

GoBike GoPlay

CONDITIONS OF RENTAL

Wherever used herein, the term "Equipment" shall include any Equipment rented from GOBIKE GOPLAY RENTALS LTD. ("GoBike"). The renter understands and agrees that the Equipment described in this contract remains the property of GoBike and that if the customer should fail to return said Equipment to GoBike within the time provided in this contract GoBike may assume the Equipment is stolen and take all appropriate steps to recover their loss. The equipment is to stay in the exclusive possession of the renter at all time

ACKNOWLEDGEMENT: The renter is required to be 19 years of age and have a valid drivers license to rent an electric bike. All youth are required to be accompanied by an adult at all times. The renter is familiar with the proper use of the Equipment; has received instruction on the use of the Equipment and fully understands its use and function. The renter further acknowledges that the Equipment is not intended for downhill or freestyle riding including jumps, ramps parks, cliff drops or stunt riding. The renter understands the equipment is only for their use and is not to allow anyone else to use the equipment. No passengers or towing allowed with the equipment. The renter knows and agrees to follow GoBike's "biking code" and follow all regional, municipal and federal rules, laws and guidelines relating to biking. This includes, but is not limited to always wearing a helmet when operating the equipment, responsible consumption of medication or other inebriating substances and no trespassing. The renter acknowledges that GoBike is not responsible for changing path, trail, road or weather conditions, nor reports or maintenance. The renter agrees to the requirement to demonstrate competency in mounting/dismounting, balance, steering, breaking, and locking the bike upon pick up of the equipment as well as have the physical conditioning to perform the activity. By accepting the bike into possession the renter agrees the conditions of the bike is as described and contains all functionality necessary.

RESPONSIBILITY FOR DAMAGE OR LOSS: The Renter agrees he/she will return the Equipment in the **SAME GOOD CONDITION AS WHEN RECEIVED**, ordinary wear and tear accepted. For greater clarification, damage not covered in wear and tear includes, but is not limited to, scratches larger than 1 cm, broken derailleurs, broken or bent rims, broken forks, bends or dents to the frame due to negligence in use, storage or transportation. The renter understands that locks help deter theft and do not prevent theft. If the Equipment is lost, destroyed or damaged beyond repair, in the judgment of GoBike or its employees, **THE RENTER AGREES TO PAY GOBIKE THE VALUE OF THE EQUIPMENT.** All repairs needed repairs as a result of the use of the Equipment will be performed by professionals at normal labour rates and the cost of such repairs, including all parts, shall be paid by the renter. GoBike will be entitled to **CHARGE THE RENTER'S CREDIT CARD THE COST FOR SUCH DAMAGE, REPAIR OR REPLACEMENT.** Regardless of the party at fault, the renter agrees to be responsible for the damage or loss of the Equipment.

CUSTOMER LIABILITY: The renter shall assume liability for **ANY AND ALL DAMAGE OR LOSS TO PERSONAL PROPERTY**, accident/injury to themselves or other persons related to the rental or the Equipment.

RESERVATION AND BOOKINGS: All bookings are received via cloud based software as such **GOBIKE DOES NOT TAKE BOOKINGS OVER THE PHONE**. Renters will be required to complete a customer profile, agree to GoBike's policies and condition, sign a copy of GoBike's Release of Liability and Waiver, and provide a Visa or Mastercard payment for 50% of the total rental cost. The remainder will be due at the time of drop off along with any damage or loss charges. GoBike does not accept cash payment.

DEPOSIT: GoBike requires a damage deposit in the form of a valid credit card number(s) **WITH A LIMIT GREATER THEN THE COST OF REPLACEMENT** plus a photo of the renter's drivers license. **MULTIPLE CREDIT CARDS MAY BE REQUIRED FOR MULTIPLE BIKES** at the time of pick up to cover the total cost of equipment replacement. If any action is brought to enforce any of the terms of conditions of this agreement, or to recover any sums due to hereunder, they must be brought in the province of British Columbia and the renter agrees to pay all attorney fees, court costs, or other expenses.

CANCELLATION – BY GOBIKE: Renters acknowledge that **BREAKDOWNS IN THE RENTAL FLEET ARE POSSIBLE** and thus would affect GoBikes ability to fulfill the contract. GoBike holds a high standard of regular maintenance to prevent breakdowns. In the case of a breakdown all affected renters will be notified and GoBike will work hard to find a replacement or repair the equipment ASAP. In the event that GoBike decides we can not fulfill our contract we/GoBike will immediately contact all effected customers to resolve the issue. Renters will be **OFFERED FULL REFUND AT THAT TIME OR WAITING** closer to the contract date with options for a full refund at anytime if we can not guarantee the contract. It is the renters responsibility to ensure competency in the operations of bikes prior to coming and within recent times. **RENTERS UNABLE TO RIDE SAFELY OR DEEMED UNSAFE OR UNFIT IN THE SAFETY DEMO WILL NOT BE ALLOWED TO RENT** and will be offered a full refund.

CANCELLATION – BY CUSTOMERS: In the event that a customer needs to cancel GoBike will offer a full refund with 7 complete days notice, will offer a store credit for cancelation made with in a week until 24 hours prior, and for cancellations with less then 24 hours notice will not be offered a refund. Exceptions apply; proven medical or safety reason and other emergencies will be considered for refunds. GoBike does not accept any responsibility for the weather. Renters are expected to prepare for the conditions and dress for the weather. Cancelations based on weather conditions will be treated as all other cancelations. **Have COVID? DON'T COME! BUT CALL US RIGHT AWAY**. Renters, may be asked to include proof of positive results with your full cancellation refund.

PAYMENT RETURNS: No returns will be offered for early drop off. All returns will be handled by our cloud based software system and moneys will be placed back on the **ORIGINAL CARD THAT MADE THE BOOKING**. Renters understand that returns can take up to 7 days to process.

BIKE DROP OFF & PICK UP: Location to be specified in booking details. Drop off and pick up location must be at the same location. **WE HOPE TO ARRIVE 15 MINUTES** early for your rental so you my sign waivers and complete the check in/drop off process. The check in process includes a completing the waiver process for those who have not, taking ID photos, bike talks and safety checks.

INCLUDED: Unless otherwise expressed the rental only includes a bike, a helmet, a lock and a small mounted pouch or basket for carrying keys/wallet/phone. Overnight rentals and electric bikes receive front and rear lights.

USEAGE AND SECURE STORAGE: The renter is responsible for the equipment at all times. Renter knowingly and voluntarily waives any claim it may have against GoBike with respect to the proper adjustment of helmets, pedals, seat posts, handlebars and other equipment. The renter agrees to no modify the equipment or change parts in any way. The renter acknowledges that they have an understanding and awareness of the surrounding region including roads, trails and pathways are appropriate, as well as with the distances and times it takes to travel those distances. The renter understands sand is bad for bikes and only single speed cruisers are allowed on beaches and renters will avoid riding in sandy beaches. **THE RENTER UNDERSTANDS THE EQUIPMENT IS TO ALWAYS BE STORED IN A SECURE MANNER AND RECOMMENDED TO BE IN SIGHT.** The renter is aware that locks **HELP** prevent theft but do not guaranty it.

RENTER AGREES TO NOT RIDE OR USE RENTAL EQUIPMENT ON ANY BEACH (single speed cruiser exception) **OR IN ANY LAKE, RIVER OR OCEAN.** Renters understand the expectation to follow all trespassing laws and trail signs.

UNFORSEEN ISSUES, ACCIDENTS AND DAMAGE: Injured renters call 911 if you require assistance. Renter understands that if they have been in an accident where there is an injury or if its with a motor vehicle the police need to be called. The bike come second. If renters require assistance with their bike after an incident our **SUPPORT NUMBER IS LISTED ON THE BIKE** as well BCAA customers can call for roadside assistance. Other options for assistance is to reaching out to a friendly fellow biker who is near by. Renters should be aware that GoBike has added sealant in the tires to help prevent flats and included a small care kit if issues arise. Renters acknowledge that attempts to repair or mend issues without proper tools or training may cause issues to get worse. Attempts including adjusting components such as cable tension or breaks can lead to greater issues including safety issues. As well renters should know that riding a bike with flat or near flat tires causes unrepairable damage to the tubes, tires and possibly the rims. Renters must acknowledge that repairing 2 damaged wheels sets can cost hundreds of dollars. Renters are asked to call GoBike if they have any issues. **AVIOD BLACKBERRY THORNS** and be careful on trails near blackberries as these cause most flat tires.

CUSTOMER DROP OFF: Prior arrangements are to be made for drop off location and time between the hours of 9AM AND 5 PM. The renter understands the equipment is to be returned on time and at the location agreed upon in the contract. The renter acknowledges that returning the equipment **LATE WILL RESULT IN ADDITIONAL CHARGES OF TWICE THE DAY RATE OF THE ENTIRE RENTAL.** GoBike understands problems arise and accidents happen. If something comes up during the rental that impacts the contract immediate communication with GoBike is key and will show a willingness to manage the situation openly. Renters understand **DO NOT WASH THE BIKE BEFORE RETURNING IT** and all overnight rentals should consult GoBike before doing any maintenance to the equipment.

LATE RENTAL RETURN: A few minutes is OK. More then 30 minutes we will be concerned and should be notified. An additional fee at two times the daily rental fee will be charged for each day customer keeps

Equipment after the return date specified on this contract. After 7 days late GoBike will charge the renter the replacement cost of the bike. All Equipment must be returned directly to GoBike.

PAYMENT: Renters will have paid 50% of the cost at the time of booking. Renters will owe the remaining cost at the time of scheduled drop off. Remaining cost will be adjusted for promo codes and or damages to equipment. All remaining charges will be placed on the booking credit card number(s).

The Renter agrees they have read the Release of Liability & Waiver Agreement that forms part of this contract and voluntarily agree to the terms of that Agreement.

IN PERSON WITNESSED SIGNATURE OF OUR RELEASE OF LIABILITY & WAIVER IS REQUIRED PRIOR TO RENTAL PICKUP

RENTER ACKNOWLEDGES FULL RESPONSIBILITY FOR THE SAFETY OF THEIR GROUP AND AGREES THAT ALL MEMBERS WILL RIDE SAFELY AND RESPONSIBLY. RENTER UNDERSTANDS THAT THEY ARE RESPONSIBLE FOR RETURNING ALL EQUIPMENT LISTED BELOW AND THE COST OF ANY LOST OR REPAIRED GEAR WILL BE CHARGED TO THEIR CREDIT CARD. FINALLY, RENTER AGREES TO COMPLY WITH ALL CONDITIONS IN THIS CONTRACT.