Rental Agreement Terms & Conditions

GET AROUND GET AROUND rents to the person signing this agreement (further known as Renter) for (mobility scooter) subject to all the terms and conditions set forth in this Rental Agreement and that Renter agrees: The mobility scooter is the property of GET AROUND GET AROUND and is in good condition. Renter will return the mobility scooter in the same condition as when received, at the end of the rental period for inspection and recharge of battery (if necessary), or sooner, upon the demand by GET AROUND GET AROUND. If rented equipment is not received back by the end of business on the day the rental period ends, the rental period may be automatically extended for an additional day and the renter will be billed accordingly. This fee is non-refundable. GET AROUND GET AROUND may repossess the mobility scooter without demand at any time if it is used in violation of the terms of this agreement. Renter may cancel this order at any time; Renter will be charged a cancellation fee of 25 % of the rental fee per rental if not canceled at least TWO DAYS prior to delivery date. GET AROUND GET AROUND shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Renter, its agents, servants, or employees, or any other person on the mobility scooter, either before or after the return thereof. GET AROUND GET AROUND renter assumes all risk of such loss or damage and waives all claims against GET AROUND GET AROUND by reason thereof and Renter agrees to hold GET AROUND GET AROUND harmless from and to defend and indemnify GET **AROUND GET AROUND** against all claims based upon or arising out of such loss or damage. Renter assumes all risk and liability for any loss, damage or injury, including death, to persons or property of Renter or others arising out of the use, operation or driving of the mobility scooter. Renter is responsible for the mobility scooter and will reimburse GET AROUND GET AROUND for the full cost of replacement upon demand for any damage, loss, theft, or destruction of the mobility scooter. The Renter understands and authorizes that GET AROUND GET AROUND will obtain any repair costs or the replacement costs of the mobility scooter. The following restrictions are cumulative and each shall apply to every use. operation or driving of the mobility scooter. Under no circumstances shall the mobility scooter be used, operated by any person: a) under the age of 18 or b) while under the influence of intoxicants or narcotics; or c) in an unsafe manner. Renter shall defend, indemnify and hold harmless GET AROUND GET AROUND, all of their agents, officers, servants, and employees from and against any and all losses, liability claims, damages, injuries, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by persons that may arise from the use, operation or driving of the mobility scooter provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of GET AROUND GET AROUND or its employees. Renter assumes all costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use, operation or driving of the mobility scooter. GET AROUND GET AROUND assumes no liability or responsibility for any acts or omissions of Renter or of Renters agents, servants, or employees. Renter shall require drivers to operate the mobility scooter with reasonable care and diligence and comply with the terms of this agreement. Renter shall notify GET AROUND GET AROUND immediately of any and all accidents and damage resulting from the use, operation or driving of the mobility scooter. Renter agrees to pay all costs, expenses, and attorney's fees incurred by GET AROUND GET AROUND in collecting sums due or in regaining possession of mobility scooter or in enforcing or recovering any damage, losses or claims against Renter. Renter or the driver of the mobility equipment shall in no event be deemed the agent or employee of GET AROUND GET AROUND in any manner or for any purpose whatsoever. Any individual executing this Agreement as Renter in a

representative capacity shall be bound personally, jointly and severally, with such fiduciary, corporation or other entity as to all obligations, expressed or implied, arising hereunder. If any provisions hereof or the application of any provisions to any person or circumstance is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

Credit and Debit Card Policies

GET AROUND accepts most major credit cards for credit identification and payment at the time of rental. Debit Cards can be used as a form of payment of rental charges. Note: Prepaid Debit/Gift cards are not acceptable methods of credit or identification. One of the above mentioned cards must be presented.

Returned Checks

A returned check fee of \$35.00 will be charged for any check returned for Non-Sufficient Funds. For every month not paid a charge of \$15.00 per month will be added. Any court costs and any additional fees accrued will be the obligation of the customer.

No Show Policy or Cancellation

As a courtesy to fellow customers kindly cancel any unneeded reservation as soon as your plans change. A cancellation fee of 25% will be deducted if reservations are not canceled at least 48 hours prior to the day of delivery. To avoid this fee, please cancel at least 48 hours in advance.

Rental late fees and extensions

The mobility scooter is due back or must be ready for pick-up at the date/time specified on the rental agreement. If not received by **GET AROUND GET AROUND** by the end of business on the date due, a non-refundable fee of one day rental cost of the mobility scooter will be automatically charged to renters credit card. An additional day rental cost will be charged to renters credit card until the mobility scooter is received back by **GET AROUND GET AROUND**. If you need to extend your rental, you must call or email us prior to the date the rental expires or as stated above a non-refundable fee will be charged to the renters credit card. There will be no refund for rentals returned prior to date rental period ends, NO EXCEPTIONS.

Cleaning Insurance

All mobility scooters must be returned in clean condition, just as it was when it was rented. Optional cleaning insurance can be purchased for \$10 at time of rental. Otherwise, if no cleaning insurance is purchased and any representative of **GET AROUND GET AROUND** feels the equipment is dirtier than when rented, a non-refundable up to \$80 cleaning fee will be charged to renters credit card.

Damaged Scooter Rentals

A non-refundable fee of \$25 will be charges to renters credit card for lost or damaged keys. If the ignition requires replacement due to broken key in the ignition a non-refundable fee of \$100 will be charged to renters credit card.

Out of Battery

The mobility scooter is fully charged at the time of delivery, customer is responsible to charge the battery as needed. If you forget to charge the battery and become stranded, you may call us and request a delivery of a fully charged battery, at a fee of \$60.00 during business hours.

By reserving your mobility scooter you are stating that you agree to these Rental Terms.