



Terms and Conditions

In using this website, reserving products or services, purchasing products and services, and providing information, you are deemed to have read and agreed to the following terms and conditions:

General Terms

- Participants must read and sign the Assumption of Risk, Waiver and Release Agreement prior to renting a bike or taking a tour.
- Participants riding electric bikes (e-bikes) must be at least 18 years of age; participants riding pedal bikes must be at least 12 years of age. Proof of age may be required.
- Participants must comply with all traffic laws and ride with caution.
- Helmets and shoes with a back or back strap must be worn at all times when riding a bike.
- Locks are provided for free.
- Participants must be in good health and able to operate, control and balance the equipment at time of rental.
- Participants are responsible for the rental equipment, from the time the equipment is rented until the time the equipment is returned, including damage to the equipment and the theft of the equipment.
- Participants must inform YRyde Bykes if the equipment is damaged or not working properly.
- Participants may not sublease any of the rental equipment. Any sublease will immediately terminate any rental agreement with the participant.
- We strongly recommend that participants always carry a personal insurance policy.

Deposits, Payment, Reservations and Cancellation Policy

- We accept all major credit cards as payment.
- If you are running late for your reservation, call us and let us know. The rental time will start at the original booked time. You may extend your time and pay for an extension if it does not interrupt another reservation.
- You will receive a full refund if you cancel your hourly reservation 24 hours or more before your pick-up time.
- You will receive a full refund if you cancel your weekly or monthly reservation one week or more before your pick-up time. All other cancellations will be charged a \$100 cancellation fee.
- YRyde Bykes does not give credits or refunds for early returns.
- Late returns are subject to additional charges and late fees. If a bicycle is returned more than 15 minutes after scheduled time, the renter shall pay the rental fee for all items rented, rounded to the half-hour. For example, if one bike and a GoPro is scheduled to be

back at 10:00 a.m. and the bicycle is returned at 10:20 a.m., then the late fee will be for a half-hour for both the bicycle and the GoPro.

- In the event of rain you may reschedule your hourly reservation at no additional charge.
- If for any reason you will not be able to return with your rented bicycle, call us to tell us where you have left the bike. Make sure that you secured the bike with the lock that you were given when you rented the bike. We will order you a ride and pick up the bicycle. The fee for this service is \$100. You will need to return the helmets and other extras to YRyde Bykes and settle your bill.
- If we bring an action to enforce the terms and Conditions of the rental agreement or to recover any sums due to us, you agree to pay all of our legal fees, court costs, and other expenses for the same.

Fees for Lost or Damaged Equipment

Non-returns, damaged or missing parts and equipment are subject to costs for replacement or repair of the damaged parts or equipment. Replacement costs include:

- a. Elby bicycles: \$2,995.
- b. Rad bicycles: \$2,500.
- c. Batteries: \$600
- d. GoPro cameras: \$400.
- e. Baskets: \$75.
- f. Helmets: \$50.
- g. Locks: \$40.

Other Terms

- These terms and conditions, the Release, your rental, and all other aspects of our relationship relating to the same are governed by Illinois law. You agree to submit to the exclusive jurisdiction of the state and federal courts located in DuPage County, Illinois.
- If any portion of these terms or the Release is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not render any other term or provision of these terms of the Release invalid or unenforceable.
- These terms and conditions and the Release may not be amended or modified except in writing executed by YRyde Bykes.
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM YOUR PARTICIPATION IN OUR BIKE RENTAL PROGRAM. IF WE ARE FOUND TO BE LIABLE, SUCH LIABILITY SHALL BE LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID HEREUNDER OR (B) ONE HUNDRED US DOLLARS (\$100).

