

TERMS FOR OPERATING A MOTORIZED SCOOTER

"I", "me", "my" refer to the person who signs this agreement. "You" and "your" refer to the City of Traverse City. In exchange for the use of a motorized scooter, I agree to these terms, including the Rules of Operation. All changes must be in writing and initialed by both parties to this agreement, or their agents. The name and address I provided on this agreement are correct and I acknowledge that any notices will be sent to me at this address.

Borrowing the Scooter: I will return the Scooter to the Hardy Parking Deck Office (Downtown Development Authority) within four hours of check-out or sooner if required. I will pay all charges, losses, and expenses if I fail to do so. I agree that the Scooter is in good condition with no apparent defects. I will immediately notify you concerning any problems with the Scooter. I understand that there is a \$100 deposit, which is refundable upon the return of the Scooter clean and in good working condition.

CASH _____ CHECK # _____

CREDIT CARD # _____ - _____ - _____ - _____

Prohibitive Uses and Violations: The Scooter cannot be used: (A) To carry people or property for hire; (B) For any illegal purpose; (C) In any speed contest or race; (D) If the operator is under the influence of alcohol, drugs, or intoxicants; (E) If obtained by fraud or misrepresentation; (F) By anyone other than the authorized operator; (G) To intentionally cause bodily injury or property damage; (H) To tow or push anything; (I) outside of the agreed upon boundaries within the city; (J) On any street except in designated crosswalks. Any prohibited use of the Scooter will constitute breach of this agreement. I will promptly report any accident, damage or theft to you. SEE "Rules of Operation" Sheet.

Loss or Damage to the Scooter: I will pay for all damage to or loss of the Scooter, including your loss of use and your administrative charges, regardless of who is at fault. I am responsible for damage caused by my negligent operation of the Scooter. I will pay for the retail value of the Scooter before it was damaged, less any amount you get for salvage.

Liability Insurance: Unless contrary to state law or otherwise provided by this agreement, if there is other valid and collectable insurance, whether primary, excess or contingent, available to me (or any authorized operator while operating the scooter), I shall provide protection against liability for bodily injury, death, or property damage to others, up to the limits of my coverage. I agree that any amounts will be covered by me or my liability policy and I will defend and indemnify you for any losses.

Authorized Operator: I certify that I meet the eligibility requirements of having a physical disability and being over the age of 18 years, and as the authorized operator, I am responsible for any losses or damages which occur while the Scooter is in the possession of any other operator during the time of my

possession until I have returned the Scooter to the Hardy Parking Deck (Downtown Development Authority).

Fines and Expenses: I will pay for any fines incurred during operation, or in the event that the vehicle is damaged as a result of my negligence or intentional conduct while I am operating it, towing and related costs. I agree to reimburse you, if necessary, in addition to a \$25.00 administrative fee.

Collections: All charges, fees and expenses, including payment for loss or damage to the Scooter are due at your request and I assign to you any and all proceeds for coverage under credit card plans or other insurance. I will pay any collection costs. You may contact me at my place of business in connection with your collections.

Credit Card Charges: I authorize you to charge my credit card for the pre-calculated charges upon my signing of this agreement, for any additional charges upon return of the Scooter, any fines, towing, storage, administrative fees and related costs during operation. If I am overcharged or under-charged, you may credit or charge my credit card.

Waiver of Liability: I voluntarily and knowingly agree to waive all claims against you or the Downtown Development Authority for any damages to my personal property in connection with or arising out of my participation in this activity. My Waiver of Liability is further evidenced by my signing of the Waiver of Liability executed simultaneously with this Agreement.

Lawsuit: I agree that the county and state in which I signed this agreement is the only place where you or I may file any action relating to this agreement. In any such action, the law of the state in which I signed the agreement will apply. I agree to pay your reasonable attorney fees and costs in any lawsuit relating to this agreement or my participation in this activity, including appeals. If I make a claim against you, I agree to provide you with a detailed statement under oath in support of the claim. **I waive my rights to a jury trial in any lawsuit relating to this agreement.**

Participant's signature

Address: _____

Telephone: _____