Terms of service

The following terms contain in this Terms of Service set out the terms and conditions for the Services provided by 719 SKI BIKE LLC ("**719 SKI BIKE**") and any person renting Equipment (each a "**Renter**").

# **Equipment and Services**

719 SKI BIKE provides Ski Bike rentals, bike rack rentals, bike tailgate pad rentals, bike lock rentals, and the option for pick up and drop to user locations collectively, the ("**Services**").

## **Ski-Bike Rentals**

Winter bike rentals are provided by 719 SKI BIKE from the 1st of November the 30th of May and allow Renters to rent ski bikes outfitted for winter use for a Twenty-four (24) hour period (the "**Winter Rentals**"). Renters will meet an 719 SKI BIKE representative at a pre-determined meeting location to receive the bikes or will renters will assume bikes from a pre-determined location via renter pick-up through a contactless meeting/bike lock key code.

(B) **Equipment.**

719 SKI BIKE provides the following:

Ski Bike rentals, bike rack rentals, bike tailgate pad rentals, bike lock rentals. (collectively and as dependant on the season in which the Activities take place, the "**Equipment**")

## No other equipment is provided and renters are to dress appropriately for changing mountain weather conditions and are to provide all other items they may require.

## **Transport and Equipment Delivery**.

Any transport that 719 SKI BIKE agrees to provide will incur addition charges. 719 SKI BIKE can be contacted directly for a summary of transport charges. Transportation will incur additional fees depending on the amount of travel required.

Equipment can be delivered to locations within the City Colorado Springs, CO.

All pick-up and delivery locations will be confirmed by 719 SKI BIKE on the date before Services are provided.

# **Acceptance of Terms**

## By booking a rental with 719 SKI BIKE, you agree to the following Terms of Service. These Terms of Service apply to any and all Equipment and Services rented or provided by 719 SKI BIKE. Your reservation, whether made online, via email, fax, or verbal communication, constitutes your acceptance of these terms. **If you do not agree with these terms, please cancel your reservation immediately.**

## These Terms of Service, any waivers, releases, rental agreements, and such other documentation required by 719 SKI BIKE are the only terms that govern the provision of the Services.

# **Fees and Deposits.**

## **Rental Fees**.

The Renter shall pay a damage deposit (the "**Damage Deposit**") prior to receiving the Equipment; the Damage Deposit may be at the time the Renters receive the Equipment but in no case will Services be provided or will Equipment be handed over to Renters without a Damage Deposit. All additional fees, expenses, and charges (collectively with the Damage Deposit, "**Rental Fees**") shall be due at the time rentals are booked.

Full payment is required before any Services or Equipment are provided. Prices are in listed & quoted in United States Dollars, unless otherwise specified. Prices exclude local taxes unless otherwise stated. Price quotations are subject to change without notice until a booking has been confirmed.

## **Damage Deposit.**

Damage Deposits due are as follows:

### Winter Rentals: Twenty-Five Dollars USD ($25) per bike per day.

Damage Deposits are required at the time of rental. Damage Deposits are NOT refundable. Damage Deposits of Twenty-Five Dollars USD ($25) per bike per day are included in the rental price of the SKI BIKE per day. Damage Deposits of Twenty-Five Dollars USD ($25) per bike per day are not subject to any refund amount no matter the circumstance. At the end of the applicable rental period an inspection of the Equipment will be performed by 719 SKI BIKE. Renters will be responsible for One Hundred (100%) percent of the cost to repair any and all damage suffered by the Equipment caused by the actions of the Renter in any and all circumstances throughout the duration of the rental period.

# **Cancellation Policy.**

Refunds are subject to the following terms for cancellation. Notice of cancellation is to be provided at the contact information provided on [https://719skibike.com](https://719skibike.com/). 719 SKI BIKE will confirm with Renters that notice of cancellation has been received. Cancellations made before:

## Seven (7) or more Business Days with prior notice are eligible for a refund of Fifty (80%) percent of the Rental Fees; and

## Prior notice less than Seven (7) Business Days are not eligible for any refund.

Any cancellation made on the scheduled rental date that occurs due to any Renter's inadequate documentation or inability to provide a full damage deposit will not be eligible for a refund of any kind.

In the event that management of 719 SKI BIKE cancels services due to dangerous weather conditions, a full refund will be issued.

# **Rental Change Policy.**

In the event a Renter does not attend for their Rental period and fails to notify 719 SKI BIKE of any cancellation, no refund will be applied and the Renter shall be responsible for One hundred (100%) of the Rental Fee.

Changes to rental agreements made with Seven (7) or more Business Days prior notice can be accommodated and will not incur any administrative fees. Changes to any rental agreement made:

## Before seven (7) or more Business Days with prior notice are NOT eligible to any administration fees

## Changes made within seven (7) Business Days up to Forty-Eight (48) hours before the rental begins as signed are eligible to a Fifty ($20) dollar administration fee

## Any changes made within Forty-Eight (48) hours are not eligible changes and the rental agreement will be enforced as signed.

# **Rental.**

## **Location.**

719 SKI BIKE will contact Renters with detailed pick up and drop off instructions for Equipment and Renters, including location of pick up and drop off, on the day before rental periods commence. The actual riding location will be determined by renter subject to weather conditions, Renter skill level, and customer location. Renter assumes all risks associated with said resort of their choosing noting 719 SKI BIKE is not liable for any resort rules or regulations.

## **Emergency.**

In the event there is an emergency requiring evacuation, any costs incurred for emergency evacuations will be the responsibility of the Renter requiring evacuation.

## **Personal Items.**

719 SKI BIKE is not responsible for any Renter's personal items damaged in transit or throughout the course of the rental.

# **Waivers.**

719 SKI BIKE’s waiver for providing Services and Equipment is available online at [https://719skibike.com](https://719skibike.com/). Waivers will be completed online or in person before the rental is set to begin/before equipment is provided to the Renter. **NO EQUIPMENT OR SERVICES WILL BE PROVIDED WITHOUT A SIGNED WAIVER**.

# **Renter Terms and Conditions.**

Renters must:

## Be at least eighteen (18) years of age to use the Equipment and any such rider between the ages of eight (08) years to Seventeen (17) years of age must be accompanied their legal guardian who has signed a completed waiver on behalf of the minor;

## Provide one (1) piece of government issued photoidentification, if the Renter Eighteen (18) years of age or older;

## Not exceed a weight of Two-hundred Twenty (220) pounds;

## Have at least the experience and knowledge of riding a standard pedal bicycle to operate the Equipment (this is represented by each Renter and not verified in any way by 719 SKI BIKE);

## Not be pregnant;

## Have such physical fitness as to be able to participate in the Activities (as defined in the Waiver) including the ability to carry up to Ten (10) pounds of Equipment.

# **Management Rights.**

Management of 719 SKI BIKE reserves the right to exercise full discretion in the provision of Services and the Equipment. 719 SKI BIKE reserves the right to refuse service to any person who, in the sole opinion of 719 SKI BIKE, fail to meet these Terms and Conditions, presents a significant risk to 719 SKI BIKE, affiliates of 719 SKI BIKE, the environment, other park or trail patrons, or other Renters.

# **Privacy.**

This section described how 719 SKI BIKE collects, uses, discloses, and protects the personal information of website users (for the purposes of this Section 10, the "**User**" or "**you**").

The term "**personal information**" means information about an identifiable individual, including information that can be used on its own or with other information to identify, contact, or locate a single person. Personal information does not include business contact information, including your name, title, or business contact information.

719 SKI BIKE may collect:

## Personal information that 719 SKI BIKE can reasonably use to directly or indirectly identify you, such as your name, mailing address, email address, telephone number, Internet protocol (IP) address used to connect your computer to the Internet, and any other identifier 719 SKI BIKE may use to contact you online or offline;

## Non-personal information that does not directly or indirectly reveal your identity or directly relate to an identifiable individual, such as demographic information, or statistical or aggregated information. Statistical or aggregated data does not directly identify a specific person, but 719 SKI BIKE may derive non-personal statistical or aggregated data from personal information. For example, 719 SKI BIKE may aggregate personal information to calculate the percentage of users accessing a specific Website feature;

## Technical information, including browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, or information about your internet connection, the equipment you use to access our Website, and usage details; and

## Non-personal details about your Website interactions, including the full Uniform Resource Locators (URLs), clickstream to, through and from our Website (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page.

(collectively, the "**Information**").

The Information may be collected through direct interactions, including but not limited, to when you fill out forms (online or in person), make a payment through the 719 SKI BIKE website, or by correspondence 719 SKI BIKE.

The Information may be also collected through indirect or automated interactions, including but not limited to, Website cookies or various data collected by 719 SKI BIKE such as from business partners or service providers.

719 SKI BIKE uses or discloses Information according to these Terms and Conditions and for any additional purposes that you may consent to. Your information may be shared with 719 SKI BIKE's employees, contractors, consultants and other parties who require such information to assist 719 SKI BIKE with the provision of the Services.

By accessing the Website, you are confirming that you consent to the contents of These Terms and Conditions. If you do not agree with the contents of the Terms and Conditions, or to 719 SKI BIKE’s collection, use or disclosure of information as described in herein then you may not access this Website. It is 719 SKI BIKE's policy to collect, use and disclose personal information with consent, but 719 SKI BIKE reserves The right to do so without consent where required to or permitted to by law, such as in the course of an investigation or in relation to a legal proceeding.

719 SKI BIKE does not sell your personal information to any third party.

719 SKI BIKE's use of social media serves as an extension of its presence on the web. Social media accounts are public and are not hosted on 719 SKI BIKE servers. Users who choose to interact with 719 SKI BIKE via social media should read the terms of service and privacy policies of these third-party service providers and those of any applications You use to access them.

|  |  |
| --- | --- |
| **Signature** | **Current Date**  (mm/dd/yy) |
|  |  |

I have read and agree to the above: