



TERMS AND CONDITIONS:

The signed Rental Agreement, including these Terms and Conditions, any additional materials we provide at the time of the rental and final receipt constitute the rental "Agreement" between yourself and Excursion Rentals LLC.

You rent from us the Slingshot which rental is solely a bailment for mutual benefit. You agree to the terms below and on the other documents within the Agreement, provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You" and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to SLINGSHOT RENTALS PA . You also agree that you are not our agent for any purpose; and that you cannot assign or transfer your obligations.

Changes:

Any change in this rental agreement or our rights must be in writing and signed by an authorized SLINGSHOT RENTALS PA managing member.

Meaning of Slingshot:

The word "Slingshot" in this agreement means the vehicle rented or its replacement, and includes tires, equipment, accessories, plates and documents, unless otherwise explicitly specified in this rental agreement.

We require all of our customers to meet the following requirements:

1. For a Slingshot rental, you must have a current, valid U.S. Driver's License. Your driver's license (as well as any additional drivers under your rental) must be in your possession and their possession at the time of pickup. This must happen before the Slingshot can be released to you. You must be at least 18 years of age to operate the Slingshot, ***\$100 fee for driver under 25 years of age***. You represent that you are a capable and validly licensed driver. You agree that we have the right to verify that your license has been validly issued and is in good standing; and that we may refuse to rent to you if your license has been suspended, revoked or otherwise restricted in any way. We reserve the right to deny rentals based upon information provided by the Motor Vehicle Department of the jurisdiction that issued your license or any other reliable source in the business or validating identity.
2. ***We recommend All drivers and passengers wear a helmet at all times*** while in the Slingshot. Helmets are available for rent. If you bring your own helmet, it must be a DOT certified (full face helmet).
3. You agree not to allow anyone other than yourself or other authorized drivers under your rental agreement to operate your rental Slingshot.
4. You agree not to perform stunts of any kind on your rental Slingshot including but not limited to drifting or burnouts. You also agree not to take the Slingshot off-roading.

****We reserve the right to terminate your rental agreement and retake possession of the Slingshot in response to a violation of ANY of the foregoing, as well as Prohibited Uses outlined below.***

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Return of the Slingshot:

Along with the renter, a member from Slingshot Rentals PA will perform a walk through of rented Slingshot. You must return the Slingshot in the same condition you received it, ordinary wear and tear excepted, on the date and at the time indicated on the rental document. You must return it sooner on our demand. If you return it later than scheduled return time, ***you may be charged a late fee at a rate of \$50.00 for every half hour past scheduled return time.*** It is your responsibility for damage to or loss of the Slingshot will continue and all charges stated on the rental document as a periodic rate will continue to accrue until Slingshot Rentals PA retakes actual possession of the Slingshot, and your responsibility for all charges for damage to or loss of the Slingshot will continue until the Slingshot is actually returned or recovered. If you wish to extend any rental you must contact us at (267) 403-6640 to request it before your return date. We may or may not grant an extension or grant it for the entire period you request, in our sole discretion. If we do grant an extension a different or higher rate may be applied to the extension period and a service fee may also apply.

Where You'll Return the Slingshot:

The Slingshot must be returned to our office space at 2013 S. 20th Street., 2nd Floor., Philadelphia, Pennsylvania 19145 unless our pickup option is requested. If return is indicated to a location other than the location where your rental commences you will have to pay our "Slingshot Pick Up" fee of \$100.00 (within 20-mile radius, rates will apply if outside service radius). If you return the Slingshot to a different location from the agreed return location without our permission, you agree to pay the "unauthorized return location fee" specified by us.

Rental Charges:

We will determine the miles by reading the factory-installed odometer. If you fail to comply with any conditions for special rates specified on the rental agreement our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, concession recovery fees, vehicle license recovery fees, other fees and surcharges.

You will pay a reasonable fee for cleaning the Slingshot's interior upon return for excessive stains, trash, dirt, soilage or odors attributable to your use.

If the key(s) are not returned with the Slingshot, there is an additional \$250.00 fee for key replacement.

We maintain a non-smoking fleet. You will pay an additional charge if you or any passenger smokes in the Slingshot.

You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so.

If you use a Slingshot with automatic toll payment capability, you will pay us or our toll program administrator, with whom we will share rental and all your credit card/debit card information, for all tolls incurred during your related fees, charges and penalties.

Taxes:

You will also pay all applicable taxes as well as any additional charges provided on the rental agreement which are over and above the base rental rate.



Damage/Loss to the Slingshot:

If the Slingshot is lost or damaged as a direct or indirect result of a violation (listed under the “Prohibited Use of the Slingshot” section detailed below), or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the Slingshot regardless of cause, or who, or what caused it. If the Slingshot is damaged you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the Slingshot in its damaged condition, you will pay the difference between the Slingshot’s retail fair market value before it was damaged and the sale proceeds. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, as part of your rental charges at the time of return. If the Slingshot is stolen and not recovered you will pay us the Slingshot’s fair market value before it was stolen. As part of our loss, you will also pay for loss of use of the Slingshot, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any (“Incidental Loss”). If your responsibility is covered by any insurance, credit card benefit, travel insurance or other such insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and assign of your benefits directly to us to recover all consequential and incidental damages including but not limited to the repairs of the Slingshot plus diminished value or the fair market retail value of the Slingshot (less salvage value plus costs incurred in the salvage-sale), and all loss of use, towing, storage and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. You understand that you are not authorized to repair or have the Slingshot repaired without our express prior written consent. If you repair or have the Slingshot repaired without our consent, you will pay the estimated cost to restore the Slingshot to the condition it was in prior to your rental. If we authorize you to have the Slingshot repaired, we will reimburse you for those repairs only if a repair receipt reflecting proof of payment is submitted to Slingshot Rentals PA.

Repossessing the Slingshot:

We can repossess the Slingshot at any time in our sole discretion for reasons that include, but are not limited to the following: it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. You agree that we needn’t notify you in advance. If the Slingshot is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the Slingshot. You agree that such cost will be charged to the card you used to rent the Slingshot.

Prohibited Use of the Slingshot:

Certain uses of the Slingshot and other things you or an authorized driver or passenger under your rental may do or fail to do, will violate this agreement. **A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL PRODUCTS**



GUIDELINES

SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO ADDITIONAL INSURANCE COVERAGES, EXTENDED ROADSIDE ASSISTANCE AND LOSS DAMAGE WAIVER OR PATIRAL DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO EXCURSION RENTALS LLC FOR ALL THE PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS THAT EXCURSION RENTALS LLC MAY INCUR. It is a violation of this paragraph if:

- a. If you use or permit the Slingshot to be used by anyone other than an authorized driver listed within this rental agreement. Valet service cannot be used with the Slingshot.
- b. If you carry passengers or property for hire
- c. If you tow or push anything
- d. If you operate it in a test, race or contest, drifting, burnouts or take it on unpaved roads
- e. If the driver is under the influence of alcohol or a controlled substance
- f. For any conduct that could properly be charged as a felony or misdemeanor, including the transportation of a controlled substance or contraband, driving recklessly or while overloaded
- g. If you or an additional driver, authorized or not:
 - a. Fail to promptly report any damage to or loss of the Slingshot when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate fully with our investigation
 - b. Where required by law, failed to report an accident to law enforcement
 - c. Obtained the Slingshot through fraud or misrepresentation
 - d. Leave the Slingshot and fail to remove the key or close and lock all doors/compartments, close all windows and trunk (if applicable), and the Slingshot is stolen or vandalized
 - e. Intentionally or with willful disregard cause or allow damage to the Slingshot
 - f. Return the Slingshot later than the return time listed on the rental agreement and the Slingshot is damaged, stolen or vandalized.
 - g. Driving or operating the Slingshot while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode shall be deemed a breach of this contract.

Fuel Service Charge:

The Slingshot rental will be provided with a full tank of PREMIUM fuel (91 Octane only). Please return it the same way. A fuel charge (\$50.00) will be added if it returns with less than what the level was at Pickup.

Tickets/Toll Charges:

If you get a ticket or run a toll you are responsible for it. Should you not handle it in a timely manner, SLINGSHOT RENTALS will add a \$75 processing fee.

Fines, Expenses, Costs and Administrative Fees:

You will pay all fines, penalties and court costs for parking, traffic, toll and other violations, including storage liens and charges. You will also pay a reasonable administrative fee with respect to any violation of this agreement, such as for repossessing or recovering the Slingshot for any reason.

You agree we may, in our sole discretion, pay all tickets, citations, fines and penalties on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee. You agree and acknowledge that we cooperate with all federal, state, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You agree to indemnify and hold us and any applicable third-party billing services for any tickets, citations, fines, penalties and administrative fees.

Commissions Disclosure:

As part of our effort to provide quality excursion packages and extend great discounts, SLINGSHOT RENTALS PA partners up with other businesses and may receive commissions. However, there are no commissions received on the Slingshot rental.

Indemnification and Waiver:

You shall defend, indemnify and hold SLINGSHOT RENTALS PA and its agents, representatives, designees, affiliates, successors or assigns, to the fullest extent allowed by law, from any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the Slingshot by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. You waive any claim against us for incidental, special or consequential damages in connection with the rental. Excursion Rentals has not given any guarantees, warranties or representations with respect to use of the Slingshot. Both parties acknowledge that use of the Equipment may result in (i) damage to personal property; (ii) claims or demands against either or both parties for bodily injury or property damage; or (iii) third parties' claims or demands against the parties for bodily injury or property damage. Renter hereby voluntarily assumes, to the fullest extent allowed by law, all risks, known and unknown, of its use of the Slingshot.

Property in the Slingshot:

SLINGSHOT RENTALS PA is not responsible for loss of or damage to any property in or on the Slingshot, in any service vehicle, on our premises, or received or handled by us, regardless of who is at fault. You will be responsible to us for claims by others for loss or damage.

INSURANCE:

You are responsible for all damage or loss during your rental. You agree to provide primary auto liability, collision and comprehensive insurance covering you, us and the Slingshot. You and we reject no-fault and uninsured or under-insured motorist coverage. Giving the Slingshot to an unauthorized driver terminates our liability insurance, if any.

If for any reason our Slingshot gets damaged during the term of your rental agreement then the amount needed for the repair will be deducted out of your security deposit. All coverage and waivers are subject to the terms and conditions of the rental contract and do not include coverage for property, personal or otherwise, or damage as a result of negligence on the part of the renter, authorized drivers under your rental agreement or passengers, for any illegal use of the Slingshot or its use under the influence of drugs, prescription or over the counter medications or alcohol. *Please keep in mind that you are responsible for the operation of your rental vehicle. Our rental rules, must be acknowledged and adhered to at all times.*



Reservation, Security Deposit and Cancellation Policies:

Reservations:

1. Reservations are dependent on Slingshot availability. SLINGSHOT RENTALS reserves the right to substitute a vehicle if one becomes unavailable for circumstances beyond our control.
2. There are no refunds of \$50 reservation deposit for undesirable weather but we will reschedule you and make certain that your new reservation is first in queue.
3. Slingshot rental will be held for 1 hour beyond the scheduled reservation pickup time. If you are running late, call us!
4. Our Slingshots have 250/day mileage restrictions per day. Additional miles are charged at \$0.33/mile.

Security Deposit:

****A Security authorization hold of \$2,000 will be applied to your credit card at time of rental pick up. \$2,000 in cash is also acceptable. The Slingshot operator will need to provide a valid credit card or equal value in cash for the Security Authorization Hold. We hold this deposit as an authorization hold – it is not a charge. SLINGSHOT RENTALS PA LLC reserves the right to refuse service to anyone. We may use your security deposit to pay any amounts owed to us under this Agreement.***

Cancellations:

If you need to cancel a confirmed reservation we ask it happens at least 10 days prior to the start date of the reservation. If you are unable to cancel with us prior to the 10-day communication and cancellation period your rental purchase will be kept as CREDIT. Please plan your time accordingly.

We do not offer credits or refunds for early returns, or any unused portion of the rental period.

Accepted Methods of Payment:

We accept Cash, Visa, Mastercard and American Express. We do not accept Checks.

Our Business Hours:

Reservations can be made online anytime through our website: www.slingshotrentalspa.com or phone (267) 403-6640

We also offer deliver and pickup options depending on location (additional costs).

Mechanical Problems:

Please report any mechanical problems to us immediately at (267) 403-6640. You may be held responsible for mechanical damage by not adhering to inspecting the Slingshot each time before you ride it. If it has a flat or leak do not continue riding it. Treat the Slingshot like you are riding your own. Excessive tire wear from misuse will result in you being charged for a replacement tire plus installation.

Ride Responsibly

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