

RENTAL AGREEMENT AND RELEASE

Definitions

1. The “Rented Equipment” includes any and all equipment, products, and other property rented to Client by **LITTLE LUXE LLC**.
2. The “Client” includes any person or persons who agrees to rent or who reserves for rental the Rented Equipment.
3. The “Company” is **LITTLE LUXE LLC**, a limited liability company organized under the laws of the State of South Carolina, with a principal place of business in Bluffton, SC.
4. The “Rental Period” is the time period for which the Client has rented the Rented Equipment, and any additional time after the Rental Period during which Client either retains or fails to return the Rented Equipment.

Rented Equipment and Rental Period

5. Rented Equipment. Client agrees to rent from the Company, and the Company agrees to rent to Client, the Rented Equipment that Client designated in Client’s reservation.
6. Client understands and agrees that a delivery charge of \$0 to \$25 will be charged for delivery of the Rented Equipment to Client’s designated destination. Company will deliver the Rented Equipment to the destination at or before the beginning of the Rental Period. Company will set up Rented Equipment if requested by Client. This is performed solely as a courtesy. It remains the Client’s responsibility to ensure the equipment is set up properly and safe for use.
7. The Rental Period and Client’s payment obligation will be extended to the date when the Rented Equipment is returned if it is not returned on the scheduled date and time. The Company will make no cost reduction for unused time or for unused Rented Equipment.
8. Client agrees to notify the Company in advance if Client seeks an extension of the Rental Period. An extension of the Rental Period may be granted or refused by the Company at the Company’s sole discretion. Client agrees to pay the same rate for the extension period and agrees that the Company shall add that extension charge to any credit card that Client has authorized for the rental payment.
9. Client agrees that Client’s failure to return the Rented Equipment on or before the scheduled return time shall extend the Rental Period up to the date the Rented Equipment is returned, and that Client will pay the additional charge for that extended period at the rate for the original Rental Period.
10. At least 36 hours prior to delivery, Client will notify the company of: (a) the location and date and time when Client wants the rented Equipment delivered; and (b) the name of the person who is authorized to accept delivery. Client is responsible for making any and all arrangements for that agent or delegate to accept the Rented Equipment.

Fees and Reservations.

11. All fees are due at the time a reservation is made. Fees will vary depending upon the length of rental and the types and amounts of the Rented Equipment. Client understands and agrees that Client's credit card will be charged for the full rental amount of the Rented Equipment and delivery charge at the time of reservation.
12. Reservations can be made online or by phone and must be secured with a valid credit card. A contact telephone number must be provided at the time that any reservation is made. All online reservations will be confirmed by the Company through email or telephone within forty-eight (48) hours of the reservation.

Damaged or Lost Equipment

13. Client agrees to pay \$50 professional cleaning fee for any Rental Equipment returned to the Company in an exceptionally dirty condition (such as saturated with smoke, vomit, food (or the odors thereof), or with excessive stains or marks. Client authorizes the Company to charge the Client's credit card the amount of the professional cleaning fee. Client will not be liable for ordinary wear and tear that occurs with the proper and normal use of the Rented Equipment.
14. Client agrees to pay for the replacement cost of any equipment that is not returned, is lost, or is damaged or soiled to the point that Company in its sole discretion believes that Company should not rent the equipment to other customers.
15. Client authorizes the Company to charge Client's credit card for any unpaid rental fees and/or replacement fees. The replacement fees for lost or damaged Rented Equipment will be the MSRP found on the Manufacturer's Website.
16. Client agrees to inspect the Rented Equipment upon receipt, and Client hereby agrees to notify the Company immediately in the event that any of the Rented Equipment is unfit for use or of unsatisfactory condition. Client agrees that failure to notify the Company of any purported unfitness for use or unsatisfactory condition shall be deemed a waiver of any and all claims related thereto.
17. Client assumes all responsibility for the use of the Rented Equipment in accordance with those instruction manuals published by the manufacturers of the Rented Equipment. The Company is not responsible for Client's misuse of the Rented Equipment or the Client's failure to follow instructions and/or recommendations in instruction manuals.

Indemnification and Release of Liability

18. Client agrees to indemnify, defend, and hold harmless Company and its agents against any and all claims, damages, losses, liabilities, judgments, deficiencies, actions, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and costs, fees and costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, from any claim of a third

party relating to or arising out of: (a) the use of the rented equipment (b) any act or omission of Client (c) Client's negligence, willful misconduct, or breach of this agreement. Client shall not enter into any settlement without Company's prior written consent.

19. Client understands there are risks associated with use of the Rented Equipment. Client assumes any and all risks, both known and unknown, related to the use of the Rented Equipment, and assumes full responsibility for any such risk.
20. Client agrees on his/her behalf and on behalf of Client's heirs, personal representatives and next of kin, to release Company and agrees not to sue the Company or Company's officers, agents and employees, with respect to any and all bodily injury, disability, death, loss or damage whether caused by negligence of Company or otherwise incurred in connection with the Rented Equipment. Client further agrees to hold harmless and to release company from and against any claims and causes of action for physical or emotional injuries and damages incurred in connections with the Rented Equipment.

Limitation of Liability

21. In no event shall Company be responsible or liable for any Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages arising out of or in any way relating to the Rented Equipment or any breach of any provision of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Company was advised of the possibility of such damages, and (c) the legal or equitable theory upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall Company's aggregate liability under this agreement exceed three times the total of the amounts paid to Company by Client.
22. Client represents and warrants that (i) each item of rented property is of a type, design, quality and manufacture selected by Client, acceptable to Client and suitable for Client's purposes, (ii) Client acknowledges that Company is not the manufacturer or supplier of the equipment or the representative of either, that Company is not required to enforce any manufacturer's warranties on behalf of Company or Client, and (iii) that Company rents the equipment to Client "As Is", without warranty or representation either express or implied, and Company expressly disclaims any warranty, express or implied, as to (a) the title, condition, fitness for use for a particular purpose, design, compliance with specifications, operation, or merchantability thereof, (b) the absence of latent or other defects, whether or not discernable, (c) the absence of infringement of any patent, trademark or copyright, or (d) any other matter whatsoever, it being agreed that all such risks, as between Company and the Client are to be borne by Client.

Cancellations

23. Cancellations made at least 72 hours prior to the start of the Rental Period will receive a refund of all amounts charged (less non recoverable processing fee of approximately 3%). Cancellations made less than 72 hours but more than 48 hours prior to the start of the Rental Period will receive a fifty percent (50%) refund of all amounts charged. There will be no refund for cancellations made less than 48 hours prior to the start of the Rental Period.

Miscellaneous

24. Client shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without prior written consent of Company.
25. The validity, interpretation and enforceability of this Agreement shall be governed by the laws of the State of South Carolina. Any action brought to enforce this Agreement shall be brought exclusively in the Beaufort County Court of Common Pleas or if applicable the United States District Court with jurisdiction over Beaufort County, South Carolina.
26. If any portion or portions of this Agreement are found to be void or unenforceable by any Court, the remaining terms of this Agreement shall remain in effect and enforceable.
27. This agreement benefits solely the Parties to this agreement and their respective permitted successors and nothing in this agreement, express or implied, confers on any other Person any legal or equitable right, benefit, remedy of any nature whatsoever under or by any reason of this Agreement.

Waiver of a Jury Trial

28. Each party acknowledges and agrees that any controversy arising under this Agreement is likely to involve complex legal issues. Therefore, each party waives any right it may have to a trial by jury in respect of any legal action, arising out of, or relating to, this agreement of the Rented Equipment

Attestation

29. I have read this Agreement and Release in its entirety. I understand it and sign it voluntarily as my own free act and deed. I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully attending to be bound by same. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.
30. I intend that my electronic/digital acceptance of this Agreement and Release shall have the same legal effect as my pen/ink signature on paper.