



## **General rental conditions**

### **Article 1 -Purpose**

The purpose of this document is to set out the terms and conditions for the bicycle rentals offered by "Location Vélotric". The subscriber will be referred to as the "user" for the remainder of this document.

### **Article 2 - Bicycle user**

The user of the bicycle declares that they are fit for cycling and is not aware of any medical contraindications. Minors 14 to 17 years of age must provide their class 6D license (authorizing the use of a moped) to have the right to drive an electric bicycle, and they must also provide an authorization signed by their legal representative allowing them to rent an electric bicycle. The lessor cannot be held responsible for damages due to the user's inabilities.

### **Article 3 - User responsibility and commitments**

The bicycles, equipment, and accessories are deemed to comply with the regulations in force when they are rented and are in good working order. Equipment and accessories are installed according to safety standards. The user must be covered by liability insurance. It releases the rental company, "Location Vélotric" from any liability arising from use of the rented equipment, in particular with regard to accidents and damage caused to third parties as a result of the use of the bicycle. The rented material (bicycle and accessories) remain the exclusive property of "Location Vélotric" for the duration of the rental. The user cannot sublet items to a third party. The user bears sole responsibility for any damage caused to the rented equipment or as a result of its use. The user acknowledges that the loaned equipment is in perfect working order. The user agrees to use the material with care and within the limits of their abilities, to respect the usage and safety instructions as provided by the rental agency, to use the rented bicycle in normal conditions, and to not transport a person or anything over 25 kg on the luggage rack. He agrees to return the bicycle in its original condition on the date/time agreed to in this contract. The user declares to comply with the highway safety regulations. If they contravene the laws and regulations in force during the rental period, the rental company "Location Vélotric" can in no way be held responsible. The user promises to make every effort to prevent the rented bicycle from being stolen or damaged. To this effect, regardless of how long the rented bicycle is parked, they agree to lock it to a stationary point using the lock provided or by using an existing lock for an electrically assisted bicycle. In the event of an electrical failure with the rented bicycle during the contract period, the user cannot initiate repair work on their own. The owner of the rental company is to be informed and the bicycle returned. At their request, a replacement bicycle of the same type will be made, subject to availability and in absence of a fault on the part of the user for the remaining riding period.

The user cannot claim reimbursement of costs nor damages and interests. Any aggressive, disrespectful behavior or refusal to respect these rules will result in the refusal of the rental.

### **Article 4 -Subscribing to contract and rental terms**

In order to take out a rental agreement, the user must present proof of identity (ID card, driver's license, passport).

- Rental period, extension, termination:

Any rental, regardless of the period chosen when signing the contract, is due in full. When returning the bicycle, the user must arrive a minimum of 5 minutes before the end of the contracted rental period. At this time, if the user wishes, they can renew the rental. If case of renewal, the user must present the rented bicycle.

For half- or full-day rentals, the bicycle must be returned the same day it is rented. At the end of the rental period, in the event that the bicycle is not returned, the delay or non-return will be invoiced in accordance with articles 6 and 7.

-Rates and payment terms

Rental rates, deposits, and penalties for returning the bicycle late are displayed. Rates invoiced are those in effect the day of the rental, the owner reserves the right to modify their rates at any time. In this case, the user will be informed at least one month in advance by posting. The new rates will only be applied when the user begins a new rental period. The user is required to pay their first rental period on the day the rental begins.

If the user wishes to renew their contract, the second leasing period must be paid before the effective date. Otherwise, the user will be required to pay a penalty for late fees. The payment methods accepted by "Location Vélotric" are credit or debit card or cash.

### **Article 5 - Deposit**

Before taking the rented equipment, the user must give a \$250 deposit per bicycle and provide a supporting document such as an ID card, driver's license or passport. "Location Vélotric" does not accept checks for the deposit.

### **Article 6 - Returning Bicycle**

The rented bicycle must be returned, without exception, no later than the day indicated on the rental contract. The deposit will be returned to the user upon the return of the rented equipment. Any delay will be subject to late penalties in the amount of 1/2 to 1 rental day per calendar day. The user bears responsibility in the event of theft during the bicycle rental period under their user's security and custody. The bicycles are to be protected against theft with the protection equipment provided. A theft must be immediately reported to ensure information is transmitted to public order/police service. In the event of a theft, the user must pay the replacement value of the bicycle to the rental company. In the absence of this payment, the owner reserves the right to initiate all proceedings, in particular legal proceedings, to obtain payment. Any user that does not respect these conditions will be liable to pay compensation estimated by the owner. If the stolen bicycle is returned to the rental company, the user, having followed the above procedures, will be refunded the amount of the deposit collected, less any costs of bicycle repairs (see Article 7).

### **Article 7 -Billing to users**

In the event of non-compliance with the previous rental contract clauses, or in the event of damage to the rented equipment, the user will have to pay the following invoices:

- Price of the bicycle, in the case of a failure to return the bicycle
- Amount equivalent to repairs, in the case of damage or missing parts
- Late penalty fees (see Article 6).

A receipt will be issued to the user upon request once payment has been received.

### **Article 8 – Schedule and location**

-Monday to Sunday from 9:30 a.m. to 5 p.m.

At the following address:

226 St-Marc Street, Coaticook, Qc, Canada, J1A 2M3