



AGREEMENT

AGREEMENT made as of this _____ day of _____ by and between

X _____ with an address of _____

(Hereinafter "Customer" even if more than one person) and SANTA'S VILLAGE, INC., a New Hampshire corporation with a principal place of business in Jefferson, New Hampshire (hereinafter "Santa's Village").

WHEREAS, Customer wishes to rent a scooter which is owned by Santa's Village, said scooter being described as _____ (color, identification number) (hereinafter the "Scooter"); and

WHEREAS, Santa's Village is willing to rent the Scooter to the Customer in accordance with the strict terms of this agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. Santa's Village hereby rents a Scooter to the Customer for a period of up to, but no later than closing time, 4:00 PM or 5:00 PM (Today's Date) _____ on the following conditions:

- a. Payment of rental of \$ 35.00;
- b. X _____ Customer will give Santa's Village the Customer's motor vehicle license and/or picture State/Federal Identification Card to be held by Santa's Village until such time as the Scooter is returned to Santa's Village in an undamaged condition, in which case the Customer's motor vehicle license and/or credit card will be returned to the Customer.
- c. X _____ Customer will be the sole user of the Scooter. Use of the Scooter by any other person will result in immediate forfeiture of the Scooter.
- d. In the event the Scooter is damaged, not returned (including any portion of the Scooter), or is lost by the Customer (as determined by Santa's Village, in its sole discretion), Customer agrees that a Santa's Village determined dollar value will be charged to the Customer's credit card as liquidated damages.

2. The Customer believes it is fair and reasonable for the Customer to take all of the risks relating to the rental of the Scooter. The Customer does not believe it would be fair or reasonable for the Customer (or for anyone claiming through the Customer or on the basis of anything that may happen to the Customer) to seek or hold Santa's Village responsible, through legal action or otherwise, if the Customer were to suffer damages from the rental of the Scooter or if the Customer were to cause injury or damages to any third party. ACCORDINGLY, THE CUSTOMER HEREBY IRREVOCABLY RELEASES SANTA'S VILLAGE TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL RESPONSIBILITIES, DUTIES, LIABILITIES, CAUSES OF ACTION AND CLAIMS WHATSOEVER THAT MAY ARISE FROM OR RELATE TO, IN ANY MANNER, THE CUSTOMER'S RENTAL OF THE SCOOTER. The Customer also

irrevocably waives, to the fullest extent permitted by law, any right to bring any such action or claim. THE CUSTOMER ALSO HEREBY AGREES TO INDEMNIFY SANTA'S VILLAGE, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES AND LIABILITIES WHATSOEVER (INCLUDING LEGAL FEES, COURT FEES, JUDGEMENTS AND SETTLEMENTS), AS AND INCURRED, THAT MAY ARISE FROM OR RELATE TO, IN ANY MANNER, THE CUSTOMER'S RENTAL OF THE SCOOTER. For the avoidance of any doubt, this means that if somehow there is some action or claim brought against the Santa's Village that may arise from or relate to, in any manner, the Customer's rental of the Scooter, or if Santa's Village incurs any related losses, costs or expenses, the Customer will be personally responsible to make Santa's Village whole.

3. This Agreement constitutes the entire agreement among the parties with respect to its subject matter, superseding all prior agreements or understandings, whether oral or written, among the parties with respect to its subject matter, shall be governed by the laws of the State of New Hampshire and shall be binding and insure to the benefit of the parties hereto and their executors, administrators, heirs and assigns.

DATE: _____

Customer

X

I have received my photo ID back at the end of my scooter rental.

Customer

X

Witness (Santa's Village, Inc.)

Customer Phone Number (_____) _____

** Please put best phone number the guest can be reached at while away from their home.