

# General rental conditions: electric bike N° .....

**Article 1** - Subject of the contract: The rental of an electric bicycle type Nortax Xtra M60, with Tranz-X M25 mid drive motor, and equipped with the basic equipment provided by e-bike winetours, hereinafter called 'The Lessor'. The Bicycle, its Accessories and its Basic Equipment leased under the terms of the present, alone or collectively, are designated "Leased Goods."

**Article 2** Basic equipment of the bike: each rented bike is equipped with: front and rear lighting, battery, helmet, fixed lock and chain lock, bike bag, odometer, bell and Garmin gps Edge Touring.

**Article 3** – Terms of use : the Lessee certifies to be fit and 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 Lessee agrees to use the "Leased Goods" himself. The loan or sub-letting of the Leased Goods is strictly prohibited. The Lessee agrees not to intervene when the Leased Goods malfunction without the agreement of the lessor. The Lessee agrees to use the Leased Goods with all reasonable and usual care, skill and forethought. He acts as the guardian of the Leased Goods and is responsible for their use both with respect to the Leased Goods themselves as against third parties. The Lessee undertakes to respect the highway code. The Lessor obliges The Lessee to wear a helmet. The Lessee acknowledges that the owner offered him a helmet on loan. When parking the bike, it is mandatory for The Lessee to use both locks (fixed and chain). Bike: Its use is strictly prohibited to persons of more than 115 kg. Luggage carrier: Their use is strictly limited carrying non-large objects not exceeding a weight of 10kg, included those in the bike bag. It cannot be used to carry a person. Baby seat: its use is limited to children aged 2 to 6 years whose weight is between 8 and 15kg. The baby must be properly strapped in using the belts provided for this purpose. The Lessee is obligated to follow the roads marked by the GPS tours, when he loses his way, he is strongly recommended to make a 180 degree turn. When The Lessee wants to use other roads not indicate, that is on his own responsibility! The Lessee is prohibited to ride the bicycle up and down sidewalks.

**Article 4** - Support The Lessee enjoys assistance in case of defect, incident or accident. The Lessor undertakes to send, as soon as possible, an other electric bike. This support is geographically limited to the routes indicated by the GPS. This assistance is available 7 days a week from 9 h to 18 h. The assistance is free of charge: in any case, in the event of problem inherent to the bike (breakage, rupture of a brake cable, chain problems...).

**Article 5** – Taking effect, availability and restitution: The Lease takes effect at the time when the Lessee takes possession of the Leased Goods supplied to him. This contract is in force for the duration of the rental only. If the Lessee 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 the receipt of the Leased Goods in good condition with basic equipment. He personally had the opportunity to check the Leased Goods and select them according to his needs. The Lessee agrees to return the Leased Goods in the state they were provided to him, except for normal wear and tear.

**Article 6**– Payment and modes of delivery: The entire service is paid for by the Lessee under the following conditions: - at the time of the conclusion of the contract in the event of immediate provision of the Leased Goods - at the time of 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 Leased Goods.

**Article 7 - Reservation - Cancellation** Any reservation gives rise to the payment of a deposit of 100%. The Lessee 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 the activity. - Cancellation without reason and refund of the deposit. -As a compensation e-bike winetours 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 a disease duly justified by the Lessee, or proven terrible weather conditions ( storm).

**Article 8 - Liability - Damages to the rented property - Theft:** The Lessee releases e-bike winetours from any liability arising from the use of the Leased Goods including the physical, tangible and intangible consequences of accidents of all kinds. The Lessee declares to be the holder of a personal liability insurance which guarantees the responsibility incurred when he uses the Leased Goods himself, or people under his custody as his servants. Apart from what is said in article 9 below, the tenant has no coverage for damage or theft suffered by the Leased Goods and is personally liable for such damage, breakage and theft. Damage to the Leased Goods, theft or loss of the Leased Goods will be charged to the Lessee according to the tariff in force following fixed "degraded parts nomenclature".

#### **Article 9 - Insurance**

- The bicycle has a third party insurance
- The deductible is €1900 in case of a disaster (disaster without third party identified accepting responsibility for the disaster) or theft.
- any troubleshooting in case of a 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, loss 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 said disaster, 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-bike winetours). If the observation is incorrectly filled, poorly written, with errors, the client's non liability may be contested. Any finding unsigned by a third party leads to the total liability of the client in said disaster.

**Damage to the rented property - theft - Assistance insurance:** the bicycles are not insured against theft or damage, the Lessee is still responsible for the bike. In the case of damage or theft he is obliged to pay all fees to e-bike winetours.

Never leave your bike unlocked, not even if you're only leaving it for a couple of seconds.

**Article 10 - Deposit:** When the Leased Goods are made available to him, the Lessee pays a (by credit card or cash) bail set at: - €200 per bike - this deposit is not cashed during the duration of the rental. Upon the restitution of the Leased Goods 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 which costs are fixed hereinafter: "degraded parts nomenclature". -to compensation for late return of theLeased Goods. 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 Leased Goods will be the contractual deadline being specified that:  
-for rentals in half a day, the rented property must be returned before 1:00 pm or 6.00 pm depending on whether the half day is morning or afternoon. -for all day rentals the Leased Goods must be returned before 6.00 pm. 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 goods may not be ceded or collateral. The Lessee agrees not to onsent with respect to the leased goods any 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:** In the event of any dispute regarding the execution, interpretation, or termination of this contract, the competent court will be that of the jurisdiction where the client resides at the time of the conclusion of the contract or the occurrence of the harmful event.

**Article 14 Alcohol & drugs**

When you go tasting, take into account that tasting is not drinking! You are obliged to follow the French regulations!

It is illegal to ride a bike under the influence of drugs. It is a question of security for you - and for other users. Enjoy our region, but respect your limits and do not let a beautiful day finish at the hospital.

Any fine or cost for traffic or other infractions will be at the client's responsibility.

*Full Name*

*Date*

*Signature*