

VIP BNB

Guest Rental Agreement, Assumption of Risk, Release of Liability, Waiver, Indemnity, and Payment Authorization

IMPORTANT LEGAL NOTICE — PLEASE READ CAREFULLY BEFORE SIGNING

This Agreement affects your legal rights. By signing, you voluntarily assume the risks of the rented equipment and services, and you give up the right to sue VIP BNB and the other Released Parties for ORDINARY NEGLIGENCE. This Agreement does NOT release the Released Parties from gross negligence, recklessness, willful misconduct, fraud, or any liability that cannot be waived under California law. You are signing this voluntarily. You may decline to rent any item at any time.

This Guest Rental Agreement, Assumption of Risk, Release of Liability, Waiver, Indemnity, and Payment Authorization (the “Agreement”) is entered into between VIP BNB, LLC and its affiliates, owners, members, managers, employees, contractors, vendors, and delivery personnel (collectively, “VIP BNB,” the “Company,” or, together with the Additional Released Parties defined below, the “Released Parties”) and the undersigned customer, renter, rider, user, guest, or authorized representative (“Customer,” “Guest,” “I,” “me,” or “my”).

“Additional Released Parties” means the property owners, hosts, property managers, and their respective owners, employees, and agents associated with the property where the Rental Items are delivered or used, to the extent they would otherwise be exposed to liability arising from my voluntary use of the Rental Items. The Additional Released Parties are intended third-party beneficiaries of this Agreement.

This Agreement applies to all rentals, deliveries, use, possession, handling, setup, storage, transport, pickup, return, and related services involving any item, product, equipment, amenity, food item, grocery item, beverage, accessory, instruction, or service provided, arranged, facilitated, delivered, rented, sold, or made available by the Company, whether directly or through a third-party vendor, marketplace, delivery provider, property owner, host, or contractor.

1. Covered Items and Services

For purposes of this Agreement, “Rental Items,” “Equipment,” “Products,” and “Services” include, without limitation:

- Bicycles, electric bicycles (e-bikes), scooters, helmets, locks, keys, baskets, racks, chargers, batteries, remotes, displays, lights, and related accessories;
- Fire pits, propane and gas fire pits, wood-burning fire pits, heaters, fuel and propane tanks, fire glass, lighters, ignition devices, fire-starting accessories, heat shields, covers, and related equipment;
- Surfboards, foam boards, bodyboards, boogie boards, skimboards, paddleboards, fins, leashes, wetsuits, life jackets, flotation devices, and other ocean or water-related equipment;
- Beach chairs, umbrellas, cabanas, tents, shade structures, coolers, tables, beach games, toys, wagons, carts, storage bins, towels, blankets, and beach accessories;

- Fitness, recreation, baby, child, family, entertainment, household, hospitality, and vacation-related amenities;
- Grocery, food, and beverage delivery and stocking, including perishables, non-perishables, packaged and prepared foods, produce, dairy, meat, seafood, frozen items, non-alcoholic beverages, snacks, and other consumable goods;
- Delivery, pickup, setup, staging, installation, relocation, removal, cleaning, replacement, and related concierge or amenity services.

This Agreement applies whether the Rental Items are used by me or by a family member, child, guest, invitee, visitor, occupant, passenger, or other person who accesses or uses the Rental Items during my rental period or as a result of my order.

2. Eligibility, Authorized Users, and Responsibility for Other Users

I represent, warrant, and agree that:

1. I am at least eighteen (18) years old and legally competent to enter into this Agreement.
2. I am responsible for all Rental Items, Products, and Services ordered under my name, account, reservation, property booking, payment method, phone number, email address, or delivery address.
3. I am responsible for the conduct, safety, and supervision of all persons who use, handle, ride, sit on, consume, or otherwise interact with any Rental Item provided under my order.
4. Only Authorized Users may use, operate, ride, or handle bicycles, e-bikes, scooters, surfboards, bodyboards, boogie boards, paddleboards, skimboards, ocean or water equipment, or any other higher-risk Rental Item. An "Authorized User" means a person who: (a) I have permitted to use the Rental Item; (b) is legally permitted to use it; (c) satisfies all applicable age, height, weight, skill, swimming-ability, helmet, and safety requirements; (d) is physically and mentally capable of safe use; (e) is not impaired by alcohol, cannabis, drugs, medication, fatigue, illness, or distraction; and (f) has agreed to follow this Agreement and all safety rules.
5. I will not allow any unauthorized, impaired, or incapable person to use any higher-risk Rental Item, and I will not permit casual sharing, lending, subleasing, or use by persons outside my reservation.
6. Minors may use a Rental Item only where permitted by law and only under the continuous supervision of a parent or legal guardian who has accepted this Agreement on the minor's behalf and who has determined the minor has the maturity, size, ability, and judgment to use the item safely.
7. I am solely responsible for securing Rental Items when not in use to prevent unauthorized use or theft.

3. Assumption of Inherent and Foreseeable Risks

I understand and acknowledge that the rental, delivery, setup, possession, handling, transportation, storage, use, consumption, and proximity to Rental Items, Products, and Services involve inherent, obvious, hidden, known, unknown, foreseeable, and unforeseeable risks that may result in property damage, economic loss, illness, allergic reaction, serious bodily injury, permanent disability, paralysis, burns, drowning, traumatic brain injury, emotional distress, or death.

I voluntarily choose to rent, receive, use, possess, consume, or be near the Rental Items, Products, and Services with full knowledge of these risks. I knowingly and freely assume all such risks, whether caused by my own actions or inactions, the actions or inactions of others, the **ordinary negligence of the Released Parties**, equipment or product condition, environmental conditions, weather, terrain, traffic, ocean conditions, fire, food handling, delivery timing, setup, maintenance, or

malfunction. This assumption of risk does not extend to gross negligence, recklessness, or willful misconduct of the Released Parties.

4. Specific Risks of Bicycles, E-Bikes, Scooters, and Rideable Equipment

I understand that bicycles, e-bikes, scooters, and rideable equipment are potentially dangerous and may expose me and others to serious injury or death. Risks include, without limitation:

- Falling, crashing, tipping, collision, loss of balance or control, skidding, and brake, tire, chain, battery, electrical, motor, pedal, handlebar, or other mechanical failure;
- Collision with vehicles, pedestrians, animals, doors, curbs, potholes, sand, gravel, debris, fixed objects, or other moving objects;
- Injuries to the head, brain, neck, spine, face, teeth, limbs, joints, skin, internal organs, and other body parts;
- Hazards from hills, streets, sidewalks, bike paths, beach paths, boardwalks, parking lots, wet or sandy surfaces, poor lighting, traffic, and changing road conditions;
- Battery, charger, or electrical hazards, including fire, overheating, shock, or malfunction;
- Theft, vandalism, loss, or unauthorized use resulting from improper locking or storage.

California E-Bike Rules — Class 2 Equipment

The e-bikes offered by VIP BNB are Class 2 electric bicycles (throttle-assisted, motor-assisted up to 20 mph) under California Vehicle Code § 312.5. No driver's license, registration, or insurance is required to operate a Class 2 e-bike. Riders under 18 must wear a properly fitted and fastened bicycle helmet (Cal. Veh. Code § 21212). E-bikes must follow bicycle traffic laws and may be prohibited on certain beach paths, sidewalks, trails, and local routes. I am responsible for knowing and obeying all applicable state and local rules where I

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I agree to obey all applicable laws, posted signs, helmet requirements, age restrictions, speed limits, traffic laws, path rules, local ordinances, and manufacturer instructions. I agree not to operate rideable equipment while impaired by alcohol, cannabis, drugs, medication, fatigue, distraction, or illness. I agree not to carry passengers unless the specific equipment is expressly designed and legally permitted for passenger use, and not to tow, race, jump, perform stunts, ride aggressively, ride off-road unless permitted, use headphones in a manner that impairs awareness, text while riding, or otherwise use the equipment unsafely.

5. Helmets and Protective Gear — Provision and Use

I understand that helmets and protective gear may reduce but cannot eliminate the risk of injury or death. I agree that helmets are strongly recommended for all riders and are legally required for riders under 18 under California Vehicle Code § 21212; that minors must wear legally compliant helmets where required by law; that I am responsible for ensuring any helmet or protective gear is properly fitted, fastened, and used; and that the Company does not guarantee that any helmet or protective gear will prevent injury.

5.1 Company-Provided Helmets — Provision and Mandatory Use

MANDATORY SAFETY REQUIREMENT — HELMETS

VIP BNB provides helmets with its bicycles, e-bikes, scooters, and other rideable equipment. I am required to wear a properly fitted and properly fastened helmet at all times while riding or operating this equipment, and I am required to ensure that every rider under my order — including every rider under 18, for whom a helmet is required by law — does the same. Riding without a properly worn helmet is a violation of this Agreement and is done entirely at my own risk.

Provision of helmets. With bicycle, e-bike, scooter, and other rideable-equipment rentals, the Company provides helmets intended to be appropriate for the type of equipment and, where I have provided accurate information, for the size of the intended riders. The Company provides these helmets as required by, and consistent with the expectations of, its insurance provider and applicable safety standards.

My responsibility to inspect and fit. Before any use, I am responsible for inspecting each helmet for cracks, damage, broken or missing straps or buckles, deteriorated padding, prior impact, or other defects; for confirming that a correctly sized helmet is available for each rider, including each child; and for ensuring that each helmet is the correct size, is in good condition, and is properly positioned, fitted, and securely fastened on each rider. I will not use, and will not allow others to use, any helmet that appears damaged, defective, ill-fitting, previously impacted, or otherwise unsafe, and I will immediately notify the Company and discontinue use until the Company responds. If a correctly sized helmet is not available for any intended rider, that rider must not ride or operate the equipment.

My responsibility to use helmets correctly and at all times. I understand and agree that it is solely my responsibility, and the responsibility of each rider, to wear a properly sized, positioned, fitted, and fastened helmet at all times while riding or operating the Company's bicycles, e-bikes, scooters, or other rideable equipment. This responsibility applies to me and to every person who uses the equipment under my order, including children, who must wear a correctly sized helmet and be supervised as appropriate. I will not remove, loosen, modify, or improperly wear a helmet while riding, and I will not permit any rider to do so. I acknowledge that the Company is not present to monitor, enforce, or ensure helmet use, and that the Company has no duty to supervise or verify that helmets are worn correctly or at all.

Acknowledgment of risk if helmets are not used. I understand that a helmet reduces, but does not eliminate, the risk of head injury, traumatic brain injury, or death, and that no helmet guarantees safety. I expressly acknowledge that failing to wear a properly fitted, correctly fastened helmet while riding significantly increases the risk of serious head injury, permanent disability, and death. If I or any rider chooses to ride or operate the equipment without a properly worn helmet, or with an ill-fitting, unfastened, damaged, or inappropriate helmet, I knowingly and voluntarily assume all resulting risks for myself and, to the fullest extent permitted by law, on behalf of each such rider.

Release and indemnity related to helmets. To the fullest extent permitted by law, I release, waive, and agree to defend, indemnify, and hold harmless the Released Parties from any and all claims arising out of or related to the provision, condition, fit, selection, sizing, availability, or use or non-use of any helmet or protective gear, including claims arising from the failure of me or any rider to wear or correctly use a helmet, and including claims arising from the ordinary negligence of the Released Parties. This release and indemnity does not apply to claims arising from the gross negligence, recklessness, or willful misconduct of the Released Parties, to statutory product-liability claims for a defective helmet, or to any liability that cannot lawfully be released or limited.

Compliance with law. I understand that California law requires every rider under 18 to wear a properly fitted and fastened bicycle helmet (Cal. Veh. Code § 21212), that this requirement applies to

bicycles and e-bikes, and that local rules may impose additional helmet requirements. I am solely responsible for knowing and complying with all applicable helmet laws, and the Company's provision of helmets does not relieve me of that responsibility or guarantee compliance with any specific law.

6. Specific Risks of Fire Pits, Heaters, Fuel, and Heat-Producing Equipment

I understand that fire pits, heaters, propane and fuel tanks, ignition devices, fire glass, and all heat- or flame-producing equipment are inherently dangerous and may cause serious injury, death, fire, explosion, burns, smoke inhalation, carbon monoxide exposure, respiratory or eye injury, environmental damage, and extensive property damage. I acknowledge and assume these risks, including, without limitation:

- Burns from flame, embers, sparks, hot surfaces, fire glass, metal, grates, covers, propane components, or heated accessories;
- Fire spreading to clothing, furniture, decking, patios, balconies, landscaping, structures, vehicles, neighboring property, common areas, or natural areas;
- Explosion, gas or propane leak, improper connection or ignition, flare-up, tipping, wind exposure, overheating, and carbon monoxide, inhalation, respiratory, or eye injury;
- Injury or death to me, registered guests, occupants, children, pets, visitors, neighbors, bystanders, property staff, delivery personnel, or emergency responders;
- Damage to the rental or host property, neighboring property, decks, patios, furniture, landscaping, vehicles, common areas, HOA property, public property, or personal property;
- Violation of local fire restrictions, coastal rules, burn bans, red-flag warnings, air-quality rules, HOA rules, insurance restrictions, short-term rental rules, host rules, manufacturer instructions, or applicable law.

I agree that fire-related equipment may be used only outdoors, only in a safe and legally permitted location, only by me and registered, authorized, unimpaired adults who have agreed to follow all safety instructions, and only when continuously attended by a responsible adult. I agree never to leave any flame, heat source, fuel source, hot surface, ember, or smoldering material unattended, and not to move, tip, refuel, connect, disconnect, or store any fire-related equipment while it is lit, hot, recently used, or connected to fuel. I agree to keep children, pets, and combustible materials a safe distance away at all times.

I am solely responsible for determining whether fire pits, flames, fuel, propane, or heat-producing equipment are allowed at the property, in the city, in the county, in the coastal zone, under HOA rules, under host rules, under insurance requirements, and under all applicable laws and fire regulations. I understand the Company is not responsible for researching, explaining, monitoring, or informing me of location-specific fire rules or restrictions.

I release, waive, and agree to hold harmless the Released Parties from claims arising out of the possession, setup, ignition, use, supervision, movement, storage, cooling, extinguishing, or proximity of any fire-related equipment, **including claims arising from the ordinary negligence of the Released Parties, to the fullest extent permitted by law and except for gross negligence, recklessness, or willful misconduct.**

The Company may refuse, cancel, remove, or disable fire-related equipment if it believes, in its reasonable discretion, that use is unsafe, unlawful, restricted, or otherwise creates unacceptable risk. Such action does not make the Company responsible for any inconvenience, loss of enjoyment, or refund except as required by law or the Company's written cancellation policy.

7. Specific Risks of Surfboards, Boogie Boards, Paddleboards, Beach, Ocean, and Water Equipment; Life Vests

I understand that ocean, beach, pool, and water activities are inherently dangerous and may result in serious injury or death. Risks include, without limitation, drowning, near-drowning, panic, exhaustion, hypothermia, dehydration, sunburn, heat illness, marine-life injury, rip currents, waves, shore break, rocks, reefs, currents, tides, sudden weather, poor visibility, changing ocean conditions; impact with boards, leashes, fins, other riders, swimmers, rocks, piers, or other objects; cuts, fractures, concussions, spinal or joint injury, and other trauma; and equipment or leash failure, improper sizing, or lack of skill.

I acknowledge that the Company does not provide lifeguard services, ocean or surf instruction, swimming supervision, or condition assessment unless expressly agreed in writing. I am solely responsible for evaluating my own ability, the ability of all users, water and surf conditions, weather, tides, currents, posted warnings, lifeguard instructions, and beach closures, and whether use is safe. I agree that all users of water equipment must be competent swimmers, must use appropriate flotation devices where required or prudent, and must not use water equipment while impaired or in unsafe conditions.

7.1 U.S. Coast Guard–Approved Life Vests — Provision and Mandatory Use

MANDATORY SAFETY REQUIREMENT — LIFE VESTS

VIP BNB provides U.S. Coast Guard–approved life vests (personal flotation devices) with paddleboards, surfboards, bodyboards, boogie boards, and other water equipment. I am required to wear an appropriate, properly fitted, and properly fastened U.S. Coast Guard–approved life vest at all times while in, on, or near the water using this equipment. Using the equipment in the water without a properly worn life vest is a violation of this Agreement and is done entirely at my own risk.

Provision of life vests. With water equipment rentals, the Company provides U.S. Coast Guard–approved life vests (personal flotation devices, or “PFDs”) intended to be appropriate for the type of water activity and, where I have provided accurate information, for the size and weight of the intended users. The Company provides these PFDs as required by, and consistent with the expectations of, its insurance provider and applicable safety standards.

My responsibility to inspect and fit. Before any use, I am responsible for inspecting each life vest for damage, wear, broken straps or buckles, or other defects; for confirming that a correctly sized and rated U.S. Coast Guard–approved life vest is available for each user, including each child; and for ensuring that each life vest is the correct type and size, is in good condition, and is properly fitted and securely fastened on each user. I will not use, and will not allow others to use, any life vest that appears damaged, defective, ill-fitting, or otherwise unsafe, and I will immediately notify the Company and discontinue use until the Company responds. If a correctly sized or rated life vest is not available for any intended user, that user must not enter or use the water equipment.

My responsibility to use life vests correctly and at all times. I understand and agree that it is solely my responsibility, and the responsibility of each user, to wear a U.S. Coast Guard–approved life vest correctly — properly sized, fitted, fastened, and rated for the activity — at all times while in, on, or near the water using the Company’s water equipment. This responsibility applies to me and to every person who uses the equipment under my order, including children, who must wear a correctly sized and rated child life vest and be continuously supervised. I will not remove, loosen, modify, or improperly wear a life vest while in or on the water, and I will not permit any user to do so. I acknowledge that the Company is not present to monitor, enforce, or ensure life vest use, and that the Company has no duty to supervise or verify that life vests are worn correctly or at all.

Acknowledgment of risk if life vests are not used. I understand that a life vest reduces, but does not eliminate, the risk of drowning, injury, or death, and that no flotation device guarantees safety. I expressly acknowledge that failing to wear a properly fitted, correctly fastened, U.S. Coast Guard–approved life vest while in or on the water significantly increases the risk of drowning, serious injury, and death. If I or any user chooses to enter or use the water equipment without a properly worn life vest, or with an ill-fitting, unfastened, damaged, or inappropriate life vest, I knowingly and voluntarily assume all resulting risks for myself and, to the fullest extent permitted by law, on behalf of each such user.

Release and indemnity related to life vests. To the fullest extent permitted by law, I release, waive, and agree to defend, indemnify, and hold harmless the Released Parties from any and all claims arising out of or related to the provision, condition, fit, selection, sizing, availability, or use or non-use of any life vest or flotation device, including claims arising from the failure of me or any user to wear or correctly use a life vest, and including claims arising from the ordinary negligence of the Released Parties. This release and indemnity does not apply to claims arising from the gross negligence, recklessness, or willful misconduct of the Released Parties, to statutory product-liability claims for a defective life vest, or to any liability that cannot lawfully be released or limited.

Compliance with law. I understand that federal and state law and U.S. Coast Guard regulations may require life vests to be worn by certain persons (including children) and during certain activities, and that local rules may impose additional requirements. I am solely responsible for knowing and complying with all applicable life vest and water-safety laws, and the Company’s provision of life vests does not relieve me of that responsibility or guarantee compliance with any specific law.

8. Specific Risks of Beach Equipment, Wagons, Carts, Chairs, Umbrellas, Tents, Coolers, and Accessories

I understand that ordinary beach and vacation equipment can still cause injury, death, or property damage, including from trips, falls, cuts, pinches, crushing injuries, collapsed chairs, broken or airborne umbrellas, unstable tents, overloaded wagons, tipping carts, and shifting loads; from carrying, lifting, loading, unloading, assembling, folding, pushing, pulling, dragging, transporting, securing, or storing equipment over stairs, curbs, ramps, driveways, streets, sidewalks, boardwalks, parking lots, sand, wet or uneven surfaces, or other terrain; from muscle, back, neck, shoulder, joint, or other strain caused by the size, weight, or awkwardness of an item; and from wind-related hazards involving umbrellas, tents, canopies, or boards.

I agree to use, move, carry, load, and store all beach equipment in a careful and reasonable manner, not to overload or transport items unsafely or beyond my physical ability, and to secure umbrellas, tents, canopies, and boards properly and discontinue use during wind, storms, or other unsafe conditions. I acknowledge the Company is not responsible for assisting with, supervising, or ensuring the safe carrying, lifting, loading, movement, or transportation of any Rental Item after delivery unless expressly agreed in writing.

I release, waive, and agree to hold harmless the Released Parties from claims arising out of injury, death, property damage, or loss sustained while carrying, lifting, loading, transporting, securing, storing, or moving any Rental Item, **including claims arising from the ordinary negligence of the Released Parties, to the fullest extent permitted by law and except for gross negligence, recklessness, or willful misconduct.**

9. Specific Risks of Grocery, Food, Beverage, and Consumable Deliveries

I understand that grocery delivery, food stocking, beverage delivery, and consumable products involve risks including allergic reaction, foodborne illness, choking, spoilage, contamination, incorrect items, cross-contact, temperature variation, packaging defects, expiration, product recalls, improper

storage after delivery, tampering by third parties, theft, and adverse reactions. I acknowledge and agree that:

1. The Company is not a medical provider, dietitian, allergist, food-safety inspector, manufacturer, grocery store, farm, distributor, or restaurant.
2. The Company may purchase, deliver, stage, or stock items selected by me, recommended by a third-party platform, substituted by a grocery store, or otherwise available at the time of purchase.
3. The Company does not guarantee that any food, beverage, or consumable is free from allergens, cross-contact, contamination, spoilage, defects, recalls, mislabeling, or supplier error.
4. I am solely responsible for reviewing all labels, ingredients, allergen warnings, expiration dates, packaging, seals, temperatures, freshness, and recalls before consuming or allowing others to consume any item.
5. I am solely responsible for promptly refrigerating, freezing, storing, preparing, cooking, serving, and discarding food and beverages after delivery.
6. I am responsible for informing the Company in writing of allergies and dietary restrictions, but such notice does not guarantee allergen-free or restriction-compliant products.
7. If I or any user has a severe allergy, medical dietary restriction, immune compromise, pregnancy-related concern, or other high-risk condition, I will not rely solely on the Company's grocery service without personally verifying every item.

I release, waive, and agree to indemnify the Released Parties from claims arising out of allergic reactions, foodborne illness, spoilage, contamination, improper storage, product defects, supplier substitutions, incorrect items, recalls, labeling errors, or consumption of any consumable product, **except for gross negligence, recklessness, or willful misconduct, and except to the extent such release is prohibited by law.**

10. No Instruction, Supervision, Medical Advice, or Safety Guarantee

I understand that the Company does not provide professional instruction, training, supervision, monitoring, medical or dietary advice, lifeguard services, fire-safety supervision, mechanical inspection certification, fitness evaluation, or safety guarantees unless specifically agreed in a separate written agreement signed by the Company. Any instructions, labels, tips, recommendations, checklists, videos, signs, or verbal statements provided by the Company are general in nature and do not eliminate risk. I remain solely responsible for safe use, compliance with law, and determining whether any Rental Item is appropriate for me and all users.

11. Condition of Equipment; Inspection Before Use

I agree to inspect all Rental Items before use, movement, transport, storage, or return, including brakes, tires, frames, seats, helmets, locks, batteries, chargers, motors, displays, fire-pit components, propane connections, fins, leashes, wagons, carts, handles, straps, wheels, chairs, umbrellas, tents, and coolers. I agree not to use, move, or allow others to use any item that appears damaged, defective, unsafe, unstable, improperly assembled, leaking, unusually hot or cold, contaminated, spoiled, expired, missing parts, or otherwise questionable, and to immediately notify the Company and discontinue use until the Company responds. I understand Rental Items may have ordinary wear and tear from prior use. If I choose to use an item after noticing or reasonably being able to notice a potential issue, I accept responsibility for resulting harm to the extent permitted by law.

Product Safety Commitment by VIP BNB

Nothing in this Agreement limits any rights I may have under California product-liability law for a defective product, nor releases the Company from liability for its own gross negligence, recklessness, or willful misconduct, including failure to maintain or inspect equipment. The Company represents that it maintains, inspects, cleans, and services its Rental Items on a commercially reasonable schedule and removes from service any item known to be defective or unsafe.

12. Mechanical Failure, Product Defect, Substitutions, and Availability

I understand that Rental Items may malfunction, break, become unavailable, differ from photos, be substituted, or require repair or replacement. The Company will use commercially reasonable efforts to address reported issues but does not guarantee uninterrupted use, perfect condition, exact model, brand, color, size, availability, or delivery and pickup timing. The Company is not responsible for circumstances beyond its reasonable control, including weather, traffic, supplier shortages, store substitutions, recalls, road or beach closures, property access issues, host restrictions, theft, vandalism, power or internet failure, or acts of third parties.

13. Compliance With Laws, Codes, Rules, and Local Restrictions

I agree that all use, possession, storage, transport, setup, operation, consumption, and return of any Rental Item must comply with all applicable federal, state, county, city, coastal, fire, traffic, beach, park, environmental, health, safety, HOA, property, rental, host, and manufacturer laws, codes, rules, restrictions, permits, posted signs, and lawful orders. I understand these rules vary by location and that I am solely responsible for determining, before ordering, accepting, setting up, storing, using, or consuming any Rental Item, whether it is lawful and permitted at the relevant location. I acknowledge the Company is not responsible for researching, interpreting, or informing me of location-specific requirements, and that the Company's delivery or provision of an item is not a representation that it may lawfully or safely be used at my location.

I agree to defend, indemnify, and hold harmless the Released Parties from claims, fines, citations, penalties, towing charges, confiscation, property damage, injuries, losses, or disputes arising out of my failure, or the failure of any guest or user under my order, to comply with any applicable law, rule, or restriction, **except to the extent caused by the Released Parties' own gross negligence or willful misconduct.**

14. Delivery, Setup, Access, and Property Conditions

I authorize the Company to deliver, place, stage, set up, retrieve, and remove Rental Items at the property or location I or my host provide, subject to applicable property rules and access limitations. I am responsible for providing accurate delivery information, access codes, parking instructions, and host or HOA permissions, and for safe access. I release the Company from claims arising from inaccurate information, inaccessible properties, locked gates, parking restrictions, towing, delays, unattended delivery, theft, or weather exposure resulting from instructions provided by me or a third party. The Company may refuse delivery, setup, or service, or relocate or remove items, if it reasonably believes the location is unsafe, unlawful, inaccessible, or inappropriate.

15. Security Deposit; Theft, Loss, Damage, Cleaning, and Replacement

I am responsible for all Rental Items from the time of delivery or access until the Company confirms return or retrieval, and I agree to return all items in the same condition as delivered, ordinary wear and tear excepted. The Company may require, pre-authorize, or hold a security deposit or card authorization to secure my obligations, including return of all items and payment for damage, loss, theft, cleaning, late return, missing parts, excessive wear, or misuse.

If any Rental Item or part is lost, stolen, missing, damaged, destroyed, excessively dirty, contaminated, burned, water- or sand-damaged, smoke-damaged, moldy, altered, misused, or not returned (or returned late or in a condition different from delivery), the Company may retain all or part of the security deposit and apply it toward repair, replacement, cleaning, recovery, or related costs. Retention of the deposit does not limit the Company's right to recover additional documented amounts owed, and I authorize the Company to charge my payment method for any remaining balance. For items lost or damaged beyond reasonable repair, the Company may charge the fair market value or current replacement cost, in its reasonable discretion, plus reasonable taxes, delivery, assembly, and administrative costs. In the event of theft, accident, fire, or injury, I agree to promptly notify the Company and, where appropriate, file a police, fire, lifeguard, incident, or insurance report and provide a copy to the Company.

16. Late Return, Non-Return, Extension, and Abandonment

I agree to make all Rental Items available for pickup or return by the agreed date, time, and location. Late or inaccessible returns may result in additional rental charges, late fees, service or pickup fees, replacement charges, or cancellation of future services. If any item is not returned or made available for pickup, the Company may treat it as lost, stolen, or abandoned and charge the documented replacement value plus related costs. I understand that failure to return Rental Items may result in civil collection action and, where appropriate, reporting to law enforcement.

17. Payment Authorization, Fees, Deposits, and Chargebacks

I authorize the Company and its payment processors to charge my payment method for all rental, delivery, service, setup, booking, processing, extension, and late fees; damage, cleaning, and replacement charges; fuel, grocery, and substitution charges; taxes; and other documented amounts owed under this Agreement. I agree not to initiate a chargeback or payment dispute for charges that are authorized and consistent with this Agreement. If I initiate a chargeback that is later determined to be invalid, I agree to reimburse the Company for the disputed amount and reasonable related fees and costs to the extent permitted by law. Nothing in this section waives any right I have to dispute a charge that is unauthorized or inconsistent with this Agreement, or any right I have under applicable consumer-protection or card-network rules.

18. Cancellation, Refunds, Credits, and Weather

Unless the Company provides a different written cancellation policy for a specific order, all cancellations, refunds, credits, and changes are governed by the cancellation policy displayed at checkout, in the reservation, or otherwise communicated in writing. I understand that weather, schedule changes, illness, beach or road closures, lack of skill, changed preferences, delayed arrival, early departure, or failure to use Rental Items do not automatically entitle me to a refund or credit. The Company may, in its discretion, offer a replacement, credit, refund, rescheduling, or cancellation.

19. Release and Waiver of Liability

PLEASE READ — THIS SECTION WAIVES IMPORTANT LEGAL RIGHTS

To the fullest extent permitted by law, I, on behalf of myself, my heirs, assigns, personal representatives, estate, and any person claiming through me, hereby release, waive, discharge, covenant not to sue, and hold harmless the Released Parties from any and all claims, demands, actions, damages, losses, liabilities, costs, expenses, attorney's fees, medical expenses, property damage, economic loss, personal injury, illness, emotional distress, disability, or death arising out of or related to:

1. The rental, delivery, setup, possession, use, misuse, handling, carrying, storage, transport, return, consumption, or proximity to any Rental Item, Product, or Service;
2. Any bicycle, e-bike, scooter, fire pit, heater, propane tank, surfboard, boogie board, beach equipment, wagon, grocery item, food item, beverage, or related accessory;
3. Any accident, fall, collision, fire, burn, explosion, drowning, allergic reaction, foodborne illness, equipment failure, product defect, theft, loss, spoilage, or property damage;
4. The ordinary negligence of the Released Parties, including alleged negligent delivery, setup, selection, inspection, maintenance, instruction, warning, recommendation, scheduling, replacement, or removal; and
5. Acts or omissions of other customers, guests, family members, children, property owners, hosts, property managers, vendors, stores, manufacturers, delivery providers, contractors, or other third parties.

Limits of this Release.

This release is intended to be as broad and inclusive as permitted by California law. It does NOT apply to, and I do NOT release, claims arising from the gross negligence, recklessness, willful misconduct, or fraud of any Released Party; claims for which release is prohibited by Civil Code § 1668 or other applicable law; statutory product-liability claims for a defective product supplied by the Company; or any other claim that cannot lawfully be released. If any portion of this release is held unenforceable, it shall be limited or severed so that the remainder is enforced to the maximum extent permitted by law.

20. Express Assumption of Risk

I expressly assume all risks associated with Rental Items, Products, and Services, including risks arising from the ordinary negligence of the Released Parties, equipment or product condition, hidden defects, known or unknown risks, environmental conditions, third-party conduct, and my own actions or inactions. I understand I may encounter risks not specifically listed in this Agreement and accept those risks as part of my voluntary decision to use the Rental Items, Products, and Services. This express assumption of risk does not extend to gross negligence, recklessness, or willful misconduct of the Released Parties.

21. Indemnification and Defense

To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, damages, losses, liabilities, judgments, settlements, costs, expenses, and reasonable attorney's fees arising out of or related to: (1) my order, use, misuse, handling, transport, storage, or consumption of Rental Items; (2) use by my family members, children, guests, invitees, occupants, or unauthorized users; (3) my breach of this Agreement; (4) my

violation of any law, property rule, HOA rule, host rule, or manufacturer instruction; and (5) claims brought by a minor, guest, invitee, bystander, or third party arising from my order. **My indemnity obligation does NOT extend to claims arising from the gross negligence, recklessness, or willful misconduct of any Released Party, or to any indemnity prohibited by law. I am not required to indemnify a Released Party for that party's own negligence except to the extent my own conduct contributed to the claim and only to the extent permitted by law.**

22. Medical Treatment, Emergency Authorization, and Insurance

I authorize the Company, its representatives, hosts, bystanders, or emergency personnel to seek emergency medical assistance if they reasonably believe it is necessary. I understand the Company has no duty to provide medical care, rescue, supervision, lifeguard, or emergency assistance, and I am responsible for my own medical and emergency expenses arising from any incident involving Rental Items. I understand the Company does not provide health, life, property, travel, renters, liability, accident, or other insurance for me or other users, and I am solely responsible for obtaining any insurance I want or need. My personal insurance may not cover injuries, property damage, Rental Items, fire damage, water activities, e-bike use, or food-related claims.

23. Alcohol, Drugs, Impairment, and Unsafe Conduct

I agree not to use or allow any person to use Rental Items while under the influence of alcohol, cannabis, illegal drugs, impairing medication, fatigue, or illness, and not to engage in reckless, aggressive, dangerous, unlawful, or unintended use of any Rental Item. I understand that violation of this section may result in immediate termination of the rental without refund and may increase my responsibility for resulting harm.

24. Children, Pets, and Vulnerable Persons

I agree to supervise children, pets, elderly individuals, disabled individuals, and other vulnerable persons around Rental Items, fire equipment, water equipment, food items, and all other Products and Services. I understand that children and pets may be at increased risk of burns, drowning, choking, allergic reaction, falls, tip-over injuries, cuts, and collisions, and I accept responsibility for keeping them away from hazards and ensuring all use is safe and lawful.

25. No Warranty; Disclaimer of Representations

To the fullest extent permitted by law, Rental Items, Products, and Services are provided “as is” and “as available,” without warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, suitability, uninterrupted use, exact availability, exact appearance, brand, model, allergen-free condition, freshness, or enjoyment. No statement by the Company, its representatives, website, or marketing materials creates a warranty unless expressly stated in a written agreement signed by the Company. Nothing in this section disclaims any warranty or liability that cannot lawfully be disclaimed, including under California product-liability law.

26. Limitation of Damages

Important limitation — read carefully.

To the fullest extent permitted by law, the Company shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profit, loss of enjoyment, loss of vacation, alternative rental or lodging, or travel disruption. For claims involving property damage or economic loss only, the Company's total liability shall not exceed the greater of the amount I paid the Company for the specific Rental Item, Product, or Service giving rise to the claim, or \$250. THIS CAP DOES NOT APPLY to claims for personal injury, illness, or death, to claims arising from the Company's gross negligence, recklessness, or willful misconduct, to statutory product-liability claims, or to any liability that cannot be limited under applicable law.

27. Photographs, Video, Image, and Likeness

I consent to the Company photographing or documenting Rental Items, delivery and setup locations, returned items, damage, loss, unsafe conditions, and incidents for operational, safety, insurance, documentation, and dispute-resolution purposes. The Company will use photographs or video that personally identify me or my guests for marketing purposes only if I separately provide written or electronic consent for marketing use.

28. Privacy and Communications

I authorize the Company to contact me by phone, text message, email, app notification, or other method regarding orders, delivery, pickup, safety, payment, damage, lost items, substitutions, emergencies, and customer service, and for marketing only where permitted by law and consistent with the Company's Privacy Policy. I may opt out of marketing communications at any time. Standard messaging and data rates may apply. The Company's collection and use of my personal information is governed by its Privacy Policy at www.vip-bnb.com.

29. Dispute Resolution; Informal Resolution; Arbitration; Small Claims

AGREEMENT TO BINDING INDIVIDUAL ARBITRATION; RIGHT TO OPT OUT.

This section requires most disputes to be resolved by binding individual arbitration in California rather than in court, and it waives jury trial for those disputes. Small claims court remains available, the Company pays the arbitration fees described below, and you may opt out of arbitration within 30 days as explained in this Section 29.

The parties will first attempt in good faith to resolve any dispute informally by written notice to the other party describing the dispute and the relief sought, with at least thirty (30) days to resolve it before commencing arbitration or filing any court action, to the extent not prohibited by applicable law. Either party may bring a qualifying individual claim in **small claims court**, and either party may seek injunctive relief in court to protect intellectual property or confidential information. Nothing in this Agreement prevents a party from seeking **injunctive relief** in court if such a claim cannot be compelled to arbitration under applicable law.

Binding arbitration. Except for claims that may be brought in a small claims court in California, any dispute, claim, or controversy arising out of or relating to this Agreement, the Rental Items, Products,

Services, payments, or the relationship between the parties that is not resolved informally shall be resolved by binding individual arbitration before a single neutral arbitrator administered by JAMS in Los Angeles County, California, under the JAMS rules then in effect, including the JAMS Consumer Arbitration Minimum Standards where applicable or, if mutually agreed by the parties, by video/telephone or documents only procedures where permitted by JAMS rules then in effect. If the Customer resides outside of Los Angeles County, California, venue shall be via remote proceedings. The arbitrator may award any individual remedy available in court, subject to the limitations and waivers in this Agreement. For the avoidance of doubt, the JAMS Consumer Arbitration Minimum Standards apply to any consumer arbitration under this Agreement. For consumer disputes, the Customer will not be required to pay any fees or costs in excess of what the Customer would pay to file a claim in a California court. The Company **will pay all** arbitration filing, administrative, and arbitrator fees for consumer claims above that amount. The Company **will timely pay** all such fees and invoiced amounts within the time required by applicable law, including the applicable JAMS rules and Code of Civil Procedure §§ 1281.97–1281.98. Judgment on the award may be entered in any court of competent jurisdiction. **If any terms of this arbitration provision conflicts with the JAMS Consumer Arbitration Minimum Standards or applicable law, the JAMS Consumer Arbitration Minimum Standards and applicable law shall govern.**

WAIVER OF JURY TRIAL. To the fullest extent permitted by law, **THE PARTIES UNDERSTAND AND AGREE THAT ANY COVERED DISPUTE WILL BE RESOLVED BY AN ARBITRATOR AND NOT BY A JUDGE OR JURY, OR BY A SMALL CLAIMS COURT, AND THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY.**

RIGHT TO OPT OUT OF ARBITRATION. I may opt out of this arbitration provision by sending written notice to info@vip-bnb.com within thirty (30) days after first accepting this Agreement, stating my name and intent to opt out. The notice should also include my contact information and sufficient details to locate my account or order. I may also opt out by mailing such written notice to the Company at the customer-service address provided in my order confirmation. Opting out will not affect any other provision of this Agreement. If I opt out, any dispute, claim, or controversy that would otherwise have been subject to arbitration shall be resolved in court pursuant to Section 31 (Governing Law and Venue), and nothing in the jury trial waiver of this Section 29 applies to such court litigation. My right to bring an individual claim in small claims court remains available where permitted.

Survival. This arbitration provision survives termination of this Agreement.

Consumer Acknowledgment: By checking the box or signing below, I acknowledge that I have read and understand this Section 29, including the agreement to binding individual arbitration, the waiver of jury trial, the small-claims option, the Company's fee-payment obligations and timing, and my 30-day right to opt out.

30. Class and Representative Action Waiver

To the fullest extent permitted by law, any dispute will be brought only in my individual capacity and not as a plaintiff, class member, or representative in any class, collective, consolidated, or mass action. If this individual-arbitration requirement is found unenforceable as to a particular claim, that claim shall proceed in court, but the remainder of the arbitration provision shall remain in effect. Nothing in this Agreement waives any non-waivable representative right that cannot lawfully be waived.

31. Governing Law and Venue

This Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles. Subject to the arbitration provision, any court proceeding shall be filed in the state or federal courts located in Los Angeles County, California, unless otherwise required by law.

32. Severability and Interpretation

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable or, if modification is not permitted, severed. Headings are for convenience only and do not limit the scope of any provision.

33. Entire Agreement; Electronic Acceptance

This Agreement, together with any order form, checkout terms, invoice, confirmation, cancellation policy, equipment-specific instructions, and written policies provided by the Company, constitutes the entire agreement between the parties regarding the Rental Items, Products, and Services. I agree that my electronic signature, checkbox acceptance, online booking, payment, or receipt and use of Rental Items constitutes my legally binding acceptance of this Agreement.

34. Acknowledgment of Understanding

I acknowledge and agree that: I have carefully read this Agreement; I understand I am assuming risks that may result in serious injury, illness, property damage, or death; I understand I am releasing and waiving legal rights, including claims for ordinary negligence, but not for gross negligence, recklessness, or willful misconduct; I understand I am agreeing to indemnify and defend the Released Parties against certain claims arising from my own conduct; I understand this Agreement is intended to be legally binding on me, my heirs, and my representatives; and I sign this Agreement voluntarily and without coercion.