

**This
Equipment Rental Agreement is**

Between

Sierra Mobility Scooters

Also known as:

www.scootanywhere.com

2285 Calabria Drive, Sparks, Nevada, 89434

775-250-4259

(the "Lessor")

Aka: PARTY OF THE FIRST PART

And the person creating the internet order form

aka: (the "Lessee")

PARTY OF THE SECOND PART

(The Lessor and Lessee are collectively the "Parties")

IN CONSIDERATION of the mutual covenants and promises in this Agreement, the sufficiency of which the Parties acknowledge, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
 - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
 - b. "Equipment" means electric mobility scooters.
 - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement. At the end of the Term or upon earlier termination of this Agreement, the Lessee will return the Equipment to the Lessor or his agent at the address shown above.

Term

3. The Lease commences on the date the equipment is delivered to the guest for the number of nights as ordered by the guest on the internet order form, (the "Term"). We do not charge rent while the equipment is in transit.

Rent and Deposit

4. The total rent for the Equipment will be as shown on the internet order form.
5. The Lessor agrees to waive any deposit.

Our refund, returns and cancellation policies:

If you wish to cancel your scooter, we require written notice. If we receive written notice 30 days or more in advance of the scheduled delivery date, you will receive a full refund, less a \$75 processing fee. If cancelled from 14-29 days in advance, you'll receive a full refund, less a \$100.00 fee. There is no refund if cancelled under 14 days.

Use of Equipment

6. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
7. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
8. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.
9. The Equipment is for the exclusive use of the Lessee who confirms that he/she is an adult. The Lessee agrees not to allow the Equipment to be used by anyone under the age of 25. The Equipment may be taken off the ship during port stops only if permitted by the ship's crew. Lessee agrees to take full responsibility for loss or any damage for any reasons and in that event, authorizes the Lessor to purchase a new replacement scooter of the same make and model. Such cost to be billed to the Lessee's credit card. The scooter not be used for any other purpose such as carrying more than one person, moving luggage, heavy parcels, etc.

Warranties

10. The Equipment will be in working order and good condition upon delivery. The Equipment is of merchantable quality and is fit only for the comfort and convenience of the Lessee that needs assistance walking. The Equipment is designed to carry only one person weighing up to 300 pounds, which is the specified amount for the provided Equipment. Using the Equipment beyond the specified weight limit may result in injury to the user and damage to the Equipment.

Loss and Damage

11. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage, including overweight operation, or destruction to the Equipment and the shipping case from any and every cause.

12. If a loss, theft, any damage or destruction occurs, Lessee agrees to allow Lessor to charge his/her credit card for the full cost of the repairs or the full cost of a replacement scooter of the same make and model. This amount not to exceed \$4000.

IN WITNESS WHEREOF , the Lessee has executed this Lease Agreement:

Name: _____

Address: _____

City, State, Zip: _____

Cell Telephone: _____

Home Telephone: _____

I understand and accept the Cancellation policy: (Initials) _____