

South Cape Scooters Rental Agreement Terms and Conditions and Release of Liability

1. Definitions. “Agreement” means all terms and conditions found in this form. “You” or “your” means the person identified as the renter and/or the person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our” or “us” means South Cape Scooters, “Authorized Driver” means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver’s license and, is at least 18 years of age. “Scooter” means the scooter identified in this Agreement and any scooter we substitute for it, and all its tires, tools, accessories, equipment, keys and scooter documents. “Loss of use” means the loss of our ability to use the Scooter for any purpose due to damage to it during this rental.

2. Rental, Indemnity and Warranties. This is a contract for the rental of the Scooter. We may repossess the Scooter at your expense without notice to you, if the Scooter is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Scooter. We make no warranties, express, implied or apparent, regarding the Scooter, no warranty of merchantability and no warranty that the Scooter is fit for a particular purpose.

3. Condition and Return of Scooter. You must make arrangements for us to pick up the Scooter on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. The Scooter remains our property and failure to return it on the agreed date may constitute larceny. If the Scooter is not available at the time arranged for pick up, charges will start to accrue until arrangement is made for pick up.

4. Responsibility for Scooter Damage or Loss; Reporting to Police. You are responsible for all damage to or loss of the Scooter, including the cost of repair, or the actual cash retail value of the Scooter on the date of the loss if the Scooter is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for theft of the Scooter, loss of use, diminished value of the Scooter caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Further responsibilities. You are further responsible for all damage to or loss of the Scooter which: (a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) is caused by anyone who obtained the Scooter or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Scooter is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) occurs while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Scooter; (f) occurs while carrying dangerous or hazardous items or illegal material in or on the Scooter; (g) occurs outside the geographic limitations indicated on the reverse; (h) occurs as a result of driving the Scooter on unpaved roads; (i) occurs and the odometer has been tampered with or disconnected; (j) occurs when the Scooter's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Scooter; (k) occurs as a result of your willful, wanton or reckless act; (l) occurs and you fail to summon the police to any Scooter accident involving personal injury or property damage.

6. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Scooter. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required by Florida. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) optional products and services you purchased (b) any parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Scooter assessed against us or the Scooter; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$20 for each such charge; (c) all expenses we incur in locating and recovering the Scooter if you fail to return it or if we elect to repossess the Scooter under the terms of this Agreement; (d) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (e) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (f) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (g) a reasonable fee not to exceed \$25 to clean the Scooter if returned substantially less clean than when rented.

We and the riders will both inspect the scooters before the scooter is rented, and upon the return, or pickup of the scooters.

8. Deposit. We may use your deposit of \$250.00 to pay any amounts owed to us under this Agreement. You understand that you will remain liable for charges that exceed your deposit.

9. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Scooter or in any service or delivery vehicles, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. ASSUMPTION OF RISK. YOU UNDERSTAND THAT THERE ARE POSSIBLE RISKS TO YOURSELF AND OTHERS, INCLUDING THE RISKS OF DEATH, SERIOUS BODILY INJURY, AND PROPERTY DAMAGE THAT MAY BE ASSOCIATED WITH OPERATING A SCOOTER.

YOU ARE RESPONSIBLE FOR THE SAFETY OF YOURSELF AND ANY GUESTS YOU MAY HAVE ON THE SCOOTER.

YOU HEREBY STATE, THAT TO THE BEST OF YOUR KNOWLEDGE, YOU ARE IN GOOD PHYSICAL AND MENTAL CONDITION, AND UNDERSTAND THE SCOOTER SAFETY PROCEDURES. YOU VOLUNTARILY ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO YOUR PERSON OR PROPERTY WHICH MAY BE INCURRED FROM OR BE CONNECTED IN ANY MANNER WITH YOUR USE, OPERATION OR RENTAL OF THE SCOOTER.

_____ **INITIAL HERE**

11. RELEASE AND INDEMNIFICATION. YOU HEREBY RELEASE US, OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ALL CLAIMS, DEMANDS, ACTIONS AND FROM ALL LIABILITY FOR DAMAGE, LOSS OR INJURY (OF WHATEVER KIND, NATURE OR DESCRIPTION) THAT MAY ARISE OUT OF, OR YOU MAY SUSTAIN, IN CONNECTION WITH YOUR USE, OPERATION, OR RENTAL OF THE SCOOTER. YOU FURTHER AGREE TO INDEMNIFY AND HOLD US HARMLESS, AS WELL AS OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES, EXPENSES AND COSTS, OF YOURSELF OR OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION), WHICH MAY ARISE OUT OF, OR IN ANY MANNER CONNECTED WITH, OR CAUSED BY YOUR USE OR BY YOUR GUESTS OR AGENTS, OR OPERATION OR RENTAL OF THE SCOOTER. THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING UPON YOUR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS.

_____ **INITIAL HERE**

12. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must reserve the scooter again and be approved before riding it beyond the original agreed upon pickup date and time. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

13. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You agree that this Agreement and any dispute arising therefrom, as well as any dispute arising from your operation or use of the Scooter, shall be determined by the courts of Florida and under the laws of the State of Florida.

Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a scooter. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

IMPORTANT!!!!!!!!!!!!!!!

THIS RELEASE OF LIABILITY IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES.

Please read this document carefully before you sign it. If you do not understand any provision of this Agreement, you should not sign the document until you obtain clarification of the provision you do not understand. You are encouraged to have this document reviewed by your legal representative or by any other advisor you may have before you sign this agreement.

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties.

-RIDER-

-PASSENGER-

Signature

Signature

Print Name _____

Print Name _____

Address _____

Address _____

City/St/Zip _____

City/St/Zip _____

Date _____

Date _____

*If the passenger is under the age of 18, the child's parent or legal guardian must read and sign the Minor Participation Addendum prior to the minor engaging in the activity