

RENTAL AGREEMENT AND LIABILITY WAIVER

This Agreement is between you, the "Client", and Reynoso & Duval LLC DBA Enjoy Stroller Rental, "Enjoy". Enjoy remains the sole owner of all rental equipment. Enjoy is not offering the equipment for sale, and the Client is not purchasing it. The Client hereby acknowledges that the equipment is for personal use only. By signing and accepting the terms and conditions of this rental agreement, the Client acknowledges having read, understood, and accepted the terms set forth below.

Reservation and Payment

All reservations are made through the website www.enjoystrollerrental.com. To do so, the client must enter: name of lodging plus delivery address, name of lodging plus pick-up address, delivery time window, and pick-up time window.

We accept reservations at least 24 hours in advance; otherwise, the client may check with Enjoy for stock and service availability. "Service" refers to the delivery and pick-up of rented items.

Payment must be made by credit/debit card via a payment link sent to the client once the reservation is completed. Payment must be completed no later than the moment of delivery if in-person. If not in-person, payment must be completed by the day prior to the delivery date.

The client will automatically receive a confirmation email after completing the reservation.

The reservation will only be considered completed once the client receives the Order Number; otherwise, the reservation is not valid. Product colors may vary from those shown in pictures.

Delivery, Possession, and Use

The Client understands that delivery and pickup are based on addresses within a 15-mile radius of Walt Disney World. Addresses outside this radius are not serviced by Enjoy.

However, a meeting point may be arranged by the company.

The Client understands that Enjoy only delivers and picks up at the lodging entered in the reservation. Deliveries and pickups are not made at other locations.

The Client agrees to verify that the lodging name and/or delivery and pickup addresses are correct. If the Enjoy representative goes to the address listed in the reservation and it is incorrect, a \$30 fee will be charged for the failed attempt. The representative may proceed to the correct address only if the schedule allows. Correctly submitted reservations take scheduling priority.

Our service hours are between 7:00 a.m. and 7:00 p.m., with one-hour time slots.

The Client understands that delivery/pickup will be made within the selected one-hour time slot. The Client agrees to verify the accuracy of these time slots and to be present if that delivery method was selected or if required by the hotel.

The Enjoy representative will text or WhatsApp the client when en route and upon arrival at the lobby or vacation home entrance. A 15-minute grace period will be observed; otherwise, the representative will leave to avoid delays. A \$30 fee will be charged for lateness.

Rescheduling depends on availability.

The Client agrees to the following conditions regarding delivery and pickup:

- If paying in cash, the Client must meet the Enjoy representative in person within the chosen time slot.
- If staying at a Disney hotel, the Client must meet the representative in person.
- If prepaid with a card, and staying at a hotel/vacation rental, the item can be left at reception before arrival. For returns, the item may be left at the hotel's stroller area or reception with prior notice and a photo sent to Enjoy.

Only the delivery/pickup times listed on the website are available unless an exception is made by Enjoy via email.

Reservation changes must be made at least 24 hours before the scheduled delivery time. Changes requested within 24 hours are at Enjoy's discretion.

Enjoy strives to meet the selected time slot but cannot guarantee exact times due to traffic or high volume. During extreme weather (e.g., tropical storms, tornado warnings, wind >25 mph), services may be temporarily suspended for safety.

If no contact is made within 24 hours before delivery, the Client accepts possession of the rented items and associated responsibilities and cannot cancel the reservation.

Enjoy may cancel or modify reservations if the delivery location is outside the service area or if the location presents a health/safety risk.

Clients are responsible for securing the rented items when not in use. Items should not be left in lobbies or luggage rooms unless required by the hotel (in which case Enjoy must be informed).

Clients must report any defect or malfunction immediately. If caused by misuse and no Damage & Theft Waiver was purchased, the Client is responsible for repairs.

Items must be used only as intended and within weight limits. Violations may result in rental termination. Enjoy may terminate the rental if abuse or policy violations are found.

A \$50 fee may apply for stroller changes due to (but not limited to): being left in the rain, vomit, leaking diapers, or other bodily fluids.

Up to \$100 may be charged for extreme soiling (e.g., vomit, food damaging fabric, excessive glitter or makeup).

Return of Rented Items

Non-Disney Resorts or Hotels:

Client is responsible for ensuring items are available for pickup at the time and place specified. Items can be handed to the representative or left at reception/stroller area (with prior notice and a photo sent to Enjoy).

Items must not be left in hotel rooms after check-out. A \$30 retrieval fee will be charged.

Vacation Homes or Apartments:

If paying in cash, the Client must be present for delivery. If prepaid, the item may be left at the door, and a delivery photo and instruction video will be sent.

Disney-Owned Resorts:

In-person delivery/pickup is required. This applies to all Disney resorts listed in the contract.

A \$30 recovery fee will apply if items are left in rooms.

A \$30 trip fee may be charged if pickup does not occur at the scheduled time.

A \$100 per-day late fee applies if items are not returned without notifying Enjoy.

Rental Extension

To extend a rental, the Client must contact Enjoy before the agreed return time. Approval is at Enjoy's discretion. Extensions cost \$10 per additional day.

Item Exchange

Model changes require at least 24 hours' notice and are subject to approval and price adjustment. If an exchange is needed after delivery, due to reasons such as rain or dirt, a \$50 fee will apply, subject to availability.

Damage or Loss of Equipment

Client assumes responsibility for all equipment listed in the reservation. Any item not returned within 48 hours after the rental period (unless an extension was arranged) must be paid in full.

Lost parts or accessories (whether paid or complimentary) must also be paid for. These include harnesses, rain covers, wheels, canopies, baskets, cup holders, trays, plastic storage areas, etc.

Enjoy must be notified immediately of any loss, theft, damage, or destruction. Full replacement value based on current market rates will be charged unless the Damage and Loss Waiver was included in the reservation.

This waiver cannot be added after the item has been delivered.

Transfer or Refund of Reservation

Reservations are non-transferable. The person named in the reservation is responsible for the stroller.

If prepaid and canceled, no refund will be issued, but credit will be valid for 12 months. No refunds will be made after the stroller has been delivered.

Cancellation Policy

Reservations can be canceled up to 24 hours before the scheduled delivery time. No refunds will be issued for prepaid cancellations, but credit will be valid for 12 months.

If a non-prepaid reservation is canceled with less than 24 hours' notice, a \$30 cancellation fee may apply.

Liability Waiver

By accepting and using the rental equipment, the Client and any user acknowledge that use is at their own risk. Enjoy offers no warranties, express or implied.

Enjoy, its employees, owners, and affiliates are not liable for accidents, injuries, or damages caused directly or indirectly by the use or misuse of the equipment.

The Client and users agree to hold harmless Enjoy and its affiliates from any liability, injury, death, property loss, or damage resulting from the use of the rental equipment.

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

Mobility Scooter Rental Agreement – Terms and Conditions

REYNOSO & DUVAL LLC – DBA Enjoy Stroller Rental

This Agreement is entered into between you (hereinafter, the “Customer”) and Reynoso & Duval LLC, DBA Enjoy Stroller Rental (hereinafter, “Enjoy”). Enjoy remains the sole owner of all rental equipment. For the purposes of this Agreement, the term “Equipment” includes the mobility scooter and all its accessories, including the battery(ies)(s), the charger, and the key. Enjoy is not offering for sale, and the Customer is not purchasing the Equipment. The Customer acknowledges that the Equipment will be used exclusively for personal and non-commercial use. By signing and accepting the terms and conditions of this Rental Agreement, the Customer declares that they have read, understood, and fully accepted all the provisions set forth herein.

1. General rental conditions

All equipment (mobility scooter, charger, battery(ies), and key) must be returned on the date and time specified in the booking. If you need to extend the rental period, you must contact us before the end date at:

✉ info@enjoystrollerrental.com

☎ +1 (689) 243-9610 for message or call via Whatsapp or text message

The Customer agrees to return the Equipment in the same condition in which it was delivered, considering normal use.

Enjoy Stroller Rental reserves the right to remove the Equipment without prior notice if improper use or a violation of these terms is detected.

2. User Responsibility

The Client assumes all risks associated with the use of the mobility scooter, including any injury, damage or loss that may occur to the user or third parties during the rental period.

By accepting these terms, the Client acknowledges that:

- Use of the equipment is at your own risk.
- The scooter must be operated prudently and safely.
- The scooter is designed for one person only.
- No additional passengers are allowed
- The Customer must comply with all applicable safety regulations.

The scooter must be used only by people over 18 years of age. The main user must be the person who made the reservation.

The Customer agrees not to operate the equipment under the influence of alcohol, drugs or medications that may impair their ability to operate the equipment safely.

3. Proper use of equipment

To ensure safe use:

- The scooter must be used by only one person at all times.
- Always operate at a moderate and safe speed (up to level 4).
- Reduce speed in enclosed spaces, crowded areas, or uneven surfaces.
- Avoid making sharp turns at high speed.
- Do not go up or down stairs or escalators with the equipment.
- Do not ride on curbs, steps or high obstacles.
- Do not tow objects, strollers, or other devices.
- Keep arms and legs inside the scooter during use.
- Turn off the scooter when not in use.
- Remove the key when the equipment is left unattended.
- Keep the key in a safe place throughout the rental period.
- Do not use the equipment if you do not feel confident in your ability to operate it correctly.

The Client must follow all the safety recommendations provided by Enjoy Stroller Rental.

4. Use in climatic conditions

The mobility scooter can only be used in light rain if appropriate protection is used.

We recommend using:

- Rain poncho that also covers the scooter, or
- Waterproof cover for the equipment

The Customer must use adequate protection against rain, which may be provided by the Customer or added as an optional accessory in the booking.

The Customer must avoid driving the equipment through deep water or in heavy rain.

Damage caused by excessive exposure to water may result in repair charges.

The Client assumes responsibility for any damage caused to the equipment by excessive exposure to water or by not using adequate protection.


5. Damage, loss or theft

The Client must immediately report any:

- Damage
- Malfunction
- Loss
- Theft
- Accident

To the next contact:

 info@enjoystrollerrental.com

 +1 (689) 243-9610 for message or call via Whatsapp or text message

The Customer will be responsible for the cost of repairing or replacing the equipment in the event of:

- Damage from misuse
- Negligence
- Loss
- Theft
- No return of equipment

If the equipment is not returned within 24 hours of the agreed time, the Customer may be liable for the full replacement value of the equipment at market price.

6. Battery and charging

The equipment includes at least one battery and one charger.

For proper functioning:

- Charge the battery fully overnight.
- Do not let the battery completely discharge.
- Use only the charger provided.
- Keep the charger in a dry place.
- Avoid getting the battery or electrical components wet.

Battery life may vary depending on:

- User weight
- Land
- Speed
- Continuous use

It is recommended to charge the device daily to avoid interruptions during use.

The customer may add an additional battery to their reservation as an optional accessory for \$50 for the entire rental period, which will increase the scooter's range. Only one charger will be provided, which is compatible with all batteries included in the reservation.

7. Limitation of liability

REYNOSO & DUVAL LLC – DBA Enjoy Stroller Rental will not be liable for direct or indirect damages arising from the use of the equipment.

The Customer agrees to release, defend and indemnify the company against any claim, demand, damage, cost or expense arising from the use of the mobility scooter during the rental period.

The Client acknowledges that the use of the equipment involves inherent risks and agrees to assume those risks voluntarily.

By accepting and using the rental equipment, the Customer and any user acknowledge that the rental equipment is used at their own risk. Enjoy makes no warranties of any kind with respect to the equipment, whether express or implied, including, without limitation, warranties of continuous operation or fitness for a particular purpose.

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

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

8. Acceptance of the terms

By completing the booking, the Customer confirms that they have read, understood and accepted these terms and conditions.

9. Charges for loss or damage to equipment

- Lost keys: **\$100**

- Loss or breakage of the charger: **\$100**
- Damage to equipment (including control panel, battery or other components) caused by exposure to rain or other liquids: **\$200**
- Damage to equipment caused by shocks, impacts or improper use: **\$200**

These charges will only apply in the event of loss or damage attributable to misuse, negligence, or lack of reasonable care on the part of the Customer. When the equipment is used responsibly, following the usage recommendations and properly caring for all its components, no additional charges will apply.

This Agreement shall be governed by the laws of the State of Florida.

Applicability of Terms

These Terms and Conditions contain separate provisions applicable to different rental products offered by Enjoy Stroller Rental, including:

Section I: Stroller Rental Agreement and Liability Waiver

Section II: Mobility Scooter Rental Agreement – Terms and Conditions

The terms applicable to the Customer shall depend on the rental product selected:

- If the Customer rents only a stroller or stroller-related equipment, only Section I (Stroller Rental Agreement and Liability Waiver) shall apply.
- If the Customer rents only a mobility scooter or scooter-related equipment, only Section II (Mobility Scooter Rental Agreement – Terms and Conditions) shall apply.
- If the Customer rents both a stroller and a mobility scooter as part of the same or related reservation, both Section I and Section II shall apply, and the Customer agrees to comply with all obligations, responsibilities, waivers, and liability provisions contained in both sections.

By completing a reservation, the Customer acknowledges and agrees to be bound by the section(s) applicable to the equipment rented.