



MexicoMobility® Rental Agreement booking terms and conditions.

MexicoMobility® rent to Renter signing this agreement mobility equipment (scooter, wheelchair or powerchair) subject to all the terms and conditions set forth in this Rental Agreement and Renter agrees:

1 DEFINITIONS AND GENERAL PRINCIPLES

“You” are the customer (main user) who agree to the terms of the rental agreement and who is entitled to use the scooter/equipment.

“MexicoMobility®” is the name/DBA of mobility rental company in the rental agreement.

“Scooter/equipment” is the item that MexicoMobility® is renting to you for the agreed duration of the rental agreement and will include all parts and accessories fitted to it at the commencement of the rental.

“Damage” is any damage occurring to the Scooter/equipment (including, lights, seats, upholstery and any attached accessories).

“Third party” any property, person or organization other than MexicoMobility® or subsidiary or franchisee named in the rental agreement. .

"scooter/equipment " are any and all items listed on your rental order/invoice you have rented from MexicoMobility®.

2 PREREQUISITES: WHAT DO YOU NEED IN ORDER TO RENT A SCOOTER OR WHEELCHAIR?

You must hold and be able produce when requested by MexicoMobility® a valid ID before the rental takes place. The ID must have been issued by authorized authorities. When the rental booking is made from outside the USA you must also be able to produce when requested a valid identity card or a valid passport issued by the country of your residence. You must be aged 21 or over to rent our mobility equipment. You must produce a valid credit card with an expiry date after the rental end date. No scooters or equipment can be rented against cash or check payment unless such payment exceeds the retail value of the scooter or equipment to be rented.

3 EQUIPMENT/SCOOTER: CONDITION, USE, BREAKDOWN ASSISTANCE AND MAINTENANCE/MECHANICAL PROBLEMS

3.1 Condition of the scooter/equipment.

Before leaving the rental location, you are required to check the condition of the equipment. Where an apparent defect is found which is not already noted, you must immediately inform MexicoMobility® before proceeding with your rental of the equipment. In such a case, amendments will be made to your rental account at our office and duly noted by both parties. If a defect is not noted and agreed prior to proceeding with your rental the condition of the scooter/equipment will be agreed as being in good order and it will be considered that you received the scooter/equipment in good order and proper working condition. You will return the scooter/equipment in the same condition as it was provided at the start of the rental as agreed. You are responsible for any repair or refurbishment costs and these costs will be added to the cost of the rental and you agree that these costs will be charged to your credit/debit card lodged with MexicoMobility® requiring no additional authorization.

3.2 Use of the scooter/equipment.

The scooter/equipment must not be operated by anyone other than you or a member of your party over the age of 15. Anyone under the age of 15 will require written the permission from MexicoMobility®, text or email is acceptable. If you wish to take the scooter/equipment outside the City of original rental you must obtain MexicoMobility® prior consent. You must take care of the scooter/equipment, keep it in good repair and condition, reimburse MexicoMobility® for any damage to the scooter/equipment, and pay for any costs incurred. You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the scooter/equipment and for which MexicoMobility® is charged, unless they have arisen through the fault of MexicoMobility®. During the rental period you must carry out the usual checks as would any careful user and you must take good care and respect the rented scooter/equipment. When leaving the scooter/equipment unattended even for a short period, you undertake to secure it in a safe and proper manner. You must use the scooter/equipment in a responsible manner and in particular, only for the purposes for which it is intended.

For a scooter, this means primarily carrying one person and their personal items and not overloading or carrying children. In particular, you must not use the scooter/equipment under any of the following conditions or for any of the following purposes:

- operating the scooter or equipment under the influence of alcohol, drugs or any other type of narcotic substances,
- carrying anything which, because of its smell or condition, harms the Vehicle or causes MexicoMobility® to lose time or money before it can rent the scooter/equipment again,
- transportation of animals (with the exception of assistance animals),
- re-rental to or use by other persons,

- carrying passengers
- pushing or towing another vehicle.
- traveling on a surface of which could put the scooter/wheelchairs wheels, tires or its under body mechanics at risk,
- intentionally committing any offence.
- none of the goods and baggage carried in or on the scooter/wheelchair, including their packing and stowage equipment, will be permitted to damage the scooter/wheelchair, nor put the occupants abnormally at risk,
- in any way which breaks the highway Code, road traffic laws or any other laws.

3.3 Maintenance / Mechanical Problems

You must stop the scooter if the instrument panel warning light which is intended to indicate the existence of a mechanical problem flashes, or if you become aware of anything else which may indicate the presence of a mechanical problem with the scooter/equipment.

When the rental starts, the scooter/equipment will be fit for normal use. If it is not, or if it becomes unfit for normal use during the rental because of mechanical breakdown or accident, you must inform MexicoMobility® immediately. MexicoMobility® will have the choice between replacing the scooter/equipment and repairing the scooter/equipment on site. Any fees and expenses of any repair undertaken without the order of MexicoMobility® will not be reimbursed to you. You must inform MexicoMobility®, or one of its agents, of all accidents, damage to or breakdowns of the scooter/equipment. In any case, neither MexicoMobility® nor its directors, officers or employees will be liable to you for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the extent permitted by the Law, for indirect consequential damages whether your action is based on contract or in tort. Theft is not available or implied and you will be liable for replacement. You agree that additional costs will be charged to your credit/debit card lodged with MexicoMobility® requiring no additional authorization.

3.4 Breakdown Assistance

For the length of the rental, as agreed with MexicoMobility®, you have the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated on the rental agreement or on the scooter/equipment or on the key fob. In order to benefit from this cover, you must make contact with MexicoMobility® immediately after the occurrence of the incident. If you do not contact MexicoMobility® and if you initiate steps or make any disbursements without the prior consent of MexicoMobility®, you will not be able to claim for reimbursement of the expenses.

You agree to waiting period of up to three hours for our technician to attend your breakdown. This waiting time will vary subject to prevailing traffic conditions and distances that our technicians will need to travel to attend your location to enact a repair or exchange of your rented equipment. If you refuse this service for any reason MexicoMobility® will not be held liable for any loss you incur or to refund your rental fees as you will have chosen to refuse service and taken over the control of the situation.

4 RENTAL PERIOD.

4.1 Principle and Calculation.

You undertake to return the scooter/equipment to MexicoMobility® at the agreed place, on the date and at the time indicated on the rental agreement. The rental duration is calculated on the basis of days, delivery and return days, are taken into account as full rental days no matter if a late delivery and early return was made on customer's request, starting from the time the scooter/equipment is made available. If you return the scooter/equipment to any other location other than the agreed location, transportation or repatriation costs will be charged to you. This includes abandonment for any reason at any location without prior authorization from MexicoMobility®. You agree that these costs will be charged to your credit/debit card lodged with MexicoMobility® requiring no additional authorization.

4.2 Extension of the Original Duration of the Rental

Should you wish to keep the scooter/equipment for a period longer than that originally set out in the rental agreement, you must first contact MexicoMobility® at least 48 hours prior to the end of your rental agreement in order to extend the duration of the rental. Unless otherwise agreed in writing by MexicoMobility®, once this period is passed, the contracting party remains liable for additional rental on a single day rate until returned you remain liable for any damages to MexicoMobility®. You agree that these costs will be charged to your credit/debit card lodged with MexicoMobility® requiring no additional authorization.

4.3 Delivery and Collection Terms

MexicoMobility® agrees to deliver and collect the scooter/equipment but you may have to pay additional charges and follow additional instructions. You must check at the time of reservation. You must return the scooter/equipment immediately if MexicoMobility® asks you to do so. In the event that the scooter/equipment is not delivered to MexicoMobility® upon request you hereby authorize MexicoMobility® to enter your premises and to do any and all other things necessary to repossess the scooter/equipment. You will be liable for any costs associated with such repossession. MexicoMobility® may repossess any scooter/equipment without notice or liability where MexicoMobility® deems that such repossession is necessary for its own protection. You agree that any additional costs incurred will be charged to your credit/debit card lodged with MexicoMobility® requiring no additional authorization.

4.4 End of Rental

The end of the rental is defined by the return of the scooter/equipment and any keys and accessories to the MexicoMobility® pick up location as agreed in the rental agreement. If the scooter/equipment is returned without its key or accessories you will be charged for the cost of the replacement. Under no circumstances will MexicoMobility® accept any liability for articles that may have been left with the scooter/equipment at the end of the rental. You agree that these costs will be charged to your credit/debit card lodged with MexicoMobility® requiring no additional authorization.

In some specific cases and Hotels locations and for customer convenience (to use the scooter up the last minute to be able to reach their shuttle before departing the Hotel) MexicoMobility® will authorize by the phone or by e mail that the scooter or wheelchair or any other type of rented equipment is left at the Concierge or Bell Man area of the Hotel.

5 RATES / TERMS OF PAYMENT

5.1 Rates

The total charges for each rental will be determined according to the price list applicable at the time of rental and full rental price will be charged at the time of booking.

5.2 Terms of Payment

When payment is made by means of a credit card, an authorization will be requested prior to the start of the rental. This authorization will be in place throughout the rental period to cover any damage or loss of the scooter/equipment.

At the time of booking the scooter/equipment the invoiced amount will be charged to the credit/debit card provided. Booking and paying infers your agreement to MexicoMobility® rental agreement as set before you.

The tariffs applicable to the rental of additional services, items are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (equipment type, rental, duration, price, return location...). Any modification in the characteristics will entail the use of an appropriate alternative tariff. You agree that any additional costs/charges will be charged to your credit/debit card lodged with of MexicoMobility® requiring no additional authorization.

6 You will be liable for any damages to MexicoMobility® when renting a scooter or equipment that has been entrusted to you.

Therefore, in the event of theft of the scooter or equipment or damages caused to it, you must fully indemnify MexicoMobility® (the indemnification will include the amounts corresponding to the repair costs, resale value of the scooter or equipment, loss of use, administration charges...). The amount will not exceed the market value of the rented scooter or equipment at the time of the event. This liability may be reduced if you opted for the accidental damage waiver insurance.

Therefore, at the end of the Rental, IN THE EVENT OF DAMAGE OR THEFT, YOU WILL BE DEBITED THE FULL AMOUNT FROM THE CREDIT/DEBIT CARD USED AT THE TIME OF BOOKING. If this is not possible the full amount will be billed to you for immediate payment.

If you fail to take reasonable measures for the safety of the scooter/equipment, its parts or accessories, or fail to comply with all restrictions on the use of the scooter/equipment or otherwise abuse or misuse it and you incur on any third party damage or injury you will be liable indemnify the third party.

You will not be exempt from liability towards MexicoMobility® in the case of breach of contract. Therefore, you will be responsible for any financial loss MexicoMobility® suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts MexicoMobility® spends in enforcing these terms.

THEREFORE IN ANY CASE, NEITHER MexicoMobility® NOR ITS OFFICERS, DIRECTORS, EMPLOYEES WILL BE LIABLE TO THE CONTRACTING PARTY FOR ANY AMOUNTS NOR FOR ANY ACTIONS, LAW SUITS OR CLAIMS RELATED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES (SUCH AS LOSS OF BUSINESS, LOSS OF PROFIT) ARISING OUT OF OR IN CONNECTION WITH THE RENTAL OR THE USE OF ANY SCOOTER OR EQUIPMENT WHETHER THE ACTION IS BASED ON CONTRACT OR IN TORT. YOU WILL INDEMNIFY AND HOLD MexicoMobility® HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE RENTAL AND/OR THE USE OF THE SCOOTER OR EQUIPMENT. If the loss suffered by MexicoMobility® is subsequently reduced (recovery of the scooter or equipment within 7 days, partial or total liability on the part of the Third party), you will receive the corresponding reimbursement.

6 DAMAGE

6.1 Damage

Both at Delivery and Return MexicoMobility® together with you will record all visible damage to the scooter/equipment which you hereby acknowledge. Existing damage will be noted. At the end of the rental the identification of any new damage must be added to your rental account. Any new damage will be immediately noted by MexicoMobility®.

Any and all repair costs will be directly billed to you by MexicoMobility® and will include the cost of the damage repair as well as administration charges, immobilization costs, spare parts and labor costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental agreement and you agree that these costs will be charged to your credit/debit card lodged with MexicoMobility® requiring no additional authorization.

7 CANCELLATION

Rentals cancelled for ANY reason up to 28 business days prior to delivery date will be refunded the total equipment rental amount paid, minus the credit card (VISA / MC) processing fees of 6%. If the cancellation occurs within 28 business days of the delivery date (requested day by customer) , the complete cost of the equipment rental is NON-REFUNDABLE. All orders subject to a promo code, discount or special offer ARE NON- REFUNDABLE without consideration of the above period of time.

Rentals canceled after your scooter/equipment is delivered or is out for delivery will not be refunded in any part whatsoever.

MexicoMobility® Cancellation Policy is purely based on time. Therefore, ANY request of Cancellation and Refund within the 28 business days before the Delivery Date due to Health Issues, Injuries, Accidents, or any other critical situation or condition that customer might believe is a reason for Cancelling, the RENTAL will not be refunded in any part whatsoever.

NEITHER MexicoMobility® NOR ITS OFFICERS, DIRECTORS, EMPLOYEES WILL BE LIABLE for any wheelchair/Scooter/Powerchair inaccessible Hotels, Facilities, Destinations, Streets, Locations or ANY area whatsoever the customer decided to rent and use the equipment. In the Case the customer finds out the use of the equipment is not possible due to inaccessible facilities or location and decides to return the equipment before the paid return day or to not receive it at delivery, the RENTAL will not be refunded in any part whatsoever.

Lifting and/or loading scooters/equipment

Caution is advised when lifting or loading any of our equipment to include but not restricted to loading in and out of vehicles. This includes items such as batteries and scooter parts which are also heavy. Anyone attempting to lift any of our equipment should at all times adopt correct lifting practices to prevent injury, loss or damage. MexicoMobility® cannot accept and responsibility for injury, loss or damage caused by the incorrect lifting or loading of any of our equipment. We advise that at all times you have someone to assist you when lifting or loading our equipment and you do not attempt any lifting or loading if you are unsure you are fully able to do so.