



## HBL+PEDEGO WAIKIKI BIKE AND HIKE

Aloha Members of Hawaii Bicycle League,

Kickin' off our tours with a Diamond Head Bike and Hike. We're so excited to give back to the group that is giving so much to our bicycling brothers and sisters. August 4<sup>h</sup> will be our Maiden Tour, sign up and lock your place in. see the sights, hike and get some complimentary snacks and refreshments. Plan on a 3-hour trip. We will meet and greet at the Pedego Waikiki on 419 Nahua St. After a quick introduction to the bikes, we will be on our way. Hello, fun!

Name: \_\_\_\_\_ PH: \_\_\_\_\_

Email: \_\_\_\_\_

Check if over 16 years old \_\_\_\_\_ Height: \_\_\_\_\_

### **Photos and Media will be used on social media (facebook, Instagram, etc.)**

#### 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 **Kukana E-bikes LLC**, (herein "**Pedego Waikiki**".) and covers the rental of the bicycle equipment ("Bicycle") for the purpose of Rental Agreement.

The word "Bicycle" means the two-wheeled electric bicycle provided to Renter by Pedego Waikiki 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 Bicycle except the Renter.

Renter is prohibited from carrying any passengers on the 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 Bicycle at any time

Renter must be at least 16 years of age

No one other than the renter is allowed to ride Bicycle at any time..

## 3. Bicycle Return

Renter agrees to return the Bicycle to **Pedego Waikiki** 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 specific to Pedego Waikiki at time of rental.

Renter agrees to return the Bicycle sooner if so demanded by **Pedego Waikiki**. Renter understands that there may be rate or special charges if Renter returns the 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 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 two hours (120 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 Bicycle if the Bicycle is returned with excessive stains, dirt or soilage attributable to Renter's use.

## 5. Start of Rental

The rental commences after the **Pedego Waikiki** 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 manmade hazards may exist.

Renter agrees to assume all the risks associated with operating Bicycle.

#### 6. Repossessing the Bicycle

**Pedego Waikiki** may repossess the Bicycle at anytime if:

The Bicycle is used in violation of law;

It appears the Bicycle is abandoned,

The Bicycle is used in violation of any term or condition in this Agreement

Renter made a misrepresentation **Pedego Waikiki** or

Renter fails to return the Bicycle when due. **Pedego Waikiki** is not required to notify Renter in advance of repossession.

#### 7. Prohibited Use of the Bicycle

Renter will not use or permit the 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 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 **Pedego Waikiki** 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 Bicycle

Renter shall pay **Pedego Waikiki** for all losses and/or damage to the 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 Bicycle is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value (if any). If the Bicycle is damaged beyond reasonable repair (as determined by **Pedego Waikiki**), 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 **Pedego Waikiki** 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 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 **Pedego Waikiki**; (5) fails to complete an accident report; (6) obtains the Bicycle through fraud or misrepresentation; or (7) uses the Bicycle for an illegal purpose.

Renter authorizes **Pedego Waikiki** to collect from a responsible third party any applicable loss and/or damage. In the event **Pedego Waikiki** obtains a recovery from a third party after Renter has paid **Pedego Waikiki** for all or part of any loss, **Pedego Waikiki** 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 – **Pedego Waikiki** 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 **Pedego Waikiki** and pay any claim brought by a third party arising out of Renter's use of the Bicycle and for any liability associated with any personal accident/injury as a result of Renter's use of the 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 Bicycle. Renter acknowledges all the risks of operating a 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 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 **Pedego Waikiki** 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 Bicycle rental. Charges for loss and/or damage to the Bicycle in accordance with paragraph 8.

Renter understands that all charges are not final and are subject to audit. Renter specifically agrees and authorizes **Pedego Waikiki** 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 and 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 **Pedego Waikiki** to place any amount(s) due from Renter as a result of the Bicycle rental on to Renter's credit card, if that form of payment is utilized.

#### 12. Property left in Bicycle

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

#### 13. Collections

All charges, fees and expenses, including payment for loss or damage to the Bicycle, are due upon **Pedego Waikiki** 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 **Pedego Waikiki** 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 and 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 **Pedego Waikiki** 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 Bicycle. Renter understands that **Pedego Waikiki** 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 **Pedego Waikiki** in any manner for any purpose whatsoever.

Renter agrees that **Pedego Waikiki** does not waive any rights under this agreement except in writing signed by **Pedego Waikiki** officer.

All information in this Rental Agreement is correct and I agree to all the terms and conditions set forth in this agreement

**Renter Signature X** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

WAIVER/RELEASE - Each person understands that bicycling can be hazardous and can result in injury or death. Each person also agrees to hold harmless and indemnify **Pedego Waikiki** and its employees and agents from any loss or damage including personal injury or property damage related to the use of this equipment. Each person hereby releases **Pedego Waikiki** its owners, employees and rental agents from any and all liability for damage or injury to any persons, including myself or any property resulting from negligence, installation, maintenance, selection and adjustment and use of this equipment, accepting myself full responsibility for any and all such damage, injury or death which may result.