

RENTAL AGREEMENT AND LIABILITY WAIVER

This Agreement shall be between you, the "Client" and Reynoso & Duval LLC DBA Enjoy Stroller Rental, "Enjoy." Enjoy remains the sole owner of all of its rental equipment. Enjoy is not offered for sale, and clients are not purchasing the equipment. Client hereby acknowledges that the equipment is for personal use only. By signing and agreeing to the terms and conditions of this rental agreement, Client acknowledges that they have read, understood, and agree to the terms set forth below.

Reservations and payment of rental fees

Client's reservation is attached hereto and incorporated by reference.

Payment must be made by credit card, debit card or PayPal at the time of booking or in cash at the time of delivery in person. The Client agrees to allow Enjoy to make modifications, adjustments and additions to the payment method in order to credit, refund and collect any service or charge associated with your reservation.

Enjoy will confirm your reservation by email, text message or call, within 48 hours. Clients must contact Enjoy if they do not receive confirmation within 48 hours of making a reservation online or by phone. The colors of the products may vary from the images shown.

Delivery, Possession and Use

At the time of booking, the Client will specify the name and address of the resort, hotel or apartment/vacation home where the rental items will be delivered and picked up. Clients understand that delivery/return pickup locations and procedures may vary depending on the chosen location. The exact time of both delivery and collection will be communicated via email, text message or WhatsApp to the Client. If the Client is unsure of the delivery or pickup location, the Client agrees to contact Enjoy for clarification. Clients understand that delivery and pickup are based on addresses within 15 miles of Walt Disney World. Addresses outside this radius are not served by Enjoy, however, a meeting point suggested by the company can be coordinated.

The Client understands that Enjoy only makes deliveries and pick-ups at the entrance to the following Disney parks: Animal Kingdom, Hollywood Studios and Epcot, and that the delivery or pick-up in Theme Parks ***will be made during the usual delivery/pickup hours and has a value of \$10 per service.***

The Client agrees to contact Enjoy within 5 hours before the agreed pick-up date and time by phone, text message, whatsapp or email if the Client cannot receive/deliver the rental items at the agreed place and time.

The Clients agrees to select a time slot for delivery and collection:

- The Client agrees to be available within the chosen time slot to meet with an Enjoy representative in person if paid in cash.
- If the Client is staying in a hotel and previously paid with a credit card, it is not necessary to meet in person, the Enjoy representative may leave the rented item at reception before arrival, **if the hotel allows it.** In the same way, prior notice to Enjoy, at the time of the return the Client can leave the rented item at the hotel reception or in the Strollers sector and then it will be picked up by the company. In this case, the Client agrees to send a photo of where he left it.

- If the Client is staying in a vacation home or apartment, he agrees to meet in person with the Enjoy representative, both for the delivery and pick up of the rented product, regardless of the way in which the payment has been made.

Client also agrees and understands that only times listed on the website at www.enjoystrollerrental.com are available for chosen drop-off/pick-up locations and that other times are not available unless exceptions and specific arrangements are made through Enjoy Stroller Rental via email.

The Client accepts and understands that any request to modify the existing reservation must be made at least 24 hours in advance of the agreed delivery time in said reservation. Change requests made less than 24 hours before the agreed delivery time will be honored at the discretion of Enjoy.

The Client accepts and understands that all deliveries are made with great effort within the requested delivery time but, due to traffic or volume, the Client understands that Enjoy will deliver within the one-hour time slot, which the Client has chosen at the time of booking. Client understands and agrees that during times of extreme weather, deliveries and/or pickups may be temporarily suspended for the safety of delivery personnel until management deems it safe to continue operations (extreme weather may include, but is not limited to: Tropical Storms/Hurricanes, Tornado Warnings, Winds greater than 25 mph).

The Client agrees that if no contact is established within 24 hours prior to the agreed delivery date, the Client accepts possession of the rental items and its responsibilities during possession.

The Enjoy representative will notify the Client by text message, WhatsApp or email when they are on their way to the meeting place, estimating their arrival time.

Once the Enjoy representative arrives at the Client destination, the Enjoy representative will let the Client know that they are at the entrance to the Lobby, in the case of a hotel, or at the entrance of the vacation home/apartment. The Enjoy representative will have a tolerance of **15 minutes, otherwise they must leave to avoid delays in their following deliveries/pickups. In this case, the Client will be charged a Late Fee of \$30.**

If an attempt is made to deliver rental items to a vacation home and Client is unavailable or Client has provided the wrong delivery location, **resulting in a second trip to redeliver, a \$30 re-delivery fee will apply.**

The Client agrees that it has made every effort to verify that the desired delivery and return locations are within the indicated delivery area and that Enjoy provides service to this location (as indicated in the FAQ section on www.enjoystrollerrental.com).

The Client agrees that any reservation may be modified or canceled at any time at the discretion of Enjoy if the desired location is not in the delivery area as indicated. The Client understands that **any rental item returned to a location outside of the stated drop-off area may incur a fee of \$100 at Enjoy's sole discretion.** If the client has traveled outside of the drop-off/pick-up area and is unable to return, it is the client's responsibility to ensure that all rental items and items associated with the rental are returned to Enjoy on the original return date via taxi, rideshare services, courier, or freight forwarder (FedEx, UPS, USPS, etc.). **All charges for such return will be the sole responsibility of the client.**

The Client agrees that any reservation may be modified or canceled at Enjoy's discretion if Enjoy deems the health and safety standards of the desired hotel, resort or holiday homes (delivery or pick-up location) to be detrimental to the nature of our business.

Client agrees to retain possession of the rental item during the course of its rental period. Rental items must be kept secure when not in use (ie hotel room, vehicle). During the rental

period, items should not be left at the reception or luggage rooms for daily storage, except as requested by the hotel, in which case, the Client agrees to inform Enjoy. Items found in the lobby or baggage rooms may be considered abandoned or returned early and are subject to pickup.

The Client undertakes to immediately inform Enjoy of any defect or malfunction of the rented item during its use. Once notified, Enjoy will do everything possible to fix the problem in a timely manner.

The Client undertakes to use the rental item only for the purpose for which it was designed. ***At no time should the stated weight limits for rental items be exceeded.***

The Client agrees that violations of this agreement may result in the termination of the rental. Enjoy reserves the right to terminate a rental based on evidence of abuse or violation of any and all parts of this agreement. The client agrees to deliver any and all rented equipment and accessories to Enjoy at the request of Enjoy.

Client agrees that, upon Client's request, any stroller change due to (but not limited to): stroller left in the rain, infant vomit, leaky diaper, or other bodily fluid, ***may be charged a \$50 change fee at Enjoy's discretion.***

In addition, a fine of up to \$100 will be assessed for extreme soiling such as (but not limited to): infant vomit, leaky diaper or other bodily fluid, food debris that destroys the fabric of the stroller, excess glitter/shines/makeup that makes future cleaning of the fabric of the rental item impossible.

Return of the rented item

Non-Disney Resort or Hotel: It is the Client's responsibility to ensure that all rental items are available for pickup at the resort or hotel on the date and time specified in the reservation. With prior notice to Enjoy, all rental items can be returned by hand to the Enjoy representative or left at the hotel reception or the resort's stroller sector, after a photo has been sent to Enjoy, so that the company can locate the item at the time of picking it up. At no time should any rental items be left in the guest room after check-out. ***Rental items left in rooms will incur a \$30 recovery fee.*** The client is 100% responsible for the items being available in the stroller sector or at the reception to pick them up.

Vacation rental house or apartment:

If the Client is staying at a vacation home or apartment, it is the Client's responsibility to be available at the agreed time and place for the return pick-up. The Client accepts and understands that the withdrawal must be made face to face with a representative of Enjoy. Therefore, the Client agrees to be available within the selected time slot to return it by hand to the Enjoy representative at the address where they are staying and that they have previously provided to Enjoy as the pick-up address for the rented item. The client agrees to contact Enjoy in the event that the rental items are returned before the agreed return date to coordinate a new in-person pickup time.

Disney-owned resorts:

It is the Client's responsibility to ensure that all rental items are available for pickup at the resort or hotel on the date and time specified in the reservation. With prior notice to Enjoy, all rental items can be returned by hand to the Enjoy representative or, *prior notice to Enjoy*, left at the hotel reception or the resort's stroller sector, after a photo has been sent to Enjoy, so that the company can locate the item at the time of picking it up. At no time should any rental items be left in the guest room after check-out. **Rental items left in rooms will incur a \$30 recovery fee.** The client is 100% responsible for the items being available in the stroller sector or at the reception to pick them up.

The client agrees to contact Enjoy in case of delay in the return of the rental items at the agreed time. It is at Enjoy's sole discretion whether a grace period can be granted.

A \$30 return trip fee may apply to pick up rental items if they are not returned by the agreed time as stated on the rental reservation or pre-arranged with Enjoy.

If the Client does not deliver the rented product without notifying Enjoy, a Fee of \$100 will be charged for each day of delay, up to the amount equivalent to the value of the rented product.

Extension of the rental period

If the Client wishes to extend the rental period, the Client must contact Enjoy before the agreed return time. Enjoy may, at its sole discretion, allow or deny any extension. Enjoy reserves the right to charge the Client's credit card and the Client agrees to allow ***the charge of \$10 for each additional day or fraction of a day that the Renter keeps the rental items.***

Change of articles due to size or transport

Clients can request a change of product for reasons of size or transportation. These requests are solely at the discretion of Enjoy based on the availability of the product. ***Such requests are subject to a fee of \$10 per item.***

Deliveries and Pickups at Special Places or Times

The Client understands that Enjoy only makes deliveries and pickups at the entrance to the following Disney Theme Parks: Animal Kingdom, Hollywood Studios and Epcot. The client acknowledges and accepts that in case of choosing deliveries or pickups in any of said Disney parks, ***an additional Fee of \$10 (delivery) and/or \$10 (pickup) will be charged.***

The Client understands and agrees that Enjoy does not make deliveries or pickups at other theme parks or at the Orlando Airport.

Deliveries or pick ups made outside of Enjoy's regular business hours that are published on www.enjoystrollerrental.com will be subject to confirmation by Enjoy and if accepted ***will have an additional value of \$10.***

Equipment Damage or Loss

The Client will accept for use, as is, the rental items listed in the reservation, and will accept all responsibility for the care of the equipment while in the Client's possession.

The Client is responsible for paying the full replacement value of any item rented under this Agreement that is not returned to Enjoy within 48 hours of the end of the agreement. ***The***

only exception will be that an extension in the rental period has been made between Enjoy and the Client.

The Client also agrees to authorize the replacement cost of each rental item to the credit card provided to Enjoy through its registration on the website www.enjoystrollerrental.com, in the event the rental items are not returned. In the event items are recovered after the client has been charged, a full refund of the replacement charge will be issued to the client.

Client is responsible for paying the replacement cost of any lost part or accessory, whether paid for or provided free of charge. These include, but are not limited to: harnesses, rain covers, wheels, canopies, storage baskets, cup holders, front trays, plastic storage places, etc.

Client is responsible for loss, theft, damage or destruction of rental items and agrees to pay the full replacement value of rental items at market value at the time of replacement. The Client also agrees to authorize the replacement cost of the rental items to the credit card provided to Enjoy.

The Client undertakes to return the rental items in the same condition in which they were delivered and immediately inform Enjoy of any loss, theft, damage or destruction of the rental items.

Booking Cancellation

A full refund will be given for all cancellations made 48 hours or prior to the rental date. ***All cancellations made within the 48 hour window will be charged the minimum rental fee of \$40 for any single stroller and \$50 for any double stroller.*** Refunds for reservations made more than 120 days from the cancellation date will be refunded through PayPal.

Liability Waiver

By accepting and using the rental equipment, the Client and any user acknowledges that the rental equipment is used at their own risk. Enjoy hereby makes no warranties with respect to the rental equipment, and Enjoy specifically disclaims all warranties, whether expressed or implied.

Enjoy and its employees, owners and affiliates will not be responsible for accidents, injuries or damages caused directly or indirectly by the use or misuse of the rental equipment.

The Client and any user agrees to hold Enjoy and its employees, owners and affiliates harmless from any liability, injury, death, property loss or damage that may result directly or indirectly from the use of the rental equipment.

This Agreement is governed by the laws of the State of Florida.