**Electric bike hire contract**

 ***Own by GoodTurn Cycles France.***

***The customer agrees to return the bike in its original condition, including helmet and bike lock (besides usual wear and tear) at the date and hour indicated below. The customer agrees to respect and obey traffic laws. It is mandatory that the bike hire customer does not use the hired electric bike while under the influence of alcohol or other various substances that can alter one’s senses, at the risk of being held liable for the costs of damages to the detriment of GoodTurn Cycles France. The customer agrees to be held liable, and cover the costs of small damages to the material that are not covered by his/her insurance, in which the fixed sum stretches from 5€ to 250€, depending on the « price chart » inside the store.***

***The customer declares to be covered by a personal civil responsibility and liability insurance with (insurance name) ……………………………………………………….***

**The electric bike hire customer is fully responsible for the full retail value (published in the Pedego electric bike brochure) if the bike is stolen during their rental contract, and the full bike fee will be charged to the customer’s credit card which will be held within our system at the store during the rental contract period.**

***The customer agrees to the stated in this contract.***

***I want to take ….. helmets that the renter provides me.***

***Number(s) :***

***Made in 2 copies in*: *the* : / / .**

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**1 – Particular conditions**

It is prohibited to ride GoodTurn Cycle electric bikes off-road (non-concrete roads). Only specific models equipped with suspensions and larges tires can be used on non-asphalt roads. The customer is expected to respect and obey the traffic laws on bike paths and in every day traffic on the main roads. With every hour, half day, or full day started is due to be paid. The customer has a half and hour after being handed a bike to rent out to report any bike malfunction that went unnoticed during the preliminary bike store inspection.

**1 – General conditions**

GoodTurn Cycles France hires out all the electric bikes in good working condition. The state and condition of the bike is verified and documented in the presence of the customer, and a bike hire rental form is filled out, and signed by each the manager and the electric bike hire customer. The bike hire customer states that they have the skill to ride an electric bike, and that there are no medical restrictions that will impact a bike hire.The customer agrees, that he/she is responsible for the bike, and fully responsible for the electric bike from the start of the rental period until the bike is returned to the bike shop (articles 1383 and 1384 of the Civil Code). All damages to the electric bike will be charged to the customer who signed the bike waiver form. The customer must provide proof of identity, and GoodTurn Cycles will take a copy of the proof of identity, as well as a bank guarantee by credit card, accompanied by the bike hire rental amount. GoodTurn Cycles reserves the right to assess the capability of bike hire customers as a part of a rental service and deny bike hire to any person. All minors must be accompanied by a responsible adult for the entire duration of the rental period. The full amount of the deposit cannot, in any case, be used to cover a rental extension. All electric bikes must be returned to the bike shop clean and with no damage. GoodTurn Cycles France will credit a customer for the rate of up to a one full day of bike hire if a customer purchases an electric bike within 90 days with proof of rental receipt.

**3 – Forbidden**

* Cycling on the beach, unpaved pathways, or outside roads or bike paths.
* Going on or off sidewalks on the bike
* Transporting a passenger other than a young child, who must be in a suitable seat
* Renting out GoodTurn Cycles Electric bikes to a third party
* Extending the rental length without prior permission from GoodTurn Cycles France
* No off-road biking allowed!

**4 – Rental Length and Prices**

**The electric bike hire customer is fully responsible for the full retail value listed in the Pedego bike brochure if the bike is stolen and the credit card on file will be charged that will be held within our system at the store during the rental contract period.**

The electric bike hire price is based on the length of a rental. Whatever the duration of a rental, a 500€ deposit is required. If a rental is returned late, the supplement is set in relation to the rental price (ex: 1h=10€). This deposit is not withdrawn, and returned to the customer if the bike is given back in time (unless pre-agreed), and in the same condition as when it was picked up by the customer. The bike must be returned on time (unless pre-agreed), at the same location from where it was rented, and at the end of its rental period. The deposit will be withdrawn from the customer’s account in the following instances:

* The hired electric bike is not returned to the store
* The hired electric bike is stolen, lost or destroyed
* The contracted customer fails to pay the damage costs of the hired electric bike while it was under his/her responsibility
* Fails to respect one of the contracted rental agreement clauses
* 25€ lost key charge and 50€ lost helmet charge

**5 – Responsibility**

The customer is responsible for the rented electric bike, starting from the date these materials are rented, to the return. The customer is always personally responsible for any traffic law violation, and always responsible for corporal injuries caused by the use of a bike, of which he/she is responsible for, and in any instance or as a consequence of, GoodTurn Cycles France will not be held responsible. This also applies to any corporeal or material damage that the bike user will undergo in any circumstances. The customer declares to have an insurance covering private and civil responsibility (often indexed in a comprehensive home insurance contract, otherwise the customer must be able to prove that they are covered by this type of insurance) covering civil responsibility for the risks mentioned above. In the case of a theft or accident, the customer must immediately inform the bike rental provider and register their claim to the police services. In the case of theft, or an accident, their insurance provider (Allya Assurance) must repair and compensate the damages caused to GoodTurn Cycles France. Without a claim, GoodTurn Cycles France reserves the right to withdraw the deposit from the customer’s account. The amount of loss and damage will be evaluated by GoodTurn Cycles France, and billed to the customer. The deposit will be returned after the bill is paid by the customer or by their insurance.