Return Date: _____ Return Time 9:00 pm

Lessee Name: _____ Contact #: _____
Lessee Address: _____ Email: _____
Emergency contact: _____ Emergency contact #: _____

Scooter Rental Agreement

This Scooter Rental Agreement (the "Agreement") is made and entered into in the State of Tennessee, by and between Smoky Mountain Scooter Rentals LLC ("Lessor") and the undersigned Lessee ("Lessee").

****Terms and Conditions****

1. Rental Term: The rental period commences on the day of rental and concludes no later than 9:00 p.m. on the same day, unless explicitly stated otherwise by an authorized Scooter Sales and Rentals employee. Additional fees will be incurred if the scooter is returned after the agreed-upon return time. _____

2. Lessee's Eligibility: The Lessee affirms that they are at least 25 years of age, are not under the influence of alcohol or narcotics, and are physically and mentally capable of operating a wheelchair or mobility scooter.

3. Authorized Operator/Passenger Restriction: The Lessee is the sole individual authorized by the Lessor to operate the wheelchair or mobility scooter. The Lessee must not permit any other persons, especially children, to ride with the Lessee on the wheelchair or mobility scooter. This restriction is for the safety of both the Lessee and others in proximity.

4. Battery Responsibility: The Lessee is responsible for maintaining an adequate battery charge throughout the entire rental term. _____

5. Weight and Capacity Limits: The maximum weight and capacity limits for the wheelchair or mobility scooter are specified by the manufacturer in the product literature, which is available for the Lessee's review. These limits include any belongings of the Lessee. Exceeding the weight limit is hazardous to the Lessee and may cause damage to the wheelchair or mobility scooter. _____

6. Responsibility for Damage/Loss: The Lessee is financially responsible and assumes all risk and liability for any water damage, physical damage, loss, or theft of the wheelchair or mobility scooter and its accessories while in the possession of the Lessee for the rental term.

7. Responsibility for Stored Items: The Lessee is financially responsible and assumes all risk and liability for any items and possessions stored or transported on the wheelchair or mobility scooter that are lost, stolen, or damaged.

8. Repair and Replacement Charges: The Lessee authorizes any repair or replacement charges incurred due to water damage, physical damage, loss, or theft of the wheelchair or mobility scooter or its accessories to be collected by the Lessor (either by cash or card) no later than 72 hours following the completion of the rental agreement.

9. Liability for Injuries: The Lessee is financially responsible and assumes all risk and liability for any injuries, including death, sustained by the Lessee or other persons arising out of the use or operation of the wheelchair or mobility scooter while in the possession of the Lessee during the term of the rental agreement.

10. Indemnification: The Lessee shall defend, indemnify, and hold harmless the Lessor and any employees acting on their behalf for and against all losses, liabilities, damages, claims, injuries, demands, actions, and causes of action arising out of the operation of the wheelchair or mobility scooter during the rental period.

11. Collection Costs: The Lessee agrees to pay all costs, including legal fees, incurred by the Lessor for collecting sums due, regaining possession of the wheelchair or mobility scooter, or enforcing and recovering any damages, losses, or claims against the Lessee.

12. Condition upon Return: The Lessee agrees that the wheelchair or mobility scooter will be returned in similar condition, free from visible signs of dirt or damage.

13. Refund Policy: Store policy dictates that no refunds will be issued for early returns. All mechanical or performance issues must be reported to the store as soon as they occur. No refunds will be given for issues reported after the rental is complete. _____

14. Cleaning Fee: The Lessee is subject to a cleaning fee for, but not exclusive to, damage or excessive dirt caused by candy, ice cream, soda/pop, powdered sugar, cigarette ash, mud/clay, glitter, or gum.

By signing below, Lessee acknowledges that he/she has read, understands, and agrees to abide by all terms and conditions of this rental agreement.

Signature of Lessee: _____ Date: _____

Signature of Employee/witness: _____ Date: _____