



The Accessibility Experts!

105 Brookside Drive
Wilmington, DE 19804
1-844-MODIFY NOW

Mobility Scooter/ Power Chair Rental Agreement

Rental Agreement Terms & Conditions

1ST STATE ACCESSIBILITY, LLC. 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 1ST STATE ACCESSIBILITY, LLC. 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 1ST STATE ACCESSIBILITY, LLC. 1ST STATE ACCESSIBILITY, LLC. 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. Renter may cancel this order at any time; 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 delivery date. 1ST STATE ACCESSIBILITY, LLC. 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. 1ST STATE ACCESSIBILITY, LLC. renter assumes all risk of such loss or damage and waives all claims against. 1ST STATE ACCESSIBILITY, LLC. by reason thereof and Renter agrees to hold 1ST STATE ACCESSIBILITY, LLC. harmless from and to defend and indemnify 1ST STATE ACCESSIBILITY, LLC. 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. Renter is responsible for the mobility scooter / electric wheelchair equipment and will reimburse 1ST STATE ACCESSIBILITY, LLC. or the full cost of replacement upon demand for any damage, loss, theft, or destruction of the mobility scooter/electric wheelchair equipment. The Renter understands and authorizes that 1ST STATE ACCESSIBILITY, LLC. will obtain any repair costs or the replacement costs of the mobility scooter/electric wheelchair equipment. 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 1ST STATE ACCESSIBILITY, LLC., 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, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of 1ST STATE ACCESSIBILITY, LLC. 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 mobility scooter/electric wheelchair equipment. 1ST STATE ACCESSIBILITY, LLC. assumes no liability or responsibility for any acts or omissions of Renter or of Renters agents, servants, or employees. Renter shall require drivers to operate

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the mobility scooter/electric wheelchair equipment with reasonable care and diligence and comply with the terms of this agreement. Renter shall notify 1ST STATE ACCESSIBILITY, LLC. immediately of any and all accidents and damage resulting from the use, operation or driving of the mobility scooter/electric wheelchair equipment. Renter agrees to pay all costs, expenses, and attorney's fees incurred by 1ST STATE ACCESSIBILITY, LLC. 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 1ST STATE ACCESSIBILITY, LLC. 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

1ST STATE ACCESSIBILITY, LLC. 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.

Returned Checks

A returned check fee of \$35.00 will be charged for any check returned for Non-Sufficient Funds. For every month not paid a charge of \$15.00 per month will be added. Any court costs and any additional fees accrued will be the obligation of the customer.

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 delivery. 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 must call us prior to expiration.

Out of Battery

The mobility scooter/electric wheelchair equipment is fully charged at the time of delivery, 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, at a fee of \$35 during business hour and \$55 all other times.

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Renter Information

Name _____

Company _____

Address _____

Phone _____

Email _____

License _____

Credit Card # _____

Expiration# _____

CVC# _____

Credit Card Address _____

Rental time starts at time of pick up. Any rental being returned after the 24-hour rental period will be charged for (1) more additional day.

I authorize a deposit equal to \$75 USD per scooter to be charged to my credit card and the final amount due 24 hours before equipment rental begins.

I affirm I have provided accurate height and weight information to assure proper use and performance of the scooter/s I am renting. I affirm I will adhere to the stroller or scooter height, weight and safety warnings as provided by the manufacturer.

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Rental Agreement

Page 4

Mobility Scooters/Power Chairs

Pricing: Daily: \$75.00 Delivery: \$ 50.00 in state
 Weekly: \$300.00

I may cancel my rental and receive a full refund up to 48 hours prior to my rental delivery time. If I choose to cancel during my rental, I understand I will be entitled to a refund of any days exceeding 48 hours from time of cancellation. Cancellations must be called into 1st State Accessibility, LLC. during reservation hours of 6 am to 11 pm at 1-302-559-5652.

Date & Time Picked Up _____

Date & Time Expected to Return _____

I _____ agree to the terms and conditions of this Rental Agreement.

Signed _____

Date: _____

Sales Person _____

Equipment Rented _____

Serial Number _____

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