



KIDS CAR CLUB LA RENTAL AGREEMENT

TERMS & CONDITIONS

This Kids Car Club LA Rental Agreement (this "Agreement") is made and entered into as of, _____ between **Benir Inc.**, a California Corporation , and _____. This Agreement is subject to the following terms and conditions:

RENTER

NAME: _____

PHONE : _____

EMAIL : _____

LEASE OF RENTALS *(All rentals are subject to a delivery fee based upon location of event.)*

Lessee hereby leases the Rentals, subject to the following specifications:

- Number of Electric Car(s): _____
- Instructor: _____
- Concession: _____
- Delivery Fee: _____ TBD _____

TERM

Owner agrees to rent Rentals for the following period:

Event Date: _____ Event Time: _____

Event Address: _____

DEPOSIT AND/OR CANCELLATION

1. **Renter** must make a security deposit of \$100 (5-8x Cars) and \$250 (9-15x Cars) to reserve the date to complete booking. Security deposit for concessions is \$50.

2. **Renter** must pay remaining balance marked paid upon arrival and before commencement of the Event.

3. **Renter's** deposits are non-refundable. Reservations can only be changed when **Renter** requests adding more rentals. The Parties agree that this Agreement terminates upon the End Date specified above. Notwithstanding anything to the contrary in this Agreement or any Exhibits, either Party may not terminate this Agreement and is obligated to fulfill this Agreement otherwise forfeit their deposit of breaching or terminating this contract. If this Agreement is terminated prior to the End Date, the Parties will work together to determine whether a refund of Rental Fees is necessary. _____

WARRANTY WAIVER

The Owner represents that to the best of his knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use. The **Renter** agrees that **Renter** will not (a) use the Vehicle as a bumper cars (b) allow any other and food or beverages in car. **Renter** is fully aware that the electric rental cars are electric and that battery lasts 1-2 hours if the kids drive it non-stop.

Renter is aware that children 55lbs or more are not allowed to ride in the electric rental cars and that weight over the limit will cause damage to the electric rental car and battery. _____

WAIVER OF LIABILITY/ HOLD HARMLESS

The **Renter** is responsible for the loss or damage to **Renter's** property during this rental agreement. If weather is forecast which might damage the equipment or the Electric Car(s). **Renter** understands and agrees that **Benir Inc** is not responsible for loss or damage to your property or property or others in your control during the entire rental of the equipment. **Benir Inc** shall not be liable and shall be held harmless in any manner for injuries or damage caused by persons or things coming in contact with Electric Cars, or other leased equipment. **Benir Inc** shall not be responsible for conditions brought about by the Acts of God, disturbances of nature, boycotts, labor troubles, contingencies of transportation, civil commotion's or other conditions beyond it's control. Lessee assumes liability for, and shall indemnify, defend and hold harmless lesser, it's agents, employees, officers, directors, successors, and assign from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions cost and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition, operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of the lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lesser against all claims, suits or proceedings commenced by anyone in which lesser is named as a party for which lesser is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act of omission by lesser, and lessee shall be liable and responsible for all costs, expense, and attorneys fees incurred in the defense and/or settlement, judgment, or other resolutions therefore. In the event any such action is commenced naming lesser as a party, lesser may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lesser for all costs, expense, and attorneys fees incurred by lesser in such defense. The indemnities an

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assumption or the an obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease. _____

PROPER USE

Renter will use the equipment only for the purpose for which it was manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state and local laws, rules and regulations. **Renter** will discontinue use of the equipment if it is found to be defective, in need of repair or maintenance, or otherwise not properly functioning. _____

ARBITRATION

In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement, the Parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Los Angeles, CA, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of [State] in the United States shall apply to the arbitration proceedings. The Parties agree that the arbitrator cannot award punitive damages to either Party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. _____

DISPUTES AND GOVERNING LAWS

The laws of the State of California in the United States without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued. _____

GENERAL

This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Affiliate. No alteration or modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized Affiliated of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized Affiliate of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees. _____

DAMAGES

Major scratches \$20
Broken Light \$80
Missing Rare Mirror \$40
Parts Falling Apart (Engine cap)\$60
Door Damage \$130
Tire Damage \$60
Steering Wheel Damage \$80
Radio Damage \$40
Gear Damage \$100
Window Damage \$40
Lost Remote \$25

The Parties acknowledge the existing damage to the Vehicle as notated below:

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**IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.
I have read the all pages above stating terms, conditions, specifications and prices are accepted by:**

Print Name : _____

Signature : _____ Date : _____

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