

93 RENTALS LLC  
AGREEMENT & RELEASE FROM LIABILITY

93 MAIN ST. SOUTH PORTLAND, MAINE 04106

**1. VOLUNTARY PARTICIPATION**

I hereby request to ride a WING electric bike from 93 Rentals LLC

**2. ASSUMPTION OF RISK**

I am aware that the activity will carry with it inherent risks that cannot be eliminated regardless of the care and precaution taken. Such risks will require my care and attention to detect and avoid. The risks of said activity include but are not limited to bruises, scrapes, scratches, sprains, broken bones and other injuries of possibly greater severity such as paralysis or death. I hereby accept and assume all such risks, and do so for any minors under my care, as indicated by my signature below.

**3. CONDUCT OF RIDER**

I agree to ride the electric bicycle in compliance with all traffic laws, and will exercise care to ensure the safe operation of the electric bicycle. I will agree not to perform any stunts, or to attempt any "trick" riding during the test ride.

**4. RELEASE**

In consideration for being permitted by 93 RENTALS LLC to rent and ride a WING electric bike, I hereby release 93 RENTALS LLC from all actions, claims, or demands which I may now or hereafter have, and I agree that, my assignees, heirs, personal representatives and other agents will not make a claim against or sue, or attach the property of 93 RENTALS LLC on account of injury or other damage resulting during the ride or from negligence or other acts (excluding gross negligence and intentional acts), however caused, of their employees, contractors, or other agents.

I hereby confirm that I have been given the opportunity to carefully read this agreement and release, and have done so and understand it, or I have voluntarily agreed to not read it. I am aware this is a release of liability, and hereby sign it of my own free will.

## **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 93 RENTALS LLC (herein "93 RENTALS LLC") And covers the rental of the bicycle equipment ("Electric Bicycle") for the purpose of Rental Agreement. The word "Electric Bicycle" means the two-wheeled electric bicycle provided to Renter by 93 RENTALS LLC 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 the Electric Bicycle except the Renter. Renter is prohibited from carrying any passengers on the Electric 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 Electric Bicycle at any time. Renter must be at least 18 years of age, or at least 14 years of age and accompanied by a parent or guardian. No one other than the renter is allowed to ride the "Electric Bicycle" at any time.

## **3. BICYCLE RETURN**

Renter agrees to return the Electric Bicycle to 93 RENTALS LLC 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 93 RENTALS LLC at time of rental. Renter agrees to return the Electric Bicycle sooner if so demanded by 93 RENTALS LLC. Renter understands that there may be rate or special charges if Renter returns the Electric Bicycle at a different time, date, or location than indicated in this Agreement.

## **4. RENTAL CHARGES**

From the time identified on the front side of this Agreement until the Electric Bicycle is returned Renter agrees to pay the minute, hourly, and daily rates as indicated on the front side of this Agreement. The minimum charge is one hour (60 minutes). Renter agrees to pay all charges for miscellaneous service and all sales, use, rental and excise taxes including any applicable tax-related surcharges. Renter also agrees to pay a reasonable fee for cleaning the Electric Bicycle if the Electric Bicycle is returned with excessive stains, dirt or soilage attributable to Renter's use.

## **5. START OF RENTAL**

The rental commences after the 93 RENTALS LLC 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 a Bicycle.

## **6. REPOSSESSING THE ELECTRIC BICYCLE**

93 RENTALS LLC may repossess the Electric Bicycle at any time if the Electric Bicycle is used in violation of law; It appears the Electric Bicycle is abandoned, The Electric Bicycle is used in violation of any term or condition in this Agreement. Renter made a misrepresentation of 93 RENTALS LLC, or Renter fails to return the Bicycle when due. 93 RENTALS LLC is not required to notify Renter in advance of repossession.

## **7. PROHIBITED USE OF ELECTRIC BICYCLE**

Renter will not use or permit the Electric 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 Electric 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 93 RENTALS LLC 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 ELECTRIC BICYCLE**

Renter shall pay 93 RENTALS LLC for all losses and/or damage to the Electric 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 Electric Bicycle is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value (if any). If the Electric Bicycle is damaged beyond reasonable repair (as determined by 93 RENTALS LLC), 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 93 RENTALS 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: (1) abuses the Electric 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 93 RENTALS LLC; (5) fails to complete an accident report; (6) obtains the Electric Bicycle through fraud or misrepresentation; or (7) uses the Electric Bicycle for an illegal purpose. Renter authorizes 93 RENTALS LLC to collect from a responsible third party any applicable loss and/or damage. In the event 93 RENTALS LLC obtains a recovery from a third party after Renter has paid 93 RENTALS LLC for all or part of any loss, 93 RENTALS LLC 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 - 93 RENTALS LLC 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 93 RENTALS LLC and pay any claim brought by a third party arising out of Renter's use of the Electric Bicycle and for any liability associated with any personal accident/injury as a result of Renter's use of the Electric 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 Electric Bicycle. Renter acknowledges all the risks of operating an Electric 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 Electric 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 93 RENTALS 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 Electric Bicycle rental. Charges for loss and/or damage to the Electric Bicycle in

accordance with paragraph 8. Renter understands that all charges are not final and are subject to audit. Renter specifically agrees and authorizes 93 RENTALS LLC 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 & 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 93 RENTALS LLC to place any amount(s) due from Renter as a result of the Bicycle rental onto Renter's credit card, if that form of payment is utilized.

#### **12. PROPERTY LEFT IN BICYCLE**

93 RENTALS LLC is not responsible for any personal property left on the Electric Bicycle, and Renter assumes all risk of loss if Renter leaves any such personal item. Renter agrees to indemnify 93 RENTALS LLC in the event some third person leaves any personal items on the Electric Bicycle.

#### **13. COLLECTIONS**

All charges, fees and expenses, including payment for loss or damage to the Electric Bicycle, are due upon 93 RENTALS LLC demand. If Renter does not pay all charges when due, Renter agrees to pay a late charge of 1.5% per month on the past due balance. If collection or legal action is necessary, Renter agrees to pay all 93 RENTALS LLC collection costs and reasonable attorneys' fees. If any check is not honored by a financial institution, Renter will be assessed a service charge of \$35.00.

#### **14. FINES & EXPENSES**

Renter is responsible for paying all fines, tickets, fees, assessments, court costs, and recovery expenses for any parking, traffic or other violations, including storage liens and charges, incurred or imposed during the rental of the Bicycle.

#### **15. GENERAL PROVISIONS**

Renter represents that the information contained in this Rental Agreement is true, accurate, and complete. In the event that any information is not true, accurate or complete in any respect, Renter agrees that 93 RENTALS LLC has the right to terminate this Agreement with or without notice. Renter agrees that Renter will be responsible for any unauthorized repairs or modifications to the Electric Bicycle. Renter understands that 93 RENTALS LLC will not reimburse Renters for any authorized repairs without receipt(s). Renter understands that in no event shall Renter be deemed to be an agent, servant, or employee of 93 RENTALS LLC in any manner for any purpose whatsoever. Renter agrees that 93 RENTALS LLC does not waive any rights under this agreement except in writing signed by 93 RENTALS LLC officers.

All information in this rental agreement is correct and I agree to all the terms and agreements set forth in this agreement.

93 RENTALS LLC demands that ALL USERS MUST WEAR A HELMET and other safety gear and they seek instruction from 93 RENTALS LLC in the safe operation of the rented equipment. THE LAW REQUIRES ALL ELECTRIC BIKE RIDERS TO WEAR A HELMET. Rental helmets are provided free of charge to all rental participants.