

# Rental Agreement Terms & Conditions

**BUIT MOBILITY SOLUTIONS** rents to the person signing this agreement (further known as Renter) for (mobility scooter/electric wheelchair) subject to all the terms and conditions set forth in this Rental Agreement and that Renter agrees: The mobility scooter/electric wheelchair equipment is the property of **BUIT MOBILITY SOLUTIONS** and is in good condition. Renter will return the mobility scooter or electric wheelchair equipment 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 **BUIT MOBILITY SOLUTIONS**. In the event that you need **BUIT MOBILITY SOLUTIONS** to provide a service call due to lost keys or battery replacement due to negligence, there will be a service local call of \$89 plus the cost of the replacement keys and must be paid before the service is performed. **BUIT MOBILITY SOLUTIONS** may repossess the mobility scooter/electric wheelchair equipment 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. **BUIT MOBILITY SOLUTIONS** 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/electric wheelchair equipment, either before or after the return thereof. **BUIT MOBILITY SOLUTIONS** renter assumes all risk of such loss or damage and waives all claims against **BUIT MOBILITY SOLUTIONS** by reason thereof and Renter agrees to hold **BUIT MOBILITY SOLUTIONS** harmless from and to defend and indemnify **BUIT MOBILITY SOLUTIONS** 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 / electric wheelchair equipment. Renter is responsible for the mobility scooter / electric wheelchair equipment and will reimburse **BUIT MOBILITY SOLUTIONS** or the full cost of replacement upon demand for any damage, loss, theft, or destruction of the mobility scooter/electric wheelchair equipment. The Renter understands and authorizes that **BUIT MOBILITY SOLUTIONS** will obtain any repair costs or the replacement costs of the mobility scooter/electric wheelchair equipment. The following restrictions are cumulative and each shall apply to every use, operation or driving of the mobility scooter/electric wheelchair equipment. Under no circumstances shall the mobility scooter/electric wheelchair equipment 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 **BUIT MOBILITY SOLUTIONS**, 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/electric wheelchair equipment, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of **BUIT MOBILITY SOLUTIONS** 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/electric wheelchair equipment. **BUIT MOBILITY SOLUTIONS** assumes no liability or responsibility for any acts or omissions of Renter or of Renter's agents, servants, or employees. Renter shall require drivers to operate the mobility scooter/electric wheelchair equipment with reasonable care and diligence and comply with the terms of this agreement. Renter shall notify **BUIT MOBILITY SOLUTIONS** immediately of any and all accidents and damage resulting from the use, operation or driving of the mobility scooter/electric wheelchair equipment. Renter agrees to pay all costs, expenses, and attorney's fees incurred by **BUIT MOBILITY SOLUTIONS** in collecting sums due or in regaining possession of mobility scooter/electric wheelchair equipment 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 **BUIT MOBILITY SOLUTIONS** 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**

**BUIT MOBILITY SOLUTIONS** 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 Extensions**

The mobility scooter/electric wheelchair equipment is due back at the date/time specified on the rental agreement so the mobility scooter/electric wheelchair equipment can be picked up. If you need to extend your rental, you must call us prior to expiration.

### **Out of Battery**

The mobility scooter/electric wheelchair equipment 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 signing below you agree to the Rental Terms

Full Name:

Date:

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