General rental conditions: electric scooter

**Article 1** - Subject of the contract: renting a Scooter of the Govecs 2.4 type, equipped with the basic amenities provided by e-bikewinetours, hereinafter 'the hirer'. The Scooter, its accessories and its basic equipment leased under the terms of the present, alone or collectively, are designated goods leased.

**Rentals conditions**
The hirer undertakes towards the customer whose signature appears on the front and on the back of this contract, to rent the vehicle identified on the front page. This location, which is personal and non-transferable, is concluded for such term as specified on the front of this contract. • By signing this contract, the client approved the vehicle in the State in which it is located, as mentioned on the front hereof, ets’ forces to back in the same State of market and in the same aesthetic State. Customer acknowledges rent the vehicle and its accessories in a satisfactory condition to the conditions imposed by the highway code. Any reservation on the State of the vehicle shall be formulated by the client, in the space dedicated to this effect on the front of this contract, at the time of the vehicle support. No claims on the State of the vehicle will be acceptable once the contract signed. Owner delivers to the customer, handing the keys to the vehicle, an insurance certificate, a photocopy of the gray card and a report of accident. The customer to bear alone the consequences of non-submission of these documents to police officers.

**Article 2** - basic equipment of the Scooter: each rented scooter is equipped with: front and rear lighting, battery, helmet, lock jaws and chain, odometer, doorbell, and gps Garmin Type Garmin Edge touring

**Article 3** – Conditions of use: the lessee certifies be fit to be able to use the rented property and declares not to have a medical contraindication. A minor must be accompanied by a responsible adult. The tenant undertakes to use the rented property itself. The loan or sub-letting of the rented property is strictly prohibited. The tenant agrees not to intervene on the rented property malfunction without the agreement of the lessor. The lessee undertakes to use the rented property as a good father. It is guardian of the rented property and remains responsible for their use both with respect to the leased goods themselves as against third parties. The tenant undertakes to respect the highway code. The wearing of helmets by the tenant is obligatoririle by the lessor. The tenant acknowledges that the owner offered him a helmet on loan. When parking the bike, it is mandatory for the tenant to ask the lock (jaw longer chain). Scooter: Were can roll with 2 persons the total weight of the two persons is limited to max. 150kg. . The tenant is obligation to follow roads and marked by GPS tours, when he loses the road it is advisable to make a half turn. When the tenant wants to use other roads not indicate, it is in are own responsibilities! The tenant has ban of up and down sidewalks on the scooter

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**Article 4** - support the tenant enjoys support in the event of breakage of the Scooter of incident or accident. The hirer undertakes to send on the spot, as soon as possible. When there are no other free scooter a
convenience store that replace an electric bike. This support is geographically limited on the routes indicated by the GPS. This assistance is available during opening hours. Assistance is free.

Article 5 – Taking effect, availability and restitution: the lease takes effect at the time when the tenant takes possession of the rented property supplied to him. This contract is in force for the duration of the rental. If the tenant keeps the bike and accessories beyond this period without having regularized his situation, he loses the benefit of the guarantees provided for in the contract. The lessee acknowledges receipt of the property rented in good operation with basic equipment. He personally had any latitude to check the rented property and select according to their needs. The tenant agrees to return the rented property in the State in which it leased them, except for normal wear and tear.

Article 6 – Payment and modes of delivery: the entire service is regulated by the tenant under the following conditions: - at the time of the conclusion of the contract in the event of immediate provision of the rented property - at the time the order in case of booking in-situ or via the internet. The accepted payment methods are: credit card, cheques and cash. In all cases the deposit is taken at the time of disposition of the property rented.

Article 7 -Booking - Cancel any reservation gives rise to the perception of a deposit of 100%. The tenant has the right to cancel a reservation under the following conditions: in case of cancellation of the booking, you pay: 10% of the total cost if more than 7 days prior to activity, 30% of the cost total between 7 days and 24 hours prior to the activity, 100% of the total cost if less than 24 hours before activity. -Cancellation without reason and refund of the deposit. -In the way of compensation e-bikewinetours retains the deposit paid. -Less than 24 hours before the provision: completeness of the service ordered is billed to the tenant who undertakes to settle. Cancellation fees will not be paid when the cancellation is caused by the disease duly justified by the tenant, or proven detestable weather conditions (storm)

Article 8 -Liability - Damages to the rented property - theft: the tenant releases e-bikewinetours from any liability arising from the use of the rented goods including as regards the consequences, tangible and intangible of accidents of all kinds. The lessee declares to be the holder of a personal liability insurance which guarantees the responsibility incurred when you use property leased by itself, persons it has both guard as his servants. Subject to what is said in article 9 below, the tenant has no coverage for damage or theft suffered by the rented property and personally liable for such damage, breakage and theft. Damage to the rented property, theft or loss of the rented property will be charged to the tenant according to the tariff in force following fixed "degraded parts nomenclature".

Article 9
-Insurance • the leased vehicle is provided to the third party.
• The deductible is €4900 responsible for disaster (disaster without third party identified accepting responsibility for the disaster) or vol. • any troubleshooting disaster (responsible or not) is the responsibility of the customer.
• Impound fees are the responsibility of the customer.
• Towing charges are the responsibility of the customer.
• Accessories, not insured, are the responsibility of the customer in case of theft or damage, that the client expressly acknowledges.
• The client undertakes to notify immediately and without delay the lessor in the event of accident, fire or theft of the vehicle, and make a written declaration to the hirer by registered letter with acknowledgement of receipt, within the 48 hours following the disaster. The declaration must contain all the information relating to the circumstances of sinister said, to the identity of the parties involved, and must be accompanied by a copy of report.
• If the customer does not declare an accident to the hirer, the client must pay the full amount of expenses
(third party and/or e-bikewinetours). If the observation is incorrectly filled, poorly educated, poorly written, with errors, client may be contested its liability. Any finding unsigned by a third is leads the total liability of the client in the sinister said.

- The customer certifies have all permits, certification, training, etc… necessary for the conduct of the vehicle described on the front of this contract. The responsibility of e-bikewinetours will not be liable if the customer is not in accordance with the legislation in force. If a disaster occurs if the client is not in good standing with the law, all of the repair costs for the leased vehicle are the responsibility of the customer.

Damage to the rented property - flight - Assistance insurance: the Scooter are not insure against theft or damage, the tenant is still responsible for the bike. In the case of homage or theft it is oubliger depayer all fees to e-bikewinetours parking your scooter • never leave your scooter without lock, even if you leave it for a few seconds.

**Article 10** - Caution: when providing leased property, the tenant pays a (by credit card or cash) bail set at: - €400 per Scooter - this deposit is not cashed during the duration of the rental. A restitution of the property rented the deposit shall be refunded to the lessee. The lessee authorizes the lessor a levy on the deposit owed: - in respect of the franchise, - repair of damage and theft whose costs are fixed - after: "degraded parts nomenclature". - to compensation for late return of the rented property. It is expressly agreed that the amount of the deposit could not constitute a warranty, the lessor retaining, as appropriate, the right to sue the tenant in order to obtain full compensation for his loss.

**Article 11** - Restitution: Restitution of the rented property will be the contractual deadline being specified that: - for rentals in half a day, the rented property must be returned before 1:30 pm or 6:30 pm depending on whether the day is morning or afternoon. - for rentals on the day the rented property must be returned before 18:30. Any late return will result in the application of a flat-rate penalty at the rate of one day of rental per half day or day of delay.

**Article 12** - Eviction of the lessee: leased assets may not be ceded or collateral. The tenant agrees generally with consent with respect to the leased goods no real right or otherwise, for the benefit of anyone, capable of affecting the enjoyment or to limit the availability or full ownership of the lessor.

**Article 13** - Dispute: Any dispute any relating to the execution, interpretation or termination of this agreement, the competent court will be the headquarters of the owner to which the parties attribute exclusive jurisdiction.

**Article 14** Alcohol & drugs when you go tasting, takes into account that taste is not drink! You are obliged to follow the the French! It is illegal to move bike under the influence of drugs. It is a question of security for you - and for other users. Take advantage of our region, but respect your limits and let a beautiful day not finish at the hospital.

**Article 15** The client pay all fines and expenses for all traffic violations, parking, non-presentation of the papers of the vehicle and the day insurance sticker (the customer must go to the premises of the owner, if during the rental, the sticker is no longer up-to-date in order to receive a valid vignette. Fines related to this offence will be the responsibility of the customer).

**Article 16** Fees, in the event of verbalization, to rule at e-bikewinetours, are € 30. The preauthorization laid down in the face of this contract will be charged with a value equivalent to the amount of the offence more €30 booking fee per infraction. This pre-authorization will be retained for one month after the term of this agreement. The client undertakes to pay by transfer folder and ticketing costs if the preauthorization is not usable.

- If the client loses ignition switch or lock key, the client undertakes to pay to e-bikewinetours the equivalent price of the replacement.
**PROHIBITIONS** the vehicle cannot be driven by someone else the client, must released of Metropolitan French, can not be used for the transport of persons without express written consent of the owner!

**Article 17**: DEPOSIT equal to the franchise.

- The bail attached to the front, will remain assigned to the hirer in any property, to the extent of the sums due by the client, case of non-payment rent or return the vehicle in a non-compliant State to that in which it was issued, and this tek noted on the back hereof, or vol. • If the amount of the rental balance due by the customer to return of vehicle is greater to the amount of the deposit, the customer undertakes to immediately pay the total due amount. If the amount is less, the lessor undertakes to render immediately by transfer the balance to the client.

- If the customer does not declare an accident to the hirer, the client must pay the full amount of expenses (third party and/or e-bikewinetours). If the observation is incorrectly filled, poorly educated, poorly written, with errors, client may be contested its liability. Any finding unsigned by a third is leads the total liability of the client in the sinister said.

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**Full Name**

**Date**

**Signature**