

Kauai Wheelchair Quality Rental Service



Kauai Wheelchair Rental Agreement

Kauai Wheelchair Rental rents to the person signing this agreement (further known as Renter) for Standard, Transport Beach or Electric Wheelchair subject to all the terms and conditions set forth in this Rental Agreement and that Renter agrees:

The wheelchair equipment are the property of Kauai Wheelchair Rental and is in good condition. Renter will return the wheelchair equipment in the same condition as when received, at the end of the rental period for inspection and recharge of battery (if necessary), or sooner, upon the demand by Kauai Wheelchair Rental. They may repossess the mobility wheelchair equipment without demand at any time if it is used in violation of the terms of this agreement. Renter may cancel this order at anytime; Renter will be charged a cancellation fee of 25% of the rental fee per wheelchair equipment if not canceled 48 hours prior to delivery date. Kauai Wheelchair Rental shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Renter, its agents, servants, or employees, or any other person on the wheelchair equipment, either before or after the return thereof.

Renter assumes all risk of such loss or damage and waives all claims against Kauai Wheelchair Rental by any reason thereof and Renter agrees to hold Kauai Wheelchair Rental harmless from and to defend and indemnify Kauai Wheelchair Rental against all claims based upon or arising out of such loss or damage. Renter assumes all risk and liability for any loss, damage or injury, including death, to persons or property of Renter or others arising out of the use, operation or driving of the wheelchair equipment. Renter is responsible for the wheelchair equipment and will reimburse Kauai Wheelchair Rental or the full cost of replacement upon demand for any damage, loss, theft, or destruction of the wheelchair equipment. The Renter understands and authorizes that Kauai Wheelchair Rental will obtain any repair costs or the replacement costs of the wheelchair equipment. The following restrictions are cumulative and each shall apply to every use, operation or driving of the wheelchair equipment. Under no circumstances shall the wheelchair equipment be used, operated by any person: a) under the age of 18 or b) while under the influence of intoxicants or narcotics; or c) in an unsafe manner.

Renter shall defend, indemnify and hold harmless Kauai Wheelchair Rental all of their agents, officers, servants, and employees from and against any and all losses, liability claims, damages, injuries, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by persons that may arise from the use, operation or driving of the wheelchair equipment, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of Kauai Wheelchair Rental or its employees. Renter assumes all costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use, operation or driving of the wheelchair equipment. Kauai Wheelchair Rental assumes no liability or responsibility for any acts or omissions of Renter or of Renter's agents, servants, or employees. Renter shall require drivers to operate the electric wheelchair equipment with reasonable care and diligence and comply with the terms of this agreement.

Renter shall notify Kauai Wheelchair Rental immediately of any and all accidents and damage resulting from the use, operation or driving of the electric wheelchair equipment. Renter agrees to pay all costs, expenses,

and attorneys fees incurred by Kauai Wheelchair Rental in collecting sums due or in regaining possession of wheelchair equipment or in enforcing or recovering any damage, losses or claims against Renter.

Renter or the driver of the mobility equipment shall in no event be deemed the agent or employee of Kauai Wheelchair Rental in any manner or for any purpose whatsoever. Any individual executing this Agreement as Renter 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 here of and the application of such provision to other persons or circumstances shall remain valid and enforceable.

Mahalo's,

Kauai Wheelchair Rental

Renter Name/Signature/Date_____

Rental Period Date/s:_____

Telephone:_____

ID/Drivers License:_____

Address:_____

Kauai Address:_____

Equipment Description:_____

Pick-Up:_____

Return:_____