



WheelCare Mobility, LLC

Mobility Equipment Rental Agreement



BETWEEN:

WheelCare Mobility, LLC (the "Lessor") & _____ (the "Lessee")
(the Lessor and Lessee are collectively the "Parties")

NOTICE TO THE LESSEE: This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Term

The Agreement commences on this _____ day of _____, _____ and will continue until the _____ day of _____, _____ (the "Term").

Rent and Deposit

1. The equipment rent, inclusive of sales tax, will be paid in full at the time of final settlement and/or the end of the rental term (the "Rent"). The rental fees will be calculated by the Lessor "daily" based on the agreed upon daily rental rate as set by the Lessor. The Lessor may grant applicable discounts for upfront rentals beyond a consecutive six day rental term of the initial and/or extended agreement as agreed by the Lessee and Lessor beyond the initial agreed term.
2. The Lessee will pay a \$_____.00 (the "Deposit") before taking possession of the Equipment. The Lessor will refund the Deposit to the Lessee at the end of the Term provided that the Lessee has performed all of the Lessee's obligations under this Agreement.

Lessee Holdover

If Lessee remains in possession of the equipment with the consent of Lessor after the natural expiration of this Agreement, a new agreement from day-to-day shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof

Equipment

The leased mobility equipment item(s) are the property of WheelCare Mobility, LLC and are in good fully functioning condition. Lessee will return the mobility equipment in the same condition as when received, at the end of the rental period for inspection (Lessee will be charged a fee of **\$5.00** for a less than fully charged battery(s)). WheelCare Mobility, LLC may repossess the mobility equipment without demand at any time if it is used in violation of the terms of this agreement. Lessee may cancel this order at any time; Lessee will be charged a **cancellation fee of 25%** (not to exceed **\$40.00**) of the rental fee per the reserved mobility equipment item(s) if not canceled 48 hours prior to delivery date. WheelCare Mobility, LLC shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Lessee, its agents, servants, or employees, or any other person on the mobility equipment, either before or after the return thereof. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose. 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.

Liability, Indemnity & Damages

Lessee assumes all risk of such loss or damage and waives all claims against WheelCare Mobility, LLC by any reason thereof and Lessee agrees to hold WheelCare Mobility, LLC harmless from and to defend and indemnify WheelCare Mobility, LLC against all claims based upon or arising out of such loss or damage. Lessee assumes all risk and liability for any loss, damage or injury, including death, to persons or property of Lessee or others arising out of the use, operation or driving of the mobility equipment. Lessee is responsible for the mobility equipment and will reimburse WheelCare Mobility, LLC the cost or repairs or the full cost of replacement upon demand for any damage, loss, theft, or destruction of the mobility equipment. The Lessee understands and authorizes that WheelCare Mobility, LLC will obtain any repair costs or the replacement costs of the mobility.

Lessee shall notify WheelCare Mobility, LLC immediately of any and all accidents and damage resulting from the use, operation or driving of manual or electric mobility equipment. Lessee agrees to pay all costs, expenses, and attorneys fees incurred by WheelCare Mobility, LLC in collecting sums due or in regaining possession of mobility equipment or in enforcing or recovering any damage, losses or claims against Lessee. The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees and costs arising out of or related to the Lessee’s use of the equipment.

Lessee or the operator of the mobility equipment shall in no event be deemed the agent or employee of WheelCare Mobility, LLC in any manner or for any purpose whatsoever. Any individual executing this Agreement as Lessee in a representative capacity shall be bound personally, jointly and severally, with such fiduciary, corporation or other entity as to all obligations, expressed or implied, arising hereunder. If any provisions hereof or the application of any provisions to any person or circumstance is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

Modification

The parties hereto agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Notice

Any notice required or permitted under this lessee or under state law shall be deemed sufficiently given or served if sent by cell phone text, email address, or United States (first class mail, certified mail, return receipt requested) address as following:

WheelCare Mobility, LLC
7024 Widgeon Drive, Midland, GA 31820.

By: WheelCare Mobility, LLC Associate _____

Rental Equipment Description: _____

Rental Equipment Serial Number (if applicable) _____

Lessee Address: _____

Lessee ID/Drivers License: _____

Lessee Printed Name _____

Lessee Signature _____

Signed this _____ **day of** _____ , _____