

Wild Island Scooters Rental Agreement

THE FOLLOWING IS A WARNING, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Agreement”) BETWEEN THE RENTING PARTY (hereinafter collectively referred to as I) AND RENTAL COMPANY (hereinafter referred to as Wild Island Scooters):

A. Identification and Responsibility. I acknowledge that riding a scooter or motorcycle can be a hazardous activity that involves risks that may cause injury to myself or others and may be fatal to myself or others. I willingly agree to assume all risks included in the activity. I represent that I am physically and legally qualified to operate the above-stated Vehicle and that I have provided accurate driver identification to Wild Island Scooters. I will not leave the rental premises until I have been fully briefed and completely understand how to properly operate the Vehicle.

B. Use. I have been given a helmet and understand that it is mandatory I wear the helmet at all times while riding the Vehicle since New Jersey State Law requires riders to do so. **I will use the Vehicle in a careful and proper manner, and I will comply with all laws, ordinances and driving regulations for the state of New Jersey.**

C. Limitations of Use. I will ride this unit on paved roads only, and I will never ride this Vehicle on gravel or sand roads. I will not ride Vehicle on sidewalks, the boardwalk, or on bike paths. I will not burn or smoke the tires. I will not engage in any racing, speed contest or reckless activity. I will not operate the Vehicle while under the influence of any drug or alcohol. I will not leave the key in the ignition when I make stops for long periods of time (leaving the key in the ignition drains the battery.) I will not use the Vehicle to carry more than one passenger, and I will not permit any other person to operate the Vehicle. I will never get off the Vehicle while the engine is running. I will not make any alterations to the Vehicle. 49cc Scooters are limited to ride only within the island of the Wildwoods.

Failure to comply with Sections A-C will result in loss of my security deposit.

D. Environment. I acknowledge that Wild Island Scooters is not responsible for the conditions of roads, routes or surfaces on which I will be riding. I acknowledge that flat tires and any mechanical failure are an inherent risk of moped and motorcycle riding. I further understand that although roads, routes and surfaces may be suggested to me for riding by

Wild Island Scooters, they are not the property or responsibility of Wild Island Scooters to maintain, and therefore I release Wild Island Scooters from any legal claim liability or responsibility of said areas.

E. Inspection by Renting Party. I will inspect the Vehicle at the time of receipt of such property. Unless I give written notice to Wild Island Scooters on the Wild Island Scooters Inspection Form specifying any defect in or other proper objection to the property, I agree that it will be conclusively presumed that I have fully inspected and acknowledged that the property is in good condition and repair, and that I am satisfied with and have accepted the Vehicle in such good condition and repair.

F. Rescue Trips. Wild Island Scooters does not provide rescue trips. If I require a rescue trip, I agree that I will be charged \$30 for any pick up. I am responsible for the cost to replace flat tires, lost keys, locks and license plates, dead battery, any and all repairs, towing charges, replacement of parts or other costs incident to the operation of the Vehicle during the Term.

G. Vehicle Return. If a return date/time extension is desired, I will contact Wild Island Scooters by phone prior to the deadline to request an extension, which I understand may or may not be granted based on the reservation calendar. Any Vehicle returned 15 minutes or more after due-back time will be calculated at a 1-hour minimum rate, and additional fees may apply if late return delays the next customer’s reservation.

H. Fuel. I agree to not fill the Vehicle with fuel. This will be done by Wild Island Scooters to ensure use of proper fuel. Price of fuel is included in the cost of your rental.

I. Inspection by Wild Island Scooters. Wild Island Scooters will inspect the Vehicle at the time of return of such property. Wild Island Scooters may institute additional fees if the condition of the Vehicle is not acceptable to Wild Island Scooters. Such decisions are at the sole discretion of Wild Island Scooters.

ABSOLUTELY NO REFUNDS ON PAID RESERVATIONS, EARLY RETURNS OR BAD WEATHER.

Rental Agreement Terms and Conditions
provided through:

(MBA INSURANCE POLICY 060710)

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 the independent motorcycle dealer named in this Agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid motorcycle or scooter driver's license and, is at least 18 years of age unless the age restriction is changed elsewhere in this Agreement. "Vehicle" means the motorcycle/scooter/ATV identified in this Agreement and any vehicle 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 reason due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired, times 80% of the daily rental rate, which you and we agree represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement.

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. If the Vehicle is returned after closing hours, you remain responsible for the loss 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.

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 and a reasonable charge to cover our administrative expenses connected with any damage claim. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used by anyone other than you. You will not operate the Vehicle: (a) while under the influence of any drug or alcohol; (b) if you obtained the Vehicle by giving us false, fraudulent or misleading information; (c) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (d) to carry any passenger not listed on the contract; (e) in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal materiel; (g) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (h) on unpaved surfaces; (i) 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; or, (j) after an accident with the Vehicle unless and until you summon the police to the accident scene.

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 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, on demand all charges due us under this Agreement, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) optional products and services you purchased; (c) applicable 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) \$50 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.

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 our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. Breach of Agreement. The acts listed in paragraph 5, above, are breaches 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 this Agreement.

11. 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.

12. 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. 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.

I Understand and Agree to the above Terms and Conditions of This Agreement:

Signature of Renter: _____ Date: _____

Print Name: _____

Passenger Signature: _____ Date: _____

Print Name: _____