

RENTAL CONTRACT



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

PILOT AND PASSENGER

Surname: First Name: Phone number:

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- 1- **I consider myself capable of driving 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 suitable** for people **prone to panic or clumsiness**.
- 3- Anyone 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.
- 4- In the event of failure to comply with these precautionary principles, the person concerned will assume full and total responsibility in the event of an accident.

BREAKAGE INSURANCE - OPTIONS AND CONDITIONS

(I tick the chosen option)

Useful information: The cost of damage can reach up to €11,000 if a combustion engine snowmobile is declared a total loss, and €20,000 for an electric snowmobile.

- Option 1:** I subscribe to your Breakage and Property Damage INSURANCE for the cost of **10€** per snowmobile (deductible of **€850** per snowmobile). I undertake to pay for any damage caused, up to a **maximum** of €850.

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

Example 2: I break a front cover and a suspension arm (a value of €1,800), 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.

Initials

- Option 2:** I choose **not to subscribe** to your Breakage and Property Damage INSURANCE. **I undertake to pay the full amount** of the damage I cause to the snowmobiles, plus the immobilisation.

In the event of damage and immobilisation, **the €1500 deposit will be cashed**.

Once the damage has been assessed, an invoice will be issued for the actual cost of the damage.

Example 1: If the damage is less than €1.500, Nature Motoneige will reimburse the difference.

Example 2: If the damage is more than €1.500, I undertake to pay the balance to settle the full bill for the damage I have caused, up to €11,000 (€20,000 for electric snowmobiles).

Initials

I authorize Nature Motoneige to debit my credit card until the dispute has been settled.

In all cases, an invoice and a report will be drawn up so that the customer can, if necessary, forward it to his insurance company.

If I pay in cash on site:

I hand in my ID before the hike and a deposit cheque for:

- **€850** if I take out Breakage Insurance (see option 1)

or

- **€1,500** 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 the parties, only the District Court of Annecy will have jurisdiction.

I undertake to comply with all the instructions and the chosen option without reservation.

I undertake to have read and accepted the general terms and conditions of sale (on the back of this page).

SIGNATURES of all drivers/passengers PRECEDED BY THE STATEMENT «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:

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 14 days after buying a voucher online or in our store you have the right to withdraw. If the withdrawal takes place in under 14 days, you will be reimbursed. No refunds will be made after the 14-day cancellation period. Our gift vouchers are valid for 24 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 must 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.