

Northlakes Marine & Auto
499 County 5 NW
3605 Highway 371
Hackensack, MN 56452

E-BIKE RENTAL AGREEMENT
AND RELEASE
218-820-1006/218-682-2008

Renter's Name: _____

Primary Phone: _____

Date of Birth: _____

Primary E-mail: _____

Physical Address: _____

NORTHLAKES MARINE & AUTO agrees to rent the following electric bicycle (the "e-bike") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with their signature below. The e-bike shall be rented for the time period and hourly rate specified as follows:

E-bike ID: _____

Bike color: _____

Time out: _____

Time back: _____

Lock numbers: _____

Additional accessories: _____

Helmet(s): _____

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEAGALLY VALID AND BINDING OBLIGATION TO RELEASE NORTHLAKES ELECTRIC BIKES FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY NORTHLAKES MARINE & AUTO. AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE E-BIKE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are presented acknowledges Renter does hereby remise, release, and forever discharge NORTHLAKES MARINE & AUTO, their agents, servants, successors, heirs, executors, administrators, and personal representatives of and from all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse or abuse) of the e-bike; or in any way arising out of the rental relationship between Renter and NORTHLAKES MARINE & AUTO.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless NORTHLAKES MARINE & AUTO'S agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, damages and/or attorney fees that arise out of Renter's use, misuse or abuse of the e-bike.

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Terms and Conditions:

1. **Assumption of Risk.** Renter acknowledges that the activities for which the e-bike is designed include inherent dangers, including the risk of bodily injury and/or death when used inappropriately. **NORTHLAKES MARINE & AUTO has reviewed the operating procedures of the e-bike with me and I deem myself (and/or my minor child) properly instructed with the safe use and operation of the e-bike I am renting.**

Renter initials

2. **Minor Operators.** If Renter is providing an e-bike for their minor child, Renter hereby accepts and understands that the operation of an electrically assisted bicycle has some inherent dangers.

I am renting the e-bike for and on behalf of my minor child and I accept full responsibility for any accidents and injuries which my child may be involved with by virtue of their operation of the e-bike. On behalf of my child, I do hereby agree to the release and waiver of claims and indemnification agreements set forth herein.

Renter initials

3. **Acceptable Use.** Renter agrees and acknowledges that they will be the sole operator of the e-bike, and will use the e-bike in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by NORTHLAKES MARINE & AUTO, and any applicable laws or regulations.
4. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during their operation of the e-bike:
 - a. There are **no passengers** permitted on the e-bike unless expressly permitted by NORTHLAKES MARINE & AUTO in writing prior to use.
 - b. There is **no smoking** while on the e-bike.
 - c. There are **no alcoholic beverages** permitted while using the e-bike.
 - d. Renter agrees that they shall not permit or allow any person other than Renter to operate the e-bike.

Renter initials

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5. Unsafe Usage. If at any time NORTHLAKES MARINE & AUTO determines that Renter has engaged in an unsafe or hazardous use of the e-bike, NORTHLAKES MARINE & AUTO may immediately terminate the rental. Upon notification of termination, Renter must return the e-bike to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded their security deposit. NORTHLAKES MARINE & AUTO shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

Renter initials

6. Condition of E-Bike Upon Return. The Renter shall return the e-bike to the designated return area clean and in the same condition as it was when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the e-bike during the rental period. NORTHLAKES MARINE & AUTO shall retain any portion (or all) of Renter’s security deposit as necessary to cover repairs for such damages. To the extent that damages to the e-bike exceed the amount of the security deposit, Renter shall be billed by NORTHLAKES MARINE & AUTO for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees.

Renter initials

7. Late Return. If Renter returns the e-bike to the designated return area more than 20 minutes after the scheduled “Time Back,” Renter shall be charged for an additional hour of use. If the e-bike is more than 24 hours late in its return, it will be deemed stolen and the matter referred to the Cass County Sheriff’s Department.

Renter initials

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RENTER

signature

date

print name

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NORTHLAKES MARINE & AUTO has reviewed the operating procedures of the e-bike with me and I deem myself (and/or my minor child) properly instructed with the safe use and operation of the e-bike I am renting. On behalf of my child, I do hereby agree to the release and waiver of claims and indemnification agreements set forth herein. Only the authorized rider will operate this e-bike. Renter shall not partake in any prohibited activities (including but not limited to smoking, drinking, or having passengers) while operating the e-bike.

NORTHLAKES MARINE & AUTO reserves the right to terminate any rental agreement based on inappropriate use. I understand that I may be billed by NORTHLAKES MARINE & AUTO for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees. I am responsible for any and all damage that may be caused to other people, their personal or physical property during the rental period.

If the e-bike is more late in return, an additional hour will be charged to Renter's credit card. If the e-bike is more than 24 hours late in its return, it will be deemed stolen and the matter referred to the Cass County Sheriff's Department. Renter takes full responsibility for payment of damaged or lost items.

I have been instructed to hydrate, wear a helmet, and follow all instructions and limitations set forth by NORTHLAKES MARINE & AUTO.

RENTER

signature
date

print name

MINOR(S)

print name
date

print name