

Scoot PDX: RENTAL AGREEMENT

1. **DEFINITIONS.** (a) "Agreement" means all terms and conditions of this Rental Agreement, the Customer Information sheet, and any additional documents or materials that Scoot PDX provides during my rental. (b) "Begin Date" means the date and check-out time on the attached Customer Information sheet indicating when the rental begins and I take possession of the Rental Equipment. (c) "End Date" means the date and check-in time on the attached Customer Information sheet indicating when the rental ends and the Rental Equipment is returned or otherwise recovered. (d) "Rental Equipment" means the rental equipment specified on the Customer Information sheet. (e) "Scooter" means a moped as defined in ORS 801.345. (f) "Scoot PDX" means Scoot PDX LLC, an Oregon limited liability company. (g) "Scoot PDX's Location" means 2145 NE Martin Luther King Jr. Blvd., Suite D, Portland, OR 97212.

2. **PAYMENT.** (a) I authorize Scoot PDX to charge a refundable \$250.00 deposit per Scooter. Scoot PDX may use all or part of this deposit to pay any debts I owe Scoot PDX. (b) If I pay by credit or debit card, I authorize Scoot PDX to charge my credit or debit card for any remaining balance for damages to the Rental Equipment, whether or not the damages are my fault. If I never return the Rental Equipment, then I understand Scoot PDX will charge me for the replacement cost of the Rental Equipment. (c) Scoot PDX will return any balance of the deposit and my credit or debit card issuer's rules will apply in crediting me.

3. **BOUNDARY.** I shall not take the Scooter on any roads, streets, highways, freeways, or interstates where the posted speed limit is greater than forty-five miles per hour (45 mph) or where driving below thirty miles per hour (30 mph) is illegal or unsafe. See attachment Scoot PDX Boundary Restrictions

4. **RENTAL TERM.** The term of my rental starts on the Begin Date and ends on the End Date. Scoot PDX does not issue refunds on early returns. If I want to extend the term of my rental, then I must contact Scoot PDX not less than one and a half (1.5) hours before the End Date. The decision whether to extend the term of my rental is within Scoot PDX's sole discretion.

5. **RENTER RESPONSIBILITIES.** (a) I shall wear a helmet at all times when I am using a Scooter. I may independently decide to wear wrist, elbow, knee, or other pads or protective clothing but I must provide any such padding or clothing if I choose to wear them. I shall not wear open-toed shoes, including flip-flops and sandals, while using a Scooter. (b) I am responsible for the Rental Equipment during the Rental Term. I will be responsible for any damage or loss incurred during the Rental Term outside of normal wear and tear. I will be responsible for any such damage or loss, including costs of new equipment and labor, regardless of whether such damage or loss was my fault or the product of vandalism or theft. (c) I shall comply with the Oregon Vehicle Code, and pay special attention to ORS 801.345, 811.440, and 814.200-340. (d) I shall not leave Scoot PDX's premises before Scoot PDX explains how to use the Rental Equipment and I understand how to properly use the Rental Equipment. (e) I shall perform a basic safety inspection before each use of the Rental Equipment. This inspection includes checking the Scooter's tires, brakes, lights, signals, and the proper attachment of the seat. (f) I shall pay any necessary parking fees and, if I fail to do so and receive a parking ticket, then I will be responsible for notifying Scoot PDX upon my return of the Rental Equipment and for paying Scoot PDX for the value of the ticket. (g) I will pay for any traffic violations or towing charges I incur while using the Rental Equipment. (h) I shall return the Scooter with a full fuel tank. I shall refuel the Scooter with unleaded gas. If I do not return the Rental Equipment with a full fuel tank, then I understand Scoot PDX will charge me for refueling costs.

6. **LIMITATION'S ON RENTER'S USE.** (a) Under no circumstances will I use the Scooter if I have been drinking alcohol or using illegal substances or intoxicants, or if I am taking medication (prescription or non-prescription) that may impair the safe operation of the Scooter or the safety of others. If I am unsure of the possible side effects of any medication I am taking, then I shall speak to my doctor(s) or pharmacist before using the Scooter. (b) I will not allow anyone else to use the Rental Equipment. (c) I will not carry any passengers on the Scooter or tow any person, vehicle, or other object. (d) I will only use the Scooter on paved roads; I will not use the Scooter on gravel or sand roads. (e) I will not burn or smoke the tires of the Scooter. (f) I will not engage in any racing, speed contests, or other

reckless activity. (g) I will never get off of the Scooter while the Scooter is in motion. (h) I will not exceed thirty (30) miles per hour when using the Scooter. (i) I will not make any alterations to the Rental Equipment. (j) I will not use the Rental Equipment for any illegal purpose. (k) I will not use a mobile device while operating the Scooter.

7. **SCOOT PDX'S RIGHTS.** Scoot PDX retains the right to refuse to rent to me for any reason. Scoot PDX retains the right to repossess the Rental Equipment at any time if I do not comply with the terms and conditions of this Agreement or if I do not comply with the law.

8. **CANCELLATIONS.** I may cancel my rental and receive a full refund up to twenty-four (24) hours before the Begin Date. To cancel my reservation, I must call (503) 773-0188. If I cancel my rental less than twenty-four (24) hours before the Begin Date, then I will be subject to the full rental fee per Scooter. If I choose to end my rental early, I will not receive a refund from Scoot PDX.

9. **REPAIRS.** I understand the Rental Equipment is Scoot PDX's property. While I am in possession of the Rental Equipment, I will not service the Scooter myself or outsource any services. I understand that this is Scoot PDX's sole responsibility. I have no rights other than to use the Rental Equipment in accordance with this Agreement.

10. **INSURANCE.** I have adequate automobile, liability or other insurance to cover any bodily injury or property damage which I or a third party may incur from my use of the Scooter. I shall provide Scoot PDX with the name of my insurer before my rental begins. I acknowledge that I must pay for any costs of defense and liability of any such injury or damage. Any insurance that Scoot PDX carries is secondary to my own insurance.

11. **ROADSIDE ASSISTANCE.** I understand that Scoot PDX does not provide roadside assistance nor will Scoot PDX pick up the Rental Equipment under any circumstances. I will be responsible for paying for any repairs, replacement parts, and other costs associated with such roadside assistance or pickups.

12. **ACCIDENTS.** I must immediately report any damage to, loss, or theft of the Scooter in writing to Scoot PDX's Location no later than one (1) day after the accident. I must immediately deliver to Scoot PDX's Location every process, pleading, or paper relating to any claims, suits, or proceedings arising from such accident.

13. **RETURNS.** I shall return the Rental Equipment in the same condition as I received it, albeit normal wear and tear. I shall call Scoot PDX if I will not be returning the Rental Equipment on time. Any Rental Equipment returned more than fifteen (15) minutes after the End Date will incur a minimum rental charge of \$20 per hour. If I do not return the Rental Equipment by close of business on the End Date, then I will incur a fee of up to \$99 for that day and \$99 for each additional day that the Rental Equipment is not returned. If I have not returned the Rental Equipment forty-eight (48) hours after the End Date *and* I have not contacted Scoot PDX, then the Rental Equipment will be considered lost or stolen. I understand I will be responsible for paying Scoot PDX for any costs for replacement, repair, and labor.

14. **RETURN INSPECTION.** Scoot PDX will inspect the Rental Equipment when I return it. I understand and authorize Scoot PDX to charge additional fees if the condition of the Rental Equipment is worse than when I first received it. I acknowledge that it is within Scoot PDX's sole discretion if and how much to charge me.

15. **REPRESENTATIONS & WARRANTIES.** (a) I represent and warrant that: (i) I am 62 inches or taller and weigh less than 280 pounds, and I provided accurate height and weight information to Scoot PDX. (ii) I am physically, mentally, and legally able to rent from Scoot PDX and use the Rental Equipment. (iii) I am not taking any medication (prescription or non-prescription) that may interfere with my safe operation of the Rental Equipment. (iv) I am between the ages of twenty-one (21) and sixty-five (65), *unless* Scoot PDX otherwise provides its approval in writing. (v) I provided Scoot PDX with my currently valid driver's license. (vi) I watched Scoot PDX's safety video in its entirety. (vii) I fully inspected the Rental Equipment and I confirm that it is in good condition and repair. (b) Scoot PDX represents and warrants that the Rental Equipment is in good working order. Otherwise, **SCOOT PDX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; THE RENTAL EQUIPMENT IS PROVIDED "AS IS."**

16. **LIABILITY RELEASE.** There are risks, both known and unknown, of using the Scooter that may cause harm to myself or others, including death. **I UNDERSTAND I AM LIABLE FOR ANY INJURY, DEATH, OR DAMAGE ARISING OUT OF MY USE OF THE SCOOTER DURING THE RENTAL TERM.** I have read and signed Scoot PDX's Release of Liability and I understand what it says and agree to the terms.

17. **INDEMNIFICATION.** **I INDEMNIFY SCOOT PDX FROM ALL THIRD-PARTY DEMANDS, CLAIMS, AND COSTS (INCLUDING ATTORNEYS' FEES) FOR PROPERTY LOSS, PERSONAL INJURY, LOSS OF LIFE, OR OTHER INJURY AND DAMAGE WHICH ARE IN ANY WAY CONNECTED WITH MY USE OF THE SCOOTER OR BREACH OF THIS AGREEMENT.**

18. **LIMITATION OF REMEDY.** (a) If Scoot PDX breaches any of its obligations under this Agreement or my Scooter has a mechanical failure or other failure not caused by me and Scoot PDX is liable under applicable law, then Scoot PDX's sole liability to me is limited to the substitution of another Scooter and recovery of the pro rata daily rental rate for the time I did not have use of a Scooter. (b) **I WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO ME. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO ME.**

19. **POWER OF ATTORNEY.** I grant Scoot PDX a Limited Power of Attorney to present insurance claims to Renter's insurance carrier or credit card company if: (a) any Rental Equipment is damaged, lost, or stolen during the term of my rental and I do not pay for any such damages; or (b) any liability claims arise in connection with my rental and I fail to defend, indemnify, and hold Scoot PDX harmless from such claims. I also grant Scoot PDX a Limited Power of Attorney to use my name to receive insurance, credit card, or debit card payments directly for any such claims, damages, liabilities, or rental charges.

20. **SEVERABILITY.** If any term or provision of this Rental Agreement becomes invalid, illegal, or unenforceable in any jurisdiction, then such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; all provisions will continue in full force and effect.

21. **GOVERNING LAW.** The laws of the State of Oregon govern this Rental Agreement and all related documents, as well as all matters arising out of or relating to this Rental Agreement, without giving effect to conflict of law principles.

22. **ARBITRATION.** Any dispute, controversy, or claim arising out of or relating to this Rental Agreement will be settled by arbitration. Unless Scoot PDX and I choose otherwise, the arbitration will be administered by the Arbitration Service of Portland, Inc. (ASP) and according to ASP's rules. There will be one arbitrator who will be a business lawyer or have alternate qualifications that are mutually agreeable to Scoot PDX and me. Judgment on the arbitrator's award may be entered in the circuit court in the county in which the arbitration occurs. The resolution of the disputed matter, as determined by the arbitrator, will be binding on Scoot PDX and me.

By signing below, I confirm that I have read and fully understand the entirety of this Rental Agreement, and I agree to be bound by their terms.

Renter's Signature: _____

Scoot PDX Boundary Restrictions

Not allowed on freeways and highways

- I-5
- I-405
- I-84
- I-205
- Fremont Bridge (I-405)
- Marquam Bridge (I-5)
- Ross Island Bridge (US-20)
- OR-30
- OR-99 north of Lombard and south of Ross Island Bridge
- Columbia Blvd
- North Lombard east of Martin Luther King Jr Blvd

Other Restrictions:

- Hawthorne Bridge – road is steel grates and can feel very squirly on a scooter
- Tillicum Crossing – pedestrian bridge only

