



RINCON COUNTRY
RV RESORTS

RINCON COUNTRY RV RESORTS
E-BIKE RENTAL AGREEMENT

___ CC on file
___ Payment accepted by ___
___ Orientation completed by ___

E-Bike Renter Name: (RESIDENT)		Phone #:	Email:	Lot #:
Rental Period:				
# _____ DAY(s)	# _____ WEEK(s)	Helmet #: _____	From: (date)	Return: (date) BY 3:30PM
___ x \$35/day	___ x \$140/week	\$5.00 (one-time fee)		
FOR OFFICE USE:				
Date:	E-Bike#:	Helmet#:	Employee: Initials	
OUT BOUND:	Date:	Time: _____ AM / PM	Employee: Initials	RETURN:
				Date:
				Time: _____ AM / PM
				Employee: Initials

No returns after 3:30 pm. If E-Bike is not returned prior to 3:30 pm on scheduled return day, I acknowledge that I will be required to pay for an additional 24-hour, daily rental. If the Activity Office or Main Office is closed on the day of scheduled return, the E-Bike will be returned the next open day, and no additional charges will be assessed.

Initial _____

1. General

These terms and conditions form a rental agreement (herein "Agreement"), which consists of this Rental Agreement, the Terms and Conditions stated herein.

This agreement is between the E-Bike renter as identified in this Agreement (herein "Renter") and Rincon West, LLC, Rincon East LLC, Rincon JV LLC and Summit RE Holdings, LLC, DBA: Rincon Country RV Resorts, (herein "Rincon Country.") and covers the rental of the E-Bike equipment ("E-Bike") for the purpose of this Rental Agreement.

The word "E-Bike" means the two (or three)- wheeled electric Bike provided to Renter by Rincon Country and includes the frame, 2 (or 3) tires, seat, battery, lights, miscellaneous equipment, accessories (lock, charger, etc.) and safety gear (helmet.)

2. Authorized Drivers/Prohibition on Passengers

No other person may drive, ride or otherwise operate E-Bike except the Renter.
Renter is prohibited from carrying any passengers on the E-Bike at any time.
Renter is prohibited from pulling or towing any passenger or object with the E-Bike at any time.
Renter must be at least 18 years of age and have a credit card and I.D. on file with the office.

3. E-Bike Return

Renter agrees to return the E-Bike to Rincon Country 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 specified by Rincon Country at time of rental. Renter agrees to return the E-Bike sooner if so demanded by Rincon Country. Renter understands that there may be a rate difference or special charges if Renter returns the E-Bike at a different time, date, or location than indicated in this Agreement.

4. Rental Charges

From that time identified on the front side of the Rental Agreement until the E-Bike is returned, Renter agrees to pay the daily/weekly rates as posted. The minimum charge is a daily rental of 24 hrs.

Renter agrees to pay all charges for miscellaneous service and all sales, use, rental and excise taxes including any applicable tax-related surcharges.

5. Start of Rental

The rental commences after the Rincon Country representative has informed the Renter of the proper and safe operation of the E-Bike and any additional instruction as may be requested by Renter and Renter is aware of all dangers associated with operation of the E-Bike, including the dangers of riding in traffic, on streets, or other locations and that natural and man-made hazards may exist. Renter agrees to assume all the risks associated with operating E-Bike.

6. Recovery Fee

Renter will be charged a recovery fee of \$50.00 plus \$3.50/mile if Rincon Country has to recover the E-bike at any time during rental period.

7. Prohibited Use of the E-Bike

Renter will not use or permit the E-Bike to be used for hire, to be operated in a test, race or contest, or to be driven through water, or on designated trails if specifically prohibited, or in any location that operation would be illegal or a nuisance to others. Renter will not use or permit the E-Bike 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 Rincon Country for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

8. Damage or Loss to E-Bike and Equipment

Renter shall pay Rincon Country for all losses and/or damage to the E-Bike, 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 E-Bike is damaged, Renter agrees to pay the reasonable costs repair and diminution in value (if any). If the E-Bike is damaged beyond reasonable repair (as determined by Rincon Country), Renter shall be responsible for the retail fair market value less any salvage value if applicable.

If E-Bike equipment is lost during rental period, Renter agrees to pay fees based on the following:

Helmet	\$45.00	Lock & Key	\$40.00	Charger	\$75.00
--------	---------	------------	---------	---------	---------

9. Payment

Renter agrees to pay up on 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 E-Bike rental. Charges for loss and/or damage to the E-Bike in accordance with paragraph 8. Renter understands that all charges are not final and are subject to audit. Renter specifically agrees and authorizes Rincon Country to make any charges to the credit card used by Renter at time of reservation and/or rental.

10. 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 E-Bike. Renter understands that driving under the influence (DUI) applies to operators of the E-Bike and agrees to take appropriate actions and precautions so that Renter is not in danger of law violations.

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

Signature	Print Name	Date:



**RELEASE AND INDEMNIFICATION AGREEMENT OF RINCON WEST, LLC, RINCON EAST, LLC, RINCON JV, LLC AND
SUMMIT RE HOLDINGS, LLC
DbA RINCON COUNTRY RV RESORTS (“Rincon Country”)**

I, _____ (the “Renter”) desire to rent and/or operate an E-Bike (this together shall be known as the “Activity”) provided by **RINCON COUNTRY**. In consideration of Rincon Country’s permission to use their E-Bikes, and in recognition of Rincon Country’s reliance hereon, I agree to all terms and conditions set forth in this **RELEASE AND INDEMNIFICATION AGREEMENT** (the “Release”).

I. ACKNOWLEDGEMENT OF RISK

I am aware and understand that the Activity is a potentially dangerous and involves the risk of serious injury, disability, death, and/or property damage. I acknowledge that the Activity, or using a Rincon Country E-Bike, may include many risks, including but not limited to: colliding with other E-Bikes, motorcycles, motor vehicles, or other objects; hitting potholes; suffering the sudden loss of control; suffering from flat tires due to objects puncturing or damaging tires; brakes failing; E-Bike malfunctions; and hazards relating to weather conditions, and/or wildlife. I acknowledge that risks, whether known or unknown at this time, may result from or be compounded by the actions, omissions, or negligence of Rincon Country employees or agents. I understand that Rincon Country cannot guarantee that I will not be injured while participating in the Activity.

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE RISKS AND DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF RINCON COUNTRY OR OTHERWISE.

II. RELEASE

I hereby expressly waive and release any and all claims, now known or hereafter known, against Rincon Country and its owner(s), officer(s), director(s), member(s), employee(s), agent(s), successor(s), and assign(s) (collectively the “Releasee”), on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributed to my participation in the Activity, whether arising out of the negligence of Rincon Country or any Releasee. I agree not to make or bring any claims against Rincon Country or any Releasee. I understand that this waiver and release does not extend to claims or liabilities that are not permitted to be waived under Arizona law.

I AGREE THAT I, MY FAMILY AND MY HEIRS, WILL NOT SUE RINCON WEST, LLC, RINCON EAST, LLC, RINCON JV, LLC, SUMMIT RE HOLDINGS, LLC, OR ANY RINCON COUNTRY AFFILIATED ORGANIZATION OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, DISABILITY, LOSS OF LIFE, OR DAMAGE AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, DISABILITY, LOSS OF LIFE, OR DAMAGE RESULTS FROM RINCON COUNTRY’S NEGLIGENCE.

III. REPRESENTATIONS BY RENTER

I acknowledge, confirm, agree, and covenant the following:

- Initial** 1. That I do not have any physical, mental, or other condition which affects my ability to participate safely in the Activity.
- Initial** 2. That I understand how to properly use a Rincon Country E-Bike. I agree that if I am unfamiliar with the features of a Rincon Country E-Bike, then I will ask a Rincon Country representative to answer my questions.
- Initial** 3. That I will exclusively ride Rincon Country E-Bikes on trails, bike paths, bike lanes, streets, off-road trails and roads (the “Roads”) that are within my riding ability. I confirm that I am not relying upon any statement or representation by any Releasee as to the safety of any Road or their perception of my ability to safely operate a Rincon Country E-Bike.
- Initial** 4. That if at any time I believe the conditions to be unsafe, or that I am not in proper physical condition to participate in the Activity, then I will immediately discontinue further participation in the activity.
- Initial** 5. If I suspect any mechanical or electrical malfunction in the E-Bike, I will stop operating the E-Bike and immediately contact Rincon Country for further guidance.

- Initial 6. That I have been advised, and agree, to wear an appropriate helmet at all times while participating in the Activity.
- Initial 7. That I will not be under the influence of any intoxicants, including marijuana and alcohol, or controlled substances while participating in the Activity.
- Initial 8. That I will follow all instructions, recommendations, and cautions of Rincon Country at all relevant times.
- Initial 9. That I must solely bear the costs of any physical injury caused by my participation in the Activity.

IV. INDEMNIFICATION

I agree that I will defend, indemnify, and hold harmless Rincon Country and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against Rincon Country or any other Releasees, arising out of or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

V. DISPUTE RESOLUTION

The parties agree that any and all disputes arising out of or relating to this Agreement shall be submitted to mediation. The cost of mediation shall be split between the parties. If the dispute cannot be resolved through mediation, then the dispute shall be resolved through BINDING ARBITRATION, governed by the Federal Arbitration Act. The prevailing party in arbitration shall be entitled to recover reasonable attorney fees and costs from the losing party.

You may not commence against RINCON COUNTRY or its affiliates any class action, class arbitration, or other representative action or proceeding. By voluntarily participating in Activities with RINCON COUNTRY, you agree to be bound by this mediation and arbitration agreement. In doing so, except where prohibited, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and RINCON COUNTRY or the Releasees. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. YOU AGREE THAT YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.

If this arbitration agreement is for any reason held to be unenforceable, then any litigation against Rincon Country, or any claim or cause of action arising under this Release, must be brought in the circuit courts of Pima County, Arizona

VI. OTHER

This Release constitutes the sole and entire agreement of Rincon Country and Renter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision of any Article is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement and strike the invalid, illegal, or unenforceable terms or provision but so as to affect the original intent of the Parties as closely as possible.

All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Arizona. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

BY RENTING A E-BIKE FROM RINCON COUNTRY, I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RINCON WEST, LLC, RINCON EAST, LLC, RINCON JV, LLC, SUMMIT RE HOLDINGS, LLC, OR ANY RINCON COUNTRY AFFILIATED ORGANIZATION.

Print Name of Renter

Date

Signature of Renter