

+1 (876) 829 82 66

+1 (876) 887 76 30

sungazersscooters@gmail.com

www.jamaicamobilityscooterrental.com



Rental Agreement Terms & Conditions

We are honest with our customers and provide the following information up front prior to your rental, rather than having it appear as a shock later should such an event occur.

Sungazers Mobility Scooter Ltd. (hereinafter referred to as Sungazers MS Ltd.) rents to the person signing this agreement (further known herein as "*Renter*") for a mobility scooter bike and any included accessories (further known herein as "*Equipment*") and is subject to all the terms and conditions set forth in this Rental Agreement. The **Renter** agrees: **Equipment** is the sole property of Sungazers MS Ltd. and is in good working condition when received. The **Renter** will return the **Equipment** in the same condition as when received at the end of the rental period for inspection and battery recharge (if necessary), or sooner, upon demand by Sungazers MS Ltd.

Personal Property

Sungazers Mobility Scooter Rental Ltd. 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 using the **Equipment**, either before or after the return thereof. **Renter** assumes all risk of such loss or damage and waives all claims against Sungazers MS Ltd. by reason thereof. **Renter** agrees to hold Sungazers MS Ltd. harmless from and to defend and indemnify Sungazers MS Ltd. 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 of the **Equipment**.

Equipment Condition

Renter affirms that Sungazers Mobility Scooter Rental Ltd. provides the **Equipment** in good operating condition and that the **Equipment** is clean and free of damage. **Renter** is responsible for the **Equipment** and any included accessories and will reimburse Sungazers Mobility Scooter Rental Ltd. for the full cost of replacement upon demand for any damage, loss, theft, or destruction of the **Equipment** and any included accessories. **Renter** understands and authorizes that Sungazers Mobility Scooter Ltd. will document any repair or replacement costs of the **Equipment** and any included accessories. Sungazers MS Ltd. will arrange for the repair or replacement.

Operation of Equipment

Renter shall require driver to operate the **Equipment** with reasonable care and diligence and comply with any road traffic regulations and ordinances in the locations where it is used along with the terms of this agreement. The following restrictions are cumulative, and each shall apply to every use, operation or driving of the **Equipment**; under no circumstances shall the **Equipment** be used or operated by any other person under 18 years of age. No phone calls or texting while in operation.

Renter shall defend, indemnify and hold harmless Sungazers MS Ltd. 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 **Equipment**, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of Sungazers MS Ltd. or its employees.

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 **Equipment**. Sungazers MS Ltd. assumes no liability or responsibility for any acts or omissions of **Renter** or of Renter's agents, servants, or employees.

Damage, Loss, Theft and Reporting

Renter shall notify Sungazers MS Ltd. within two hours of any and all accidents and damage resulting from the use, operation or driving of the **Equipment**. **Renter** agrees to pay all costs, expenses, and attorney's fees incurred by Sungazers MS Ltd. in collecting sums due or in regaining possession of **Equipment** or in enforcing or recovering any damage, losses or claims against **Renter**. The **Renter** agrees to inform Sungazers MR Ltd. immediately of any defect or malfunction while in use. Once notified, Sungazers MS Ltd. will make every effort to remedy the issue in a timely manner. **Renter** is responsible for the loss, theft, damage or destruction of the **Equipment** and agrees to pay the full replacement value for the rental item (s). The **Renter** also agrees to authorize the replacement cost of the rental item (s) to the Renter's credit card given at time of rental or delivery. The **Renter** agrees to return the rental item (s) and all accessories in the same condition as it was delivered, and to report any loss, theft, damage or destruction to the rental item(s) immediately to Sungazers MS Ltd.

Representation

Renter or driver of the **Equipment** shall in no event be deemed the agent or employee of Sungazers MS Ltd. 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.

Payment Policies

Sungazers MS Ltd. accepts major credit cards (MasterCard, Visa, and Discover Card) for credit payment at the time of rental. Sungazers MS Ltd. upon delivery may require identification like a valid Passport, valid Driver's License or a Government issued Identification Card with picture to verify who we are delivering the item to. Debit Cards can be used only as a form of payment of rental charges. **Note:** Prepaid Debit/Gift cards are not acceptable methods of credit or identification. Checks/Money Orders are not accepted.

There will be a **deposit fee of \$35 US**. Sungazers MS Ltd. may use your deposit to pay any amounts owed to us under this Agreement. You understand that you will remain liable for charges that exceed your deposit.

Cancellation

Renter may cancel a booking at any time prior scheduled delivery with full refund. Any cancellation after the delivery of the Equipment will attract a **cancellation fee of 50%** of the remaining days of the agreement. The 50% refund will be refunded via the original payment method, or a credit for a future reservation. All refunds will be refunded only to the EXACT credit card the original charge was processed on. In the case of a closed account or canceled debit, credit card, or gift card a future rental credit voucher will be issued.

Rental Extensions and Equipment Return

Equipment and any included accessories are due back at the date/time specified on the rental agreement so the Equipment can be picked up. If you **need to extend** your rental, you must call prior to expiration date and time to determine if the rental can be extended. Sungazers MS Ltd. may, at its own discretion, allow or deny any extension. Sungazers MS Ltd. reserves the right to charge the Renter's card and **Renter agrees** to allow the charge of **\$35 US for each additional day** or fraction of a day the **Equipment** is kept by the **Renter** beyond the prearranged return date and time on the rental contract. A **\$35 US fee** will be applied for return trips to pick up rental items if not returned at the agreed upon time as listed in the rental reservation or prior agreed upon written arrangement for return. Renter may request a change of product for reasons of size or transportation issues; the approval of the request is at the sole discretion of Sungazers MS Ltd. and will be based on the availability of equipment and delivery personnel.

Dead Battery, Key Loss or Re-Delivery

The **Equipment** is **fully charged at time of delivery**; **Renter** is responsible to charge the battery as needed. We recommend keeping the **Equipment** plugged in overnight whether the power meter shows a discharge or not. The unit is designed to charge automatically, however **do not keep the Equipment charger plugged in more than twenty four (24) hours**, as damage to the battery can occur. If you forget to charge the battery and become stranded, you may call us and request a delivery of a fully charged battery, at a **fee of \$38 US** during business hours (9am – 5pm, Monday - Friday) and **\$50 US** all other times. If **Renter loses the key** during rental a **\$10 fee for key replacement fee** is charged.

By signing this agreement, I certify that I have read this agreement and fully understand it and that I am not relying on any statements or representations made by Sungazers Mobility Scooter Ltd.

Renter

Print Name _____

Hotel _____ Room # _____

Address _____

City/State/Zip _____

Telephone Numbers _____

Email _____

Date _____

_____ ID # _____ PP DL NID
Signature

Rental Reservation

Scooter ID#: _____ Scooter color: _____

Rental Start Date: _____ Rental End Date: _____

Rental Return Time: _____ Total Due at Delivery: \$ _____

Cash

Card

Full Name _____ Signature _____

Date _____