



# Rental and use contract for electric scooters off-road as part of the guided rides STEPH TROTT' ALSACE

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## Identity of the Contracting Parties

This contract is concluded between the customer hereinafter referred to as "the User **Customer**" or "**User** " and the company **STEPH TROTT' ALSACE**, SAS with a capital of 5000 €, whose registered office is 9, rue Neumatt – 67390 MACKENHEIM, registered with the RCS from Colmar under the number 951 003 854.

## Preamble

The company **STEPH TROTT' ALSACE** offers its customers off-road electric scooter rides in the form of outings accompanied by a guide.

These walks are done exclusively on routes defined and validated by the company **STEPH TROTT' ALSACE**

This contract is made available to each **User Customer** before the ride on the website of the company **STEPH TROTT' ALSACE**. It is also displayed at the level of the scooter transport trailer. For convenience, translations of this contract and the sign-in form are also available but only the French version of these documents is authentic.

Because the safety of all and respect for the natural environment are fundamental things, each **User Customer** must imperatively respect all the rules defined in this contract as well as all the instructions that will be given by the guide on the day of the ride.

## Article 1 – Subject of the contract

The purpose of this contract is the rental of all-terrain electric scooters with its accessories and personal protective equipments as part of walks accompanied by a guide.

## Article 2 – Taking effect, provision and return of equipment.

The day of the ride and before handing over the scooter and its equipment:

The sign-in form of acquaintance and acceptance of this contract must be signed by the **User Customer**, namely 1 form per user and per Scooter.

A copy of the identity document of the **User Customer** will be made, the company **STEPH TROTT' ALSACE** undertakes to destroy it after return of the equipment.

The rental takes effect upon delivery of the equipment and accessories the **User Customer** by the **STEPH TROTT' ALSACE** staff.

From this moment the risks will be transferred to the **User Client** who will assume custody of the equipment and accessories handed over under his full responsibility and undertakes to use them in all circumstances "with due diligence."



The **User Customer** acknowledges that the Scooter and the accessories given to him are in good working order (tires, brakes, suspensions, helmet ...). He is responsible for damage other than normal wear and tear suffered by the vehicle, due to the use of routes unfit for traffic, shocks, or any other cause unrelated to **STEPH TROTT' ALSACE**

The rental ends at the end of the ride after handing over to **the STEPH TROTT' ALSACE** staff the rented equipment.

### **Article 3 – Deposit**

When the equipment is made available by **STEPH TROTT' ALSACE**, the User Customer is asked to pay a deposit of the total amount defined below:

- **1000 € per scooter** rented for the first 2 scooters.
- **500 € per additional scooter** from the 3rd rented scooter.

This deposit will only be taken by bank imprint through the payment terminal. **This imprint is not cashed during the rental period.**

To return the equipment if it returns in a state strictly identical to the state of departure, no deposit will be cashed.

Otherwise, if the equipment returned after the rental period were to have suffered shocks, damage, breakage, degradation or any other element that may impact the immediate rental of the said equipment, or the sustainability of the activity of the company **STEPH TROTT' ALSACE**, the deposit will be returned partially, Deduction made of any damage found and quantified as defined in article 11.2.

The company **STEPH TROTT' ALSACE** reserves the right to charge all or part of the deposit up to 31 days after the deposit is taken. It is agreed that the amount of the imprint can in no way constitute a limit of guarantee, the company **STEPH TROTT' ALSACE** retaining, if necessary, the right to sue the **User Customer** in order to obtain full compensation for his damage. If the amount is greater than the deposit, it will be cashed in full by the company **STEPH TROTT' ALSACE**, without any recourse being established by the **User Client**.

### **Article 4 – Payment and method of payment of benefits**

The **User Customer** may either pay the entire service at the time of booking on the **STEPH TROTT' ALSACE** website or pay a deposit of 20% of the amount of the reservation.

In the case of payment of a deposit of 20%, the balance of the reservation will be paid on the day of the ride and before delivery of the scooter and its equipment.

The accepted methods of payment are:

- online payment (email and smartphone required for payment on site via payment link)
- bank cards
- holiday vouchers
- cash

**Bank checks are not accepted.**



## Article 5 – Proposed itineraries

To always discover new places, several walks are proposed, and it's classified in 3 levels of difficulty, which allows everyone to find a walk adapted to his level.

- The "Discovery" routes:  
These are not very technical routes that mainly run on cycle paths, greenways, or wide paths.  
Requirements: all public, mastery of the use of a bicycle.
  
- The "intermediate" pathways:  
These are more technical routes, of longer duration, their route passes rather on paths and paths less wide in addition to bike paths or greenways.  
Requirements: any public who has easily completed the discovery trail
  
- The "Adventure" courses:  
These are technical routes, of longer duration, with more sensations, also passing through rough paths and trails, with significant differences in altitude...  
Requirements: Good physical condition, courses for athletes comfortable in mountain biking, skiing, snowboarding or people who have easily completed an "Intermediate" course

The company **STEPH TROTT' ALSACE** may, after the initiation time and at the exclusive discretion of the guide, refuse access to people whose level will not allow to ensure the ride safely for itself and for the group. (Non-mastery of the machine, level of practice or insufficient physical condition with the reserved ride, risks of delaying the group etc ...)

Similarly, the **User Client** may, after the initiation period, stop or abandon the reserved activity for personal reasons (incapacity, difficulties, fears, abandonment, or refusal of a person accompanying him...)

In these two cases the **User Customer** will benefit from the partial refund of his ride, an amount of 10 € will remain due to the company **STEPH TROTT' ALSACE** for equipment and initiation.

## Article 6 – Cancellation, delay, absence, postponement, and refund conditions

For the safety of all, **STEPH TROTT' ALSACE** reserves the right to cancel the outing in case of bad conditions (terrible weather, practicability of the paths, flooded areas ...). In this case the activity will be postponed to a later date.

In the absence of possibility of postponement, the full amount paid by the User Client will be returned to him.



In case of cancellation of the reservation by the **User Customer** up to 24 hours before the ride and for any reason whatsoever, **STEPH TROTT' ALSACE** will propose a new date of ride to the customer.

In the absence of acceptance of this new date by the **User Client**, he will benefit from a partial refund of his ride, an amount of 10 € will be retained by **STEPH TROTT' ALSACE** as administrative fees.

In addition, the **User Client** must arrive 30 minutes before the time of the reserved ride. This time is dedicated to the acquaintance of this contract, the signing of the sign-in form, the delivery of safety equipment, the explanations of safety and use instructions as well as the handling of the scooters.

Any delay or absence of the **User Client** at the defined time, as well as any cancellation occurring less than 24 hours before the defined time will de facto result in a cancellation of the reserved ride.

The **User Client** will not benefit from any refund in the following cases, whatever the reasons:

- Delay or absence of the **User Client** at the defined time.
- Cancellation of the **User Client** occurring less than 24 hours before the defined time.
- Abandonment of the **User Client** during the activity for any reason whatsoever (fall, injury, incapacity or other...)
- Refusal to take security as mentioned in Article 3.

Therefore, the entire amount paid will remain due to the company **STEPH TROTT' ALSACE** in respect of the damage suffered.

## **Article 7 – User customer**

**Each user** will have his scooter individually, it is strictly forbidden to transport a passenger on his scooter.

Any **minor User must be** at least 14 years old **on the day of the ride and must be accompanied by a legal representative if he is a minor.**

In the absence of an accompanying person, the minor **user** must provide parental authorization\* otherwise access to the ride will be prohibited.

In this case the **User Customer** will benefit from a partial refund of his ride, an amount of 10 € will be retained by the company **STEPH TROTT' ALSACE** as administrative fees.

\* Document downloadable on our website, transmitted on request and available on the day of the ride.

Each **User** must:

- Measure more than 1.40m and weigh no more than 120 kg (100kg for mountain circuits).
- Be in good physical shape and have no contraindications to sports practice.
- Wear closed-toe shoes and clothing appropriate to the activity and weather conditions.



- Wear (on the head!) throughout the ride, the safety helmet that will have been given to him.
- Scrupulously respect the instructions that will be given by the guide throughout the walk.
- Respect the equipment and do not damage it. Any damage will be invoiced to the **user**.
- Drive with caution, respecting the rules of traffic, controlling his machine and his speed, and not have a behavior that puts him in danger, nor endangers other practitioners or third-party users. Security distance of at least 3 meters.
- Imperatively and permanently keep the 2 hands on the handlebars.
- Respect the environment, the public domain, private property (no damage, no waste) by following only the route and the path commonly taken.
- Preserve the engine and battery life by avoiding unnecessary acceleration and pushing with the foot in steep climbs.
- Remain courteous and respect other users who remain priority (hikers, cyclists, horse riders ...)
- Accept because of the use of Off-Road Scooters outdoors the risks of getting wet and / or dirty and their consequences.
- Accept the risk of falling and its consequences by registering for this activity and signing this contract.
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It is also forbidden to:

- Exceed the accompanying person except at his request.
- Ride more than one person on the scooter, sit or crouch on the scooter, jump or skid voluntarily with the scooter.
- To hang on or be towed by another vehicle.
- Use phone, headphones, headphones when driving.

Each **User Customer** expressly waives the right to assert any claim of any nature whatsoever against the company **STEPH TROTT' ALSACE**, in particular about cases of accidents, injuries, damage to personal property or third parties occurring during the ride.

## **Article 8 – Traffic rules**

### **8.1. Compliance with the rules of the road**

Like all other users, **each user** must respect the rules of the road.

Each offence is punishable by a fine established in the name of the **User Client**. Under no circumstances can **STEPH TROTT' ALSACE** be held responsible for infringements committed by user customers.

For minor **users**, the legal representative undertakes with the company **STEPH TROTT' ALSACE** to explain and make them respect the highway code.

The company **STEPH TROTT' ALSACE** disclaims any responsibility for the explanation of the highway code to minors, whether they are accompanied by a legal representative or have in their possession parental authorization. This explanation is the sole responsibility of the legal representative or accompanying person.



## 8.2. Group traffic

Traffic will be carried out in groups of 10 people maximum accompanied by a guide.

Each **User Client** must scrupulously respect all the instructions given by the guide before and during the ride.

**Users** will circulate in single file, behind the guide, respecting a safety distance of at least 3 meters between scooters. Each **User** will pay attention to the stops and changes of direction that the guide will make as well as the users who precede it.

## 8.3. Traffic in built-up areas

In urban areas, **Users** will use bike paths or lanes.

If the carriageway is bordered on each side by cycle lanes, **Users** of these lanes must use the one on the right, in the direction of traffic and respect the traffic lights regulating the crossing of roads.

In the absence of cycle paths or lanes, **Users** are allowed to travel on roads with a maximum speed of 50 km/h, on the right side of the road. They may move away from parked vehicles on the right edge of the roadway, a distance necessary for their safety.

It is strictly forbidden to drive on the sidewalks, unless otherwise provided by the municipal authorities. In this case, each **User** will travel at low speed (6km/h) and will take care not to disturb pedestrians.

In case of stop, each **User** will make sure to park his scooter safely in accordance with the instructions given by the guide.

## 8.4. Traffic outside built-up areas

Outside built-up areas, **Users** will circulate on cycle paths, greenways, paths, and trails while respecting existing signage.

About the sections of road that may be used and whose maximum authorized speed is 80 km/h, the municipal authorities must not object to their use.

To reduce the risk of falls and accidents when driving on sections of road outside built-up areas, **Users** are:

- Will be careful not to drive too close to the shoulder.
- Squeeze as far to the right as possible in corners because cars only see users of two wheels at the last moment.
- Will be particularly careful when passing a truck, the air draw may unbalance the users of two wheels.



## Article 9 – Responsible conduct

Accompanied rides in All-Terrain Electric Scooters are neither a competition nor a rodeo!

For the ride to be a real moment of pleasure, relaxation and happiness for all, each **User** will behave responsibly which means, among other things:

- Accept and respect the safety rules, instructions, and choices of the guide.
- To drive with caution without overestimating his ability to keep control in all circumstances of the speed and trajectory of the scooter.
- Not to behave in a way that endangers itself or other practitioners or third-party users.
- To be courteous and polite and to respect other users who remain priority on the courses (hikers, cyclists, horse riders ...)
- To respect the environment, the public domain and private property (no damage, no waste ...)
- To take care of the equipment that has been given to him (scooter, safety equipment ...)

In fact, each **User** expressly accepts that the company **STEPH TROTT' ALSACE** reserves the right to interrupt at any time the ride of one or more participants in case of inappropriate behavior or non-compliance with the rules, after a first verbal warning remained without effect.

The **User(s)** concerned will not benefit from any refund and the full amount paid will remain due to **STEPH TROTT' ALSACE**.

## Article 10 – Security

### 10.1. Dress code adapted to the activity.

As mentioned in Article 6, each **User Customer** must wear closed shoes and clothing adapted to the activity and weather conditions.

Failing this, access to the ride will be refused to him and he will benefit from a partial refund of his ride, an amount of 10 € will be retained by the company **STEPH TROTT' ALSACE** as administrative fees.

Each **User Customer** will avoid wearing clothing accessories that are too long, too loose and destabilizing (for example scarf, dress, shoulder bag, long coat ...)

### 10. 2. Mandatory protective equipment

The company **STEPH TROTT' ALSACE** will make available to each **User Customer** before the ride of:

- Helmet with chinstrap (ready)
- Individual Charlotte (disposable)





### 10. 3. Recommended protective equipment.

Due to their strictly personal nature, the recommended personal protective equipment cannot, for obvious reasons of hygiene, be lent by the company **STEPH TROTT' ALSACE** to **User Customers**.

They can be brought by themselves and are also available for purchase on site before the ride:

- Protective gloves
- Protective eyewear
- Rain protection cape and projections

In addition, the company **STEPH TROTT' ALSACE** may lend free of charge to **User Customers** who so wish knee pads, elbow pads and fluorescent vests or fluorescent armbands within the limits of available quantities.

### 10. 4. Telephone and other sound devices

The use of the telephone or any other equipment that does not allow the handlebars to be held with 2 hands is strictly prohibited.

The use of any sound device (headphones, earpieces, speakers, etc.) is strictly prohibited, both for safety reasons and for reasons of respect for the environment and other users.

### 10. 5. Alcohol, drugs, medication

Each **User Client** undertakes to abstain from any consumption of products (alcohol, drugs, medicines, etc.) altering its lucidity during the use of the scooter.

The company **STEPH TROTT' ALSACE** disclaims any responsibility in case of use of a scooter under the influence of alcohol, narcotics or any other product or substance.

## Article 11 – Responsibilities

### 11. 1. Insurance

The company **STEPH TROTT' ALSACE** is covered in professional civil liability.

The scooters for rent are insured in traffic liability and criminal defense and recourse following accident with Generali L'équité through the company Wizzas.

These companies are governed by the Insurance Code.

The purpose of the civil liability guarantee is to meet the legal obligation to insure land motor vehicles. It makes it possible to cover the damages that **User Customers** may cause to others during the rental period, under the conditions mentioned in the insurance contract.

With the criminal defense guarantee, recourse following an accident after an accident for which **the User Customer** is responsible, the insurer takes charge of his amicable or judicial defense before the civil courts under the conditions mentioned in the insurance contract.



Each **User Client** is solely responsible for any damage caused to a third party and/or to **STEPH TROTT' ALSACE** resulting from non-compliance with regulations, non-compliance with the instructions formulated by the guide, and generally non-compliance with this contract. Consequently, the company **STEPH TROTT' ALSACE** and the guide disclaims any responsibility in the event of such an event.

In addition, **the User Customer** is solely responsible for his personal belongings (mobile phone etc ...) in case of breakage or loss or theft during the rental period. He will not be able to initiate any proceedings against the company **STEPH TROTT' ALSACE**.

### **11. 2. Breakage, loss, non-return, theft**

The **User Customer** assumes full responsibility for the equipment entrusted to him by the company **STEPH TROTT' ALSACE**, from its assumption of responsibility until its return. He is solely responsible for all damage other than normal wear and tear, as well as all damage caused to the rented equipment, whatever the cause or nature.

For minors, the legal guardian undertakes at the end of these conditions to assume all responsibility for any damage, theft, degradation caused directly or indirectly by the minor as a result of the rental.

However, **the User Client cannot be held liable for the harmful consequences of hidden defects in the rented equipment or wear and tear not apparent unfit for the use for which it is intended, as long as proof can be provided by the User Client.**

The costs of repair and/or replacement will be the sole responsibility of the **User Customer and** will be invoiced to him at the public rate of the supplier of said equipment, increased by a coefficient for penalties and care of 1.5.

In addition, in the event of voluntary damage, loss, theft and in general in the absence of any return of the material and equipment entrusted, it will be invoiced to the **User Customer** on the basis of its new value, to which will be added a flat rate for administrative costs and shipping costs of € 300.

Also, **the User Customer** will be responsible for compensation for the damage suffered by the company **STEPH TROTT' ALSACE**.

The company **STEPH TROTT' ALSACE** also reserves the right to exercise, against whom it is entitled, any recourse for all or not of the damage suffered.

### **Article 12 – Settlement of disputes**

In the event of a dispute between the **Customer** and the company **STEPH TROTT' ALSACE**, and if no amicable settlement of said dispute is found, it will be submitted to the competent court of Strasbourg.