

## AmeriGlide Raleigh Rental Agreement

1. **AmeriGlide of Raleigh** 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 **AmeriGlide of Raleigh** 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 **AmeriGlide of Raleigh**. **AmeriGlide of Raleigh** 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.
2. Renter may cancel this order at anytime; Renter will be charged a cancellation fee of 25 % of the rental fee per mobility scooter / electric wheelchair equipment if not canceled 48 hours prior to pick up date.
3. **AmeriGlide of Raleigh** 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.
4. **The** renter assumes all risk of such loss or damage and waives all claims against. **AmeriGlide of Raleigh** by reason thereof and Renter agrees to hold **AmeriGlide of Raleigh** harmless from and to defend and indemnify **AmeriGlide of Raleigh** 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.
5. Renter is responsible for the mobility scooter / electric wheelchair equipment and will reimburse **AmeriGlide of Raleigh** for the full retail value as determined by the published MSRP of the manufacturer upon demand for any damage, loss, theft, or destruction of the mobility scooter/electric wheelchair equipment. The Renter understands and authorizes that **AmeriGlide of Raleigh** will obtain any repair costs or the replacement costs of the mobility scooter/electric wheelchair equipment.
6. 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 **AmeriGlide of Raleigh**, 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, even if such loss or damage was caused by the fault or gross negligence and willful misconduct of **AmeriGlide of Raleigh** or its employees.
7. 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. **AmeriGlide of Raleigh** assumes no liability or responsibility for any acts or omissions of Renter or of Renters agents, servants, or employees.
8. Renter shall operate the mobility scooter/electric wheelchair equipment with reasonable care and diligence and comply with the terms of this agreement. Renter shall notify **AmeriGlide of Raleigh** immediately of any and all accidents and damage resulting from the use, operation or driving of the mobility scooter/electric wheelchair equipment.

9. Renter agrees to pay all costs, expenses, and attorneys fees incurred by **AmeriGlide of Raleigh** 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 **AmeriGlide of Raleigh** 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**

**AmeriGlide of Raleigh** 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.

## **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 pickup. 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. If you need to extend your rental, you shall call us prior to expiration.

## **Out of Battery**

The mobility scooter/electric wheelchair equipment is fully charged at the time of pickup, 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 within a 30 mile radius of the renting office, at a fee of \$135 between the hours of 9 a.m. EST and 5 p.m. EST, Monday through Friday. Saturday and Sunday, 9 a.m. to 5 p.m. shall be \$250.

## **Waiver of Liability and Hold Harmless Agreement**

I the renter hereby release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of AmeriGlide, Inc. DBA AmeriGlide of Lexington for any physical injury resulting or property damage from the use of the rental equipment provided by Accessibility Solutions, Inc. DBA AmeriGlide of Raleigh. I agree to be the sole person driving the rental scooter and I am fully responsible for any persons who, with or without my consent, sit on, stand, or ride the mobility scooter and I hereby indemnify AmeriGlide, Inc. DBA AmeriGlide of Lexington for any legal prosecution from physical injury resulting to myself or someone else or property damage from the rental equipment provided by AmeriGlide, Inc. DBA AmeriGlide of Raleigh.

It is my express intent that this Release and Hold Harmless Agreement shall bind my family if I am alive and my heirs, assigns and personal representative if I am deceased. It shall be deemed as a release, waiver, discharge, and covenant not to sue AmeriGlide, Inc. DBA AmeriGlide of Raleigh, its independent contractors, officers, agents, employees, and affiliates.

Signature of Renter:\_\_\_\_\_

Name of Renter:\_\_\_\_\_

Address:\_\_\_\_\_

Drives License # and State:\_\_\_\_\_

Social Security Number:\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Scooter = \$50/Day or \$135 per week

Power Wheelchair = \$65/Day or \$200 per week

Days Requested Total Amount: \$ \_\_\_\_\_ \*2-day minimum required

Visa/MasterCard/Discover #: \_\_\_\_\_

Cardholders Name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date:\_\_\_\_\_