

THIS AGREEMENT IS SUBJECT TO ARBITRATION
PURSUANT TO S.C. CODE ANN. §15-48-10, ET SEQ. AS MODIFIED HEREIN

This Agreement entered into this ___ day of _____, YYYY, between **Luxe CC, LLC**, a South Carolina limited liability company (hereinafter "Lessor") and _____ (hereinafter "Lessee" or "Client") for the purpose of leasing equipment and goods (hereinafter "Equipment" or "Luxury Goods"). Now, for mutual promises and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

Lessee's Order Confirmation

TERM: The Agreement shall commence on the date of order (the "Commencement Date"), and shall end on the date of departure from the vacation property unless renewed in accordance with the provisions contained below.

EQUIPMENT or LUXURY GOODS: Lessee wishes to Lease selected items from the Lessor during the Term set forth within the order confirmation.

RENT: Lessee agrees to pay to Lessor in advance the sum indicated within the order confirmation (Dollars) per week for the lease of the Equipment. Lessee authorizes Lessor to charge Lessee's credit card by the amount due. If Lessee wishes to lease the equipment for an additional term, Lessee authorizes Lessor to charge Lessee's credit card by the amount due for the additional Term.

ADDRESS WHERE LEASED ITEMS WILL BE USED: The address where leased "Equipment" and "Luxury Goods" will be used by Lessee during the Term of the Lease as provided by Lessee.

1. Definitions. The parties agree that the following terms will have the meanings given to them.

- a. "Lessor" means **Luxe CC, LLC**, a South Carolina limited liability company.
- b. "Lessee" means the individual(s) identified as Lessee or Client above.
- c. "Equipment" and "Luxury Goods" means the Equipment and Luxury Goods and luxury goods rented by Lessee from Lessor, as described on Lessee's Order Confirmation above, as may be changed prior to or after Lessee's check-in, as well as all safety items, if any, provided with such Equipment and Luxury Goods.
- d. "Parties" mean Lessor and Lessee.
- e. "Pick-up Location" means an agreed upon designated location where the Lessee and Lessor agree to exchange Equipment and Luxury Goods or luxury goods.

2. Lease. Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment and Luxury Goods and Luxury Goods, subject to these terms and conditions. The parties agree that the terms and conditions contained herein will govern the rental of the Equipment and Luxury Goods or Luxury Goods to Lessee. Lessor will require a credit card number as a security deposit. If Lessee is renting or purchasing goods and/or services from a third-party provider, then Lessee's rights and obligations regarding such goods and/or services will be governed by a separate agreement with that third party. The parties agree that Lessee shall be fully responsible for any monies owed to such third party, and that Lessor shall not be responsible or liable in any way for the supply or use of the goods or services provided by such third party.

3. Inspection. All Equipment and Luxury Goods are checked and cleaned prior to delivery. Upon check-in, Lessee agrees to inspect the Equipment and Luxury Goods at the Delivery Location and note any damage or discrepancies. Unless discrepancies or damage is reported to Lessor before leaving the Delivery Location, it will be assumed that any damage to or loss of the Equipment and Luxury Goods occurred during Lessee's rental of the Equipment and Luxury Goods or Luxury Goods.

4. Use. Lessee agrees that any person using the Equipment and Luxury Goods will only use the Equipment and Luxury Goods in the manner for which it is designed and intended to be used. Lessee further agrees that the Equipment and Luxury Goods will only be used for vacation recreational purposes, and not for activities that may be considered dangerous or risky by a reasonable person, and that the Equipment and Luxury Goods will not be modified in any way without the Lessor's prior written consent. Lessee represents and warrants to Lessor that all persons using the Equipment and Luxury Goods have the appropriate knowledge and training to operate or use the Equipment and Luxury Goods. Lessee agrees that all persons using the Equipment and Luxury Goods will use the Equipment and Luxury Goods in a careful and proper manner and will comply with all applicable laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the Equipment and Luxury Goods. Lessee agrees that Lessee will not leave Equipment and Luxury Goods on the beach or off-property unattended or overnight. Lessee agrees not to remove any of the Equipment and Luxury Goods from the Vacation Area or use the Equipment and Luxury Goods outside of the Vacation Area.

5. Ownership. The Equipment and Luxury Goods are, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

6. Repairs. Lessor will furnish any and all parts, mechanisms and devices required to keep the Equipment and Luxury Goods in good working order. Lessee shall not in any way repair or materially alter the physical makeup of the Equipment and Luxury Goods.

7. Damaged Equipment and Luxury Goods. Lessee hereby assumes and shall bear the entire risk of damage to the Equipment and Luxury Goods by any person from any and every cause. In the event of damage of any kind to the Equipment and Luxury Goods, Lessee agrees that Lessor may charge Lessee's credit card for the full cost of repair of the damaged Equipment and Luxury Goods, or the replacement cost thereof if it cannot be repaired. Lessor expressly reserves the right to choose the repair method and venue. The parties agree to be bound, legally and otherwise, by the report of Lessor's chosen repair venue as to the cause of the damage to the Equipment and Luxury Goods and the cost of repair. If the Lessee's credit card cannot be successfully charged within 24 hours, the Lessee shall be considered to be in default hereunder.

8. Lost or Stolen Equipment and Luxury Goods. Lessee assumes and shall bear the entire risk of loss or theft of the Equipment and Luxury Goods for any reason or from any cause. In the event that any of the Equipment and Luxury Goods is lost or stolen, Lessee is liable to Lessor for the replacement value of the Equipment and Luxury Goods. Lessee agrees that Lessor may charge Lessee's credit card for the amount owed for replacement of the lost or stolen Equipment and Luxury Goods. If the Lessee's credit card cannot be successfully charged within 24 hours, the Lessee shall be considered to be in default hereunder.

9. Default; Remedies. In the event of a default by Lessee hereunder, all amounts owed by Lessee to Lessor shall become immediately due and payable. Lessee shall be responsible for any reasonable expenses of Lessor in attempting to recover any amounts owed by Lessee, including collection fees and reasonable

attorneys' fees and costs. Lessor reserves the right to pursue all available civil and criminal remedies against Lessee, including, but not limited to: recovering possession of the Equipment and Luxury Goods, obtaining from Lessee's credit card any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any available civil remedies. These remedies are not exclusive.

10. Surrender. Lessee shall return the Equipment and Luxury Goods to Lessor at the Pick-up Location by ___:00 __M on the day of Equipment and Luxury Goods return in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. Ordinary wear and tear is to be reasonably determined at the discretion of the Lessor. Lessor's acceptance of the Equipment and Luxury Goods upon return by Lessee shall not represent Lessor's determination as to condition of Equipment and Luxury Goods upon return. Lessor reserves the right to accept Equipment and Luxury Goods upon return by Lessee and make determinations regarding the condition of the Equipment and Luxury Goods within a reasonable amount of time. Lessor's determination as to the condition of the Equipment and Luxury Goods upon return by Lessee is binding under this Section 10 and Sections 7 and 8.

11. LIMITATION OF LIABILITY. ALL EQUIPMENT AND LUXURY GOODS IS PROVIDED "AS IS." LESSEE ASSUMES ALL RESPONSIBILITY FOR ALL EQUIPMENT AND LUXURY GOODS WHILE IN LESSEE'S POSSESSION. LESSEE WILL BE SOLELY RESPONSIBLE FOR ANY LOSS, THEFT, DESTRUCTION OR DAMAGE OF THE EQUIPMENT AND LUXURY GOODS. LESSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE BOOKING WEBSITE, OR FOR ANY FAILURES, DELAYS, OR INTERRUPTIONS IN THE DELIVERY OF ANY CONTENT CONTAINED ON SUCH WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE EQUIPMENT AND LUXURY GOODS LESSOR DELIVERS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, LESSOR DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE BOOKING WEBSITE IS ACCURATE, COMPLETE, OR CURRENT. IN NO EVENT SHALL LESSOR BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY EQUIPMENT AND LUXURY GOODS OR THE INFORMATION ON THE BOOKING WEBSITE OR THE USE OR PERFORMANCE OF ANY GOODS OR SERVICES PROVIDED BY A THIRD PARTY.

12. Assumption of Risk; Indemnity. Lessee understands that there exist certain risks of injury from the use or misuse of the Equipment and Luxury Goods or Service, including the potential risk of serious injury, disability or death. Lessee knowingly and freely assumes all such risks, both known and unknown, and assumes full responsibility for the use and/or handling of the Equipment and Luxury Goods or Service, whether by Lessee, their traveling companions, their guests, their children or any other person. Although Lessor may provide safety items with the Equipment and Luxury Goods, Lessee agrees that Lessor is not responsible for providing proper safety items with the Equipment and Luxury Goods or for ensuring that any such items are used properly or will fit or function properly. Proper safety items are the sole responsibility of Lessee. Lessee hereby agrees for themselves, and on behalf of their heirs, assigns and personal representatives, to indemnify and hold harmless Lessor and its affiliated companies, and each of their respective owners, members, officers, directors, employees, and agents, and the owner(s) of the property where any Equipment and Luxury Goods is delivered, and hereby releases each of them, from and against any and all claims, liabilities, losses, damages, expenses and penalties, including reasonable

attorneys' fees and costs, arising from, related to, or connected with any injury, disability, death, loss or damage to person or property of any character caused by the use, misuse, handling, storage or transportation of the Equipment and Luxury Goods or Service by any person during the time the Equipment and Luxury Goods or Service is rented or used by Lessee or while the Equipment and Luxury Goods is in the possession or control of Lessee.

13. Payment of Fees. Lessor may receive fees from a third party for the provision of beach gear rental and delivery. Such fees are subject to change without notice.

14. Waiver. The failure of either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with the same or any other provision of this agreement.

15. Typographical Errors. In the event any Equipment and Luxury Goods is listed at an incorrect price due to typographical error or error in pricing information received from Lessor's suppliers, Lessor shall have the right to refuse or cancel any orders placed for such Equipment and Luxury Goods listed at the incorrect price. Lessor shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Lessee's credit card charged. If Lessee's credit card has already been charged for the rental and Lessee's order is canceled, Lessor shall immediately issue a credit to Lessee's credit card in the amount of the incorrect price.

16. Entire Agreement. This agreement, along with the Lessee's Order Confirmation, constitutes the entire agreement between the parties with respect to the subject matter hereof, and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any portion of the agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable. Lessee may not assign this agreement without the prior written consent of Lessor, which consent may be withheld for any reason.

17. Survival. Lessee's obligations under this agreement shall survive the expiration or cancellation of this agreement for any reason. If Lessee is more than one person, then each such person shall be jointly and severally liable for the obligations of Lessee hereunder.

18. Governing Law. This agreement shall be construed and enforced according to laws of the State of South Carolina. The parties agree that any action arising out of or related to this agreement or the services provided by Lessor shall be brought only in a state or federal court located in Charleston County, South Carolina, and the parties hereby expressly waive any objection to venue or personal jurisdiction or that the forum is not convenient. The parties accept generally and unconditionally the in personam jurisdiction and venue of the aforesaid courts and waive any defense of forum non conveniens.

19. Attorneys' Fees and Costs. In the event of any claim, dispute, action or controversy regarding this agreement, including any litigation, mediation or arbitration, Lessor shall be entitled to recover its reasonable attorneys' fees and costs from the other party, whether such fees and costs are incurred before or at trial, on appeal, during any post-judgment collection action, or otherwise.

20. WAIVER OF JURY TRIAL: LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT FOR ITSELF AND ITS RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN

CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING IN ANYWAY ASSOCIATED WITH THIS AGREEMENT.

21. Force Majeure: Neither party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, by reason of an Act of God, pandemic, including Covid-19 or Covid-19-like outbreak, labor dispute, unavailability of transportation, goods or services, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the party. It is expressly agreed that any failure of the United States Government to issue a required license for the export of any item ordered shall constitute an event of force majeure. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay.

22. Arbitration: The Parties hereto agrees to submit any and all disputes to arbitration in which event the arbitration shall take place in the County of Charleston, South Carolina, in accordance with the rules and regulations of an arbitrator selected by Luxe CC, LLC. In the event of an arbitration, judgment may be entered upon any award arising out of such arbitration in any court of competent jurisdiction and all costs of the arbitration shall be borne by the party against whose interest the arbitration is adversely determined.

23. Assignment: Lessee is prohibited from subletting, assigning, altering, or disposing of the Equipment.

24. No Presumption: There shall be no presumption against either party as the "drafter" in the event of a dispute over the construction of this Lease Agreement.

25. Severability. In the event any provision or clause of this agreement is deemed unenforceable, invalid or void by a court of competent jurisdiction, the remaining provisions of this Lease shall remain in full force and effect.

26. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

In witness, whereof the parties have caused this agreement to be executed by their duly Authorized representatives as follows:

WITNESSES:

Lessee:

By:

Luxe CC, LLC:

By: Bryan Stevens
Its: CEO