

# **OVER THE EDGE SPORTS FRUITA LLC**

## **Damage Cost Protection Agreement.**

I, \_\_\_\_\_ am purchasing damage cost reduction protection offered by Over the Edge Sports Fruita LLC to reduce the cost to me of potential damage to Rental/Demo bike # \_\_\_\_\_, make/model \_\_\_\_\_ during the date(s) listed here \_\_\_\_\_.

Subject to the following conditions: (Please initial each section.)

\_\_\_\_ -I acknowledge that all damage amounts are figured in retail pricing.

\_\_\_\_ -I acknowledge that all damage amounts shall be for parts and labor (time it takes to repair/ replace parts)

\_\_\_\_ -I acknowledge that the first \$100 dollars of damage in retail repair cost of parts and labor shall be covered on all damaged items as determined by the repair technician who evaluates the bikes condition upon its return.

\_\_\_\_ -I acknowledge that on repairs with a retail cost of between \$101-\$400 I shall be liable for 40% of the repair cost on items deemed damaged by the repair technician who evaluates the bikes condition upon its return. (Example Given: \$400 repair to replace damaged carbon fiber rear triangle due to crash= \$160 repair charge)

\_\_\_\_ - I acknowledge that on repairs with a retail cost of between \$401-\$2000 I shall be liable for 50% of the repair cost on items deemed damaged by the repair technician who evaluates the bikes condition upon its return. (Example Given: \$600 to replace stanchion tubes on suspension fork due to a large scratch in the stanchion tubes caused by scraping a rock= \$300 repair charge)

\_\_\_\_ - I acknowledge that should a total loss of the bicycle occur, due to any circumstance, while the bike is in my possession this damage cost reduction protection shall be secondary to other insurance coverages owned by me that may cover the cost of replacement subject to that insurance providers conditions for a claim. Should no coverage be available from another insurance provider this damage cost reduction protection shall allow for replacement of the bicycle total loss for 50% of the retail price of the same model of bicycle, based on the retail cost of a new bicycle. A total loss shall be determined by the manager on duty on the date and at the time of notification of the loss. Should a total loss occur, the damaged bicycle will remain the property of Over the Edge Sports Fruita LLC.

\_\_\_\_ - I acknowledge that this is not an insurance product. It has not been evaluated by any governmental body and is not endorsed by any governmental agency. This is a contract with the owners of the bicycle that I rented, and its purpose is to reduce potential future retail priced damage charges. Retail damage charges that I would incur anyway should the rental/demo bicycle be damaged while in my possession.

\_\_\_\_ - I acknowledge the fee for this damage cost reduction protection is \$5 per rental day per bicycle. This is a whole agreement with no attachments or addenda.

SIGNED \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

Printed Name

I am DECLINING to participate in Over The Edge Fruita LLC's Damage Protection Program. I acknowledge that I am solely responsible for any damage or loss of the rental equipment while in my possession and that I will have to pay for any such damages at full retail value.

SIGNED \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name