



RENTAL AGREEMENT

This Rental Agreement is effective as of the date: _____ of order, and is made between
Compan/Owner: _____ organized under the laws of Republic of Ireland, with
offices at:

Outdoor Escape

Unit 5 Zone C

The Parkway

Mullingar

Ireland,

and Customers Name: _____ ("Renter"). Owner and Renter are hereinafter collectively
referred to as "Parties".

Owner rents to hirer and hirer rents from Owner, subject to the terms and conditions of this Agreement.

1. **TERM:** This Agreement shall commence on the effective date and remain in full force and effect until the equipment is returned to the owner. The hirer shall return the equipment on the _____ day of _____ unless terminated earlier, consistent with the terms of this Agreement.
2. **THE PAYMENT:** The hirer shall authorize Owner to charge the debit card or credit card on file with Owner an amount equal to all payments and fees due under this Agreement.
3. **The hirer** shall also pay other charges in accordance with this Agreement due upon the return of the equipment, to the fullest extent allowed by law included but not limited to
 - (a) Charges for optional services, if any
 - (b) Applicable taxes;
 - (c) Loss of or damage or repair to the equipment;
 - (d) Loss of use or diminution of the equipment's value caused by the damage to it or repair to it and the cost to enforce such charges, including any administrative fees for processing the claim and legal expenses;
 - (e) A charge for rate return of the equipment of the highest amount available under this jurisdiction;
 - (f) Unless due to the fault of the owner, all fines, penalties, court costs and other expense relating to the equipment assessed against the owner or the equipment during the rental term;
 - (g) All expenses that the owner incurs due to the hirer's failure to return the equipment, including the costs, in locating and recovering the equipment;
 - (h) All costs incurred to collect unpaid monies due and owing.
 - (i) Puncture repair kit is provided to **The hirer**, however if help (Tyre puncture, seat re-adjustment, and/or chain re-attachment) is needed a call out service is available for an extra fee of €20.00.
4. **SECURITY DEPOSIT:** In addition to the fees listed at paragraph 2 above, the hirer shall pay a Deposit of € 100.00 at the time this Agreement has been signed and the hirer hereby authorises the owner to use this Deposit to cover any amounts due under this Agreement that remain unpaid.
5. **LATE PAYMENT:** If the hirer fails to make any such instalment payment within seven days of the due date, then the hirer shall pay a surcharge of €20.00 per day for late payments.
6. **LOCATION OF THE EQUIPMENT:** During the term the equipment shall be located at _____ unless expressly agreement otherwise in writing by the owner.
7. **CARE OF EQUIPMENT:** The equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with the owner's instructions or manuals.
8. **REPAIRS AND ALTERATIONS:** The costs of all repairs made during the term of this Agreement shall be paid by the hirer, including but not limited to labour, material, parts and other items. The equipment shall not be serviced or repaired and parts and accessories shall not be replaced without the owner's prior consent.
9. **INSURANCE:** The hirer must carry satisfactory insurance to the owner, equal to the value of the equipment and to ensure its full replacement, unless otherwise agreed in writing by the owner.
10. **RESTRICTIONS ON USE:** The hirer shall not under any circumstances:
 - (a) Permit the equipment to be used by any other person who is not authorised to use this equipment;
 - (b) Cycle or operate the equipment without the use of a helmet at all times. It is strictly a condition of this Agreement that in the absence of wearing a helmet, the Agreement shall be rescinded and declared void

- (c) Operate or use the equipment or permit it to be operated or used in violation of any laws;
 - (d) Operate or use the equipment or permit it to be operated or used to commit a violation of law and/or
 - (e) Operate, use, maintain or store the equipment in a manner likely to cause damage to the equipment.
11. **LOSS OR DAMAGE:** The hirer shall alert the owner to any damage caused to the equipment during the term. The hirer shall be responsible for any loss or damage to the equipment and loss of use, diminution of the equipment's value caused by the damage to it or repair to it and missing equipment.
12. **CONDITION OF EQUIPMENT:** The hirer acknowledges that the hirer has examined the equipment and that it is in good condition and capable and fully functional for the purposes of the term. The owner makes no warranty, express, implied or otherwise, course of performance, usage or trade or otherwise and expressly excludes and disclaims all warranties and representations of any kind whatsoever, including any warranties of merchantability, fitness for a particular purpose, title or otherwise.
13. **RETURN OF EQUIPMENT:** The hirer shall return the equipment on the date specified in Section 1 of the Agreement in the same condition as the hirer has received it except for normal wear and tear. The hirer shall return the equipment to the agreed return location and if the equipment is not returned on the said date, the owner reserves the right to take any action necessary to regain possession of the equipment.
14. **TERMINATION:** This Agreement shall terminate on the date specified in Section 1. The owner reserves the right to terminate this Agreement early, upon notice to the hirer.
15. **INDEMNIFICATION AND LIABILITY:** The hirer shall fully indemnify, defend and hold harmless the owner from and against any claim, demand, cause of action, loss or liability for any property damage or personal injury arising from the hirer's use of the equipment to the extent caused by the hirer's gross negligence or wilful mis-conduct. The provisions of this section shall survive the termination of this Agreement with respect to any claims of liability accruing before such termination. For the avoidance of any doubt, the owner shall not be liable under any circumstances for an indirect, special or consequential loss or damages arising from the hirer's use of the equipment, including but not limited to loss of profits and loss of revenue, even if informed of the possibility of such damages. It is a strict condition of the Owner's insurance policy that all persons hiring the equipment must wear a helmet at all times while operating the equipment and failure to do so by the Hirer will automatically render this Agreement void
16. **OWNERSHIP:** The owner shall at all times retain ownership and title to the equipment and the hirer shall immediately notify the owner in the event the equipment is levied or is threatened with seizure. The hirer shall indemnify and hold the owner harmless against all loss and damages caused by such action and the equipment shall be deemed at all times to be the personal property, whether or not it may be attached to any other property. The hirer further warrants and undertakes that he/she will further protect the interest of the equipment by ensuring that the bike and ancillary equipment is always locked to a fixed object when unattended. For the avoidance of any doubt, even when the bicycle is locked, it is the hirer's responsibility to protect the welfare of the like and not leave same unattended for extended periods of time. The hirer further warrants and undertakes that he or she will not operate the bike or permit the bike to be operated whilst unfit, through drink or drugs or with a blood alcohol concentration or a breath alcohol concentration above the limit prescribed for the time being under the Road Traffic Legislation and the hirer hereby unconditionally agrees to pay on demand all fines and Court costs, including administrative fees for violations of any legal violations assessed against the bike and equipment and the hirer during the hire period.
17. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications and this Agreement can only be modified by a written Agreement signed by the party against whom enforcement of such modification is sought.
18. **ASSIGNMENT:** The hirer may not, without the prior written consent of the owner, transfer or assign this Agreement or any part thereof and any attempt to do so shall be deemed a material default of this Agreement and shall be void.
19. **COUNTERPARTS:** This Agreement and any amendment thereof may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.
20. **JURISDICTION:** It is hereby agreed between the parties that the laws of the Republic of Ireland shall apply to this Agreement.
21. The hirer hereby acknowledges receipt of a copy of this Agreement and acknowledges having read and understood The foregoing.

Signature of renter: _____ Date: _____