

Moped/Scooter Rental Agreement Terms and Conditions

- 1. Definitions.** “Agreement” means all terms and conditions found in this form. “You” or “your” means the person identified as the “RENTER” any person signing this Agreement, any Authorized Driver, and any person or organization to whom charges are billed by us at its or the Renter's direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our” or “us” means PORT CITY MOPEDS, LLC. “Authorized Driver” means the renter and any additional driver listed by us on this agreement, provided that each such person has valid driver's license and, is at least 25 years of age unless the age restriction is changed elsewhere in this agreement. “Vehicle” means the moped and/or scooter identified in this agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys, and vehicle documents. “Loss of use” means the loss of our ability to use the vehicle for any reason due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, Renter agrees that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired, times 80% of the daily rental rate, which Renter further acknowledges and agrees represents a reasonable estimate of the actual damages and not a penalty. “Diminished Value” means the actual cash value of the vehicle just prior to damage or loss less the value of the vehicle after repair or replacement.
- 2. Rental, Indemnity, and Warranties.** This is a contract for the rental of the Vehicle. Port City Mopeds, LLC, may repossess the vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of law or this agreement. Renter expressly covenants and agrees to indemnify, defend and hold Port City Mopeds, LLC, its agents, servants and employees, harmless from any and all claims, liability, costs and attorney fees Renter may incur resulting from, or arising out of, Renter’s use of the vehicle. **Port City Mopeds, LLC, make no warranties, express, implied, or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose. Additionally, Renter expressly covenants and agrees to indemnify, defend and hold Ports City Mopeds, LLC, its agents, servants and employees, harmless from any and all claims for personal injury and/or property damage Renter may sustain individually and/or cause to any third persons, through Renter’s use of Port City Mopeds, LLC’s vehicle(s) pursuant to this Rental Agreement, weather negligent, reckless or simply during the ordinary operational use of a vehicle or vehicles owned by Port City Mopeds, LLC.**
- 3. Condition and Return of Vehicle.** Renter must return the vehicle to Port City Mopeds, LLC’s rental office or other location Port City Mopeds, LLC may specify, on the date and time specified in this agreement, and in the same condition that Renter received it, except for ordinary wear. If the vehicle is returned after closing hours, Renter shall remain responsible for the loss of, and any damage to, the vehicle until Port City Mopeds, LLC, has had the opportunity to inspect it upon Port City Mopeds, LLC’s next opening for business. Service to the vehicle or replacement of parts or accessories during the rental must have Port City Mopeds, LLC’s prior approval. Renter must check and maintain all fluid levels and return the vehicle with as much fuel as when rented.
- 4. Responsibility for Vehicle Damage or Loss; Reporting to Police.** Renter shall be responsible for all damage to or loss of the vehicle, including the cost of repair, or the actual cash retail value of the vehicle on the date of the loss if the vehicle is not repairable or if Port City Mopeds, LLC, elects not to repair it, whether or not Renter is at fault. Renter shall be responsible for theft of the vehicle, loss of use, diminished value and a reasonable charge to cover Port City Mopeds, LLC’s administrative expenses connected with any damage claim. Renter must report accidents or incidents of theft and vandalism to Port City Mopeds, LLC, and the police, as soon as you discover them and/or as soon as the accident or loss occurs.
- 5. Prohibited Uses.** The following uses of the vehicle are prohibited and constitute breaches of this agreement. The vehicle shall not be used by anyone other than Renter. Renter shall not operate the vehicle: (a) while under the influence of any drug or alcohol; (b) if Renter obtained the vehicle by giving Port City Mopeds, LLC, false, fraudulent or misleading information; (c) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (d) to carry a person other than Renter; (e) in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal material; (g) outside the United States, Canada or the geographic area indicated elsewhere in this agreement; (h) on unpaved surfaces; (I) when the vehicles fluid levels are low, or it is otherwise reasonable to expect Renter to know that further operation would damage the vehicle; or, (j) after an accident with the Vehicle unless and until Renter summon the police to the accident scene.
- 6. Insurance.** As stated in Paragraph 2 hereinabove, Renter shall be solely responsible for all personal injury or property damage Renter causes to others. Renter agrees to provide liability, collision and comprehensive insurance covering Renter, Port City Mopeds, LLC, and the vehicle. Renter’s insurance is primary to any insurance that Port City Mopeds, LLC, may provide. If Port City Mopeds, LLC, is required by law to provide liability insurance, Port

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City Mopeds, LLC, will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance-whether primary, excess or contingent, and only after Renter's collectible insurance remedy has been exhausted. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required the law of the state whose laws apply to the loss. Both Renter and Port City Mopeds, LLC, reject PIP (as applicable in the Commonwealth of Massachusetts), medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

7. Charges. Renter shall pay Port City Mopeds, LLC, on demand all charges due Port City Mopeds, LLC, under this agreement, including: (a) time and mileage for the period during that Renter keeps the vehicle, or a mileage charged based on Port City Mopeds, LLC's experience if the odometer is tampered with or disconnected; (b) optional products and services Renter purchased; (c) fuel, if Renter returns the vehicle with less fuel than when rented; (d) applicable taxes; (e) all parking, traffic, and toll fines, penalties, forfeitures, court costs, attorney's fees, towing, storage, and impound charges and other expenses involving the vehicle assessed against Port City Mopeds, LLC, or the vehicle; if Renter fails to pay a traffic or toll charge to the charging authority, Renter will pay Port City Mopeds, LLC, all fees owed to the charging authority plus or administrative fee of \$50 for each such charge; (f) all expenses Port City Mopeds, LLC, incurs in locating and recovering the vehicle if Renter fails to return it or if Port City Mopeds, LLC, elects to repossess the vehicle under the terms of this agreement; (g) all costs, including pre- and post-judgment attorney fees, Port City Mopeds, LLC, incurs collecting payment from Renter or otherwise enforcing Port City Mopeds, LLC's rights under this agreement; (h) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (i) \$50 or the maximum amount permitted by law, whichever is greater, if Renter pay us with a check returned unpaid for any reason; and (j) a reasonable fee not to exceed \$150 to clean the vehicle if returned substantially less clean than when rented.
8. Deposit. It is acknowledged and agreed by the parties that Port City Mopeds, LLC, may use Renter's deposit to pay any amounts owed to Port City Mopeds, LLC, under this agreement, including Port City Mopeds, LLC, simply deducting said amount(s) directly from any and all cash payment(s), check payment(s), debit card(s) and/or credit card(s) Renter shall place on file with Port City Mopeds, LLC, at the time of execution of this Agreement.
9. Your Property. Renter expressly releases, indemnifies and holds Port City Mopeds, LLC, its agents, servants, agents and employees, harmless, from any and all claims for loss of, or damage to, Renter's person and/or property and/or the person or property of another, that was caused and/or received, handled or stored by Port City Mopeds, LLC, or that was left or carried in or on the vehicle or in Port City Mopeds, LLC's offices, whether or not the loss or damage was caused by Port City Mopeds, LLC's negligence, recklessness or was otherwise Port City Mopeds, LLC's responsibility.
10. Breach of Agreement. The acts listed in paragraph 5, above, are breaches of this agreement. Renter expressly waives any and all recourse against Port City Mopeds, LLC, for any criminal reports or prosecutions that Port City Mopeds, LLC, may take against Renter that may arise out of Renter's breach of this agreement.
11. Modifications. No term of this agreement can be waived or modified except by a writing that is signed by a Member of the Port City Mopeds, Limited Liability Company. If Renter wishes to extend the rental period, Renter must return the vehicle to Port City Mopeds, LLC's rental office for inspect and written amendment by Port City Mopeds, LLC, before the due-in date. This agreement constitutes the entire agreement between Renter and Port City Mopeds, LLC. All prior representations and agreements between the parties regarding this rental are void.
12. Miscellaneous. A waiver by Port City Mopeds, LLC of any breach of this agreement is not a waiver of any additional breach or waiver of the performance of Renter's obligations under this agreement. Port City Mopeds, LLC's, acceptance of payment from Renter or our failure, refusal or neglect to exercise any rights Port City Mopeds, LLC, may be entitled under this agreement does not constitute a waiver of any other provision of this agreement. Unless prohibited by law, Renter expressly releases Port City Mopeds, LLC, its agents, servants and employees from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Read and Agreed _____(renter)

Date_____