

# Mobility Equipment Rental Agreement Terms & Conditions

Marine Corps Community Services (MCCS) rents to the person signing this agreement (hereafter referred to as "Renter") for specific mobility equipment identified on the Renter's proof of purchase, subject to all terms and conditions set forth in this Rental Agreement.

The Renter agrees:

- (1) The mobility equipment is the property of ScooterBug, Inc., pursuant to agreements with MCCS.
- (2) The mobility equipment is in good condition at time of acceptance by the Renter.
- (3) Renter will return the mobility equipment in the same condition as when received, and will submit the mobility equipment for inspection by an MCCS representative at the end of the rental period.
- (4) MCCS may take repossession of the mobility equipment without demand at any time if the equipment is being used in a manner violating the terms of this agreement.
- (5) The Renter may cancel this order at any time, prior to acceptance of the rental mobility equipment. Renter will be charged a cancellation fee of fifty (50) percent (%) of the rental fee per individual equipment rented, if not cancelled forty-eight (48) hours prior to delivery date.
- (6) MCCS and ScooterBug, Inc., shall not be liable or responsible for the loss 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 equipment, either before or after the return thereof. Renter assumes all risk of such loss or damage, and waives all claims against MCCS and ScooterBug, Inc., by reason thereof of Renter, agrees to hold MCCS and ScooterBug, Inc., harmless from, and to defend and indemnify, MCCS and ScooterBug, Inc., against all claims based upon or arising out of such loss or damage.
- (7) 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.

(Continued)

- (8) Renter is responsible for the mobility equipment during their rental period, until such time as rental equipment is returned to MCCS, and will reimburse MCCS 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 MCCS will obtain any repair costs or the replacements costs of the mobility equipment.
- (9) Renter shall not remove mobility equipment from Marine Corps Recruit Depot (MCRD), San Diego. Rental period allows only for the use, operation, and driving of mobility equipment aboard MCRD San Diego. Removal of mobility equipment from Marine Corps Recruit Depot will be treated as a violation of the terms of this agreement, and MCCS will pursue all remedies available.

The Renter agrees that the following restrictions are cumulative, and shall apply to every use, operation, or driving of the mobility equipment:

- (1) Under no circumstances shall the mobility equipment be used, operated, or driven by any person:
  - A. Under the age of eighteen (18)
  - B. While under the influence of intoxicants or narcotics
  - C. In an unsafe manner
- (2) Renter shall defend, indemnify, and hold harmless MCCS and ScooterBug, Inc., 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, damage, or injury was not caused by the fault or gross negligence and willful misconduct of MCCS, ScooterBug, Inc., or their employees.
- (3) 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.
- (4) MCCS and ScooterBug, Inc., assume no liability or responsibility for any acts or omissions of Renter or of Renters agents, servants, or employees.
- (5) Renter shall require operators to operate the mobility equipment with reasonable care and diligence, and comply with the terms of this agreement.
- (6) Renter shall notify MCCS immediately of any and all accidents and damage resulting from the use, operation, or driving of the mobility equipment.
- (7) Renter agrees to pay all costs, expenses, and attorney's fees incurred by MCCS in collecting sums due, or in regaining possession of mobility equipment, or in enforcing or recovering any damage, losses, or claims against Renter.
- (8) Renter or the operator of the mobility equipment shall in no event be deemed the agent or employee of MCCS or ScooterBug, Inc., in any manner or for any purpose whatsoever.

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

## Rental Equipment: (all rentals are *per day*)

Single Stroller            \$12.00  
Qty. \_\_\_\_\_

Asset #: \_\_\_\_\_

Double Stroller            \$16.00  
Qty. \_\_\_\_\_

Asset #: \_\_\_\_\_

Wheelchair                \$20.00  
Qty. \_\_\_\_\_

Asset #: \_\_\_\_\_

Electric Scooter            \$45.00  
Qty. \_\_\_\_\_

Asset #: \_\_\_\_\_

By signing on the below, Renter agrees to all the terms & conditions presented in this agreement, and accepts the current condition of the rental equipment:

Initials & Date of Associate Checking Out:

Initials & Date of Associate Checking In:

3800 Chosin Avenue, Bldg. 16  
San Diego, CA 92140