

Terms and Conditions:

These Terms and Conditions govern your use of this website and the scooter rental services (the "Services") provided by Happy Feet Scooters, LLC d/b/a Scootz ("lessor").

This is a legal agreement between you ("you" or "renter") and lessor that states the material terms and conditions that govern your use of the Services. This agreement, together with all updates, supplements, additional terms, and all of lessor's rules and policies collectively constitute this "Agreement" between you and lessor.

The lessor hereby rents to the renter (identified as the customer name on the above reservation), and the renter agrees to rent the personal property described on the reservation above from lessor (the "Product(s)"), subject to this Agreement and the terms and conditions within as follows:

1. The renter has at this date and at this time specified reserved from the lessor the Product(s) listed and identified in the above reservation.
2. That this Product(s) is to be used by the renter at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended and he/she will not misuse any said equipment.
3. That the renter will pay the lessor the cost of replacement of the rented Product(s) if lost or stolen,

REGARDLESS OF FAULT OR ERROR.

4. That the renter will pay the lessor the entire cost of replacement or, cost of repair if possible, if the Product(s) is destroyed, or has suffered damage, and the renter has not purchased the \$20.00 damage waiver fee in the above reservation.
5. That the renter, on the "due date", as set forth in this reservation, will immediately return rental product(s), with all attachments, accessories, and parts to the address that is listed in the above reservation, hereof, in the same condition that the rented product(s) was received. Ordinary wear and tear excepted.
6. That if the renter decides to extend the rental beyond the date and time that the rental was originally agreed upon, as indicated in the above reservation hereof, renter will immediately notify lessor for approval and terms of the extension, prior to the due date set forth above.
7. That lessor, at its own discretion may report as stolen all rented product(s) not returned to specified location within ten (10) calendar days after due date listed in the above reservation or if conditions or circumstances indicate theft, before said date. Renter hereby agrees to hold lessor harmless from any claim or liability whatsoever resulting from or arising out of lessor's reporting the property as stolen. Furthermore, the renter agrees to indemnify and defend lessor, its owners, employees, and agents from any claim or liability arising out

of lessor's reporting said theft which includes any damages sought for false imprisonment, intentional or negligent infliction of emotional distress, false detention, or any and all damages losses or liabilities.

8. That the renter will immediately discontinue use of the Product(s) should it at any time, following the execution of this Agreement or any subsequent agreement, become unsafe or in a state of dis-repair. Furthermore, the renter will immediately notify lessor that the equipment is unsafe and in dis-repair. Until such time that lessor has regained possession, the renter agrees to take all steps reasonably necessary to prevent injuries to any person and any and all property from the renter, equipment or Product(s).

9. The renter agrees to pay all collection fees, reasonable attorney fees, court costs or any other expense incurred by the lessor to enforce the terms and conditions of this agreement.

By proceeding with the Services, you hereby agree to take sole responsibility for any damages outside of normal wear and tear of the piece of equipment mentioned in the above reservation, including accessories, while in your possession. Your possession commences when you receive the rental unit and terminates when the unit is back in possession of the lessor. You understand that you are personally responsible for all vandalism and/or loss or theft of the rental unit and its accessories, **REGARDLESS OF FAULT OR ERROR**. Should both parties be unable reach a mutual agreement, you understand that a third-party company appointed by lessor will be responsible for calculating the cost of damages. In the event that an agreement cannot be reached, you understand that you shall be responsible for all legal fees incurred by lessor in pursuit of monies owed by the renter.

EXPRESSED AND IMPLIED WARRANTY DISCLAIMER

RENTER ACKNOWLEDGES AND AGREES THAT LESSOR DOES NOT PROVIDE EXPRESSED WARRANTIES UNLESS AN EXPRESSED WARRANTY IS GIVEN IN WRITING BY LESSOR AND FURTHER AGREES THAT LESSOR PROVIDES NO WARRANTIES OR "MERCHANTABILITY" OR OF "FITNESS FOR A PARTICULAR PURPOSE" EITHER EXPRESSED OR IMPLIED".

WAIVER OF LIABILITY: Upon confirming your reservation with lessor, you agree to release, waive and discharge the right to seek medical reimbursement or the legal prosecution for any injury resulting from the use of any equipment, rental or otherwise, provided by lessor. The renter acknowledges and agrees that this release provision shall bind the renter's family if the renter is alive, and the renter's heirs, assigns and personal representative if the renter is deceased. This document shall be deemed as a release, waiver, discharge and covenant not to sue lessor or its independent contractors, officers, agents, employees and affiliates. You further confirm upon completion of the initial reservation from lessor, that you are at least 18 years of age and fully competent as "executer" of this "waiver of liability" fully intending to be bound by the same.

In addition, the renter shall defend, indemnify, and hold lessor and its independent contractors, officers, agents, employees and affiliates harmless for any claim or liability, whether based upon a claim for damages to real or personal property, or damages lost or sustained to a person. Furthermore, should any court action be initiated by either the renter or lessor, the renter hereby agrees to pay all reasonable collection fees, court costs, and attorney's fees incurred by lessor or any other reasonable expense incurred to enforce the terms and conditions of this contract by either party.

THE RENTER HEREBY ACKNOWLEDGES AND AGREES LESSOR DOES NOT WORK IN CONJUNCTION WITH NOR ADHERE TO ANY CONTRACTS OR FINANCIAL OBLIGATIONS THROUGH MEDI-CARE OR ANY INDIVIDUAL INSURANCE COMPANY PERTAINING TO THE CHARGES OF ANY AND ALL OF IT'S RENTAL EQUIPMENT AND PROPERTY. LESSOR IS NOT RESPONSIBLE IN ANY WAY FOR REIMBURSEMENT OR ANY FORM OF COMPENSATION FOR CHARGES INCURRED DURING THE COURSE OF THE RENTAL STATED ON THE ABOVE PORTION OF THIS RESERVATION.

Equipment Policy:

Equipment replacements due to not charging may be subject to a \$40 replacement fee.

Cancellation/Changes Policy:

Lessor requires all renters to agree to a 48-hour cancellation/changes policy, which is based on the start date of the rental. To avoid any charges ALL cancellations/changes MUST be made NO LATER than 8:00am 2 days prior to the start date. Any reservation that is cancelled/changed within that 48-hour time frame, regardless of the nature of the cancellation/change, will be subject to a one-day rental fee. All reservations cancelled/changed on the expected start date will be subjected to a 2-day rental fee. The total amount of the "cancellation/change fee", is based on the type of equipment and how many pieces of equipment were booked in the reservation.

BY USING THE SERVICES, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SERVICES. LESSORS RESERVES THE RIGHT TO MODIFY OR AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME WITHOUT NOTICE.