

This rental contract by and between _____ (hereafter client/ customer/you) and Magical Strollers (hereafter company/we/us) declares that you accept all of the terms and conditions of this contract by selecting "I Agree" on our website, by signing at the bottom of this contract, or by other means when placing an order for a rental (e.g. phone, text, fax, through concierge, or another third party). If you do not accept these terms do not continue with your order and/or accept the rental. By accepting the rental, you accept all of the terms and conditions, website terms, privacy policy, FAQ, and liability waiver.

Definitions:

Equipment/ rental equipment- Every piece the client receives during the rental period, whether free or at charge, and all of its parts.

Rental period- The rental period begins when the equipment is delivered and leaves the driver's possession and ends when Magical Strollers gains possession of the stroller after the rental.

Payment is due at the time of ordering. Payments must be made by credit or debit. The client will receive an invoice of all details upon request. When ordering the client will provide us with the delivery details including location and time of arrival. If the pickup location will be different from the drop off location, the client will provide these details at the time of order. If the drop off location is on private property (e.g. resort, hotel) there may be instances where drop off is prohibited. In the event that this occurs, the client will provide an alternate drop off location and time. The client will inform Magical Strollers of any changes to the drop off/ pick-up location 24 hours prior to the reservation. If no contact is made within 24 hours, the client accepts the delivery of the rental equipment. If prior notification is not made to drop off/pick-up locations, a \$30 return/alternate trip fee may apply. Free delivery within our coverage area (within 10 miles of the Disney, Universal and Sea World parks).

The client is entitled to a 100% refund for cancellations that are made within our guidelines. The client is responsible to notify us of any cancellations at least 72 hours prior to the set delivery time. If a cancellation is not made with 72 hour prior notice, the client will be refunded the full amount less restocking and cancellation charges made at the discretion of Magical Strollers. This amount will not exceed \$50.

The client is solely responsible for ensuring that the equipment is available for pick-up. The client is responsible for contacting us about a delay in returning the equipment. Approval for the delay is at the discretion of Magical Strollers. If the client would like to end the rental period early, Magical Strollers will be contacted at least 24 hours in advance of the early return. Clients may request a change in product due to size or transportation issues. Changes are at the discretion of Magical Strollers. A restocking fee may be applied to changes in equipment or early returns. Magical Strollers may make arrangements on your behalf on private properties to deliver the equipment prior to your arrival and make arrangements with an employee of a private property to hold the equipment for you.

Magical Strollers is a rental company. Equipment is never sold from Magical Strollers and all equipment distributed is for a rental for the specified time agreed to by both parties and listed in the rental contract. All equipment must be available for return at the agreed upon time and location. If the rental is not returned at the contracted time, the client agrees to pay \$10 for each additional day that the equipment is not returned. The client agrees that their card will be charged \$10 for each additional day and a \$30 return trip fee may apply.

The client agrees to use and operate the equipment as stated by the manufacturer and within legal means. The client is responsible for watching the operator video on our website and/or reading the manufacturer's instruction manual. The client agrees to use the equipment safely and as intended. The

rental equipment will be used by the client and family only. No leasing, sharing, or trading of the equipment is permitted.

If at any time the equipment does not work properly, appears dangerous, malfunctions, or the operator does not know how to use or feels uncomfortable with the operation of the equipment, the operator will immediately cease/stop equipment use and contact Magical Strollers. We will then discuss the closest location to bring the equipment. Once the operator feels comfortable with the equipment, the equipment is repaired or a replacement is made, the client can choose to use the equipment (or replacement equipment) again in accordance with all of the details of the agreement.

Upon placing an order, the client has proposed an agreement between him or her and Magical Strollers. We reserve the right to accept or decline a reservation for any reason. A reservation may be declined due to unavailability, returns not made, emergency or other reasons. If a reservation is declined you will be notified. When accepted, the order will take place as agreed upon as long as the client has met all of their responsibilities and provided us with all of the necessary information. Magical Strollers reserves the right to make substitutions and cancellations when necessary. Magical Strollers will make every attempt to adhere to the client's desired materials. Cancellations are rare and are due to circumstances outside of Magical Strollers' control. Alterations to the order details may become necessary. In the event that an alteration is necessary, we will make our best effort to ensure that you are notified as soon as possible, giving you an opportunity to cancel if you would like.

Upon acceptance of the rental equipment, the client is responsible for inspecting the equipment for any problems with operation and damage. The client then accepts the equipment as is and is liable for any damage, loss, theft, permanent staining/markings, and/or destruction of the rental equipment and all of its parts. If any loss or theft of the equipment occurs during the time of the client's possession, whether it is the client's fault or not, the client is fully responsible for the repair of the equipment (if applicable) or the full price of equipment replacement, unless the client has purchased adequate rental insurance with Magical Strollers. The client may also be responsible for loss and damages until the equipment is replaced/ repaired. The client authorizes Magical Strollers to charge the customer via rental credit card or other methods for the entire amount listed above, at the discretion of Magical Strollers. The client may be charged for any missing parts, damage or loss during the rental period. The client is responsible for returning the equipment in the same state that it was delivered. Failure to do so may result in an extra cleaning charge of \$30 - \$50. Extra cleaning may result from, but not limited to, chewing gum, crayon markings, pen ink, glue, markers, paint, ice cream, dried/ stuck on food and beverages, vomit, and urine or fecal matter.

Magical Strollers owned equipment is used at the client's absolute and sole risk of injury and/or loss of every kind and nature. While in the client's possession, the client assumes all responsibility for the equipment. The client agrees to indemnify and hold harmless, Magical Strollers, and all of their owners, operators, drivers, partners, officers, directors, hotel delivery personnel and employees of all nature from any claim arising from the client's use, operation, or possession of Magical Strollers' rental equipment. The client assumes all responsibility for the use and safety of the equipment. Magical Strollers and all of their associates will not be held responsible for any loss, damage, or injury, including death, that occurs from any rental equipment or any failure of the equipment to function as intended by the manufacturer.

The client agrees to indemnify, defend, and hold Magical Strollers and all of their associates harmless from any claims, liabilities, expenses (including reasonable attorney fees) arising or resulting from any issue with the equipment, including possession, manufacture, use, condition, operation, handling, transportation, and/or return of the equipment. This includes the customer's breach of any term or condition of this and any agreement.

The client acknowledges that he or she has read all of the details in this document and voluntarily assume the risk of any damage or injury occurring in connection with the rental equipment. The client agrees to waive, release, and discharge Magical Strollers and all of its associates from any and all liability for any loss, personal injury, loss of life, and/or casualty which may occur. It is further understood and agreed upon that this waiver, release and assumption of risk is binding the client, the client's children, the client's heirs, next of kin, executors, administrators, and assigns in the event of any injury or death to the client or any other person that is operating or using the equipment.

Signature:

Witness Signature:
