

# RENTALS ON THE LAKE LLC

## PRIVACY POLICY

Effective Date: March 29, 2024

Rentals On The Lake LLC, an Ohio limited liability company (“We,” “Us,” or “Our”) provides services to Our customers (the “Customers”), include but not limited to (1) the rental and/or use of scooters and mobility scooters (“Vehicle” or “Vehicles”), and (2) all other related equipment (including but not limited to: helmets, glasses, keys, and locks), personnel, and information provided or made available by Us (collectively, the “Services”). This Privacy Policy (the “Policy”) outlines how We collect, use, and safeguard the information Customers provide when using Our Services. By using Our Services, Customers consent to the practices described in this policy.

1. Information Collection. We collect the following personal information from the Customers:
  - Name
  - Contact details (including email address, phone number, and address)
  - Payment information (credit card details, billing address)
  - We may also collect any other relevant information necessary for the Vehicle rental.
2. Information Usage. The information We collect is used for the following purposes:
  - Facilitating scooters and mobility scooter rentals
  - Processing payments
  - Communicating with Customers regarding their rentals and inquiries
  - Providing support to Customers
  - Improving our website’s services and user experience
3. Third-Party Involvement. We do not share Customer information with any third parties. All data collected is used solely by Us to provide Our Services.
4. Data Retention. We retain Customer information for a standard period of one year unless a longer retention period is required or permitted by law. After this period, We securely delete or anonymize the data.
5. Security Measures. We implement various security measures to protect Customer information from unauthorized access, alteration, disclosure, or destruction. These measures include:
  - Secure HTTPS connections
  - Encryption of sensitive data
  - Firewalls and intrusion detection systems
  - Regular system audits to identify and address any vulnerabilities.
6. Customer Rights. Customers have the following rights regarding their personal data:
  - Right to access: Customers can request access to the personal information We hold about them.
  - Right to correct: Customers can request the correction of inaccurate or incomplete data.
  - Right to delete: Customers can request the deletion of their personal information, subject to any legal obligations or legitimate business reasons for retaining the data.
  - Right to restrict processing: Customers can request the restriction of processing their personal data in certain circumstances.
7. Cookies and Tracking Technologies. We use standard Google Analytics tracking code on our website to collect anonymous usage data and improve Our services. Cookies and other tracking technologies may be used to collect information about any individual browsing activities on Our site. Individuals can manage his/her cookie preferences through certain browser settings.
8. Third-Party Links. Our privacy policy does not cover any third-party websites or services that may be linked on Our website. We encourage Customers to review the privacy policies of those external sites before providing any personal information.
9. Policy Updates. This Policy may be updated from time to time. Any changes will be posted on this page with a revised “Last Updated” date. It is the Customers’ responsibility to review this Policy periodically for any updates.

**Thank you for choosing Us for your rental needs!**

**If you have any questions or concerns about this Policy, please contact Us through Our contact information displayed on Our Website.**

# RENTALS ON THE LAKE LLC

## RENTAL AGREEMENT, WAIVER OF LIABILITY, AND RELEASE

PLEASE READ EACH PROVISION OF THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES (DEFINED BELOW) AND CONTAINS RELEASES, DISCLAIMERS, AND ASSUMPTION-OF-RISK PROVISIONS THAT LIMIT YOUR LEGAL RIGHTS AND REMEDIES. BY ACCESSING AND/OR USING OUR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT AND THE CONDITIONS OF USE STATED HEREIN, DO NOT USE THE SERVICES.

This Rental Agreement, Waiver of Liability, and Release (this "Agreement") is a legally binding agreement between you ("You," or "Your") (acting for all of Your family, heirs, agents, affiliates, representatives, successors, and assigns) and Rentals On The Lake LLC, an Ohio limited liability company ("We," "Us," or "Our"). The services provided by Us include, among other things (1) the rental and/or use of scooters and mobility scooters ("Vehicle" or "Vehicles"), and (2) all other related equipment (including but not limited to: helmets, glasses, keys, and locks), personnel, and information provided or made available by Us (collectively, the "Services").

In consideration of Your use of the Services, You agree to all terms and conditions in this Agreement. We agree to allow You to use the Services, subject to the terms and conditions set forth herein. This Agreement, together with all updates, supplements, attachments, and addendums, collectively constitute the entire understanding between You and Us related to Your rental of the Vehicle.

### 1. RENTAL AND USE OF VEHICLE

**1.1 You are the Sole User of the Vehicle.** Subject to Section 1.3 below regarding the limited use of Vehicles by minors, You certify and expressly agree that You are the sole renter of the Vehicle and You are responsible for compliance with all terms and conditions contained in this Agreement. You understand that when You rent a Vehicle, the Vehicle must be used ONLY BY YOU. You assume full financial and/or any other responsibility for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of You allowing another party to use a Vehicle You have rented.

**1.2 You are At Least 18 Years Old.** You represent and certify that You are at least 18 years old, and that You have a currently valid form of identification.

**1.3 Use of Vehicles by Minors.** You may allow a minor who is at least 16 years of age to use a Vehicle and/or the Services, provided all of the following conditions are met:

1.3.1 You are the minor's parent or legal guardian;

1.3.2 YOU ASSUME FULL FINANCIAL AND/OR ANY OTHER RESPONSIBILITY FOR ANY AND ALL MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF THE MINOR'S USE OF THE VEHICLE AND/OR ANY OF THE SERVICES;

1.3.3 You expressly guarantee, represent, and warrant that You and the minor are bound by this Agreement and all of the terms herein, and You will require the minor to comply with any requirements or restrictions related to the use or operation of the Vehicle set forth herein;

1.3.4 You expressly guarantee, represent, and warrant that You will supervise the minor at all times while the minor is using the Vehicle and ensure the minor's compliance with the terms of this Agreement;

1.3.5 You expressly guarantee, represent, and warrant that You have instructed the minor how to conduct the requisite safety check of the Vehicle prior to use;

1.3.6 You expressly guarantee, represent, and warrant that the minor is wearing a helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions at all times while riding the Vehicle; and

1.3.7 You expressly guarantee, represent, and warrant that You have explained all applicable state and local laws, rules, regulations, and/or ordinances to the minor, including any and all rules regarding parking and traffic laws and any and all rules and policies.

**1.4 You are A Competent Operator.** You represent and certify that You are familiar with the operation of the Vehicle, You have received and reviewed the instructional materials provided, and You are physically able to use the Vehicle. By choosing to ride a Vehicle, You assume all responsibilities and risks for any injuries and/or medical conditions, as detailed further herein. You are responsible for determining if conditions, including any weather conditions or otherwise, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit all conditions and variables, including weather, visibility, and Your surrounding environment.

**1.5 Only Use Vehicles Where Allowed.** You expressly agree that You will only use or allow the Vehicle to be used in areas where the Vehicles are allowed and in accordance with the applicable local rules, ordinances, policies, and instructions. You will not use or allow the Vehicle to be used on public roads or streets, or anywhere outside of the areas designated by Us. You will not use or allow the Vehicle to be used off road.

**1.6 Prohibited Acts.** YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:



- 1.6.1 Operate any Vehicle in violation of any laws, rules, regulations, and/or ordinances, including any and all local rules pertaining to Vehicles.
- 1.6.2 Operate any Vehicle while under the influence of any alcohol, drugs, medication, and/or any other substance that may impair Your ability to safely operate any Vehicle.
- 1.6.3 Carry any other person on any Vehicle.
- 1.6.4 Fail to return the Vehicle and related equipment provided or made available to You by Us in accordance with Our instructions. If You violate this Section, We may charge You for continued rental of the Vehicle at 150% of the general rental rate, a \$90 per day loss of use fee for each Vehicle rented, the replacement of the Vehicle or related equipment as provided in **Exhibit A** attached hereto, plus administrative and processing fees, in Our sole and absolute discretion.
- 1.6.5 Use any cellular telephone, text messaging device, portable music player, and/or any other device that may distract You from safely operating any Vehicle. You are solely responsible for securely store Your device when operating the Vehicle. We are not responsible for any damage to Your device caused by violation of this section.
- 1.6.6 Operate any Vehicle without both hands on the handlebars or in violation of any other safety instructions.
- 1.6.7 Operate any Vehicle while carrying any briefcase, backpack, bag, cargo, or other item if it impedes Your ability to operate safely the Vehicle.

**1.7 Compliance with Laws.** You agree to become aware of and follow all laws, rules, regulations, and/or ordinances pertaining to the use, riding and/or operation of the Vehicle, including those pertaining to the Vehicle in the area where You are operating the Vehicle. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY VIOLATION OF ANY STATE AND LOCAL LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WHILE USING THE VEHICLE.

**1.8 Payment of Fines, Fees, and Administrative Fees.** You agree to indemnify and hold Us harmless for any tickets, citations, fines, penalties and/or administrative fees incurred as a result of Your use of Our Services. You agree to pay any fines, fees, penalties, impounding charges, court costs, traffic tickets, and/or any other charges incurred by You, or by Us, that result from You parking any Vehicle improperly, or as a result of You violating any law, rule, regulation, and/or ordinance while using the Services. YOU AUTHORIZE US TO DIRECTLY BILL TO THE CREDIT/DEBIT CARD AND/OR OTHER PAYMENT METHOD YOU USED TO RENT THE VEHICLE.

**1.9 Vehicle is Our Exclusive Property.** You agree that the Vehicle and other related equipment provided by Us, at all times, remains Our exclusive property. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, or any part of a Vehicle, or other related equipment provided by Us, in any way. You must not use a Vehicle, or other related equipment, for any advertising or other commercial purpose without Our express written permission.

**1.10 No Tampering.** You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Services or the Vehicle other than as specified in this Agreement.

**1.11 Reporting of Damage or Crashes.** You must report any accident, crash, damage, personal injury, or stolen or lost Vehicle or related equipment to Us as soon as possible. You agree that You are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever. YOUR CURRENT INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THE VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.

**1.12 You are Responsible for Vehicle Use and Damage.** Any Vehicle and related equipment provided or made available by Us to You in connection with the Services shall be returned to Us in the same condition in which such item was rented. We reserve the right to charge You for damage to the Vehicle and related equipment caused by You or others (including any vandalism), water damage, or theft, up to the replacement cost of the Vehicle or any related equipment plus administrative and processing fees. You will not be responsible for normal wear and tear of the Vehicle and related equipment.

**1.13 Usage of Electric Vehicles.** You agree and acknowledge that the Vehicles require periodic charging of batteries in order to operate. You understand and agree to the following:

- 1.13.1 If the Vehicle runs out of charging power during a rental, You must notify Us.
- 1.13.2 The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
- 1.13.3 The level of charging power in the Vehicle at the time You initiate the rental or operation of Vehicle is not guaranteed and may vary with each rental use.
- 1.13.4 The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions and/or other factors.
- 1.13.5 It is Your responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate for the ride before initiating operation of the Vehicle.
- 1.13.6 We do not guarantee the distance and/or time that You may operate any Vehicle before it loses charging power completely. The Vehicle may run out of charging power and cease to operate at any time during Your rental of the Vehicle, including before reaching Your desired destination.



**1.14** **ASSUMPTION OF LIABILITY BY YOU.** YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF YOU USING ANY OF THE SERVICES.

**1.15** **Lost or Stolen Vehicle.** A Vehicle may be deemed lost or stolen if (i) the Vehicle is not returned within 24 consecutive hours, or (ii) facts and circumstances that suggest to Us in our good faith determination that a Vehicle has been lost or stolen. You agree that the last registered user of a Vehicle shall be responsible for a lost or stolen Vehicle. If We deem a Vehicle lost or stolen, We shall have the authority to take any and all actions We deem appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. You agree to report Vehicle disappearance or theft to Us and file a report with the local police department as soon as possible.

**1.16** **Helmets; Safety.** We recommend that all Vehicle users wear a helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. We and all other Released Persons (defined below in Section 4.1) do not represent or warrant the quality or safety characteristics of any helmet, and You agree that none of the Released Persons is liable for any injury suffered by You or a minor user subject to Section 1.3 of this Agreement while using any of the Services, whether or not You or such minor user is wearing a helmet at the time of injury. You assume all risk of not wearing a helmet or other protective gear. You may need to take additional safety measures or precautions not specifically addressed in this Agreement.

**1.17** **Limitations on Availability of Services.** We do not guarantee that any or all Services will be available at all times, and we do not represent or warrant the availability of any of the Services or the availability of any Vehicle at any time. You agree that We may require You to return a Vehicle at any time.

**1.18** **Limitations on Vehicle Rental.** You agree that We are not a common carrier. We provide Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

## **2. PAYMENT AND FEES.**

**2.1** **Fees.** You may use the Vehicle and any related equipment We provided or made available to You in accordance with the price list provided in Exhibit A attached hereto or published on Our website. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Us. We will charge You (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement.

**2.2** **Maximum Rental Time and Charges.** Your rental time will start and last subject to the length of ride time designated by Us in writing as provided in Exhibit A. You agree that You will return the Vehicle prior to the end of Your rental time. Failure to do so will result in additional charges in accordance with this Agreement and You are solely responsible for such additional charges in accordance with Our instructions. After return of the Vehicle, You will be charged any accumulated rental charges, penalties and replacement cost, if applicable. Vehicles not returned within 24 hours will be considered lost or stolen.

**2.3** **Cancellation and Early Return Policy.** There is no charge for cancellations made by You more than 6 hours prior to the designed rental start time and Your deposit will be returned. The only way of cancellation is to email Your cancellation notice to Us at the designated email address We provided. For any cancellation made less than 6 hours prior to Your rental start time, You agree that there is no return of Your deposit and You remain responsible for the payment of Your rental fees subject to this Agreement. Should You wish to return the Vehicle and related equipment before the designated rental end time for any reason, no refund will be given.

**2.4** **Deposit.** You agree to pay a One Hundred Dollar (\$100.00) deposit ("Deposit") upon signing this Agreement. Your Deposit is refundable provided that there is no damage to the Vehicle and related equipment provided or made available by Us to You at the designated rental end time.

**2.5** **Payment Methods.** You agree and understand that You have the right to use any credit card(s) or other payment method(s) in connection with Your use of the Services under this Agreement. You represent that the information You supply to us for payment is true, correct and complete. We may use third party services for the purpose of facilitating payment. You acknowledge and understand that We may provide Your information to such third parties subject to Our privacy policy. We will charge You any applicable credit card processing fees or other form of transaction fees generated by Your payment of the Services.

## **3. RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.**

**3.1** **Release and Indemnification.** In exchange for being allowed to use any of the Services provided by Us, You (acting for You and for all of Your family, heirs, agents, affiliates, representatives, successors, and assigns) hereby expressly fully and forever release, discharge, indemnify, and hold harmless Us, and each of our owners, managers, affiliates, employees, agents, representatives, successors, and assigns (the "Released Persons") for any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) to You or any third party, that arise from or relate to (i) any of the Services, including any Vehicle, related equipment or related information, and/or (ii) Your use of any of the foregoing ("Claims"), that You or any third party may have or may have against any Released Person, including but not limited to all liability for any property loss or damage, personal injury or loss of life, regardless of the cause, whether based upon breach of contract, breach of warranty, negligence or any other legal theory, except for claims based on Released Persons' gross negligence or intentional misconduct. To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of any Released Persons. You hereby expressly waive any claims against the Released Persons which You do not know or suspect to exist in Your favor at the time of use of the Services, and expressly waive Your rights under any statutes that purport to preserve Your unknown claims. Such releases are intended to be general



and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

**3.2 Disclaimer.** To the fullest extent permitted by law, and as to Your use of any of the Services, We and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose, and hereby expressly disclaim all representations, warranties, endorsements, or promises, except as specifically set forth herein. All of the Services are provided "AS IS", "AS AVAILABLE", and "WITH ALL FAULTS" and You rely on them at Your own risk. WE AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES.

**3.3 Assumption of Risk.** You are aware that Your use of any of the Services involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to You or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You are solely and fully responsible for the safe operation of the Vehicle at all times. You agree that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. You expressly agree and acknowledge that you fully understand the risks associated with your use of the Services. If Your use of any of the Services causes any injury or damage to Yourself or any other person or property, You agree to assume full and complete responsibility and liability for any and all consequences, claims, demands, causes of action, losses liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of You using the Services.

**3.4 LIMITATION OF LIABILITY.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, WE AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, (C) YOUR BREACH OF THIS AGREEMENT AND/OR YOUR VIOLATION OF ANY STATE AND LOCAL LAW, RULE, REGULATION, AND/OR ORDINANCE, AND/OR (D) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION AND/OR INACTION BY YOU OR ANY THIRD PARTY. THE TOTAL MAXIMUM LIABILITY OF US AND ALL OTHER RELEASED PERSONS FOR ANY AND ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE LESSER OF (1) THE AMOUNT YOU PAID US TO USE THE SERVICES (IF ANY), OR (2) ONE HUNDRED AND NO/100 DOLLARS (\$100.00). BY USING THE SERVICES, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. WE WOULD NOT ALLOW YOU TO USE THE SERVICES WITHOUT THE INCLUSION OF SUCH EXCLUSIONS AND LIMITATIONS.

**3.5 WAIVER OF CLAIMS.** YOU HEREBY WAIVE ANY AND ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, AND/OR OTHER GROUNDS, EVEN IF WE OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

4. **CONFIDENTIALITY.** You understand and agree that all personal information that is held by Us and that pertains to You, including all names, addresses, phone numbers, email addresses, payment information, and other information will be kept by Us in accordance with our privacy policy.
5. **TERMINATION.** At any time and from time to time, and without Your consent, We may unilaterally terminate Your right to use the Services, in our sole discretion and without any notice or cause. You may terminate Your use of the Services at any time; provided, however, that (i) no refund will be provided by Us, and (ii) You may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Your right to use any of the Services, regardless of how the Agreement is terminated.
6. **RESERVATION OF RIGHTS.** We reserve the right, without any limitation, to (i) investigate any suspected breaches of this Agreement; (ii) prosecute violators of this Agreement; (iii) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; and (iv) discontinue any or all of the Services, or suspend or terminate Your access to any or all of the Services, at any time, without notice, for any reason and without any obligation to You or any third party. Any suspension or termination will not affect Your obligations to Us under this Agreement. Upon suspension or termination of Your access to the Services, all rights granted to You under this Agreement will cease immediately, and You agree that You will immediately discontinue use of the Services. The provisions of this Agreement, which by their nature should survive Your suspension or termination will survive, including the rights You grant to us in this Agreement, as well as the indemnities, releases, disclaimers, waivers, and limitations on liability and the provisions regarding jurisdiction, choice of law, and venue.
7. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers.
8. **CHOICE OF LAW; VENUE.** This Agreement will be governed by, and must be construed and enforced in accordance with, the laws of the State of Ohio, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of Ohio situated at Ashtabula County, Ohio and agrees that those courts have personal jurisdiction over each party.
9. **CUMULATIVE REMEDIES.** All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.
10. **FINAL AGREEMENT.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its

subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter.

11. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable the remaining provisions shall still be enforced. You agree that this Agreement may be automatically assigned by Us in Our sole and absolute discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. To the extent permitted by applicable law, You agree to waive, and You hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Except as expressly set forth in this Agreement, (i) no failure or delay by You or Us in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of this Agreement will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.
12. **VOLUNTARY EXECUTION AND ACCEPTANCE OF THIS AGREEMENT.** This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Us. You acknowledge that You (a) have read this Agreement; (b) understand the terms and consequences of this Agreement, including the releases contains herein; (c) are fully aware of the legal and binding effect of this Agreement, and by executing this Agreement, You are indicating your consent and expressly agreeing to the terms and conditions set forth in this Agreement, including specifically the limitations on liability and release provisions.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT TO SUE RENTALS ON THE LAKE LLC. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

SIGNATURE:

\_\_\_\_\_  
Printed Name:

Address:

Email:

Phone:

Date:

In addition to the foregoing, with respect to use of Vehicles or Services by a minor who is at least 16 years of age, I hereby certify that: I am the parent and/or legal guardian of the minor identified below; I have read, and I expressly agree to, the terms and conditions set forth in this Agreement; I authorize use of the Services by the minor and further certify that I will supervise and ensure that the minor complies with all of the terms set forth in this Agreement; I expressly agree to indemnify and hold Rentals on the Lake LLC and the Released Persons (as defined in this Agreement) harmless against any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of the minor's use of the Vehicle and/or any of the Services. I further expressly guarantee the minor's acceptance of the terms of this Agreement, and I will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement.

SIGNATURE:

\_\_\_\_\_  
Printed Name of Minor:

Printed Name of Parent or Legal Guardian:

Address:

Email:

Phone:

Date:



EXHIBIT A  
 RENT FEES AND RENTAL TIME

Rentals On The Lake LLC Rental Price List		
<u>Product</u>	<u>I Hour</u>	<u>Each Additional Hour</u>
1 Hour Rental	\$20	\$20
3 Hour Rental	\$50	-
All Day Rental	\$100	
Rentals on The Lake LLC Lost Item Fees		
Lost Scooter Replacement	\$2,000	
Lost Helmet Replacement	\$75	
Lost Key Replacement	\$50	

\_\_\_\_\_ 1 (name) agree to rent \_\_\_\_\_ (number) Scooter(s) (each Scooter has a weight limit of a 220lbs or a 265lbs (MUST SELET ONE)).

I agree to reserve my rental time the above referenced Scooters from(start time) \_\_\_\_\_ to (end time). My actual return \_\_\_\_\_ time is (fill out by the staff of Rentals On The Lake LLC).

I have reviewed and signed the Rentals On The Lake LLC Rental Agreement, Waiver of Liability, and Release (the "Agreement"). I agree to be bound by the terms and conditions provided by the Agreement.

SIGNATURE: \_\_\_\_\_

Printed Name:

Date: