

## **Mobility Equipment Rental Agreement**

MN Mobility rents to Renter signing this agreement mobility equipment (scooter, wheelchair, and/or ramp) subject to all the terms and conditions set forth in this Rental Agreement and Renter agrees:

- 1. The mobility equipment is the property of MN Mobility and is in good condition. Renter will return the mobility equipment in the same condition as when received at the end of the rental period for inspection, or sooner, upon the demand by MN Mobility. MN Mobility may repossess the mobility equipment without demand, or refund, at any time if it is used in violation of the terms of this agreement.
- 2. Renter may cancel this order 24 hours prior to delivery at no cost to the Renter. In the event Renter cancels this order within 24 hours; Renter will be charged a cancellation fee equal to rental day.
- 3. MN Mobility 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 scooter, either before or after the return thereof to MN Mobility. Renter assumes all risk of such loss or damage and waives all claims against MN Mobility by reason thereof and Renter agrees to hold MN Mobility harmless from and to defend and indemnify MN Mobility against all claims based upon or arising out of such loss or damage.
- 4. 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 equipment.
- 5. Renter is responsible for the mobility equipment and will reimburse MN Mobility for the full cost of replacement upon demand for any damage, loss, theft, or destruction of the mobility equipment. The Renter understands and authorizes that MN Mobility will charge the credit card used for any cleaning costs, repair costs, or the replacement costs of the mobility equipment.
- 6. The following restrictions are cumulative and each shall apply to every use, operation or driving of the mobility equipment. Under no circumstances shall the mobility 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.
- 7. Renter shall defend, indemnify and hold harmless MN Mobility, 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 equipment, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of MN Mobility or its employees.
- 8. 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 equipment.
- 9. MN Mobility assumes no liability or responsibility for any acts or omissions of Renter or of Renter's agents, servants, or employees.
- 10. Renter shall notify MN Mobility immediately of any and all accidents and damage resulting from the use, operation or driving of the mobility equipment.
- 11. Renter shall require drivers to operate the mobility equipment with reasonable care and diligence and comply with the terms of this agreement.
- 12. Renter agrees to pay all costs, expenses, and attorney's fees incurred by MN Mobility in collecting sums due or in regaining possession of mobility equipment or in enforcing or recovering any damage, losses or claims against Renter.
- 13. Renter or the driver of the mobility equipment shall in no event be deemed the agent or employee of MN Mobility in any manner or for any purpose whatsoever.

- 14. 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.
- 15. This Agreement shall be binding upon the distributees, heirs, next of kin, executors, administrators and personal representatives of the undersigned Renter.
- 16. 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.
- 17. The information provided below has been reviewed and accepted as part of this agreement.

Renter/User Name:		<u>-</u>
City/State/Zip:		
Home Phone:	Cell Phone:	
Email address:		
Date of Birth:	Height:	_ Weight:
Date(s) Time(s) Needed:		
Delivery Location:		<del> </del>
	RATES:	
Mobility Scooter = \$45.00*/Day \$189.00/Week, \$472.50/Month	Power Wheelchair = \$55.00*/Day \$231.00/Week, \$577.50/Month	Ramp = \$30.00*/Day \$126.00/Week, \$315.00/Month
	day minimum required or additional \$25.0 day rates receive a 65% discount over dai	
Outside Area Delivery and/or Addi	tional Charges: \$	
Total Amount: \$		
Card#:		
	Security Code:	
Billing Address:		
I have read and agree to the renta	al agreement above and understand	and agree to pay the charges.
Signature:		Date:

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