

AGNES 1770 SCOOTER AND EBIKE HIRE RENTAL AGREEMENT, WAIVER & RELEASE

This Rental Agreement, Waiver and Release ("Agreement") is entered into between Agnes 1770 Scooter and eBike Hire ("Owner", "we", "us") and the undersigned hirer ("Hirer", "you").

1. Vehicles Covered

This Agreement applies to all vehicles hired from the Owner including scooters, electric scooters (personal mobility devices), electric bicycles, mountain bikes and mopeds, together with any accessories or safety equipment provided.

2. Queensland Legal Compliance

You agree to operate the hired vehicle strictly in accordance with all applicable Queensland laws and regulations, including the Queensland Road Rules and Transport Operations (Road Use Management) legislation. This includes, but is not limited to:

- (a) Wearing an approved helmet at all times;
- (b) Obeying all speed limits applicable to the vehicle type (including reduced speeds on footpaths and shared paths);
- (c) Giving way to pedestrians and keeping left on shared paths;
- (d) Riding only in areas where the vehicle is legally permitted;
- (e) Riding alone with no passengers unless the vehicle is specifically designed for passengers;

3. Eligibility and Age Requirements

You warrant that you are at least 16 years of age for unsupervised operation of e-scooters and personal mobility devices, or otherwise meet the minimum legal age and requirements applicable to the hired vehicle. You confirm that you are physically and mentally capable of safely operating the vehicle.

4. Rental Period and Payment

All hire fees must be paid in full prior to commencement of hire. Late returns may incur additional charges as advised at the time of hire.

5. Security Bond

A security bond may be taken, stored and applied toward cleaning, damage, loss, theft, fines, infringements, recovery costs or any other expenses incurred during the hire period.

6. Hirer Obligations

You agree to:

- (a) Operate the vehicle safely, lawfully and responsibly;
- (b) Use the vehicle only for its intended purpose;
- (c) Not permit any other person to operate the vehicle;
- (d) Wear appropriate protective clothing and footwear;

(e) Immediately report any damage, loss, malfunction or incident;

(f) Return the vehicle on time, clean and in the same condition as supplied, fair wear and tear excepted.

7. Prohibited Use

You must not:

- (a) Operate the vehicle under the influence of alcohol or drugs;
- (b) Perform stunts, racing or dangerous manoeuvres;
- (c) Ride on prohibited surfaces or locations;
- (d) Tamper with, repair, clean or modify the vehicle;
- (e) Use the vehicle in a reckless or negligent manner.

8. Damage, Loss and Theft

You are fully responsible for all damage, loss or theft of the vehicle during the hire period, regardless of fault, and authorise the Owner to charge repair, replacement or recovery costs to your nominated payment method on file.

9. Fuel, Charging and Battery Use

Where applicable, vehicles must be refuelled or recharged strictly in accordance with the Owner's instructions. Any damage caused by incorrect fuel use, charging or battery misuse is the Hirer's responsibility.

10. Insurance

No insurance is provided to the Hirer under this Agreement. Compulsory third party insurance does not cover damage to the hired vehicle or personal injury to the Hirer.

11. Risk Acknowledgement

You acknowledge that riding scooters, e-bikes and similar vehicles involves inherent risks including injury, death and property damage.

12. Liability Waiver and Indemnity

To the fullest extent permitted by law, you release, indemnify and hold harmless the Owner from all claims, losses, damages, injuries, death, costs and expenses arising from or in connection with your hire or use of the vehicle.

13. Termination

The Owner may terminate this Agreement immediately if you breach any term of this Agreement. Upon termination, the vehicle must be returned immediately.

14. Governing Law

This Agreement is governed by the laws of Queensland, Australia. **By signing our booking sheet, you acknowledge that you have read, understood and agree to be bound by this Agreement.**