

RENTAL CONTRACT



Between SARL NATURE **MOTONEIGE** on one side and the client on the other.

PILOT AND PASSENGER

SURNAME: _____ NAME: _____ TEL: _____

SURNAME: _____ NAME: _____ TEL: _____

- 1- I consider myself qualified to drive a snowmobile. I agree to follow all the instructions given by the guide, to be at least 18 years old, to hold a driving licence and not to be under the influence of alcohol.
- 2- Our snowmobile activity is not accessible to people prone to panic or clumsiness.
- 3- Our snowmobile activity is not accessible to people who do not feel capable of respecting the rules and instructions given by the guide.
- 4- Any person who reveals a lack of driving skills, as identified by the guides during the briefing, will not be allowed to take part in the tour as a driver.
- 5- Any person taking part on one of our snowmobiles undertakes to assess his or her ability to drive a snowmobile with certainty, in the interests of his or her own safety and that of others.
- 6- In the event of failure to observe these precautionary principles, the person concerned will assume full and total responsibility in the event of an accident ...

BREAKAGE INSURANCE - OPTIONS AND CONDITIONS

(Check the chosen option)

In case of a snowmobile being wrecked, the cost of the damage can go up to 11 000€.

Option 1: I subscribe to your breakage INSURANCE for the cost of **10€** per snowmobile (**deductible of 850€** per snowmobile). I commit to paying for damages caused up to the **maximum** amount of 850€.

Example 1: I break the windshield (a value of 290€), I will have to pay 290€.

Example 2: I break the front cover and a suspension arm (a value of 1800€), I will only pay the deductible of 850€.

Example 3: I return the snowmobile completely wrecked (a value of 11 000€), I will only pay the deductible of 850€.

Option 2: I decide **not to subscribe** to your breakage INSURANCE. I **commit to paying the total amount** of the damages caused on the snowmobiles and the downtime.

In case of breakage and downtime, **the deposit of 1500€** will be cashed.

Once the report showing the breakage is assessed (under 48 hours), the true amount of the damages will be sited on an invoice.

Example 1: If the amount of the damages does not exceed 1500€, Nature Motoneige shall reimburse the remaining amount.

Example 2: If the amount of the damages exceeds 1500€, the client shall pay for the remaining amount.

I authorize the company Nature Motoneige to cash my credit card deposit until the resolution of the dispute.

In any case, the client will receive an invoice and a report of the breakage so he can forward them to his insurance **FOR REFUND** (If he has subscribed to a personal breakage insurance) from the person responsible for the damage.

I hand my ID before the ride and a credit card numbers for the deposit :

- 850€ if I take out breakage insurance (see option 1)

or

- 1500€ if I do not take out breakage insurance (see option 2). They will be returned to me at the end of the tour if I have not caused any damage.

In the event of a dispute between both parties, only the court of Annecy will be a competent jurisdiction.

I hereby agree to fully comply to all of the instructions and the chosen option.

I agree to having read and accepting the general sales conditions (on the back of this page).

SIGNATURES of all users PRECEDED BY THE WORDS « READ AND APPROVED »

General Sales Conditions:

THE SNOWMOBILE AND ITS REGULATION:

Free use of snowmobiles is strictly forbidden in France. We've had to answer to very strict obligations. An ITD (A study of the impact and the environment in line with the laws) has been set up in order to obtain the authorisations to start this activity.

ART 1 – ACCEPTING THE PRESENT SALES CONDITIONS:

The hereby general sales conditions govern all of NATURE MOTONEIGE's sales. Therefore, placing an order implies that the client entirely endorses these conditions, except for all other documents such as flyers or the catalogue released by NATURE MOTONEIGE that are only of informational value.

ART 2 – BOOKING:

In order to undertake a snowmobile hike, the client must book a date for the activity by phone at 00 33 6 12 21 40 60 or at 00 33 6 07 07 10 75 or directly at our shop Annecy Folie.

Signing a rental contract will necessarily happen at our chalet before the beginning of the activity. You will find the present general sales conditions on it.

ART 3 – BUYING A GIFT VOUCHER:

In accordance with the Consumer Code, up to 7 days after buying a voucher online or in our store you have the right to withdraw. If the withdrawal takes place in under 7 days, you will be reimbursed. After those 7 days, there will be no reimbursements. Our gift vouchers are valid for 12 months.

ART 4 – ON THE DAY OF THE HIKE:

So that the company NATURE MOTONEIGE can organise their activity in the best conditions, the client commits to being present at the time that is indicated on his reservation.

For the successful running of our activity and out of respect for the other participants and the guide, you are requested to read the road map and other information that we will send to you. Please plan your drive in advance so as to arrive on time. We will not tolerate any delay. Our instructors have to leave on their tours and no reimbursement or compensation will be due.

The time of arrival takes in account a period of 30 minutes before the beginning of the activity, this period is necessary to fill out different administrative forms, to get equipped and for a first briefing explaining the safety rules and the instructions to handle the snowmobile.

Any delay will lead to a shortening of the activity time equal to the delay without any restitution since the time of 5 to 10 minutes that is necessary for the security briefing can not be shortened.

Without having received the instructions and safety briefing none will be able to participate in the activity, this means too great a delay will lead to the inability to ensure the service. Nevertheless, this one must be paid off to NATURE MOTONEIGE by way of compensation.

ART 5 – CANCELLATION OR MODIFICATION FROM THE CLIENT'S PART:

What concerns adding people to the booking, NATURE MOTONEIGE will accept depending on availability.

What concerns removing people from the booking and/or changing the date of the activity:

For a reservation of 4 snowmobiles and less:

- Cancelling or modifying is possible without any charges up to 48 hours before the reservation.

For groups of over 4 snowmobiles:

- If the modification occurs over 8 days before the reservation, there will be no charges. The contract will be modified compliantly. (This delay can be adaptable depending on the period.)
- If the modification occurs within 7 days before the reservation or not beforehand at all, the entire price for the initial reservation will be due to NATURE MOTONEIGE.

In case of an emergency and upon presentation of documentary proof, NATURE MOTONEIGE can choose to reimburse the client but they can not be imposed to do so. Either way the client shall notify the company of any information regarding his reservation: organizing the program, changing the number of participants, any delay or cancellation.

Considering this information, no changes will be accepted on departure, this concerns the main activity and all other activities (restaurant and sledging) booked with other service providers by NATURE MOTONEIGE.

Furthermore, if the client simply cancels an order or reservation, the company NATURE MOTONEIGE will keep the fees paid already by way of compensation.

ART 6 – CANCELLATION OR MODIFICATION FROM NATURE MOTONEIGE'S PART:

The NATURE MOTONEIGE company can not be held responsible for any delay of the activity due to external causes such as changes in regulation, force majeure, strikes.

Hikes will be maintained by all weather conditions. Bad weather is not a rightful reason to reschedule or cancel except in case the stations of Grand Massif decide to temporarily suspend all outside activities.

Snowmobile hikes can not take place in case there is a lack of snow.

In that case the NATURE MOTONEIGE company and the client will agree on another date or proceed to a cancellation.

After a cancellation from the part of NATURE MOTONEIGE, your deposit will automatically be refunded within 7 business days.

The guides working for the NATURE MOTONEIGE company have the right to cancel or modify a hike depending on the weather conditions or the participants level.

If during the reservation NATURE MOTONEIGE commits a mistake, they will automatically reimburse the client and offer them an adapted commercial gesture.

ART 7 – EXCLUSION:

The guides working for the NATURE MOTONEIGE company have every right to exclude a participant in a state of inebriation or who's behaviour disturbs the functioning of the activity or the safety of the group. In that case the client can not claim a reimbursement or any compensation.

ART 8 – INSURANCE:

The NATURE MOTONEIGE company has a professional civil liability insurance for it's own activities, they can not be held responsible for any incident or accident that might occur during an unsupervised activity.

Our open-air activities take place in a specific hazardous environment.

Given the specificity of the chosen activity, each participant understands that there is a risk associated with the distance, the isolation and the specific nature of the activity and the environment among other things. He knowingly takes responsibility for them and must comply with the safety rules and follow the indications of the competent authorities.

The participant/client is fully responsible for the rented material from NATURE MOTONEIGE. The company can not be held responsible for any damages that may be caused by this material.

In case of theft, loss or deterioration of the rented material, the client will be asked to pay for a compensation of the damage or a complete reimbursement of the material.

The NATURE MOTONEIGE company can not be held responsible for any losses, theft (including from a vehicle) or breakage of objects (for example glasses, cameras...) that participants might take along and that may occur during the activity.