

Rental contract agreement.
Terms & conditions of rental and limitations.

Agreed to rent the scooter-motorcycle brand FORMULA model X6 with a stipulated value of \$1800 USD - for use of the scooter-motorcycle only for Tourism and own Transportation. The parties unanimously agree and stipulate that the contracting will be governed by the following:

AGREEMENT AND CONDITIONS.

- 1-** The undersigned participant in the following referred as **customer** rent the scooter-motorcycle at his/her on freewill. The **customer** bears the sole responsibility with respect to the civil and criminal consequences for any personal injuries caused by him/herself or the scooter-motorcycle utilized by him/her.
- 2-** The customer accepts that the scooter-motorcycle Will be in his/her **custody**, and will be responsible for any damage or accident during the rental period. Customers understand the terms and limitations of the local insurance company called INSTITUTO NACIONAL DE SEGUROS (INS), Customers accept the terms of the deposit needed or future charges for each scooter-motorcycle in order to cover any damages that are not covered by the insurance of a third party. In case of total loss of the vehicle due to an **accident** or **theft**, the customer will have to assume the total payment of the scooter-motorcycle indicated in this contract and insurance deductible in case it involves a third party, amount indicated by the INS. The customer affirmed that his type or class of license allows him to drive a scooter-motorcycle 150cc under the agreements of the law of Costa Rica.
- 3- Customers** will be responsible for any transit tickets, fines, amount of rental days and any other type of penalties that could occur during the rental period.
- 4- Customer:** has to stay in public roads, cannot use unmarked roads and can't go farther than 20km round of Quepos town, therefore the renter will be fully responsible for any damages or loss that occur under those circumstances.
- 5- Customers** understand the speed limits and necessary regulations to drive a 150cc motorcycle in the country. The **customer** is obligated to send a picture and notify the **lessor** about any ticket that the transit police generate or apply to the scooter-motorcycle and the customer will be responsible to pay any charge, rental days, in case the scooter-motorcycle cannot be used by law enforcement or any damage it could have.
- 6- Customers** has to look for road conditions, and have the necessary knowledge as a scooter-motorcycle driver to control the vehicle properly during bad roads or any weather conditions.
- 7-** In the event of a theft or damage of the scooter-motorcycle, the **customer** will be automatically charged with 100% of the valued cost of the scooter-motorcycle. If the scooter-motorcycle is recovered, the **customer** will be responsible to the **LESSOR** for any and all damages, fees or cost related to the theft and recovery of the scooter-motorcycle.
- 8-** The **customer** agreed to return the scooter-motorcycle with its fuel tank in full, documents, tools, helmets and reflective vests in the condition they were and at the time and date as noted on this contract. The scooter-motorcycle is to be operated exclusively by the **customer**. Any violation of these terms that results in loss of any kind will be made null the general terms of this agreement, in which case the customer will be held entirely responsible, repairs, fees, and cost related to any consequences as a result of the violation of the term of this contract.
- 9-** (a) The deductible and minimum amounts for insurance and payments in the event of an accident with a third party involved established on this contract cannot be changed by the customer or by the LESSOR. (b) In case of an accident with a third party involved: The **customer** will be responsible to the **third party and the Lessor** for any and all damages, fees or costs related (c) The Customer has to leave an open voucher or cash for the maximum deductible amount established for each scooter-motorcycle equal to \$450 USD. (d) conditions: Any accident will have to be reported to the



LESSOR, a road police officer has to arrive at the scene of the accident and take all the data and declaration of the persons involved in the event of an accident involving other vehicles, persons, or private property. Please call # 911 for road police. To apply for any insurance the customer needs to show a scooter-motorcycle license class.

10- Custody of the scooter-motorcycle, The **customer** agrees to carry the necessary and obligatory documents and instruments of the scooter-motorcycle during the stipulated time of duration of the present contract as the circulation and DEKRA cards, helmet and reflective vest. **(a) Customer** confirms he has a secure place to store the scooter-motorcycle and understand the transit laws of Costa Rica. **(b)** If the scooter or motorcycle is found parked in yellow lines, an insecure place, any area considered illegal or dangerous, the LESSOR has the right to take the scooter back to MangoScoot base without prior advice to the customer and the **customer** will be charged with \$400 USD fee from its refundable deposit.

11- Penalty fees: customer will be charged with the penalty value + taxes + paypal fees from its refundable deposit; (a)For do not return a full gas tank as delivered: \$20 USD (b)A lost or damaged helmet: \$80 USD, (c)Lost or damaged a reflective vest: \$15 USD, (d)Return the scooter 45 minutes later than agreed: \$40 USD, (e)Any mechanical assistance due to customer negligence outside the Quepos town or Manuel Antonio area: \$200 USD, (f)Return the scooter with mud, sand, dirt or dust: \$50 USD, (g)The **customers** agrees to pay for any damage to the scooter-motorcycle (h) lost or damaged tools: \$50 USD. (i) Marlon Calvo Soto in representation of Mango Scoot or any of its collaborators reserves the right to charge a fee of \$400 USD and take out the scooter without prior notice if this scooter appears outside of the Quepos and Manuel Antonio area and the driver doesn't have: his proper motorcycle driver license, helmet, reflective vest, riding in the beach, riding under the alcohol or any drug effect. (j)In case of damage or loss of these documents and instruments or keys the **customer** will be automatically charged with \$450 USD from his deductible cash deposit or credit card registered on this contract. If the customer breaks or loses the keys of its scooter-motorcycle a fee of \$200 will be charged from his deductible deposit or credit card.

12- The customer understands that there are risks related to the fact of driving a scooter-motorcycle, good medical and physical health conditions are required for this, for this reason the **customer** affirms that he does not suffer from any disease or regularly or punctually consume any medication that may affect their ability to drive the scooter-motorcycle, likewise the **customer** agrees not to drive the scooter-motorcycle under the influence of alcohol, drugs, or any other substance that may affect their ability to drive the scooter-motorcycle.

13- The customer is aware that his guaranteed deposit of \$450 USD cash or his credit card provided and that for payment of any damage, fees, transit tickets, taxes, penalties, towing, rental losses or lawyer expenses related to the rent of the scooter-motorcycle, documents, instruments, tools, the **customer** authorizes the **lessor** to deduct from his credit card or \$450 USD deductible cash deposit the corresponding amounts related to those penalties and indicated costs, as well as those damages that have been proven to have been caused to the scooter-motorcycle or to the **lessor** property otherwise this value will be returned when the scooter-motorcycle is returned to the **lessor** if the scooter-motorcycle is in the same condition as it was delivered and clean record of transit tickets.

14- (a)The date and time of returning the scooter-motorcycle have been agreed between the parties, before the start of the rental, and the **customer** undertakes to respect what has been agreed. Any variation must be agreed in writing with the **lessor**. The rental day is considered 24 hours with a tolerance of 30 minutes (subject to the closing hours of the establishment, the **customer** declares to have knowledge). After this tolerance period, you will be charged a \$450 fee. The return of the scooter-motorcycle must take place during the opening business hours of the **lessor**. Failure to return the scooter-motorcycle at the date and time agreed in this contract will give rise to a complaint for undue retention, so if it is not returned within the agreed contract it will constitute a crime of theft.**(b)** to change the return time or date; The customer must notify the lessor 8 hours before the agreed date and time and the lessor will not be obligated to accept the new date and time proposed by the customer or do any refund of the deposit to the customer.

15- Notifications: The **customer** declares and certifies under his own responsibility the email address and phone number for whatsapp + contact information about your concierge or receptionist from the hotel or airbnb where the customer is



staying indicated in the **form** provided is correct and that the purpose of this contract any communication and / or will be notified at that email address or phone number through whatsapp, unless it is modified the same IN THE VEHICLE RETURN ACT, they may also be sent electronically or whatsapp directly to the **lessor**.

16- RENTAL AND APPLICABLE JURISDICTION: The **customer** agrees to rent the selected scooter-motorcycle and declares, whatever their nationality and language, to have read and understood this contract, agreeing that to resolve any doubt or disagreement that may arise from the interpretation and fulfillment of the same, both The parties expressly renounce their own arguments and agree to assume responsibility in each point set forth in this contract as those over 18 years of age and with full physical capacity in sight. Article 1022 of the Civil Code of Costa Rica is applicable, which indicates that the agreement between the parties is Law.

Driver and passenger understand the terms of this contract, and sign accepting the terms explained above.

By checking the box about TERMS & CONDITIONS in the google form you sent to Mango Scoot you assume under your own risk and responsibility the lease of the motorcycle. The customer understands that the activity in which the customer is participating with the equipment used is inherently dangerous. The customer hereby fully releases MARLON CALVO SOTO, MANGOSCOOT, supplier or sponsor associated with the company from any and all financial, legal or responsibility risks in the case of an eventuality. The Customer accepts the terms and conditions, confirms that all the information given in the google form is right and up to date and the customer states he has the motorcycle and additional equipment in good condition.

