

Attachment A

ALIEN SCOOTERS/ELECTRIC BIKE TOURS TERMS & CONDITIONS

1. General

A. 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.

B. This Agreement is between the bicycle renter as identified in this Agreement (herein "Renter") and Alien Scooters, LLC/Electric Bike Tours. (herein "Alien Scooters") and covers the rental of the Electric Bike ("Bicycle") for the purpose of Rental Agreement.

2. Meaning of Bicycle

The word "Bicycle" means the two-wheeled electric bicycle provided to Renter by Alien Scooters and includes the frame, two tires, seat electric power battery, lights, miscellaneous equipment, accessories (bike rack, water bottle, lock) and safety gear (gloves, helmet, braking system).

3 Authorized Drivers/Prohibition on Passengers

A. No other person may drive or otherwise operate Bicycle except the Renter.

B. 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.

C. Renter is prohibited from pulling or towing any passenger or object with the Bicycle at any time.

4. Bicycle Return

Renter agrees to return the Bicycle to Alien Scooters 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 Alien Scooters at time of rental. Renter agrees to return the Bicycle sooner if so demanded by Alien Scooters. 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.

5. 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.

6. Start of Rental

The rental commences after the Alien Scooters 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.

7. Repossessing the Bicycle

Alien Scooters may repossess the Bicycle at anytime if: (1) the Bicycle is used in violation of law; (2) it appears the Bicycle is abandoned, (3) the Bicycle is used in violation of any term or condition in this Agreement, (4) Renter made a misrepresentation Alien Scooters, or (5) Renter fails to return the Bicycle when due. Alien Scooters is not required to notify Renter in advance of repossession.

8. 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, through water, or off a designated bicycle trail, or in public parks 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 Alien Scooters for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

9. Damage to Bicycle

Renter shall pay Alien Scooters 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) unless renter purchases the optional damage waiver. If the Bicycle is damaged beyond reasonable repair (as determined by Alien Scooters), renter shall be responsible for the retail fair market value less any salvage value if applicable unless the optional damage waiver is purchased. which will result in the payment of a deductible(TBD). In addition to the above, Renter shall also be responsible for the reasonable down time ("Loss of Use"), reasonable administrative fee as determined by Alien Scooters 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 Alien Scooters; (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 Alien Scooters to collect from a responsible third party any applicable loss and/or damage. In the event Alien Scooters obtains a recovery from a third party after Renter has paid Alien Scooters for all or part of any loss, Alien Scooters will refund to Renter any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorneys' fees.

10. Accidents

A. Third Party Claims. Alien Scooters 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 Alien Scooters 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.

B. 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 Alien Scooters harmless from all claims of injury or damage.

11. Payment

Renter agrees to pay upon demand:

A. 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.

B. Charges for loss and/or damage to the Bicycle in accordance with paragraph 9. Renter understands that all charges are not final and are subject to audit. Renter specifically agrees and authorizes Alien Scooters 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.

12. 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 Alien Scooters 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.

13. Property left in Bicycle

Alien Scooters 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 Alien Scooters in the event some third person leaves any personal items on the Bicycle.

14. Collections

All charges, fees and expenses, including payment for loss or damage to the Bicycle, are due upon Alien Scooters' 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 Alien Scooters' 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.

15. 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.

16. General Provisions

A. 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 Alien Scooters has the right to terminate this Agreement with or without notice.

B. Renter agrees that Renter will be responsible for any unauthorized repairs or modifications to the Bicycle. Renter understands that Alien Scooters will not reimburse Renter for any authorized repairs without receipt(s).

C. Renter understands that in no event shall Renter be deemed to be an agent, servant, or employee of Alien Scooters in any manner for any purpose whatsoever.

D. Renter agrees that Alien Scooters does not waive any rights under this agreement except in writing signed by Alien Scooters officer.