

This Rental Agreement is between you (the "Renter" or "Operator") and Ecco Motors the company providing the Electric Vehicle(s) for lease.

Renter and Operators attests that he/she is at least of the age of **21** and possess a valid driver's license and current automobile insurance as required by law to cover any and all damages to rental Vehicle and liability for injuries to the operator and other persons and property of others in event of a crash or accident. Renter(s) attest that no other person shall operate the rented Vehicle, other than duly authorized by this agreement.

Street Legal Electric Vehicles have an estimated range of 15-20 miles depending on number of passengers and take 6-10 hours to completely recharge the batteries. Renter agrees to maintain the rental Vehicle in a state of proper charge. Damages to Vehicle caused by neglect or improper charging shall be responsible for all cost of repairs to items such as but not limited to Batteries, Motor, Controller, and Wiring. Renter is responsible for locating an adequate 110V Power outlet to charge Vehicle from the property manager. Ecco Motors shall not refund, reimburse or exchange rental Vehicle as a result of insufficient charging. Renter agrees that Vehicles are to be returned fully charged. A \$50.00 recharge fee will be imposed if renter fails to recharge Vehicle prior to return.

Renter has inspected and accepts the rental Vehicle in its current condition. If in the event Vehicle is found to have mechanical defects that affect the safety of the renter or its passengers, renter agrees to cease operation of the Vehicle immediately and report such defect to Ecco Motors. Ecco Motors will take reasonable steps to correct the defect as quickly as possible. If defect cannot be corrected during the rental agreement period, Ecco Motors at their discretion may elect to exchange Vehicle for another comparable Vehicle, or refund the renter on a daily prorated basis, allowing for time used.

Renter agrees to return the rented Vehicle, or have ready to return, to Ecco Motors at the address where Vehicle was taken possession, upon expiration of this rental agreement. Vehicle shall be returned clean of trash and debris and shall be fully charged or fueled. Renter acknowledges that until such time the Vehicle is back in possession of Ecco Motors, that Renter is responsible for all damages that may occur to Vehicle. Failure to return Vehicle as agreed without approval to extend rental period shall be in default of this agreement, Renter in default shall pay a \$50.00 penalty, and a default daily rate of \$150.00 until returned, plus any and all cost of attorney's fees, fines or levies associated with the recovery of this Vehicle.

Renter agrees to pay for all loss or damage of rental Vehicle as well as, but not limited to, all associated parts and accessories, attachments, keys, tires, and extension cords. Renter agrees to pay an out of service fee of \$150.00 per day, up to 30 days, for damages to Vehicle that disable Vehicle from rental availability. Ecco Motors will take reasonable steps to repair the Vehicle and to bring the rental Vehicle back in service as quickly as possible.

Title to the rented Vehicle is and at all times shall remain in the name of the Ecco Motors. The parties agree that the Renter is not and does not hereby act as an agent, servant or employee of Ecco Motors in any manner whatsoever. Renter acknowledges rental Vehicle is the rightful property of Ecco Motors. The parties agree that Ecco Motors is neither the manufacturer or represents the manufacturer of the rental Vehicle and is not an agent of the manufacturer and that no warranty is given against evidence or hidden defects in material or workmanship or capacity.

Ecco Motors shall not be liable to Renter for any loss, delay, or damage of any kind resulting from defects or deficiencies of the rented Vehicle or in the event of an accidental breakage. Renter agrees to indemnify and hold harmless against any and all losses, damages, expenses and penalties arising from any such action causing injury to person(s) or property during the operation, handling, or transportation of the rented Vehicle during the rental period, or while in the possession and or control of the renter. Renter waives and releases Ecco Motors from all claims from injury or damages to renter or property caused by the use of rental Vehicle by the renter. The Renter/Operator assumes all risk of loss arising from the negligent use or operation of the rented Vehicle.

Should collection or litigation become necessary to collect against any damage and or loss, Renter agrees to pay all fees including attorney's fees and court cost. Any claim or controversy under this agreement shall be settled in accordance with the State of Florida and local laws of Walton County and judgment for a claim may be entered in any court having jurisdiction of the location where both parties executed the rental

agreement. The parties agree that Miramar Beach, Florida, shall be the location for any arbitration of court settlement.

Renter or Operator warrants and represents that he/she will exercise extreme caution at all times while operating the rented Vehicle, especially during periods of inclement weather, crowded roadways or situations involving special hazards and will exercise the highest standard of due care and diligence. Renter acknowledges rented Vehicle is classified as Low Speed Vehicle and is restricted from traveling on all roads with speed limits exceeding 35mph. Rented Vehicle is allowed to cross major roads exceeding 35mph at lawful intersections. Operating rented Vehicle on roads exceeding the posted speed limit of 35 mph or on sidewalks, bike paths and nature trails is strictly prohibited. Renter or Operator will not operate rented Vehicle while under the influence of alcoholic beverages, or engage in illegal activities or consume substances that could impair his/her ability to properly operate the Vehicle. Renter or Operator fully understands that rental Vehicle is classified as a Motor Vehicle under Florida Laws and that all the laws that pertain to operating a Motor Vehicle in the state of Florida also pertain to Rented Vehicle. Failure to comply with Florida Law and or any provision with in this agreement may result in the immediate termination of this agreement and forfeiture of deposits, payments and continued use of the Vehicle, and the rented Vehicle is to be immediately returned to Ecco Motors, without recourse. Renter agrees that all fees and payment are final and no refunds, reimbursements or exchanges will be given for any violations of this agreement.

Renter has read and agrees: Failure to return rental Vehicle or equipment upon expiration of the rental period and or failure to pay all amounts due, including cost for damages to the Vehicle are evidence of abandonment or refusal to redeliver the Vehicle, punishable in accordance with Florida Statutes ss. 812.55.

Renter has read and agrees: Insurance information provided is accurate and current. The valid and collectable liability insurance and personal injury protection insurance of any authorized rental or leasing driver is "Primary" for the limits of liability and personal injury protection coverage required by Florida Statutes ss. 324.021 and ss. 627.736

Renter has read and agrees: Insurance information provided is accurate and current. The valid and collectable liability insurance and personal injury protection insurance of any authorized rental or leasing driver is "Primary" for the limits of liability and personal injury.

Payments

Full payment is due at the time of the online booking. See Cancellation Policy.

Cancellation Policy

Due to the high demand and limited number of vehicles during Peak Periods*, we have a 30 day cancellation policy during these time frames. Forfeit of all funds will result if cancelled within 30 days during Peak Periods*. All other time periods can be cancelled 24 hours in advance of the pick-up time with a full refund of the deposit amount.

*Peak Periods: a. Summer; Memorial Day - August 9th b. Spring Break; Mar. 14 - April 9

c. Fall Break; Oct. 1 - 15th

Delivery

Our Vehicle pick-up location at **147 Professional Place, Miramar Beach, FL**, is centrally located within the Scenic Gulf Drive vacation corridor. Most vacation accommodations in this area are easily accessible via an electric Vehicle. If Vehicle trailer delivery/pick-up is desired or required, it can be arranged for a \$30 fee within a 5 mile radius from our location. Trailer delivery will need to be arranged after the online booking process has occurred via the front office.

Rules, Procedures & Responsibilities

In consideration of this being a weekly rental (unless other lease arrangements have been made), we ask for your patience while we prepare the Electric Vehicle for your pick-up. This can include inspection, cleaning, maintenance and servicing of the Vehicle. In consideration of arriving family vacationers, we also ask for your cooperation in returning the Vehicle on-time and fully charged.

Pick-up: 3pm CST from Ecco Motors located at 147 Professional Place, Miramar Beach, FL 32550

Return: By 10am CST the following Saturday. Please plug-in the charger Friday evening. Late returns will be subject to a \$50 per hour fee. Please be considerate of other family vacationers.

Night Drop-off: For early departures, the key drop is in the slot next to the front door. Please park Vehicle in front and plug-in the charger at the charge station. Charge station can accommodate 4 vehicles.

Operation:

- NEVER operate the Vehicle off-road and never in the sand. Service calls will be charged to renter.
- DO NOT operate the Vehicle on a low charge. This can damage the motor and render your Vehicle inoperable for which you will be responsible for service calls and/or damages.
- Occupancy shall not exceed six (6) persons and seat belts must be worn during Vehicle operation.

Community/Neighborhood Rules: It is the Renter's responsibility to know the community and neighborhood rules for which it will be operated, stored and where it can be charged. Some communities may prohibit golf carts. Know your rules (i.e. parking passes, overnight parking, visibility from the street, etc.). Prohibited community operation or inability to charge the Vehicle does not warrant refunds. This is the Renter's responsibility and not Ecco Motor's.

Lost Keys & Electrical Cords: A \$50 fee will be charged for lost keys or lost electrical charging cords.