



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
 Check-In

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. 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 INITIALS
[Empty box for initials]

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 any damage caused to the bicycle during the rental period. **THE BICYCLE CELLAR** shall retain any portion (or all) of Renter’s security deposit as necessary to cover repairs for such damages. To the extent that damages to the bicycle exceed the amount of the security deposit, Renter shall be billed by **THE BICYCLE CELLAR** for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees.

6. Late Return. If Renter returns the bicycle to the designated return area more than 20 minutes after the scheduled “Time Back,” Renter shall forfeit his/her security deposit.

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