ECarts ATX

Rental Agreement & Liability Waiver

This Rental Agreement (“Agreement”) is entered into by and between ECartsATX (“Company”) and the undersigned renter (“Renter”). By signing below, Renter acknowledges that they have read, understood, and agree to be legally bound by all terms and conditions set forth herein.

1. Eligibility and Authorized Use

Renter must be at least 18 years of age and possess a valid driver’s license. Renter assumes full responsibility for all drivers and passengers. Only individuals authorized by ECartsATX may operate the E-Cart.

2. Permitted Use and Safety Requirements

Renter shall operate the E-Cart in strict compliance with all applicable laws and safety requirements. All passengers must wear seatbelts while the vehicle is in motion. The E-Cart may only be operated on public roads with speed limits of thirty-five (35) miles per hour or less. Operation under the influence of alcohol or drugs is strictly prohibited. The E-Cart shall not be used to transport more than four (4) persons, and reckless, negligent, or illegal activity is expressly forbidden.

3. Rental Term, Extensions, Pickup/Drop-Off, and Late Returns

The rental period begins and ends at the agreed-upon times specified below. Renter may request to extend the rental by contacting ECartsATX at least thirty (30) minutes before the scheduled return time. Extensions are subject to availability and are charged at Renter’s booked hourly rate, or in thirty (30) minute increments at half of the booked hourly rate. Late returns without an approved extension will incur a fee of $9.99 for every thirty (30) minutes past the scheduled return time. Pickup and delivery fees apply as specified at booking. The E-Cart must be returned to the agreed location unless otherwise authorized by ECartsATX.

4. Security Deposit, Cleaning, Decorations, and Lost Items

A refundable security deposit may be required prior to the rental and may be applied to cover any damages, late fees, cleaning costs, or missing items. Any remaining balance will be refunded to the Renter following inspection of the E-Cart. If the E-Cart requires professional cleaning, a $50 cleaning fee will be charged. Renter may decorate the E-Cart using only removable materials such as scotch tape or string. Packing tape, duct tape, or other adhesives that leave residue are not permitted, and residue removal will be subject to the cleaning fee. Lost keys will incur a $50 replacement fee, and missing accessories will be charged at full replacement cost.

5. Payment Method and Authorization to Charge

Renter authorizes ECartsATX to keep the payment card provided at booking on file with its payment processor and to charge that card for approved rental extensions, late return fees, cleaning fees, lost key or accessory charges, retrieval fees, and the cost of repairing any damage to the E-Cart occurring during the rental period. These charges may be made after the rental period has ended. Before charging for damages, ECartsATX will provide Renter with an itemized amount and supporting photos.

6. Battery Use and Charging

The E-Cart has an estimated range of thirty-five (35) to forty-five (45) miles per full charge. Actual range may vary depending on driving mode, passenger load, and terrain. Rentals of eight (8) hours or longer may require recharging during the rental period. A charger and extension cord are provided; the Renter is responsible for proper use and handling of the equipment.

7. Damage, Liability, and Indemnification

Renter assumes full responsibility for all damage, loss, or theft of the E-Cart during the rental period. Renter agrees to indemnify, defend, and hold harmless ECartsATX from any claims, liabilities, damages, or expenses arising from the rental, use, or operation of the E-Cart. ECartsATX shall not be liable for any injury, death, property damage, or accident resulting from the operation or use of the E-Cart.

8. Roadside Assistance and Retrieval

In the event of mechanical issues, the Renter must contact ECartsATX for assistance. Carts abandoned or left in unauthorized locations are subject to a $100 retrieval fee.

9. Cancellation / Return Policy

Cancellations made at least twenty-four (24) hours prior to the rental are fully refundable. Cancellations made less than twenty-four (24) hours in advance will incur a 10% fee. Same-day bookings must be cancelled at least two (2) hours prior to the rental start time for a full refund; otherwise, a 10% fee applies. No refunds or credits will be issued for unused rental time, including early returns, as the E-Cart is reserved for the Renter for the full booked period. Rentals proceed on a rain-or-shine basis. ECartsATX may cancel or reschedule rentals for unsafe or severe weather conditions. No refunds will be issued solely due to weather.

10. Insurance, Termination, and Governing Law

ECartsATX does not provide insurance coverage. The Renter is solely responsible for securing any insurance or coverage they deem necessary. Violation of any terms of this Agreement may result in immediate termination of the rental without refund. This Agreement shall be governed by the laws of the State of Texas, with venue in Travis County, Texas.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements.

12. Pre-Rental Inspection & Picture Requirement

Prior to operating the E-Cart, Renter must take clear photos or videos documenting the E-Cart's condition. Failure to comply may result in Renter being held responsible for damages incurred during the rental.

Acknowledgment: By signing below, Renter confirms they have read, understood, and agree to all terms of this Agreement and all associated fees and responsibilities described above, including the authorization to charge the card on file described in Section 5.

Renter Name: _____ Phone: _____

Email: _____ Driver's License #: _____

Rental Start (Date/Time): _____ Rental End (Date/Time): _____

Pickup / Delivery Address: _____

Renter Signature: _____ Date: _____