



bicycle cellar

200 E FIFTH ST
SUITE 105
TEMPE, AZ 85281
480-219-7225

**BICYCLE RENTAL
AGREEMENT AND
RELEASE**

Renter's Name		Renter's Phone	
Renter's Birth Date		Renter's Email	
Renter's Address			

THE BICYCLE CELLAR agrees to rent the following bicycle (the "bicycle") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below. The bicycle shall be rented for the time period and hourly rate specified as follows:

Bicycle ID#		Bicycle Color	
TIME OUT		TIME BACK	
TOTAL RENTAL AMOUNT		SECURITY DEPOSIT	
LOCK #'s: HELMET(S):		ADDITIONAL ACCESSORIES	

BC Rep
Initials
Upon
Return

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE BICYCLE CELLAR FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY THE BICYCLE CELLAR AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge **THE BICYCLE CELLAR, THE BICYCLE CELLAR'S** agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the bicycle; or in any way arising out of the rental relationship between Renter and **THE BICYCLE CELLAR.**

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless **THE BICYCLE CELLAR, THE BICYCLE CELLAR’S** agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter’s use, misuse or abuse of the bicycle.

Terms and Conditions

1. Assumption of Risk and Loss. Renter acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the bicycle. Renter also assumes all financial losses in the event of a crash or theft.

RENTER INITIALS
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2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by **THE BICYCLE CELLAR**, and any applicable laws or regulations.

3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the bicycle:

- There are **no passengers** permitted on the bicycle unless expressly permitted by **THE BICYCLE CELLAR** in writing prior to use.
- There is **no smoking** while on the bicycle.
- There are **no alcoholic beverages** permitted while using the bicycle.

4. Unsafe Use. If at any time **THE BICYCLE CELLAR** determines that Renter has engaged in an unsafe or hazardous use of the bicycle, **THE BICYCLE CELLAR** may immediately terminate the rental. Upon notification of termination, Renter must return the bicycle to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. **THE BICYCLE CELLAR** shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

5. Condition of Bicycle upon Return. The Renter shall return the bicycle to the designated return area clean and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for losses due to damage or theft of the bicycle and any accessories during the rental period. Renter will pay **THE BICYCLE CELLAR** the full new retail value amount of damages or losses caused by Renter during the rental period, including reasonable attorney’s fees in the event of collection proceedings.

6. Late Return. If Renter returns the bicycle to the designated return area more than 30 minutes after the scheduled “Time Back,” Renter shall be billed for the next longer rental period.

7. Improper Locking. Bicycle may be re-locked or impounded if we find it to be locked in an insecure manner, for both protection of our asset(s) and renter’s economic interests.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RENTER

Signature

Print Name

Date