

## Rental Agreement

This Rental Agreement (this "**Agreement**"), made as of this \_\_\_ day of \_\_\_\_\_ 20\_\_ (“**Effective Date**”), by and between BEACH-IT MOBILITY, INC., located at (“**Lessor**”),

and

\_\_\_\_\_ (“**Lessee**”),  
for use of a powered wheelchair(s).

1. **Payment.** I authorize a deposit \$75 USD plus local sales tax per powered wheelchairs to be charged to my credit card and the final amount due 24-48 business banking hours before equipment rental begins. 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 Beach-it Mobility Inc. during reservation hours of 8 am to 7 pm at 727-743-1544. There is a 12% cancellation fee on all rentals.

I understand that if I change locations prior to or during my rental that I may be charged an additional delivery and/or return fee based upon my new location. Further, I understand if my requested delivery and/or pick-up location is outside of Beach-it Mobility Inc. normal delivery area, I may be charged an additional delivery fee in advance. I understand if I choose to use the powered wheelchairs outside the normal delivery area, Beach-it Mobility Inc. cannot provide repair or replacement assistance and I am not entitled to a refund in such cases.

If I do not return my powered wheelchair(s) and/or meet the driver at the confirmed pick-up time and location, I agree that I will be charged for the extra rental day(s), with the first penalty day beginning at the time of the originally negotiated pick-up time, and that I will further incur a supplemental pick-up fee of \$25. If the location is a hotel/resort that charges Beach-it Mobility Inc. for leaving my powered wheelchairs with them and I do so instead of meeting the Beach-it Mobility Inc. representative for pick up, I agree that I will be responsible for any fees incurred by Beach-It Mobility, Inc. I agree that this policy also applies in the event that neither I nor my representative are in attendance at the scheduled delivery or pick-up time for other locations such as private homes/timeshares, a gated community or an arranged meet and greet that requires my presence for delivery or pick up. In addition, I understand that there is up to a 60 minute window for any given delivery time requested and up to a four hour service replacement time should my rental equipment need replacement for equipment that no longer operates between 8 am and 7 pm. Replacement for minor issues that does not affect the operation of the equipment or due to my own negligence will be done at Beach-it Mobility Inc. soonest possible convenience. I understand that in rare instances my equipment selection may become unavailable due to unforeseen circumstances, Beach-it Mobility Inc. may substitute my ordered equipment with another powered wheelchairs model that meets my weight requirement.

I authorize Beach-it Mobility Inc. to charge my credit card a lost or damaged battery charger fee of \$100. In the case that I request Beach-it Mobility Inc., due to loss or damage caused during my rental to deliver to me a replacement battery charger, I will be assessed an additional delivery fee equal to the original delivery fee. If your location is outside our normal delivery area, delivery for replacement may not be available. I authorize Beach-it Mobility Inc. to charge any damages, loss or fees to my credit card provided for the rental. I understand that if I choose to use the equipment outside of the original delivery area, no service or replacement will be available and that is a risk I take and no refund would be available.

2. I confirm I have provided accurate weight information to assure proper use and performance of the powered wheelchairs/s I am renting. I additionally confirm that I will adhere to the powered wheelchairs weight and safety warnings as provided by the manufacturer. The maximum weight capacity of the chair is 300 lbs.

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

**I understand I am fully responsible for the rental equipment and accessories during the rental period and any injuries to myself, others, damage or loss incurred while in my possession.**

**I hereby release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of Beach-it Mobility Inc. for any action related to the rental including but not limited to physical injury resulting or property damage from the use of the rental equipment provided by Beach-it Mobility Inc. I agree to be the sole person driving the rental powered wheelchairs and I am fully responsible for any person/s who, with or without my consent, sit on, stand, or ride the powered wheelchairs/s. I also affirm I will immediately discontinue use of any rental equipment or accessories if I suspect, detect or are otherwise notified that the equipment may be faulty and will immediately contact Beach-it Mobility Inc. I hereby indemnify Beach-it Mobility Inc. for any legal prosecution from physical injury resulting to myself or someone else or property damage from the rental equipment provided by Beach-it Mobility Inc.**

**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 Beach-it Mobility Inc., independent contractors, officers, agents, employees, and affiliates.**

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**Sign here**

### **4. Severability; Entire Agreement**

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties. This agreement shall constitute the entire agreement between Lessor and Lessee relating to the Materials and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of Lessor and Lessee.

5. If a dispute arises regarding any portion of my rental including but not limited to fees, cancellations, or refunds, I agree to a third party mediation company operating in Pinellas County Florida and appointed by the law office of Steven W. Moore, not associated with either myself or the law office of Steven W. Moore, to determine any refunds, cost of damages or replacement value if both parties cannot reach a mutual agreement. The renter shall pay any legal fees incurred by Beach-it Mobility Inc. to obtain monies owed by the renter.

THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THIS DATE AND YEAR FIRST HERE AND BEFORE WRITTEN.

BEACH-IT MOBILITY, INC.

(Lessor)

(Lessee)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_