



SCOOTER RENTAL AGREEMENT

DATE: ____ / ____ / 2019

Responsible Renter: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

This Scooter Rental Agreement (“Agreement”) is made between The Scooter Lounge Rentals, LLC, organized under the laws of Utah, with offices at 302 S. 500 W. Provo Utah 84601 (“Owner”), Renter listed above (“Renter”). Owner and Renter are hereinafter collectively referred to as “Parties”.

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

Scooter(s): _____

And all its equipment, tools, tires, accessories, keys, and documents provided by Owner (“Scooter”).

1. Term. This Agreement shall commence on the day the Renter takes possession of Scooter and remain in full force and effect until Scooter is returned to Owner.

Renter shall return the Scooter on or before: ____ (AM/PM) ____ / ____ / 2019, unless this Agreement is terminated earlier consistent with the terms herein.

2. Payment. Renter shall pay \$ ____ per _____ and authorizes Owner to charge the credit card on file with Owner an amount equal to all payments and fees due under this Agreement. Renter shall also pay other charges in accordance with this Agreement due upon return of Scooter, to the fullest extent allowed by law, including but not limited to:

a) charges for optional services, if any;

b) applicable taxes;

- c) loss of, or damage or repair to the Scooter, loss of use, diminution of the Scooter's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) a \$100 charge per day for late return of the Scooter or the highest amount allowable under law;
- e) unless due to the fault of Owner, all fines, penalties, traffic and/or parking violations, court costs, towing charges and other expenses relating to the Scooter assessed against Owner or the Scooter during the rental Term;
- f) all expenses Owner incurs due to Renter's failure to return the Scooter including costs in locating and recovering the Scooter;
- h) 12% interest, or the maximum amount allowed by law, for monies 14 days past due;
- i) all costs incurred to collect unpaid monies due; and
- k) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

3. Security Fee. In addition to the fees listed in Section 2, Renter shall pay a security fee of \$9.00 per Scooter at the time this Agreement is signed. Security fee is nonrefundable.

4. Authorized Drivers. Only those who are listed on this Agreement and have a current valid driver's license to operate the Scooter are permitted to drive the Scooter. Any other drivers are prohibited from operating Scooter.

5. Insurance and Release of Liability. Renter is responsible for all loss or damage Renter causes from Scooter to third-parties, and Renter represents and warrants that Renter has and will maintain all policies of insurance required to operate Scooter under applicable law. Owner makes no claim to provide insurance other than State of Utah required motor vehicle liability insurance.

6. Safety. Renter agrees that Renter's safety is Renter's own responsibility. Renter agrees to make sure that Renter knows how to safely operate Scooter and to observe any rules and practices that may be employed to minimize the risk of injury. Renter agrees to stop and seek assistance if Renter does not believe Renter can safely continue and to refrain from any and all actions that would pose a hazard to Renter or others.

7. Restrictions on Use. Renter shall not:

- a) permit the Scooter to be driven by any person who is not an Authorized Driver under this Agreement;
- b) operate the Scooter or permit it to be operated in violation of law, including but not limited to driving under the influence of prescription or non-prescription drugs or alcohol, or in breach of rules and regulations of road traffic;
- c) operate the Scooter or permit it to be operated by anyone who is sending an electronic message, including text (SMS) messages or emails;
- d) operate the Scooter or permit it to be operated to commit a violation of law;
- e) operate the Scooter or permit it to be operated for any race, test, or contest;
- f) operate the Scooter or permit it to be operated for the transport of more passengers or goods than the maximum allowable for the Scooter or to carry hazardous or explosive substances of any kind;

- g) drive or permit the Scooter to be driven by any person who does not hold a current valid driver's license;
- h) drive or permit the Scooter to be driven or parked on roadways not regularly maintained, or on any roads, beach, driveway, or surface likely to cause damage to the Scooter;
- i) operate the Scooter or allow it to be operated to push or tow any other vehicle, person or object;
- j) operate the Scooter or allow it to be operated to carry passengers or property for hire;
- k) operate the Scooter or allow it to be operated in a negligent manner;
- l) transport any animal on the Scooter;
- m) operate the Scooter or allow it to be operated by any person who is smoking or vaping.

8. Repair or Loss and Reporting to Police. Scooter shall not be serviced or repaired, and parts and accessories shall not be replaced without Owner's prior consent. Renter shall alert Owner to any damage to the Scooter. Renter shall be responsible for any loss or damage to Scooter and loss of use, diminution of the Scooter's value caused by damage to it or repair to it and missing equipment. In the event Renter is in an accident, has an incident on Scooter, or if Scooter is subject to theft or vandalism, Renter shall report the accident or incident to Owner as soon as practicable.

9. Condition of Scooter. The Condition of Scooter Checklist ("Checklist") attached is hereby incorporated by reference. Renter acknowledges that Renter has examined the Scooter and that it is in good condition except as otherwise specified in the Checklist.

OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Return of Scooter. Renter shall return Scooter on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Scooter to the agreed return location. If Scooter is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Scooter, including, but not limited to, pursuing criminal charges pursuant to UTAH Code 76-6-410.5. and pursuing recovery via civil action. Further, if Scooter is not returned due to theft by Renter, Driver, or an unknown party, Renter's credit card will immediately be charged the full amount of Renter's personal insurance comprehensive deductible.

11. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

12. Waiver of Liability. To the fullest extent permitted by law, Renter, on behalf of him/her self, and on behalf of his/her executors, administrators, heirs, next of kin, representatives, successors and assigns hereby waives, releases, and discharges Owner (together with Owner's members, managers, employees, and any other representatives) from any and all liability for death, disability, personal injury, property damage, property theft or actions of any kind which may occur in connection with use of Scooter, and Renter covenants not to sue Owner for any such claims. In no event shall Owner be responsible for any indirect, special or consequential loss or damages arising from Renter's use of Scooter, including but not limited to loss profits, loss revenue, time or wages even if informed of such damages. The provisions of this Section shall survive the termination of this Agreement.

13. Indemnification. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss of liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Scooter.

14. Ownership. Owner shall at all times retain ownership and title to the Scooter. Renter shall immediately notify Owner in the event Scooter is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action.

15. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

16. Governing Law: Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws. By executing this Agreement, all parties hereto agree to submit to the exclusive jurisdiction and venue of the courts of the State of Utah, whether state courts or federal courts located in the State of Utah. The Parties hereto agree not to bring any action in any court of law located outside the State of Utah. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be in force to the fullest extent permitted by applicable law. The successful Party to any action arising in connection with the enforcement or interpretation of this Agreement shall be awarded its costs and reasonable attorneys' fees.

17. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

18. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. Renter agrees that Renter has not relied on any representations or information not included herein. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

19. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

20. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

21. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.



Renter(s) acknowledges receipt of a copy of this Agreement and acknowledges having read and understood this contract.

Responsible Renter:

The Scooter Lounge Rentals, LLC:

Additional Renters:

Phone Number:

Don't forget to capture those grins!!!

Post your photos on social media and tag us!



On Instagram and Facebook @thescooterlounge

We may even feature you on our page. Make sure to follow us!

Rental Checklist

Renter _____ Scooter() _____

Date _____

Time Out _____ Time In _____

REP _____	Check Out	Check In
Tires, Pressure	Front ____/Rear ____	Front ____/Rear ____
Front/Rear Brake Pads		
Front/Rear Brake Rotors		
Brake Levers		
Headlight		
Taillight		
Turn Signals		
Mirrors		
Center Stand		
Side Stand		
Oil levels		
Battery		
Gasoline		
Visible Damage		

Customer has been instructed on general operation of the scooter:

- | | |
|--------------------------|------------------|
| ___ open seat | ___ brakes |
| ___ gas tank | ___ headlight |
| ___ lock steering column | ___ mirrors |
| ___ start the scooter | ___ throttle |
| ___ blinkers | ___ side stand |
| ___ horn | ___ center stand |
| ___ kill switch | ___ helmet |

***Nice and easy on the throttle. Let go of the throttle when you are braking.

Renter
Signature _____