

GENERAL RENTAL CONDITIONS

ARTICLE N°1 : The Tourist Office of the region of Molsheim-Mutzig (the hirer) in charge of the hiring reserves the right to appreciate the capacity and the aptitude of the participants to use a bicycle, within the framework of the service of the Tourist Office. The person renting the bicycle (hereinafter referred to as "the hirer") declares that he/she is fit to ride the bicycle and has no medical contraindications.

No recreational equipment may be rented to a person under the age of 18 alone. However, such persons may be part of a group with at least one adult. The latter will in any case conclude the rental contract.

As a group leader, the subscriber agrees to make these terms and conditions known and approved by all participants.

ARTICLE N°2 : The rented material (bicycle and accessories) remains the exclusive property of the Tourist Office of the region of Molsheim-Mutzig during all the duration of the hiring. The tenant cannot lend them, nor to sub-let them to a third, without the assent of the Tourist office of the region of Molsheim-Mutzig.

For safety reasons, we strongly recommend that you wear a CE-compliant safety helmet.

The Hirer expressly declares that he/she has received from the Renter all the safety information concerning the wearing of the helmet, acknowledging that a helmet has been offered to him/her for rent, thus excluding any responsibility of the Renter in case of damage.

Bicycle: the use of the EAB is strictly forbidden to people weighing more than 119 kg (pilot + luggage). These standards are those of the manufacturer of the EAB.

Basket: Their use is strictly limited to carrying non-bulky objects not exceeding a weight of 10 kg.

Infant seat: Its use is limited to children between 8 months and 3 years of age whose weight does not exceed 15 kg. The baby or child must be properly strapped in using the belts provided for this purpose and the wearing of a helmet is **mandatory**. The tenant releases the hirer of any responsibility that in the use of the baby seat.

ARTICLE N°3 : The hirer recognizes to have subscribed an individual civil liability insurance covering his civil liability for the use of the aforementioned bicycle as well with respect to himself as with respect to third parties. He releases the hirer from any responsibility resulting from the use of the rented material, in particular as regards the accidents and the damage caused with thirds because of the use of the bicycle. The rented equipment (bicycle and accessories) remains the exclusive property of the Tourist Office for the duration of the rental period.

ARTICLE N°4 : The bicycles, equipment and accessories are deemed to be in conformity with the regulations in force at the time of their rental and in good working order. The equipment and accessories are fixed according to the safety standards.

The user is solely responsible for any damage caused to the rented equipment or due to its use. The hirer acknowledges that the rented bicycle is in perfect working order and undertakes to use it with care and within the limits of its capacities, to respect the instructions for use and safety which will be transmitted to him by the hirer, to use the rented bicycle under normal conditions, and not to carry on the luggage rack a person or a load exceeding 15 kg.

The renter agrees to return the bicycle in its original condition at the time and place agreed upon in the contract. The condition, size and model of the rented bicycles are known by the hirer.

ARTICLE N°5 : the Tourist Office of the region of Molsheim-Mutzig reserves the possibility of making the tenant support the amounts corresponding to the damage undergone to the bicycle during the hiring by keeping the deposit and by charging the expenses of additional damage, what the tenant accepts from now on (see article VI)

ARTICLE N°6 : The half-day formula (3h30) cannot be applied on Saturday. In the case of an overtaking of the duration of hiring initially envisaged, an increase is due on the basis of the hourly tariff (20€ by 15 minutes of overtaking) and withdrawn on the guarantee with the prorata of the overtaking.

ARTICLE N°7 : The user agrees to do everything possible to avoid theft or damage to the rented bicycle. To this end, regardless of the length of time the bicycle is parked, he/she undertakes to attach it to a fixed point using the anti-theft device provided or use the existing anti-theft device for an electrically assisted bicycle. In the event that the bicycle is lost, stolen or damaged, the Tourist Office of the Molsheim-Mutzig region reserves the right to claim compensation of 2300€ for an electrically assisted bicycle, without prejudice to the conservation of the security deposit.

ARTICLE N°8 : The tenant commits himself declaring any loss or theft of the bicycle or its accessories to the hirer and to the police authorities, within 24 hours.

ARTICLE N°9 : If the tenant contravenes the laws and regulations in force, during the hiring, the Tourist Office of the region of Molsheim-Mutzig cannot in no case to be held responsible. The cyclists ride under their own responsibility and commit themselves to respecting the highway code.

ARTICLE N°10 : The rental of a bicycle is payable in advance. The Tourist Office of the region of Molsheim-Mutzig reserves the right to ask for a deposit of 150€ per rented bike and to leave an identity document during the time of the rent. Photocopies will not be accepted - the name on the credit card or check and the ID must match. This deposit is not cashed during the rental period but depending on the bank the amount may be blocked on the Tenant's account. The deposit will be returned once the inspection of the rented bike + loaner equipment has been made, after deduction of any damage provided for in Article 5.

No refund will be made if the Tenant returns the Bicycle(s) and Accessories before the scheduled end of the rental period.

The Tenant authorizes the Rental Firm to deduct from the deposit the sums due:

as a deductible - to

repair damage and theft, the costs of which are set out in the appendix: "list of damaged parts" - as compensation for the late return of the Rented Goods. It

is expressly agreed that the amount of the deposit shall in no case constitute a guarantee limit, the Rental Firm retaining, if necessary, the right to sue the Tenant to obtain full compensation for its loss.

ARTICLE N°11 : In the event of breakdown or of some incident during the contract, the tenant cannot engage repair work of his own initiative. It is held to inform the hirer with 03 88 38 11 61 and to bring back the bicycle. At the request of the hirer, the bicycle will be replaced by a bicycle of the same type, subject to availability and in the absence of fault on the part of the user, for the remaining period. Under no circumstances may the renter claim reimbursement of expenses or invoices, nor damages. Any aggressive, disrespectful behavior or refusal to respect the present rules will result in the refusal of the rental.

ARTICLE N°12 : Theft and loss of equipment are not covered. In these cases, the material will be invoiced to the tenant on the basis of its value.

ARTICLE N°13 : The return of the rented material will be done at the time planned in the contract.