**Bike Rental Agreement**

**IMPORTANT - READ THIS CAREFULLY BEFORE AGREEING TO RENT A BIKE.**

For the purposes of this Agreement,

(a) a “Bike” is any type of bicycle, electric or otherwise, made available for rent through EBIKEEXPEDITIONS.COM (the “Site”), and any affiliated website owned and operated by EBIKE EXPEDITIONS LLC. (the “Site”);

(b) the “Renter” is the person renting the Bike and any other equipment using an account created on the Site, and “EBIKE EXPEDITIONS LLC” is the owner or authorized agent for the Bike made available for rent via the Site. This Bike Rental Agreement (“Agreement”) is a binding agreement between Renter and EBIKE EXPEDITIONS LLC. EBIKE EXPEDITIONS LLC enters into this Agreement and allows Renter to rent and use the Bike, along with any associated equipment (the “Rental”) only on the condition that Renter accepts all of the terms and conditions in this Agreement.

By entering into this Agreement to rent and use the Bike, Renter acknowledges that

• Renter has read and understood this Agreement;

• Renter agrees to be bound by all the terms of this Agreement;

• Renter is knowledgeable with respect to the type of equipment being rented and adjustments required for safe operation and use; and

• if Renter is not properly qualified with respect to operating a bicycle, as applicable, Renter is hereby advised to seek assistance of a qualified technician with proper evaluation, adjustment and tuning of equipment.

**IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO RENT THE BIKE OR ANY OTHER EQUIPMENT.**

This Agreement is effective on the date Renter agrees to the terms and conditions as provided herein (“Effective Date”). Renter and EBIKE EXPEDITIONS LLC agree as follows:

**1. RENTAL**

**1.1 Agreement to Rent.** By accepting this Agreement, EBIKE EXPEDITIONS LLC agrees to rent the Bike to Renter, and Renter agrees to rent the Bike from EBIKE EXPEDITIONS LLC, on the terms and subjects to the conditions set forth herein, and for the period agreed via the Site (the “Rental Period”).

**1.2 Refunds and Cancellations.** All Rentals are subject to our Cancellation Policy, which is set forth as Exhibit A below and additionally at ebikeexpeditions.com

**RENTER OBLIGATIONS**

**1.3 Usage.** No other person may drive or otherwise operate the Bike except Renter. Renter is prohibited from carrying any passengers on the Bike at any time. Renter may not add any kind of seat or modification to allow someone to ride on the rear fender of a rented bicycle, and no one may ride on the handlebars of a rented bicycle at any time. Renter is prohibited from pulling or towing any passenger or object with the Bike at any time (except for bike trailers, when authorized by EBIKE EXPEDITIONS LLC). Renter is also responsible for making proper adjustments to the Bike and associated equipment, if any, to match Renter’s height, weight, and skill level. The renter is advised to seek professional assistance with these adjustments. Without limiting the assumption of risk and waivers set forth in Section 3, Renter knowingly and voluntarily waives any claim it may have against EBIKE EXPEDITIONS LLC, and its successors, assigns, members, managers, agents, and employees, with respect to the proper adjustment helmets, pedals, seat posts and other equipment. The renter must follow all laws, ordinances, rules and regulations, as well as all posted signs and warnings. Renter should always be aware of road and trail conditions, as well as weather and other environmental factors which may affect the safe operation of the Bike. Renter is responsible for securing the Bike at all times, including the use of theft prevention devices, where appropriate, and only storing the Bike in an enclosed area at night. Renter is also responsible for any injuries to themselves or to other people, or damage to the Bike or to any other property during the Rental Period regardless of cause or fault.

**1.4 Return.** Renter agrees to return the Bike to EBIKE EXPEDITIONS LLC in the same condition as received, except for ordinary wear and tear and ordinary adjustments meant to fit the Bike to the user’s height, weight, and skill level, on the due date and time and at the location specified by EBIKE EXPEDITIONS LLC at time of rental. Renter understands that there will be additional charges if the Bike is returned at a different time, date, or location than indicated in this Agreement, including late charges and additional rental charges at no less than the daily or hourly rate applicable to the Rental. If Renter fails to return the Bike at the agreed date, time and location, and has not agreed with EBIKE EXPEDITIONS LLC on an alternate delivery time and location within 24 hours of the scheduled delivery time, or Renter fails to return the Bike at the rescheduled time and place, then (a) EBIKE EXPEDITIONS LLC shall determine that Renter does not intend to return the Bike; (b) EBIKE EXPEDITIONS LLC will charge Renter’s payment method for the full retail value of the Bike, along with any other fees due to EBIKE EXPEDITIONS LLC; (c) EBIKE EXPEDITIONS LLC may lawfully repossess the Bike; and (d) EBIKE EXPEDITIONS LLC may exercise any other rights or remedies, and take any other appropriate measures, to repossess the Bike and/or collect the full amount owed by Renter hereunder

**1.5 Repossession.**

EBIKE EXPEDITIONS LLC may repossess the Bike at any time if: (a) the Bike is used in violation of law; (b) it appears the Bike is abandoned, (c) the Bike is used in violation of any term or condition in this Agreement, (d) Renter fails to return the Bike when due. EBIKE EXPEDITIONS LLC is not required to notify Renter in advance of repossession.

**1.6 Prohibited Use.** Use of the Bike is restricted to the general geographical area agreed upon by Renter and EBIKE EXPEDITIONS LLC. Renter will not operate Bike outside of this area and will not remove Bike from this area. Renter agrees not to use or permit the Bike to be used for hire or in any location that operation would be illegal or a nuisance to others. Renter will not use or permit the Bike to be used for any illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Renter liable to EBIKE EXPEDITIONS LLC for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph. Bikes may not be stored outside overnight, with or without theft prevention devices.

**1.7 Responsible Consumption.** Renter covenants and agrees not to operate the Bike while impaired due to consumption of alcohol or any other controlled substance, including any prescription medication which may impair the Renter’s ability to safely operate the Bike.

**1.8 Damage to Bike.** Renter shall pay EBIKE EXPEDITIONS LLC for all losses and/or damage to the Bike, except for ordinary wear and tear that does not impact the usability of the Bike or significantly impact the resale value of the Bike, regardless of cause or fault (e.g. Renter agrees to pay for the loss or damage even though someone else caused the damage or is at fault). The determination of whether damage impacts the usability or resale value of the Bike shall be made by EBIKE EXPEDITIONS LLC in its sole discretion. Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible, and regardless of any measures Renter may have taken to secure or protect the Bike. If the Bike is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value, if any. If the Bike is damaged beyond reasonable repair (as determined by EBIKE EXPEDITIONS LLC ), Renter shall be responsible for the retail fair market value of the Bike, less any salvage value if applicable. In addition to the above, Renter shall also be responsible for the reasonable down time (“Loss of Use”) if the solution for the case takes more than 10 business days, reasonable administrative fee as determined by EBIKE EXPEDITIONS LLC or specified by law, plus any towing, pick-up and/or storage charges. In the event of theft, Renter shall be responsible for paying Loss of Use at the daily rate for each 24 hours Renter delays in paying the total loss. Renter is also responsible for any loss if Renter: (a) abuses the Bike or uses or operates the Bike other than as specified in this Agreement; (b) drives or uses the Bike recklessly; (c) drives or uses the Bike while impaired due to the ingestion of alcohol or a controlled substance; (d) fails to promptly report an accident to the police and EBIKE EXPEDITIONS LLC; (e) fails to complete an accident report; (f) obtains the Bike through fraud or misrepresentation; or (g) uses the Bike for an illegal purpose. Renter authorizes EBIKE EXPEDITIONS LLC to collect from a responsible third party any applicable loss and/or damage.

“Wear and Tear” includes all cosmetic damage, including scratches that do not affect the integrity or functionality of the Bike. The determination of "Wear and Tear" shall be made by EBIKE EXPEDITIONS LLC in its sole discretion. Examples of “Wear and Tear” include: \* Cosmetic damage to frame (Paint chips, light scratches, dents less than ½” in diameter) \* Cosmetic damage to bicycle components (Scratches to grips, seat, derailleur, pedals,etc.) \* Cosmetic damage to bicycle accessories explicitly included in the rental description (Scratches to lights, saddle bags, bells, etc.) \* Wear to consumable items on the Bike (Brake pads, tire treads, bicycle chain, wheel true, shifting alignment) Examples of Damage as opposed to “Wear and Tear” for clarity: \* Penetration or cracks in bicycle frame \* Deep scratches in frame or components (5mm depth) \* Tears in bicycle seats or grips \* Bent wheels \* Bent derailleur arm, and other damage.

**1.9 Payment.** Renter agrees to pay upon demand all rates, charges, (including those applicable to miscellaneous services and equipment), plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Rental, including, without limitation, charges for loss and/or damage to the Bike. Renter specifically agrees and authorizes EBIKE EXPEDITIONS LLC to apply any charges to the method of payment used by Renter at the time of rental.

**1.10 Booking and Payment.** Renter authorizes EBIKE EXPEDITIONS LLC to charge the amounts due as a result of the Booking Rental process to Renter’s credit card. Charges for upcoming rentals will be processed at the time of the booking EBIKE EXPEDITIONS LLC may cause an additional charge authorization to be processed against Renter’s credit card or other payment method as a security deposit, which will be credited back to Renter’s payment method upon satisfactory return of the Bike without damage or delay. EBIKE EXPEDITIONS LLC is also authorized to make additional charges to Renter’s credit card related to late return fees, Bikes that are lost or damaged during the Rental Period.

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**1.11 Ownership.** The Bike, at all times, remains the exclusive property of EBIKE EXPEDITIONS LLC. Renter is responsible for damage to or loss of Bike. If the Bike is lost, destroyed or damaged beyond repair in the judgment of EBIKE EXPEDITIONS LLC, Renter agrees to pay EBIKE EXPEDITIONS LLC the value of Bike.

**2. RISK AND LIABILITY TERMS**

**2.1 Acknowledgement of Risks.** Renter understands and acknowledges that the Bike is provided “as is” and without warranties of any kind, express or implied. Renter further understands and acknowledges that bicycling is a hazardous activity that entails known and unanticipated risks which could result in physical injury, disability, death, or damage to self, to property, or to third parties. Renter understands that such risks cannot be eliminated by EBIKE EXPEDITIONS LLC. The risks include, without limitation, falling, collision with highway or roadway vehicles, striking obstructions or other person, unsafe speed of travel for conditions, equipment failure, and weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration), and other risks. Renter acknowledges all the risks of operating a Bike on streets, roads, ungroomed trails, bike paths, bike lanes, in traffic and any other environment where the Bike might be used, including but not limited to the risks of serious bodily injury or death from falling off the Bike, colliding with other bicycles, motorcycles, motor vehicles or other objects, hitting potholes, trees, poles or lifts, or suffering sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, brakes failing, or other mechanical failure, and hazards relating to terrain and weather conditions. Renter understands that protective gear such as helmets, eye protection and gloves are recommended, but they do not eliminate the risk and may not reduce the risk of injury or death in the event of an accident.

**2.2 Assumption of Risk.** RENTER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUMES ALL RISKS RELATED TO THE OPERATION AND POSSESSION OF THE BIKE, INCLUDING, WITHOUT LIMITATION ANY BODILY INJURY OR DEATH TO THEMSELVES OR ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE BIKE. DESPITE KNOWING ALL ASSOCIATED RISKS, RENTER FREELY ASSUMES ALL RISKS OF PERSONAL INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE IN THE OPERATION OF THE BIKE AND RENTER AGREES TO HOLD EBIKE EXPEDITIONS LLC, MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND/OR ASSIGNS, HARMLESS FROM ALL CLAIMS OF INJURY, DEATH OR DAMAGE.

**2.3 Waiver and Release.** In consideration of EBIKE EXPEDITIONS LLC renting the Bike, Renter specifically releases and forever discharges EBIKE EXPEDITIONS LLC, and its members, managers, officers, agents, employees, successors and assigns, from any and all liability or claims for injury, death or loss of or damage to property which Renter may suffer while renting this Bike and participating in associated activities. This discharge specifically includes, but is not limited to, liability or claims for injury, death or damage caused by the negligence of EBIKE EXPEDITIONS LLC, or its members, managers, officers, agents, employees, successors and assigns. It is the express intent of this Agreement that Renter release EBIKE EXPEDITIONS LLC, and its members, managers, officers, agents, employees, successors and assigns, and hold them harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of EBIKE EXPEDITIONS LLC or whether based upon breach of contract, breach of warranty, or any other legal theory. In agreeing to this Agreement, Renter fully recognizes that if injury, death or damage occurs while engaged in renting this Bike or participating in bicycling, or any other activity associated with the Bike, Renter will have no right to make a claim or file a lawsuit against EBIKE EXPEDITIONS LLC or its members, managers, officers, agents, employees, successors and assigns,, even if any of them negligently cause any injury, illness, death or damage.

**2.4 Indemnification.** Renter agrees to indemnify and hold harmless EBIKE EXPEDITIONS LLC and its members, managers, officers, agents, employees, successors and assigns,, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including attorney's fees) arising from, related to, or in any way connected with, or resulting from Renter’s participation in this activity or use of the Bike, including the possession, use, operation, or return of the Bike, and including any such claims which allege negligent acts or omissions on the part of EBIKE EXPEDITIONS LLC, or its members, managers, officers, agents, employees, successors and assigns. Should EBIKE EXPEDITIONS LLC or anyone acting on its behalf, be required to incur attorney’s fees and costs to enforce this agreement, Renter agrees to indemnify and hold EBIKE EXPEDITIONS LLC harmless for all such fees and costs.

**3. THIRD PARTY CLAIMS**

EBIKE EXPEDITIONS LLC shall NOT be responsible if Renter causes injury to another person or if Renter damages another bicycle, vehicle, or personal property of another. Renter agrees to protect, defend, indemnify and hold EBIKE EXPEDITIONS LLC, and its members, managers, officers, agents, employees, successors and assigns, harmless and pay any claim, including attorneys’ fees, brought by a third party arising out of Renter’s use of the Bike and for any liability associated with any personal injury, death or property damage as a result of Renter’s use of the Bike.

**3.1 Insurance.** Renter certifies that he or she has adequate insurance to cover any injury or damage Renter may cause or suffer while using or operating the Bike, or else Renter agrees to bear the costs of such injury or damage. Renter understands and agrees that EBIKE EXPEDITIONS LLC may make a claim against any insurance coverage Renter maintains, whether liability, casualty, personal or health insurance, in the event of any loss, injury, death or damage to person or property while using or operating the Bike. Neither the maintenance of, or failure to maintain, adequate insurance shall relieve Renter of any liability hereunder.

**3.2 Physical Condition.** Renter understands the he or she should be in good physical health to participate in bicycling. Renter certifies that Renter has no medical or physical conditions which could interfere with Renter’s safety in this activity, or else Renter is willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

**4. GENERAL PROVISIONS**

**4.1 No Warranty.** THE BIKE IS PROVIDED TO RENTER ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BIKE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, EBIKE EXPEDITIONS LLC DOES NOT WARRANT THAT THE BIKE OR ANY RENTAL WILL MEET RENTER’S REQUIREMENTS.

**4.2 Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Ebike Expeditions LLC, OR ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM ANY RENTAL OR THE USE OF, OR INABILITY TO USE, THE BIKE.

(b) IF Ebike Expeditions LLC, OR ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ARE FOUND TO BE LIABLE, SUCH LIABILITY TO RENTER OR TO ANY THIRD PARTY IS LIMITED TO THE TOTAL RENTAL FEES PAID HEREUNDER.

(c) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF Ebike Expeditions LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

**4.3 Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by Renter. EBIKE EXPEDITIONS LLC may assign this Agreement, in whole or in part, at any time, with or without notice to Renter.

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**4.4 Governing Law.** This Agreement shall be governed by the internal substantive laws of the State of Maine, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between Renter and EBIKE EXPEDITIONS LLC that arises in whole or in part from the rental of the Ride shall be decided exclusively by a court of competent jurisdiction in the State of Maine.

**4.5 No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

**4.6 Entire Agreement/Severability.** This Agreement shall constitute the entire agreement between Renter and EBIKE EXPEDITIONS LLC concerning the rental of the Bike. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

**Exhibit A: Ebike Expeditions Tour and Bike Rental Cancellation Policies**

All Rentals are subject to our Cancellation Policy, which is set forth below and additionally at https://ebikeexpedition.com

**Cancellation Policy is as follows:**

**All cancellations must be in writing and sent to** **ebikeexpeditions@outlook.com**

**More than 24 hours notice:**

* All reservations canceled with more than 24 hours notice will incur a 10% cancellation fee.
* Reservation must be canceled by 9:00 AM the day before the scheduled rental.

**Less than 24** **hours notice:**

* Reservations canceled with less than 24 hours notice will receive no refunds whatsoever.
* 24 hours are defined as 9:00 AM the day before the scheduled rental.

**Changes:**

* All changes that result in a refund will incur a 10% change fee on the refunded amount.
* There is no charge for changes that do not require a refund.

**No refunds will be given if:**

* Renter returns early
* Renter picks up late

**Exclusions:**

* Extreme weather conditions as listed below:
* Large amounts of rainfall that make riding dangerous and could cause trail damage
* Accumulating snow
* Injury

**It is the Renter's responsibility to ensure that rental dates are correct. You will receive your confirmation via email and text message, including a reminder email.** EBIKE EXPEDITIONS LLC **is not responsible for incorrect dates. There will be no refunds given for missed reservations.**

If a Bike Rental must be canceled during the Bike Rental Period due to a mechanical failure, the Renter will be eligible for a full refund, any refunds shall be calculated on a pro rata basis based on the number of minutes elapsed compared to the total number of minutes in the Bike Rental Period

**Cancellations due to an emergency or safety issue**

We understand that emergencies happen. No penalties will be applied for valid cancellations with documented reasons, or for cancellations made for valid safety reasons. We may ask you to provide documentation for a cancellation due to an emergency.

**Cancellations due to extenuating circumstances**

If you need to cancel an EBIKE EXPEDITIONS LLC Rental because of an unexpected circumstance that is out of your control, we might be able to give you a refund or waive any penalties for cancelling. Before you cancel, please check that your circumstance is included in the list below and that you have the required documents.

**Circumstances that require documentation**

Death of an immediate family member. You’ll be asked to provide one of these documents: Death certificate or Obituary News article naming the deceased. Government-mandated obligations including jury duty, travel restrictions, court appearances, and military deployment. You'll be asked to provide a copy of the official notice dated after Bike Rental was booked, including the name of the person fulfilling the obligation. Airport and road closures that make it impossible to travel to your destination. This includes closures caused by natural disasters like earthquakes or severe storms. You’ll be asked to provide a notice of the road closure, or notice of the airport closure and proof that the flight was canceled.