

Scooter Rental Agreement Terms and Conditions  
and Release of Liability

1. Definitions. "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter on the reverse, 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 Horst Services, Inc. d/b/a Country Road Cycles. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and, is at least 18 years of age unless the age restriction is changed elsewhere in this Agreement. "Vehicle" means the scooter identified in this Agreement and any scooter 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 purpose due to damage to it during this rental. Loss of use is calculated by multiplying the number of days from the date the Vehicle is damaged until it is repaired, times the daily rental rate.
  
2. Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicle. We 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. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. **We 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.**
  
3. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. The Vehicle remains our property and failure to return it on the agreed date may constitute larceny. If the Vehicle is returned after closing hours, you remain responsible for the custody of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.
  
4. Responsibility for Vehicle Damage or Loss; Reporting to Police. You are 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 we elect not to repair it, whether or not you are at fault. You are responsible for theft of the Vehicle, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
  
5. Further responsibilities. You are further responsible for all damage to or loss of the Vehicle which: **(a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Vehicle is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) occurs while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; (f) occurs while carrying dangerous or hazardous items or illegal material in or on the Vehicle; (g) occurs outside the geographic limitations indicated on the reverse; (h) occurs as a result of driving the Vehicle on unpaved roads; (i) occurs and the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) occurs as a result of your willful, wanton or reckless act; (l) occurs and you fail to summon the police to any Vehicle accident involving personal injury or property damage.**

6. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required by the law of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) charges for additional drivers; (b) optional products and services you purchased; (c) applicable sales, use and other taxes; (d) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge; (e) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (f) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (g) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (h) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (i) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean than when rented.

8. Deposit. We 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.

9. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. Prohibited Uses. The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and constitute a breach of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of any of the terms of this Agreement.

11. ASSUMPTION OF RISK. YOU UNDERSTAND THAT YOU ARE PARTICIPATING IN A SPORT WITH POSSIBLE RISKS TO YOURSELF AND OTHERS, INCLUDING THE RISKS OF DEATH, SERIOUS BODILY INJURY, AND PROPERTY DAMAGE. YOU ARE RESPONSIBLE FOR THE SAFETY OF YOURSELF AND ANY GUESTS YOU MAY HAVE ON THE VEHICLE. YOU HEREBY STATE, THAT TO THE BEST OF YOUR KNOWLEDGE, YOU ARE IN GOOD PHYSICAL AND MENTAL CONDITION, AND UNDERSTAND THE VEHICLE SAFETY PROCEDURES. YOU VOLUNTARILY ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO YOUR PERSON OR PROPERTY WHICH MAY BE INCURRED FROM OR BE CONNECTED IN ANY MANNER WITH YOUR USE, OPERATION OR RENTAL OF THE VEHICLE. \_\_\_\_ **INITIAL HERE**

12. RELEASE AND INDEMNIFICATION. YOU HEREBY RELEASE US, OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ALL CLAIMS, DEMANDS, ACTIONS AND FROM ALL LIABILITY FOR DAMAGE, LOSS OR INJURY (OF WHATEVER KIND, NATURE OR DESCRIPTION) THAT MAY ARISE OUT OF, OR YOU MAY SUSTAIN, IN CONNECTION WITH YOUR USE, OPERATION, OR RENTAL OF THE VEHICLE. YOU FURTHER AGREE TO INDEMNIFY AND HOLD US HARMLESS, AS WELL AS OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES, EXPENSES AND COSTS, OF YOURSELF OR OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION), WHICH MAY ARISE OUT OF, OR IN ANY MANNER CONNECTED WITH, OR CAUSED BY YOUR USE OR BY YOUR GUESTS OR AGENTS, OR OPERATION OR RENTAL OF THE VEHICLE. THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING UPON YOUR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS. \_\_\_\_ **INITIAL HERE**

13. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

14. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You agree that this Agreement and any dispute arising therefrom, as well as any dispute arising from your operation or use of the Vehicle, shall be determined by the courts of Lancaster County, Pennsylvania, and under the laws of the Commonwealth of Pennsylvania. Unless prohibited by law, you release us 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.

THIS RELEASE OF LIABILITY IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. Please read this document carefully before you sign it. If you do not understand any provision of this Agreement, you should not sign the document until you obtain clarification of the provision you do not understand. You are encouraged to have this document reviewed by your legal representative or by any other advisor you may have before you sign this agreement.

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties.

-RIDER-

-PASSENGER- \*

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/St/Zip \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/St/Zip \_\_\_\_\_  
Date \_\_\_\_\_

\*If the passenger is under the age of 18, the child's parent or legal guardian must read and sign the Minor Participation Addendum prior to the minor engaging in the activity.