RENTAL ROADBIKES TERMS AND CONDITIONS | HANA CYCLE CLUB

These terms and conditions apply to the lessee and the user(s) of Hana Cycle Club's rental road bikes. Matters not covered by these Terms and Conditions shall be governed by law or common custom.

1. Formation of Rental Agreement

The rental agreement for the use of the Rental Road Bike shall come into effect when the Manager receives the User Fee and delivers the Rental Road Bike to the Lessee.

Upon receiving the Rental Road Bike, the Lessee shall inspect and maintain the Rental Road Bike at the Lessee's responsibility. At the same time, the Lessee shall also inspect the exterior of the Bike and its accessories and shall assume all responsibility for the use of the Rental Road Bike from the date of hire onwards.

- 2. During the rental period, the Lessee shall be responsible for repairing any punctures, mechanical problems, etc. of the Rental Road Bike and shall maintain the Bike with due care until it is returned to the Manager.
- 3. The Lessee shall return the Rental Road Bike within the rental period and in the same condition as confirmed when the Rental Road Bike was handed over.

4. Damage or Breakdown

If the Rental Road Bike is damaged or malfunctions during the rental period, the Lessee shall be responsible for repairing it.

5. Downtime Compensation

In the event of an accident caused by the intentional or negligent act or omission of the Lessee and the Rental Road Bike requires repairs, etc., the Lessee shall pay the following compensation for the period during which the Rental Road Bike is not available for rental by the Manager.

3-day rental fee for the rental road bike

6. Theft or loss

If the Rental Road Bike is stolen or lost during the rental period, the Lessee shall pay to the Manager the following damage amounts.

- GRAVEL ¥160,000
- · MERIDA, ARAYA, JAMIS, XDS, Cinelli, BS Anchor Tiagra ¥160,000
- · Other Models ¥130,000

7. Accidents

The Lessee shall take the necessary legal measures, such as contacting the police. The Manager will not be liable for any damage to the user or any third party caused by the breakdown of the Rental Road Bike due to an accident.

8. Prohibited Acts

The Lessee shall not allow any person other than the lessee and the user(s) named in the Rental Application Form to use the Rental Road Bike during the rental period. The following other acts are prohibited.

- (i) Reckless driving, driving under the influence of alcohol, or any other act that violates traffic regulations.
- (ii) Use in dangerous or inappropriate places or methods.
- (iii) Any activity that obstructs the passage of pedestrians, etc.
- (iv) Any activity that obstructs the structure, design, or operation of the Rental Road Bike.
- (v) Alteration or modification of the structure or equipment of the Rental Road Bike.
- (vi) Riding without a helmet.
- (vii) Other acts in violation of laws and regulations.

9. Agreed Jurisdiction

In the event of any dispute regarding rights and obligations under this agreement, it is agreed that the district court with jurisdiction over Hana Cycle Club, a non-profit organization, shall be the Sapporo District Court.

I agree to the above Terms and Conditions.

Signature of Lessee

Manager TOSHIRO YAMAGUCHI

Chairman, Hana Cycle Club