor's insurance carrier, or other law enforcement agency in providing information concerning the accident or theft.
- m. The repair costs will be estimated by a mechanic or repair facility of Lessor's sole choosing, and Lessee agrees that the repair costs will be charged based upon this estimated time of repair before the repairs are made. In the event the actual repair costs are less than the estimate, any savings will be returned to Lessee.
- n. Lessee agrees that the Loss of Use costs shall be calculated as the daily rental rate of the vehicle pursuant to amount stated in this Agreement multiplied by the number of days the car is unavailable for Lessor's rental use due to the repairs required from damages sustained during the rental of the Vehicle by Lessee, or the maximum amount permitted by law, whichever is greater.
- o. Unless prohibited by law, Lessee agrees to be held liable due to theft of rented Vehicle up to its fair market value, as determined in the customary market for the sale of that vehicle, provided that the Lessee failed to exercise ordinary care while in possession of the vehicle. Otherwise, Lessee's liability for theft of Vehicle shall be limited to \$10,000.00 or the maximum allowed by law, provided that Lessee returns to Lessor the keys of said Vehicle, and has not aided, abetted or otherwise assisted in the theft of Vehicle. Failure or inability to return the vehicle keys to company shall make Lessee liable up to the amount of replacement of said Vehicle.
- p. Lessee understands that the vehicle is a higher-priced automobile that has a substantial value on the market. Unless prohibited by law, Lessee further agrees to be held liable for the diminution in value of the perceptual and or actual lost market value of the vehicle involved in any accident, even if repaired properly. Unless prohibited by law, Lessee also agrees to be held liable regardless of such liability being omitted by Lessee's insurance policy or Lessee's insurer's denial of such diminution of value claim(s).

INSURANCE. Lessor agrees to provide automobile liability insurance with limits of liability equal to the financial responsibility limit applicable to the States of New Jersey, New York or Pennsylvania respectively. Lessee's insurance policy will be the primary insurance used for the rental unless otherwise indicated.

If vehicle rented by Lessee under the terms of this Agreement is considered a motorcycle, autocycle, trike or other three-wheeled motorcycle, Lessee is required to and agrees to provide and maintain state mandated minimum liability insurance or equivalent endorsement insuring autocycles, motorcycles, and recreational vehicles from [American Modern Insurance Group c/o MBA Insurance Division](#). This insurance is mandatory and must be purchased by the Lessee and be effective prior to taking custody of the autocycle, trike or other three-wheeled motorcycle or "slingshot". Medical insurance is not provided and is the responsibility of the customer. Lessee's insurance policy will be the primary insurance used for the rental unless otherwise indicated or prohibited by law.

NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER. Optional Damage Waiver is not insurance. You are responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown, or to the maximum amount permitted by law. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees, or to the maximum amount permitted by law. Your own insurance, or the issuer of the credit card you use to pay for the car rental transaction, may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable. Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. The Lessor will not hold you responsible if you buy a damage waiver. Optional damage waiver coverage is for damage to the Vehicle, not for liability claims against you by people injured in an accident. A damage waiver will not protect you nor does it include: liability against third parties, blowout flat tires, damages to tires or wheels or rims, broken glass, minor exterior scratches, dents, damage caused by decals, stickers or accessories placed on vehicle, or any interior damage such as cigarette burns, rips, tears, or stains to upholstery and carpet or other similar damages due to your negligence, damage caused by leaving windows, convertible cover or sunroof open during inclement weather, missing items such as floor mats, spare tire, jack, hub caps, etc. The Lessee is responsible to pay for any of these previously mentioned damages including any amounts over the optional damage waiver amount (\$50,000.00).

- q. The cost of an optional damage waiver is \$_____ for every (day or week), depending on the vehicle rented.
- r. A deductible does apply to the optional damage waiver in the amount of \$_____. The total amount covered under the optional damage waiver is \$50,000.00, and any amounts exceeding this value shall be the sole responsibility of Lessee.
- s. **NEW YORK DISCLOSURE NOTICES:** This Agreement offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have rental vehicle collision coverage provided by your credit card or automobile insurance policy. Before deciding whether to purchase optional vehicle protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under such coverage. You have additional rights and responsibilities under Section 396-2 of the laws of New York. Even if you purchase CDW in New York, you will still be held responsible if: (1) the damage or loss is caused intentionally or as a result of willful, wanton or reckless conduct of the driver; (2) damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs; (3) Lessor entered into the rental based on fraudulent or materially false information provided by you or another Authorized Driver; (4) the damage or loss arises out of use of the Vehicle while engaged in the commission of a crime other than a traffic infraction; (5) the damage or loss arises out of the use of the Vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off-road or for driver's training; (6) the damage or loss arises out of the use of the Vehicle by a person other than an Authorized Driver or the authorized driver's duly licensed parent or child over the age of 18 who permanently resides in the same household as the authorized driver; or a parking valet or parking garage attendant for compensation and in the normal course of employment; (7) the damage or loss arises out of the use of the Vehicle outside of the United States, unless the agreement authorizes travel elsewhere or; (8) the authorized driver has failed to report the damage or loss to Lessor as set forth by New York law. If the Vehicle is damaged, you have a right to inspect it within specified time limits.

TERMINATION. Where permitted by law, Lessor may, at its sole discretion, terminate this Agreement at any time by verbal (or in writing) to Lessee, notwithstanding anything to the contrary in this agreement, where upon the Lessee shall return the vehicle to Lessor forthwith. The obligations of the Lessee and the rights of Lessor under this agreement shall continue in effect until the vehicle has been returned and the Lessee has complied with all his obligations.

CANCELLATION. Unless prohibited by law, Lessor does not provide refunds if vehicle is used less than the reserved hours and or days stated in this Agreement. No refunds shall be made for cancellations within 72 hours of reserved hours or days of this Agreement. Cancellation up to one week of reservation may qualify for a full refund. Cancellations less than 1 week and before 72 hours of reservation may qualify for 50% refund. To the extent permitted by law, the amount of refunds and cancellations some exclusions may apply, including but not limited to: holidays, special orders, long term rentals, special events, and other extenuating circumstances. Any cancellation or reservation must be communicated in writing to Lessor at least seven (7) days prior to rental date or Lessee may be liable for the entire rental amount agreed upon, or the maximum allowable by law.

SUBSTITUTION POLICY. Unless prohibited by law, Lessor will take every step necessary to provide Lessee with the vehicle of his choice under this Agreement. However, in the event of unforeseen situations including, but not limited to, vehicle breakdown, theft, collision, unsafe operating condition of Vehicle or the like, that may prevent Lessor from delivery of the specific Vehicle under this Agreement, Lessor under these circumstances reserves the right to offer a substitute vehicle of comparable make, model, and features based on Lessor's current availability. Substitution of Vehicle shall not be unreasonably denied.

INDEMNIFICATION. Unless prohibited by law, neither Lessor nor any of its members, employees, servants, or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the rental by the Lessee of the Vehicle, including without limitation any defect or mechanical failure of the vehicle or the failure of Lessor to detect defects or mechanical problems with the Vehicle and whether such loss or damage results from breach of contract or derelict which may be suffered by the Lessee and/or any third party and/or passenger(s).

- t. **UNLESS PROHIBITED BY LAW, LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR** its members, employees, servants, or agents against any and all loss, expense, settlement cost, damage, claim, demand, judgment, fine, charge, lien, liability, attorneys fees, action, cause of action, third-party action, or proceedings of any kind whatsoever whether arising on account of damage to or loss of property, real property, personal injury, emotional distress, or death (directly or indirectly) in connection with Lessee's use of Lessor's Vehicle whether the same arises before or after completion of use or expiration of this Agreement, except for damage, loss, or injury resulting from the Lessor's gross negligence or willful misconduct.

NO OWNERSHIP OR AGENCY. This Agreement is one of rental only. The Vehicle is the sole property of the Lessor. Neither Lessee nor any other driver of the Vehicle shall be or is deemed to be owner, agent, servant, or employee of Lessor for any purpose, and during the term of this Agreement Lessee shall completely assume full responsibility for the Vehicle to the public and any regulatory body having competent jurisdiction. **ARBITRATION PROVISION.** This Agreement requires arbitration or a small claims court proceeding on an individual basis as indicated herein rather than a jury trial or class actions. By entering into this Rental Agreement, you agree to this arbitration provision and sub provisions to the extent permitted by law.

- u. Except for claims and or actions for property damage (regardless of amount in controversy), personal injury or death, ANY DISPUTE BETWEEN LESSOR AND LESSEE MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT OF THE STATE OF NEW JERSEY LOCATED IN CAMDEN COUNTY, NEW JERSEY. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. BOTH PARTIES HEREBY EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. The parties furthermore consent to the exclusive jurisdiction and venue of New Jersey State courts in Camden County, New Jersey in all small claims disputes arising out of or relating to this Agreement. Lessee and Lessor remain free to bring any issues to the attention of government agencies.
- v. This Arbitration Provision's scope is broad and includes without limitation, any claims relating to any aspect of the parties' relationship or communications between the parties, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act 9 U.S.C. Sec. 1 et seq.
- w. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (together the "Rules"). You may obtain the Rules at www.ADR.org.
- x. The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award relief. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of representative or class action.
- y. IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT phillyslingshotrental@gmail.com OR BY MAIL TO 3501 Haddonfield Rd., Pennsauken, NJ 08109. Please include your full name, address, Rental Agreement Number on this Agreement, and a clear statement that you do not agree to this Arbitration Provision.

GOVERNING LAW/FORUM. Subject to Section 24, this Agreement and all matters or disputes arising from this Agreement shall be governed in accordance with the laws of the State of New Jersey without reference to any conflict of law provisions. The courts of the State of Jersey shall have sole jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this agreement and to any matter arising therefrom. The parties furthermore consent to the exclusive jurisdiction and venue of New Jersey State courts in Camden County, New Jersey in all disputes arising out of or relating to this Agreement.

BREACH OF AGREEMENT. Breach of this Agreement shall occur if Lessee violates any term, condition, or provision of this Agreement. Lessor reserves all rights, remedies and course of actions allowable by law in the instance of Lessee's breach of this Agreement.

ENTIRE AGREEMENT. This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions shall be valid and enforceable.