



e-Bike RENTAL AGREEMENT

SolarEV Pty. Ltd

PO Box 8251, Carrum Downs, 3201
Ph: (03) 9017 5577
www.solarev.com.au

This agreement is made on this _____ day of _____ 20__

between

SolarEV Pty. Ltd of Carrum Downs Victoria 3201 Australia, herein after referred to as;
SUPPLIER

and

 Main rider

of _____

herein after referred to as; **RENTER.**

and

 Additional nominated rider

of _____

herein after referred to as; **RENTER.**

In this agreement, executed by the aforementioned parties, it is acknowledged and agreed as follows;

1. CONDITION OF e-BIKE: SUPPLIER states that to the best of its knowledge and belief, the e-Bike being rented is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use. Both SUPPLIER and the RENTER have inspected the e-Bike and attest that it is free of damage or any defects other than those noted in the condition report below.

2. AUTHORIZED RIDER: The rented e-Bike shall not be operated by any other person other than the RENTER or an additional rider, as indicated above, without the written permission of SUPPLIER.

3. RENTER: The RENTER represents that RENTER: (a) is at least 18 years of age; (b) in possession of a valid probationary or full motorcycle license or motorcycle learners permit; (c) is in sound medical condition; (d) understands that unique risks are involved in e-Bike riding;

4. RENTAL CHARGES: the RENTER will pay for the length of time RENTER possesses the e-Bike at the rate indicated in this agreement. All charges are subject to a final audit upon return of the e-Bike. If, upon final audit, an error is found in an earlier calculation, the RENTER may be

required to make up the difference if undercharged, or will receive a refund if overcharged. The RENTER remains primarily liable for all charges arising from the terms and conditions of this agreement. If the RENTER has directed a billing for such charges to another person, firm, or organization (such as a credit card issuer) who fails to make payment, the RENTER will promptly pay all such charges.

5. ADDITIONAL CHARGES: RENTER will pay SUPPLIER, or the appropriate government authorities, or applicable third parties all charges due under this agreement, including: (a) time for the period that the RENTER keeps the e-Bike; (b) administration charges for registering additional riders; (c) optional products and services purchased; (d) applicable taxes; (f) all road tolls, parking fines, traffic fines, toll fines, penalties, forfeitures, court costs, towing, storage and impound charges, and other expenses involving the e-Bike assessed against SUPPLIER or the e-Bike, unless these expenses are SUPPLIER's fault (PLEASE NOTE THAT INFRINGEMENT NOTICES CAN ARRIVE UP TO 180 DAYS AFTER THE VIOLATION); (g) all expenses SUPPLIER incurs in locating and recovering the e-Bike if the RENTER fails to return it or if we elect to repossess it under the terms of this agreement; (h) all costs, including pre- and post-judgment attorney fees, that SUPPLIER incurs collecting payment from the RENTER or otherwise enforcing SUPPLIER's rights under this agreement; (i) a 2% per month late payment fee on all amounts past due; (j) \$50, plus \$3/kilometer for every kilometer between the renting location and the place where the e-Bike is returned or abandoned, plus any additional recovery expenses SUPPLIER incurs; (k) a reasonable fee not to exceed \$30 to clean the e-Bike if returned substantially dirtier than when rented (l) in the event of an accident with injuries, the Authorities may decide to seize the e-Bike for further investigation. If the RENTER has an accident with the e-Bike and RENTER is at fault, and the e-Bike is subsequently confiscated, the RENTER must pay for all costs involved, from vehicle storage by the Authorities to loss of profit for SUPPLIER.

6. THIRD PARTY INJURY INSURANCE: Compulsory Third Party (CTP) Insurance is mandatory for all road-going vehicles in Australia and is included in the registration of the e-Bike. SUPPLIER will pay the e-Bike's registration and CTP insurance to the State Transportation Authority in which the e-Bike is rented and will keep the e-Bike registered for the entire term of this agreement.

Please note; CTP insurance only covers any other third party that is physically injured as a consequence of an accident that is the fault of RENTER. It does not provide insurance cover when RENTER willfully injures another person and it does not cover RENTER if RENTER is injured. If RENTER is injured, RENTER will need to pay his/her own medical, rehabilitation and related costs. Furthermore, CTP insurance does not cover any damages whatsoever to property, irrespective of whether the property belongs to Third Party, RENTER, or SUPPLIER or is Public property. Nor does CTP insurance cover injury to animals.

The terms and conditions of the CTP insurance forms part of this agreement and a copy of which can be obtained from the relevant State Transportation Authority in which the e-Bike is rented.

This clause (6) defines the fully extent of Third Party Injury Insurance. No other injury insurance is included as part of this agreement nor in any way implied. If RENTER wishes to have more extensive injury insurance, then RENTER will procure it separately of this agreement.

7. LIMITED LIABILITY THIRD PARTY PROPERTY INSURANCE: Third Party Property (TPP) insurance is provided by XYZ Insurance Ltd (Insurer) and is charged separately. The amount charged is additional to the e-Bike rental amount and is determined by the Insurer. This amount is shown separately in the Rental Schedule below.

This TPP Insurances provides cover to RENTER in the event of an accident that is the fault of RENTER and only covers the costs incurred by the Third Party resulting from damages caused by RENTER. *For example; If the RENTER accidentally crashes the e-Bike into another vehicle, building, structure or the like, the insurer will pay the repair or replacement costs reasonably claimed by the Third Party.* If RENTER willfully causes property damage the insurer will not pay and the costs associated with compensating the Third Party will be the responsibility and liability of RENTER.

Please note; TPP insurance does not in any way whatsoever cover property losses and damages or consequential losses experienced by RENTER, nor does it cover any costs associated with personal injury suffered by RENTER. *For example; Personal effects of RENTER such as laptop, phone, clothing, books, and the like, cannot be claimed for. Nor can the RENTER make a claim if RENTER breaks a limb, since this insurance cover only third parties.*

The terms and conditions of the TPP insurance forms part of this agreement and a copy of which is produced by the Insurer and hereto attached.

An explicit condition of this insurance is the Excess. The Excess amount, if applicable, is shown separately in the Rental Schedule below.

This clause (7) defines the fully extent of Third Party Property Insurance. No other property insurance is included as part of this agreement nor in any way implied. If RENTER wishes to have more extensive property insurance, then RENTER will procure it separately of this agreement.

8. CREDIT CARD AUTHORIZATION: The RENTER authorizes SUPPLIER to charge RENTER's credit card for the charges as set forth in the Rental Schedule below.

In addition RENTER authorizes SUPPLIER to charge RENTER's credit card for the charges with respect to Clause 5.

Upon return of the e-Bike, at the end of the rental period or prior, RENTER authorizes SUPPLIER to charge RENTER's credit card for any late or outstanding charges.

RENTER authorizes SUPPLIER to charge RENTER's credit card for any repairs or total e-Bike replacement required resulting from damage cause by RENTER. The maximum amount SUPPLIER can charge is limited to \$ 2000. In the event that any repairs or total e-Bike replacement is required, but is a result of damage caused by a Third Party and RENTER has accurately identified and appropriately reported Third Party (in accordance with Clause 14), then SUPPLIER will not charge RENTER for the damages.

SUPPLIER will not charge RENTER for any maintenance, routine or otherwise that may be carried out from time to time by SUPPLIER or SUPPLIER'S authorized agent.

If the RENTER's credit card declines payment at any time, the RENTER agrees to pay in cash or by EFT immediately upon being billed for these services. RENTER further agrees to pay the

credit card process is indicated in Rental Schedule and also any declined payment penalties that may arise.

9. WARRANTIES: RENTER understands that except for the description of the e-Bike as indicated in the Rental Schedule below, supplier has not made, does not make, and disclaims any representation or warranty whatsoever, express or implied, with respect to the e-Bike, including, but not limited to, its design, capacity, condition, merchantability, or fitness for use or for any particular purpose. The renter agrees that supplier will not be liable for any loss, consequential or other damages or expenses of any kind caused directly or indirectly by, or arising in connection with, the e-Bike, its use, operation or failure to operate, maintenance or failure to be maintained, or by any interruption of service or loss of use of the e-Bike.

10. CONDITIONS OF USE: The RENTER will not operate the e-Bike outside of the State or Territory in which it is rented.

RENTER will comply with all laws, ordinances or governmental rules and regulations relating to the use and operation of the e-Bike, which is identical to that of a motorcycle.

RENTER will ride the e-Bike only on sealed public and private roads. RENTER agrees to never use the e-Bike for off-roading purposes on dirt tracks. RENTER agrees to never use the e-Bike for sporting or racing purposes or operate the e-Bike in a manner that could result in RENTER prosecuted under the Hooning provisions of the Law prevailing in the State or Territory in which the e-Bike is rented.

RENTER agrees to never use the e-Bike or allow it to be used in a manner that this detrimental or damaging to the goodwill and reputation of SUPPLIER.

RENTER will check and report any mechanical failures or e-Bike performance failure to SUPPLIER immediately.

RENTER will not service the e-Bike, repair the e-Bike, make any adjustments or modifications to the e-Bike or alter any of the wiring or controls of the e-Bike or replace any part or accessory of the e-Bike, during the rental period.

RENTER will keep the e-Bike locked while unattended. In case of an accident involving the e-Bike, RENTER will notify the police and SUPPLIER immediately.

11. ENSURING GOOD CONDITION & PERFORMANCE: RENTER agrees notify SUPPLIER immediately if any of the following occurs;

- a) Puncture
- b) Diminished brake performance
- c) Blown light bulbs
- d) Warning light on instrument panel turns on
- e) Warn tyre tread
- f) Broken mirror
- g) e-Bike fails to move after battery was fully recharges
- h) Battery doesn't charge
- i) Fully charged battery runs out after travelling <30 km

Upon being notified of any of the above, SUPPLIER will remedy the issue within no more than 12 hours of receiving the notification and in most cases within 2 hours. In certain circumstances SUPPLIER may need to provide a replacement e-Bike, either on a temporary or per permanent basis.

12. PROHIBITED USE OF THE E-BIKE: The RENTER will not: (i) allow the e-Bike to be used by any person other than the RENTER or the additional rider specified above; (ii) carry passengers or property for hire on the e-Bike or use the e-Bike for any commercial purpose; (iii) tow or push anything with the e-Bike; (iv) operate the e-Bike in a test, race or contest or on long stretches of unpaved roads which are not suitable to an e-Bike or pose a risk to the RENTER and e-Bike; (v) instruct an unlicensed person in the operation of the e-Bike; (vi) allow anyone to ride the e-Bike who is prohibited by law from operating one; (vii) ride the e-Bike while under the influence of alcohol or a controlled substance, or a prescription or non-prescription drug which could impair the operator's ability to operate it; (viii) rider the e-Bike on freeways or highways having speed limits >90 km/hr; (ix) operate the e-Bike if it's damaged, un-roadworthy or fails to operate correctly and (x) use the e-Bike for an illegal purpose, including transportation of a controlled substance or contraband. A violation of this clause automatically terminates the rental agreement and makes the RENTER liable to SUPPLIER for all fines, forfeitures, liens and recovery and storage costs, including all related legal expenses.

13. LOSS OF KEYS OR REMOTE PENDANT: RENTER agrees to pay a fee of \$50 to replace any keys that are lost and/or not returned to SUPPLIER, plus any transport/towing fees related to the loss of the keys.

14. CONDITION AND RETURN OF E-BIKE: RENTER must return the e-Bike to SUPPLIER's rental office during normal business hours on the date specified in this agreement, and in the same condition in which it was received, except for ordinary wear. If the e-Bike is returned outside of normal business hours, the RENTER remains responsible for the loss of, and any damage to, the e-Bike until SUPPLIER'S inspection during the next business hours.

15. RESPONSIBILITY FOR e-BIKE DAMAGE OR LOSS, AND REPORTING TO POLICE: From the moment the e-Bike is delivered to RENTER and up until the moment it is returned to SUPPLIER and inspected by SUPPLIER, the e-Bike is deemed to be in the sole custody, care and responsibility of RENTER. As such, during that time RENTER is responsible for all damage to the e-Bike, including the cost of repair or total replacement costs, irrespective of who or what occasioned the damage or loss. As such RENTER agrees to exercise good judgment with regards to the use, care, storage and keeping safe of the e-Bike.

The RENTER is responsible for theft of the e-Bike, loss of use, or any diminished value caused by damage or repairs, and a reasonable charge to cover administrative expenses connected with any damage claim, whether or not the RENTER is at fault. If RENTER believes that their own insurance or credit card issuer covers the loss, RENTER will provide the name of the insurer and policy number or card issuer and its insurer. RENTER authorizes SUPPLIER to collect the loss directly from the insurer. RENTER also authorizes SUPPLIER to collect the loss directly from a third party responsible for the loss. SUPPLIER will refund any sum collected in excess of the loss. RENTER agrees to abide by all reasonable requests to assist SUPPLIER in completing any documentation and procuring payments from RENTER'S own insurer or credit card provider.

The RENTER must report accidents or incidents of theft and vandalism to SUPPLIER and the police as soon as the RENTER discovers them.

16. REPOSSESSING THE E-BIKE: SUPPLIER may repossess the e-Bike anytime it is found illegally parked, unlocked, being used in violation of the law or the terms of this agreement, or appears to be abandoned.

SUPPLIER may also repossess the e-Bike anytime if it discovers that the RENTER made a misrepresentation in this agreement or in any other document to obtain the e-Bike. RENTER waives, to the extent permitted by applicable law, any and all rights to prior notice and/or hearing prior to the repossession of the e-Bike by SUPPLIER, SUPPLIER's employees, agents or contractors.

SUPPLIER may also repossess the e-Bike anytime if rental payments are not paid and remain unpaid and in arrears for more than 60 days.

17. LOST PROPERTY: The RENTER releases SUPPLIER, its agents, and employees from all claims for loss of, or damage to the personal property of the RENTER or any other person that SUPPLIER received, handled or stored, or that was left or carried in or on the e-Bike or in SUPPLIER's offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. SUPPLIER will endeavour as much as is practically possible to reunite lost/misplaced property with their rightful owner.

18. WAIVER OF LIABILITY: RENTER agrees to release, waive, discharge, covenant not to sue and agree to hold SUPPLIER and its respective directors, officers, employees, agents, affiliates and assigns (collectively, "released parties"), harmless from and against any and all claims, damages, losses, liabilities, legal proceedings, whether civil or criminal, penalties, fines, or other sanctions, whether brought by RENTER, RENTER'S family or third party, that may have accrued or may accrue in the future against any released party directly or indirectly arising out of or relating in any respect to the rental or operation of the e-Bike by RENTER or any other person. This waiver and release will include, but not be limited to, any injury, damage or loss to the RENTER'S person or property which may be: (a) caused by any act, or failure to act, by any released party; or (b) sustained by RENTER before, during, or after the rental. This waiver and release does not release SUPPLIER from any liability that is caused by its intentional misconduct or from any other liability that cannot be effectively released by the RENTER under applicable law.

19. MODIFICATIONS: No term of this agreement can be waived or modified except as signed in writing by both parties. If the RENTER wishes to extend the rental period, RENTER must speak directly with SUPPLIER's representative.

20. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the RENTER and SUPPLIER. All prior representations and agreements regarding this rental are void.

21. GOVERNING LAW & JURISDICTION: This agreement shall be governed by, and construed under, Australian laws, without regard to any conflicts or laws or choice of laws principles that would require the application of the laws of any jurisdiction other than Australia, all rights and remedies being governed by said laws. Should a lawsuit be necessary to enforce this agreement, the parties agree that jurisdiction and venue are waived and suit shall be brought in the County and State of the principal office of SUPPLIER, that being Victoria, Australia.

22. MISCELLANEOUS: A waiver by SUPPLIER of any breach of this agreement is not a waiver of any additional breach or waiver of the performance of obligations under this agreement. Acceptance of payment from the RENTER or SUPPLIER's failure, refusal or neglect to exercise any rights under this agreement does not constitute a waiver of any other provision of this agreement. If any provision of this agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

23. RENTAL SCHEDULE:

Renter's Full Name			
Renter's Address			
	Sub:	State:	Zip:
Contact Phone Numbers	Mob:	Home:	
Email Address			
University			Campus:
Course			
Course Duration	Start:	End:	
Additional Rider's Full Name			
Additional Rider's Address			
	Sub:	State:	Zip:

Type Of Vehicle Being Rented	E-Bike		
Make, Model, MY	Braap	SEB-800	2015
Colour	Blue with green & black trim		
Identification	Rego:	Tag:	VIN:
Rental Start Date			
Rental Term			
Rental End Date			
Rental Amount	\$ 221.00	per month (Including GST)	
TPP Insurance Cover limit	\$ 10 million		
TPP Insurance Taken	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Initial:
TPP Insurance Premium	\$ 7.50	per month (Including GST)	
Payment Method	Regular automatic deduction from Renter's Credit Card		
Credit Card Type			
Credit Card Number			
Credit Card Expiration Date			
Credit Card CVV			
Total Monthly Payment	\$ 228.50		

24. ACKNOWLEDGEMENT & EXECUTION:

IN WITNESS AND ACKNOWLEDGEMENT HEREOF, the parties have executed this Rental Agreement to be effective as of the date of this Agreement as aforementioned. RENTER also hereby authorises SUPPLIER to charge the total monthly payment to RENTER'S credit card, as stipulated in the Rental Schedule.

Executed as an agreement by;

On behalf of SUPPLIER

Mr. Rod Hendricks
Managing Director

Signature: _____ Date: _____

and

RENTER

Full Name: _____

Signature: _____ Date: _____

25. RECURRING CREDIT CARD PAYMENT AUTHORITY:

I, _____ authorize SolarEV Pty Ltd to charge
(Full name)

my credit card indicated below for \$_____ on the 5th of each month for payment of my e-Bike rental.

My Address: _____

My Phone: Mob: _____ Home: _____

My Email: _____

Visa MasterCard Amex Discover

Cardholder Name: _____

Card Number: _____

Exp. Date: _____/_____/20____

CVV: _____ (3 digit number on back of card)

SIGNATURE: _____ DATE: _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify SolarEV in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. In the case of a Transaction being rejected for Non Sufficient Funds (NSF) I understand that SolarEV may at its discretion attempt to process the charge again within 3 days, and agree to an additional \$15 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.