



**MONTREAL
SCOOTER**

| | | | | | | | |
|-------------|-----|-----|-------------|-----|-----|-----------|-----|
| PICKUP DATE | M M | D D | RETURN DATE | M M | D D | EXTENSION | D D |
| PICKUP TIME | H H | M M | RETURN TIME | H H | M M | H H | M M |

www.montrealscooter.com
montrealscooter@gmail.com
+1 (514) 844-9500

16 Rue des Sœurs Grises
Montréal, QC H3C 5M1

2018 SCOOTER RENTAL AGREEMENT

Montreal Scooter agrees to rent the following Scooter(s) and accessories to Renter(s), upon the condition that Renter(s) agree(s) to all terms and conditions, release, waiver of claims, and indemnification, to be confirmed by signature. This is a legally and binding obligation to release Montreal Scooter from all known and unknown obligations, and to indemnify Montreal Scooter against claims brought against it based upon the use of the scooter(s) by the Renter(s). This instrument affects important legal rights.

Renter Information

| | | | |
|-------------------------|------------|--|---------|
| NAME - RENTER #1 | | BIRTH DATE | PHONE # |
| | | M M D D Y Y | + () |
| DRIVER'S LICENSE # | PROV/STATE | CREDIT CARD # - SAME AS RENTER #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> | |
| | | M M Y Y | |
| NAME - RENTER #2 | | BIRTH DATE | PHONE # |
| | | M M D D Y Y | + () |
| DRIVER'S LICENSE # | PROV/STATE | CREDIT CARD # - SAME AS RENTER #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> | |
| | | M M Y Y | |
| NAME - RENTER #3 | | BIRTH DATE | PHONE # |
| | | M M D D Y Y | + () |
| DRIVER'S LICENSE # | PROV/STATE | CREDIT CARD # - SAME AS RENTER #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> | |
| | | M M Y Y | |
| NAME - RENTER #4 | | BIRTH DATE | PHONE # |
| | | M M D D Y Y | + () |
| DRIVER'S LICENSE # | PROV/STATE | CREDIT CARD # - SAME AS RENTER #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> | |
| | | M M Y Y | |
| PRIMARY CONTACT ADDRESS | | PRIMARY EMAIL | |
| CITY | PROV/STATE | POSTAL CODE | NOTES |

| Scooter ID | RENTER #1 | | -2P | | | | RENTER #2 | | -2P | | | | RENTER #3 | | -2P | | | | RENTER #4 | | -2P | | | | | | | | | | | |
|------------------|--------------------------------|--|--------|--------|----------------|--------|-------------------|-----|--------------------------------|--------|--------|-------|-------------------|--------|--------|--------|--------------------------------|----|-------------------|--------|----------------|----|--------|--|--------------------------------|--|--|--|--|--|--|--|
| | Deposit | | \$750 | \$1000 | \$1500 | \$2000 | \$750 | | \$1000 | \$1500 | \$2000 | \$750 | | \$1000 | \$1500 | \$2000 | \$750 | | \$1000 | \$1500 | \$2000 | | | | | | | | | | | |
| | Helmet | | XXS | XS | XXS | XS | XXS | XS | XXS | XS | XXS | XS | XXS | XS | XXS | XS | XXS | XS | XXS | XS | XXS | XS | | | | | | | | | | |
| | | | S | M | ML | S | M | ML | S | M | ML | S | M | ML | S | M | ML | S | M | ML | S | M | ML | | | | | | | | | |
| | | | L | XL | XXL | L | XL | XXL | L | XL | XXL | L | XL | XXL | L | XL | XXL | L | XL | XXL | L | XL | XXL | | | | | | | | | |
| Hourly/Daily | 1 2 3 4 5 6 7 8 | | | | 1D 2D 3D 4D 5D | | | | 1 2 3 4 5 6 7 8 | | | | 1D 2D 3D 4D 5D | | | | 1 2 3 4 5 6 7 8 | | | | 1D 2D 3D 4D 5D | | | | | | | | | | | |
| Guided | GSR 1 2 3 | | 1 2 3+ | | SP P | | GSR 1 2 3 | | 1 2 3+ | | SP P | | GSR 1 2 3 | | 1 2 3+ | | SP P | | GSR 1 2 3 | | 1 2 3+ | | SP P | | | | | | | | | |
| iPhone/Insurance | 8H 1D 2D 3D 4D 5D | | | | Yes No | | 8H 1D 2D 3D 4D 5D | | | | Yes No | | 8H 1D 2D 3D 4D 5D | | | | Yes No | | 8H 1D 2D 3D 4D 5D | | | | Yes No | | | | | | | | | |
| Extension | 1 2 3 4 5 6 7 8 1D 2D 3D 4D 5D | | | | | | | | 1 2 3 4 5 6 7 8 1D 2D 3D 4D 5D | | | | | | | | 1 2 3 4 5 6 7 8 1D 2D 3D 4D 5D | | | | | | | | 1 2 3 4 5 6 7 8 1D 2D 3D 4D 5D | | | | | | | |
| Total | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

RELEASE, WAIVER OF CLAIMS, AND INDEMNIFICATION

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter does hereby remise, release and forever discharge MS, MS's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use of the Scooter(s); or in any way arising out of the rental relationship between Renter and MS. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless MS, MS's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use of the Scooter(s).

TERMS AND CONDITIONS

1. ASSUMPTION OF RISK
 - Renter acknowledges that operating a Scooter is inherently dangerous, and may result in bodily injury, or even death. Renter assumes and accepts all risks associated with the use and operation of the Scooter.
2. ACCEPTABLE USE
 - Renter agrees and acknowledges to be the sole operator of the Scooter.
 - Renter agrees to use the Scooter in a safe and conscientious manner.
 - Renter must adhere to all local traffic laws and regulations.
 - Renter and authorized passenger must wear a DOT / ECE certified helmet while on the Scooter.
 - All traffic/parking violations are the responsibility of the Renter, and must be reported to MS at the end of the Rental. Any undeclared violations will be charged to the credit card in the Renter's information. An admin fee of up to \$50 may be added if the non-declaration was intentional.
 - All Scooters are to remain within the Greater Montreal Area, within a 1 hour radius of MS, unless authorized by MS. Long term rentals may be driven outside a 1 hour radius at the Renter's own risk in case of breakdown. Driving to the USA is not permitted.
3. PROHIBITED ACTIVITIES
 - Renter is strictly prohibited from being under the influence of drugs or alcohol while operating the Scooter.
 - Operation of the Scooter on non-paved dirt roads is strictly prohibited due to harmful dust inhalation to the engine. If evidence of dirt road usage is discovered, the security deposit will be held until a full inspection and necessary repairs can be performed at the Renter's expense.
 - The Honda Metropolitan, Vespa LX 50, and Vespa Primavera 50 are limited speed vehicles with a maximum speed of approximately 70 km/h in optimum conditions, and cannot be driven on limited access roads such as highways and freeways.
 - The Vespa LX 150, Vespa GT 200L, and Vespa GTS 250 are permitted on limited access roads such as highways and freeways.
 - Scooter cannot be driven or parked on sidewalks, bike paths, and footpaths.
4. UNSAFE USE
 - If at any time MS discovers that the Renter has engaged in unsafe or hazardous use of the Scooter, MS may immediately terminate the rental. Upon notification of termination, Renter must return the Scooter to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, the Renter will pay only for the time the scooter was away from MS, but the security deposit will be held until a full inspection and necessary repairs can be performed at the Renter's expense.
5. BREAKDOWNS, INSURANCE, AND THEFT
 - Renter must inform MS of any mechanical issues or breakdowns as soon as possible, and discontinue operation of the Scooter until the issue can be rectified. MS, at its discretion, will send a replacement Scooter to the location of the broken down Scooter and the Renter's rental time will either be extended or refunded for the unused time.
 - MS offers accident insurance for \$10/day which limits the Renter's liability to \$750 (Honda Metropolitan), \$1500 (Vespa LX 50 or Primavera 50), \$1500 (Vespa LX 150), \$1500 (Vespa GT 200L), and \$2000 (Vespa GTS 250). Residents of Québec with insured vehicles may transfer their auto insurance for the duration of the Rental. Renters who are not residents of Québec may be covered under the terms of their credit card agreement, but it is the responsibility of the Renter to verify with their credit card beforehand. Please note that rental car insurance benefits from most credit cards do not apply to the rental of scooters.
 - Renter is responsible for damage caused to 3rd parties while operating the Scooter.
 - If Scooter parts are stolen, broken, lost, or if the Scooter is stolen, the Renter is responsible for the loss. It is the responsibility of the Renter to park the Scooter in a safe environment overnight in order to eliminate, or at least greatly reduce, the probability of the scooter being stolen.
 - If the Scooter is stolen, the Renter must inform MS as soon as possible.

6. CONDITION OF SCOOTER BEFORE AND UPON RETURN
 - The cost to repair a scooter is similar to a 4 wheeled automobile, despite the lower average value of a scooter. Furthermore, the likelihood of an accident on a scooter is higher than with a 4 wheeled automobile due to its non-self-balancing nature. Even a low speed accident involving only the scooter, or an incident where the scooter is knocked over while parked, can be very costly to repair. If you are not comfortable with the possibility of losing your entire deposit in the event of an accident or incident, you should think twice before signing this contract.
 - All Scooters rented by MS are considered to be in perfect mechanical and aesthetic condition unless otherwise documented by MS. A pre-departure inspection will only be performed if there is existing aesthetic damage. Should the Renter notice any existing damage, he/she is encouraged to photograph the damage and/or immediately notify MS.
 - Renter shall return the Scooter to the designated return area in the same condition as it was in when given to the Renter, excluding ordinary wear and tear, such as rock chips and minor scuffs caused by footwear.
 - Renter is responsible for damage caused to the Scooter during the rental period, including damage caused by other vehicles while the scooter is parked. It is the responsibility of the Renter to park the Scooter in a manner that eliminates, or at least greatly reduces, the possibility of contact with other vehicles.
 - Lack of bodily injury is not proof of not having damaged the Scooter. It is possible to significantly damage a Scooter without suffering bodily injury.
 - Upon return of the Scooter, an inspection will be performed to establish any damage caused to the Scooter during the rental period. If for any reason MS is unable to perform a complete inspection of the Scooter immediately, the final inspection will be completed within 24 hours.
 - If damage was caused to the Scooter during the rental period, the deposit will be held until the final amount to repair the Scooter can be determined. If the final amount is less than the deposit, the difference will be refunded to the Renter's credit card. If the final amount exceeds the deposit, the additional amount will be charged to the Renter's credit card. If the damaged scooter is a Honda, The Honda Damage Diagram will be used to determine the cost of repair. If the damaged scooter is a Vespa, the repair cost will be determined by an approved Vespa workshop.
 - If a Renter does not have sufficient credit on his/her credit card to cover the deposit, another member of the group may opt to cover for him/her with their own credit card, thereby taking full responsibility for the Renter with insufficient credit.
 - If a Renter pays the deposit with cash or debit, the Renter is obliged to purchase accident insurance at a cost of \$10/day in order to limit the Renter's liability to the deposit.
7. GAS POLICY
 - Gas is included, and the gas tank will be full at the beginning of the Rental. If the Scooter is running low on gas, the Renter can either return to MS where the gas tank will be replenished, or fill the Scooter with 91 octane gas at his/her expense.
8. LATE RETURN
 - If the Renter returns the Scooter to the designated return area more than 9 minutes after the scheduled Return Time without advising MS, he/she will be charged as follows:

| | | | |
|------|------------------|------|------------------|
| \$5 | 10 - 15 min late | \$15 | 31 - 45 min late |
| \$10 | 16 - 30 min late | \$20 | 46 - 60 min late |

After 1 hour, the Renter will be charged \$10/h, capped at the next daily rate.

Renter has read and understands all of the terms and conditions, and agrees to them without reservation.

SIGNATURE - RENTER #1

SIGNATURE - RENTER #2

SIGNATURE - RENTER #3

SIGNATURE - RENTER #4