

Name-

Date

Address-

Phone-

Lic#

EQUIPMENT RENTAL AGREEMENT

The rental terms and conditions set forth on this agreement shall constitute the full and complete contract between Easy Ride Rental and the undersigned, hereinafter called the Lessee, and no other terms or warranties expressed or implied, shall alter the strict meaning and understanding of this agreement. Should any condition herein be in violation of a statute, such violation shall not invalidate the entire contract but only the portion, which is in violation of the statute.

For the consideration set forth above, the lessor agrees to and does herewith provide for the sole and exclusive use of the lessee the above mentioned item referred to in the contract as the vehicle. Lessee agrees that he/she shall hold forever harmless the lessor, its agents, employees and officers from any and all claims arising out of the rental of this vehicle from any cause whatsoever.

IT IS EXPRESSLY UNDERSTOOD BY AND BETWEEN THE PARTIES TO THIS AGREEMENT THAT:

1. _____ The use of this vehicle is inherently dangerous and could result in severe personal injury and/or death. Therefore, the lessor is not responsible for any personal injury or death resulting from the use of any vehicle rented to the lessee. The lessee shall be solely responsible for any personal injury caused or sustained while using or in possession of the vehicle. The lessee shall waive any claims and have no recourse whatsoever to the lessor or any employee of lessor or any agent of the lessor for any money damages to the lessee or any other party; and
2. _____ The lessee agrees that the vehicle will not be used, loaned, entrusted to or operated by anyone: A) Who has obtained the vehicle using false or misleading information or B) Who is not capable of safely driving the vehicle due to alcohol, drugs, or otherwise or C) To transport people or property for compensation or D) In any race, training activity, contest or illegal purpose or E) To push or tow any vehicle or object or F) In any abusive or reckless manner or on other than regular roadways, NO BEACH RIDING, STAY ON ROADWAY AT ALL TIMES and G) other than the person renting the vehicle. Only the renter is considered an authorized user of this vehicle by its owner and the vehicle will be considered stolen if operated by, appropriated by, loaned/entrusted to or found in the possession of any other person in accordance with Florida Statute. Use of the vehicle by anyone other than the renter will result in immediate termination of the rental and security deposit forfeited. There will be no refunds made of unused time. NO passengers other than those on this agreement may be carried.
3. _____ The Lessee agrees that she/he is fully responsible for all loss if the vehicle is/are lost, stolen, destroyed. In the event of a loss, lessee will pay the full value of such lost or stolen vehicle, which the customer agrees will not exceed twelve thousand dollars (\$12,000)
4. _____ Lessee agrees to pay for any and all damaged or missing parts or components of rented unit with deposit. Scratched, bent, cracked, or in any way altered/damaged parts and/or components will be replaced with new. Charges will include costs of parts, labor and sales tax. Lessee assumes liability for and agrees to INFORM EASY RIDE RENTAL of any parking violations and pay them upon return of vehicle. A \$50 administration fee will be added to unpaid violations. Lessee agrees to pay extended rental fees of \$400/ day until such time as repairs are completed to any vehicle damaged while in the possession of the lessee, regardless of fault. Lessee agrees to pay for extended rental time with the deposit and authorizes EASY RIDE RENTAL to charge lessee's credit card and additional monies to cover extended rental time as calculated by lessor. Thirty days extended rental time will be applied to lost/stolen vehicles.

5. _____ The Lessee is aware that the rental of the vehicle INCLUDES NO INSURANCE OF ANY KIND and agrees to indemnify lessee for any loss to the lessee's person or property or to the person or property of any person with whom the lessee may have contact with during the term of this agreement. further, the lessee agrees to defend and hold harmless the lessor, its agents, employees and officers from any suits, claim or claims brought or asserted by: reason of lessee's use or operation of the vehicle; any person to who the vehicle is loaned, entrusted to, or stolen by; any third party; and to pay all costs, liens, penalties and attorney's fees resulting there from, that may be levied against the lessor arising out of the lessee's us of the vehicle or any person vehicle is loaned or entrusted to, stolen by, or any third party; including loss or damage due to theft, fire, accident or any other cause whatsoever.

6. _____ Lessee shall not allow more then 6 persons on/in the vehicle at any time. The lessee MUST NOT GO ON FREEWAYS, OR ANY ROADWAY WITH A POSTED SPEED LIMIT OF 45 MPH OR HIGHER AND ABIDE BY ALL ESTABLISHED TRAFFIC REGULATIONS. and

7. _____ Lessee hereby warrants that she/he is not pregnant and will not permit and pregnant person on/in the vehicle and;

8. _____ Any rider or passenger must wear the seatbelt provided at all times; and

9. _____ The lessee has ridden and inspected the vehicle proper to the execution of the rental agreement and by execution of the agreement agrees that he vehicle is in good mechanical condition and has no damage or defect whatsoever other than what is noted hereon; and

10. _____ Improper use of the vehicle, as determined solely by the lessor or any agent of the lessor, shall result in the immediate confiscation of the same. There shall be no refund or any monies paid in the event of such confiscation and deposit will be forfeited, furthermore there will be no refund given for any reason whatsoever (weather etc)

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a law suit against EASY RIDE RENTAL, lessor, on the basis of any claim from which I released them herein. I have had sufficient opportunity to read this entire document, first page and second page. I understood it and agree to be bound by it's terms.

Signature x _____ Print Name _____

Date _____