

# Adventures By The Sea, Inc.

299 Cannery Row, 210 Alvarado Street & 685 Cannery Row, Monterey, CA 93940 (831) 372-1807  
Electric Bicycle Rental Form and Acknowledgement of Financial Liability

1. General - These Terms and Conditions form a Rental Agreement (herein "Agreement"), which consists of this Rental Agreement (both front and reverse sides), the Terms and Conditions stated herein, and a return document with final changes.

This Agreement is between the bicycle renter as identified in this Agreement (herein "Renter") and Adventures by the Sea, Inc., and covers the rental of the bicycle equipment ("Bicycle") for the purpose of Rental Agreement.

The word "Bicycle" means the two-wheeled electric bicycle provided to Renter by Adventures by the Sea, Inc. and includes the frame, two tires, seat, electric power, battery, lights, miscellaneous equipment, accessories (bike rack, lock) and safety gear (helmet, braking system).

2. Authorized Drivers/Prohibition on Passengers - No other person may drive or otherwise operate Bicycle except the Renter.

Renter is prohibited from carrying any passengers on the Bicycle at any time.

Renter may not add any kind of seat or modification to allow someone to ride on the rear fender, and no one may ride on the handlebars at any time.

Renter is prohibited from pulling or towing any passenger or object with the Bicycle at any time

**Renter must be at least 13 years of age**

No one other than the renter is allowed to ride Bicycle at any time.

3. Bicycle Return - Renter agrees to return the Bicycle to Adventures by the Sea, Inc. in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due date and time and at the location specified by Adventures by the Sea, Inc. at time of rental.

Renter agrees to return the Bicycle sooner if so demanded by Adventures by the Sea, Inc. Renter understands that there may be rate or special charges if Renter returns the Bicycle at a different time, date, or location than indicated in this Agreement.

4. Renter agrees to pay a reasonable fee for cleaning the Bicycle if the Bicycle is returned with excessive stains, dirt or soilage attributable to Renter's use.

5. Start of Rental - The rental commences after the Adventures by the Sea, Inc. representative has informed the Renter of the proper and safe operation of the Bicycle and any additional instruction(s) as may be requested by Renter and Renter is aware of all dangers associated with operation the Bicycle, including the dangers of riding in traffic, on streets or other locations and that natural and man made hazards may exist. Renter agrees to assume all the risks associated with operating Bicycle.

6. Repossessing the Bicycle - Adventures by the Sea, Inc. may repossess the Bicycle at anytime if:

The Bicycle is used in violation of law; It appears the Bicycle is abandoned, The Bicycle is used in violation of any term or condition in this Agreement; Renter made a misrepresentation Adventures by the Sea, Inc., or Renter fails to return the Bicycle when due. Adventures by the Sea, Inc. is not required to notify Renter in advance of repossession.

7. Prohibited Use of the Bicycle - Renter will not use or permit the Bicycle to be used for hire, to be operated in a test, race or contest, or to be driven on any unpaved roads, in dirt or through water, or in public parks or on a designated bicycle trail if specifically prohibited, or in any location that operation would be illegal or a nuisance to others.

Renter will not use or permit the Bicycle to be used for an 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 Adventures by the Sea, Inc. for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

8. Damage to Bicycle - Renter shall pay Adventures by the Sea, Inc. for all losses and/or damage to the Bicycle, regardless of fault (e.g. Renter agrees to pay for the loss even though someone else caused the damage or is at fault). Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible.

If the Bicycle is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value (if any). If the Bicycle is damaged beyond reasonable repair (as determined by Adventures by the Sea, Inc.), renter shall be responsible for the retail fair market value less any salvage value if applicable.

In addition to the above, Renter shall also be responsible for the reasonable down time ("Loss of Use"), reasonable administrative fee as determined by Adventures by the Sea, Inc. 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: (1) abuses the Bicycle or violates any prohibited use or operation as specified in this Agreement; (2) drives recklessly; (3) drives while under the influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and Adventures by the Sea, Inc.; (5) fails to complete an accident report; (6) obtains the Bicycle through fraud or misrepresentation; or (7) uses the Bicycle for an illegal purpose.

Renter authorizes Adventures by the Sea, Inc. to collect from a responsible third party any applicable loss and/or damage. In the event Adventures by the Sea, Inc. obtains a recovery from a third party after Renter has paid Adventures by the Sea, Inc. for all or part of any loss, Adventures by the Sea, Inc. will refund to Renter any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorneys' fees.

9. Accidents - Third Party Claims - Adventures by the Sea, Inc. is not responsible if Renter causes injury to another person or if Renter damages another Bicycle, vehicle or personal property of another. Renter agrees to indemnify and defend Adventures by the Sea, Inc. and pay any claim brought by a third party arising out of Renter's use of the Bicycle and for any liability associated with any personal accident/injury as a result of Renter's use of the Bicycle.

Renter Assumes Risk of Injury. Renter fully assumes all risks, including but not limited to death or serious bodily injury, which may result from the operation of the Bicycle. Renter acknowledges all the risks of operating a Bicycle on streets, roads, bike paths, bike lanes, and in traffic, including but not limited to the risks of serious bodily injury or death from falling off the Bicycle, colliding with other Bicycles, motorcycles, motor vehicles or other objects, hitting potholes, or suffer sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, or brakes failing, and hazards relating to weather conditions.

Despite knowing all associated risks, Renter freely assumes all risks of personal injury and/or damage in the operation of this Bicycle and Renter agrees to hold Adventures by the Sea, Inc. harmless from all claims of injury or damage.

10. 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 Bicycle rental. Charges for loss and/or damage to the Bicycle in accordance with paragraph 8.

Renter understands that all charges are not final and are subject to audit. Renter specifically agrees and authorizes Adventures by the Sea, Inc. to make any charges by the method of payment used by Renter at time of reservation and/or rental, including Renter's credit card if that form of payment is utilized.

11. Credit Reserve and Payment - Renter understands that Renter must deposit an amount (to be used against the final bill) equal to the estimated total charge for the bicycle rental at the rates indicated in this

Agreement.

Renter authorizes Adventures by the Sea, Inc. to place any amount(s) due from Renter as a result of the Bicycle rental on to Renter's credit card, if that form of payment is utilized.

12. Property left in Bicycle - Adventures by the Sea, Inc. is not responsible for any personal property left on the Bicycle, and Renter assumes all risk of loss if Renter leaves any such personal item.

Renter agrees to indemnify Adventures by the Sea, Inc. in the event some third person leaves any personal items on the Bicycle.

13. Collections - All charges, fees and expenses, including payment for loss or damage to the Bicycle, are due upon Adventures by the Sea, Inc.'s demand.

