

# ScooterVille LLC RENTAL AGREEMENT

## TERMS OF RENTAL AGREEMENT

Scooterville LLC is a separate entity from the Polynesian Cultural Center (PCC). The Customer agrees to operate the electric mobility chair scooter **at his/her own risk**. Customer declares that he/she is physically, mentally, and emotionally capable to operate the scooter. Customer must be at least 18 years of age with a valid ID. The customer will be fully responsible and liable for any damages, claims, and costs including legal and medical expenses arising out of Customer's use of equipment. The customer shall defend, indemnify, and hold harmless both Scooterville LLC and PCC (including its officers, directors, employees, representatives, and agents) from any and all actual or alleged claims, demands, causes of action, liability, suits, loss, expense (including legal and medical expense), damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Customer in connection with or arising out of Customers use of equipment. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Scooterville LLC and/or PCC for all legal expenses and costs incurred by it. This agreement shall be governed by the laws of the State of Hawaii. Customer allows Scooterville LLC to give his or her information to any party involved in damages and/or injuries involving the customer's use of equipment.

ScooterVille, LLC owns the equipment. The customer will NOT give or transfer possession of the equipment to any other party. The renter agrees to be the sole operator of the equipment. The equipment must be returned to where it was received, no later than 9:30pm that same day. The equipment may NOT be taken out of the Polynesian Cultural Center. ScooterVille and PCC staffs reserve the right to repossess equipment at any time without your prior consent.

**Price:** \$42.00 (plus tax): All-Day pass (return by 7:15pm)

\$12.00 (plus tax): Optional Insurance – Covers up to \$200 in \*damages

*\* Insurance becomes void if PCC and/or ScooterVille rules are broken. Damages exceeding \$200*

**Rules:** *(Up to the replacement cost of scooter) will be charged to the card on file, unless customer is free from any fault.*

- |  |                                 |   |                                 |  |                                 |
|--|---------------------------------|---|---------------------------------|--|---------------------------------|
| 1. No increasing the speed after its set | <small>Initials<br/>1-3</small> | 4. Sit back into the chair against backrest   | <small>Initials<br/>4-6</small> | 7. Keep scooter out of rain                          | <small>Initials<br/>7-9</small> |
| 2. No sudden turns – slow down to turn   | <input type="checkbox"/>        | 5. Stay on designated pathway or sidewalk     | <input type="checkbox"/>        | 8. Yield to pedestrians                              | <input type="checkbox"/>        |
| 3. Approach ramps/bridges straight on    | <input type="checkbox"/>        | 6. One person on scooter – <b>renter</b> only | <input type="checkbox"/>        | 9. I accept the possibility of injury at my own risk | <input type="checkbox"/>        |

**Would you like to purchase Insurance for \$12.00 more?**  **Yes**  **No**

## CUSTOMER DEPOSIT STATEMENT

"I have been informed that my charge card has been billed for the entire amount of the rental fee. I consent to the reservation or setting aside of that amount. I have also been informed that all fees to fix any damages incurred and/or fees to clean equipment due to excessive soil or food/beverage spills will be billed to my charge card, *unless* I purchased the insurance above **and** operated the equipment within proper guidelines, in which case will cover up to \$200 in scooter damages and/or cleaning fees. I understand that this insurance is void if Scooterville LLC and/or PCC rules are broken. I understand that if I do not return the equipment, my card will be charged the purchase price of its replacement and criminal charges will be filed. By signing this Agreement, I certify that I have read this agreement and fully understand it and that I am not relying on any statements or representations made by Scooterville LLC and/or PCC."

\_\_\_\_\_  
Customer Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cardholder Name (Print) if different from above

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Scooterville Use Only:

\_\_\_\_\_  
Scooterville Witness (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date