

SLINGSHOT RENTAL AGREEMENT

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 Awready Rentals LLC.

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 Awready Rental, a Texas Limited Liability Company.

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.

- I. DEFINITIONS. "Agreement" refers to all terms and conditions found on this form. "You" and "your" refer to the person who signs this agreement and any Authorized Driver and any person or organization to whom charges are billed by us at its or the customer's direction. "We," "our," and "us" refer to Awready Rental, LLC. You also agree that you are not our agent for any purpose; and that you cannot assign or transfer your obligations. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "Slingshot" and "Rental" refer to the vehicle rented or its replacement and include tires, equipment, accessories, plates, and documents, unless otherwise explicitly specified in this rental agreement.
- II. RENTAL REQUIREMENTS. 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 25 years of age to operate the Slingshot. And act it. 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. A pre-ride evaluation may be conducted to verify that you can operate a manual transmission, along with a safety overview. You agree not to allow anyone other than yourself or other authorized drivers under your rental agreement to operate your rental Slingshot. 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.**
- III. SECURITY DEPOSIT. A Security authorization hold of \$500.00 (if using a major credit card) or \$1000.00 (if using a debit card) will be applied to your credit/debit card at the time of rental. The Slingshot operator will need to provide a valid credit/debit card for the Security Authorization Hold. We hold this deposit as an authorization hold on your credit card – it is not a charge. Reserve the right to refuse service to anyone. We may use your security deposit to pay any amounts owed to us under this Agreement.
- IV. 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 underinsured motorist coverage. You will be required to furnish to us proof of insurance at the time of rental. We may call to verify insurance at any time during your rental period. 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 from your security deposit. All coverage and waivers are subject to the terms and conditions of the rental contract. They 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 service 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 always be acknowledged and adhered to.

- a. **OPTIONAL INSURANCE COVERAGE.** You may purchase insurance coverage through us at the standard rate of \$25.00 per day. Giving the Slingshot to an unauthorized driver terminates our liability insurance if any.

V. **VEHICLE INSPECTION; PRE-DRIVING CHECKLIST.** A Pre-Rental inspection and Pre-Driving checklist will be completed when your Slingshot is delivered. If there is any damage to the Rental not noted in the Pre-Rental Inspection or not prior known by us, you will be responsible for repairing this damage. You will be required to review and sign the Pre-Driving Checklist. As all of our Rentals are unique, it is imperative that you review the Pre-Driving Checklist carefully and understand how to operate the Slingshot before it's driven.

VI. **RENTAL CHARGES.** You will pay for the number of miles you drive and the period you rent the Slingshot at the rate indicated on the rental document. The minimum charge is 2 hours, plus mileage or a fixed fee. We will determine the miles by reading the factory-installed odometer. The daily charge rate applies to consecutive 24 - hour periods starting at the hour and minutes the rental begins or if a calendar day is specified on the rental document, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental commences. The daily charge will also apply to late hourly rental returns. If you fail to comply with any conditions for special rates specified on the rental agreement, our otherwise applicable rates will be charged. You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for paying all such charges. If you direct us to bill any such amounts to a third party, you represent that you are authorized to do so.

- a. **MISCELLANEOUS FEES.** 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 price for cleaning the Slingshot's interior upon return for excessive stains, trash, dirt, soilage, or odors attributable to your use.

- i. **KEY RETURN.** If the key(s) are not returned with the Slingshot, there is an additional \$300 fee.
- ii. **NON-SMOKING.** We maintain a non-smoking fleet. You are not permitted to smoke or allow anyone else to smoke in the rental. You will pay an additional cleaning charge if you or any passenger smokes in the Slingshot.
- iii. **FUEL.** Rental shall be returned to us with equal to full fuel levels, or you agree to pay us \$1.00/ gallon more than the state average to refill fuel at equal to full levels.

VII. **MILEAGE RESTRICTIONS.** Our Slingshots have 100 miles/day mileage restrictions. Additional miles are charged at \$.50/ mile. Your Rental will be equipped with a GPS Tracking Device that will allow us to always determine the vehicle's location and track the mileage added to the Vehicle. **YOU CONSENT TO OUR USE OF THE GPS TRACKING DEVICE ON YOUR RENTAL VEHICLE.** With written authorization from us, you may be permitted to take the Rental outside the Driving Area Limit, but in no event shall You be permitted to take the Vehicle outside the State of Texas.

VIII. **PICK UP AND RETURN.** The Slingshot you selected may be picked up at our location or dropped off at your place of residence/ vacation rental in Houston. If you are located outside of Houston or wish to arrange a different pickup or drop-off, please get in touch with us prior to signing this Rental Agreement.

- a. **RETURNS.** The Rental may be returned to the exact pick-up location or at our office only. Returns must occur during business hours. If the slingshot is returned after closing hours, you remain

responsible for the safety of, and damage to, or loss of, the Slingshot until we inspect it upon our next opening for business. The rental service or replacement of parts or accessories during the rental must have our prior approval. In the rental period, flat or damaged tires are the renter's responsibility and must be paid by Renter. You must check and maintain all fluid levels. The Slingshot shall always be parked with the top, and all the windows CLOSED in a secure area. A service charge may apply if you return the Slingshot to any other location other than the location where it is rented.

- b. UNAUTHORIZED RETURN LOCATION. If your rental is not returned to the agreed return location, you may be charged an unauthorized Rental return location fee of up to \$75.00 plus an additional mileage or towing cost to cover the cost of collecting the rental. If the Rental is abandoned or left outside the 100-mile radius of our location, you will be charged for all costs associated with towing the rental back to our storage facility, plus an additional fee of \$150.00 for the unauthorized return location.
- c. LATE RETURN FEE. If your Rental is returned more than two (2) hours late, you will be charged a LATE RETURN FEE equal to the FULL DAY RENTAL FEE for your Rental. You agree that this fee is reasonable in the light of the need for us to ensure the Rental is available for the next renter and the damages we are likely to suffer in the event of a late return.

IX. 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 concerning 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.

X. CANCELLATIONS. If you cancel your reservation 48 hours in advance, we will happily refund the pre-paid rental fee. If you cancel less than 48 hours in advance but more than 12 hours in advance, you will receive a ½ refund of your prepaid rental fees. If you cancel less than 12 hours in advance, your pre-paid rental fees will **not** be refunded. We will hold your rental for one hour (1-hour) beyond the scheduled reservation time. You must contact us if you are running late; failure to do may result in cancellation with no refund provided.

- a. CANCELLATIONS DUE TO WEATHER. There are no refunds for undesirable weather, but we will reschedule you and ensure your new reservation is first in the queue.
- b. EARLY RETURNS. We do not offer credits or refunds for early returns or any unused portion of the rental period.

XI. LOSS AND DAMAGES. You are responsible for all loss or theft of, or damage to (not including normal tire wear and tear), the rental, including but not limited to, the cost of repairs or the actual cash retail value of the rental on the date of the loss if the rental is not repairable or if we elect not to repair the rental, plus loss of use, diminished value of the rental caused by the damage to it or repair of it, and our administrative expenses incurred processing the claim. **BY SIGNING THIS VEHICLE RENTAL AGREEMENT IN PERSON OR ELECTRONICALLY, YOU ACCEPT RESPONSIBILITY FOR ALL LOSS OR DAMAGE TO THE VEHICLE UP TO THE FULL FAIR MARKET VALUE OF THE VEHICLE.**

- a. STOLEN. 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 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 Awready Rental, LLC.

XII. **MECHANICAL PROBLEMS.** You must report any mechanical problems to us immediately. 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 charge you for a replacement tire plus installation.

XIII. **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**

a. It is a violation of this paragraph if:

- i. 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.**
- ii. If you tow or push anything
- iii. If you operate it in a test, race, or contest, drifting, burnouts, or take it on unpaved roads
- iv. If the driver is under the influence of alcohol or a controlled substance
- v. 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
- vi. If you or an additional driver, authorized or not:
 1. 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
 2. Where required by law, failed to report an accident to law enforcement
 3. Obtained the Slingshot through the fraud of misrepresentation
 4. 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.
 5. Intentionally or with willful disregard cause or allow damage to the Slingshot
 6. Return the Slingshot later than the return time listed on the rental agreement, and the Slingshot is damaged, stolen, or vandalized.
 7. Drive or operate the Slingshot while using a hand-held wireless communication device or other device 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.

b. **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 violations described above. 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 a fee will be charged to the card you used to rent the Slingshot.

XIV. **INDEMNITY AND WARRANTIES.** You agree to indemnify, defend us, and hold harmless from all claims, liability, costs, and attorney fees we incur resulting from, or arising out of, this rental and your use of the Slingshot. We make no warranties, express implied or apparent, regarding the Rental, no warranty of

merchantability, and no warranty that the Rental is fit for a particular purpose.

- XV. **ASSUMPTION OF RISK.** You expressly and voluntarily assume all risk and liability for death or injury to any person or property and all other risks and liabilities arising from the Rental's use, condition, and possession while in your possession.
- XVI. **PRE-DISPUTE RESOLUTION PROCEDURE.** Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration or a small claim proceeding), you and Awready Rental, LLC agree that we shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonably good faith effort to resolve the claim. If you intend to assert a claim against Awready Rental, LLC, you must send the written notice of the claim to Awready Rental, LLC Attn: (Name) (Full Address). If Awready Rental, LLC intends to assert a lawsuit against you, we will send the written notice of the claim to you at your address appearing in our records. **NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).**
- XVII. **DISPUTE RESOLUTION.** Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and Awready Rental, LLC arising out of, relating to, or in connection with your rental of a vehicle from Awready Rental, LLC and these rental terms and conditions shall be exclusively settled through binding arbitration through the American Arbitration Association ("AAA") under the AAA's then-current rules for commercial arbitration. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court, and review by a court is limited. **YOU AND AWREADY RENTAL, LLC AGREE THAT SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.**
- Notwithstanding any provision in these terms to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, however, neither you nor we are entitled to arbitration. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in these Rental Terms and Conditions to the contrary, we agree that if Awready Rental, LLC seeks to delete or materially modify the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) that you had already provided notice to Awready Rental, LLC. Information on AAA, its rules and procedures, and how to file an arbitration claim can be found on its website www.adr.org Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a Slingshot related to your rental, are exempt from the preceding dispute resolution provision.
- XVIII. **JURISDICTION AND VENUE.** The parties agree that the Courts of the Harris County, State of Texas shall have sole and exclusive jurisdiction and venue for resolving all disputes arising under the terms of this Agreement and the transactions contemplated herein.
- XIX. **ENTIRE AGREEMENT, NO ORAL MODIFICATIONS.** This Agreement and any Additional Terms provider to You constitute the entire agreement between the Parties concerning the rental of your Slingshot and supersedes all agreements, proposals, representations, and other understandings, oral or written, of the Parties. No alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized representative 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 representative of the waiving Party. If any provisions of this Agreement are 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, email being sufficient, to the Party at the address stated above or at such different 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.

BY SIGNING THIS VEHICLE RENTAL AGREEMENT ELECTRONICALLY OR IN PERSON, THE RENTER AGREES TO ALL TERMS AND CONDITIONS OUTLINED IN THIS SLINGSHOT RENTAL AGREEMENT, THE SLINGSHOT RENTAL TERMS AND CONDITIONS INCORPORATED HERIN, AND ANY ADDITIONAL TERMS PROVIDED TO THE RENTER UPON RENTING THE VEHICLES.

DATE: _____

RENTER/DRIVER NAME: _____

RENTER/DRIVERSIGNATURE: _____

ADDITIONAL DRIVER NAME: _____

ADDITIONAL DRIVER SIGNATURE: _____

AWREADY RENTAL, LLC

BY: _____

DRIVER IDENTIFICATION AND INVOICE

PRIMARY RENTER/ DRIVER

FIRST NAME: _____ MIDDLE NAME: _____ LAST NAME: _____
 EMAIL: _____ PHONE: _____ ALTERATE NUMBER: _____
 HOME ADDRESS: _____ COUNTY: _____ CITY _____ STATE: _____
 DL#: _____

ADDITIONAL DRIVER

FIRST NAME: _____ MIDDLE NAME: _____ LAST NAME: _____
 EMAIL: _____ PHONE: _____ ALTERATE NUMBER: _____
 HOME ADDRESS: _____ COUNTY: _____ CITY _____ STATE: _____
 DL#: _____

DATE OF RENTAL: _____ **TIME OF RENTAL:** _____ **AM/PM (circle one)**

RENTAL PERIOD: 2 HOURS HALF DAY _____ FULL DAY(S) (circle one)

RENTAL RATE and INVOICE

The Renter agrees to pay the owner all "TOTAL CHARGES" in advance.
 Plus, any additional charges upon return

Rate per Day \$ @ Day(s)	\$
Rate per Week \$ @ Week(s)	\$
+ Surcharge Tax at 7% per Day	\$
+ Pick Up/ Drop Off/ Delivery	\$
+ Equipment rental – Helmets	\$Included
SUBTOTAL	\$
+	\$
TOTAL CHARGES	\$
+ PAID TOTAL EXTENSION TO: / /	\$
+ PAID TOTAL EXTENSION TO: / /	\$
+ PAID TOTAL EXTENSION TO: / /	\$

ADDITIONAL CHARGES and/or REFUND

+ Late Return / Recovery / Pick Up / Drop Off	\$
+ Deposit	\$
+	\$
+ Damage	\$
+ Fuel Service	\$
+ Cleaning Fee	\$Included

- Refund	\$
TOTAL CHARGES	\$
SECURITY DEPOSIT REFUNDED	\$
BALANCE DUE	

VEHICLE INSPECTION REPORT


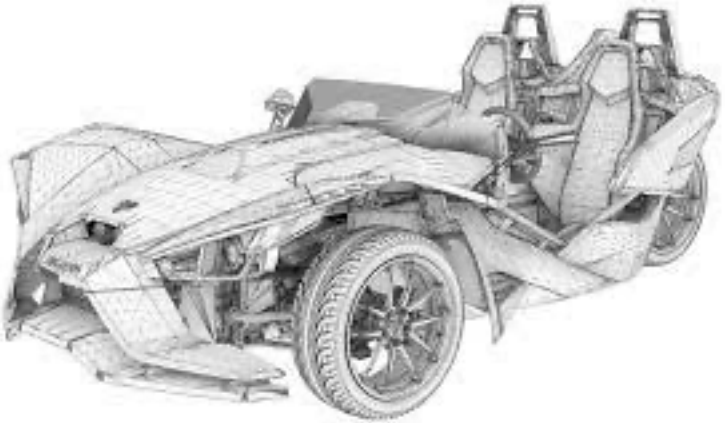
RENTAL VEHICLE _____

PICK UP DATE _____

RETURN DATE _____

MAKE AND MODEL	
YEAR AND COLOR	
MILAGE	
LICENSE PLATE #	
VIN #	

*ALL RENTERS MUST COMPLETE AN INSPECTION REPORT BEFORE TAKING THE RENTAL. ALL DAMAGES MUST BE NOTED ON THIS FORM BEFORE YOU LEAVE WITH THE RENTAL. ANY DAMAGES NOT OTHERWISE NOTED WILL BE CONSIDERED THE RESPONSIBILITY OF THE RENTER, AND ADDITIONAL CHARGES WILL APPLY.

PICK UP	RETURN
<p>PICK UP CONDITION: _____</p> <p>FUEL LEVEL: _____</p> <p>MILEAGE: _____</p>	<p>RETURN CONDITION: _____</p> <p>FUEL LEVEL: _____</p> <p>MILEAGE: _____</p>
	
<p>DAMAGES:</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>	<p>DAMAGES:</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
<p>INSPECTED BY:</p>	<p>INSPECTED BY:</p>