

# RENTAL AGREEMENT



## **RULES OF SERVICE**

You are renting a bicycle from PedalAnywhere Seattle, a service of Seattle Monthly Bike Rental, LLC, henceforth "Pedal Anywhere". Payment of the rental charge will be made up front by cash or credit card. At the end of the rental term your bike must be returned to Pedal Anywhere at the appointed time. The renter agrees to lock bicycles securely when not in use, and to store bicycles indoors overnight.

## **BIKE DAMAGE, LOSS, OR THEFT**

If a bike or its components are lost, stolen or damaged beyond repair during the rental period, the renter is responsible to pay Pedal Anywhere for the cost to fully restore or replace the bicycle. Damages will be itemized and invoiced to the renter no later than 7 days after the rental period ends. Pedal Anywhere will charge only the wholesale replacement cost of any broken parts, including any applicable shipping and labor costs. Pedal Anywhere certifies that our rental bicycles are only delivered in good condition, and renters must return bikes in similar condition or face additional charges.

Normal wear and tear will NOT be charged to the renter, including but not limited to: flat tires, brake pad wear, derailleur or brake cable tension, replaceable hardware, or dirtiness of frame or components. In the event of total loss, whether by irrevocable damage, loss, or theft, the renter agrees to a maximum personal liability of \$500 for hybrid bicycles and \$1,000 for road and touring bicycles.

## **MAINTENANCE**

During the rental term Pedal Anywhere will not provide maintenance unless "Roadside Assistance" was purchased at the time of rental. If necessary, please see local bike shops for tuning. If a maintenance or damage issue renders a bicycle unrideable, Pedal Anywhere may at its sole discretion agree to bring a replacement bicycle at no additional charge, though the renter will still be financially responsible for repairs to the damaged bicycle.

## **REFUND POLICY**

Rentals are nonrefundable once the bicycle has been delivered, and renters will pay for any accrued usage. Renters may freely choose to return bicycles early, and in such cases Pedal Anywhere will refund the unused portion only. For example, if an \$89 weekly rental is returned within 24 hours, the renter will be charged the daily rate of \$39 and be entitled to a refund of \$50.

## **DEPOSIT**

By signing the liability form provided at the time of delivery, the renter hereby authorizes Pedal Anywhere to invoice for damage, loss, or theft, as specified above. By signing, the renter agrees to a maximum personal liability of \$500 for hybrid bicycles and \$1000 for road and touring bicycles.

## **RELEASE OF LIABILITY**

I, the undersigned (and my parents and/or legal guardian, "Guardian" for customers 14-17 years of age), on my behalf and on behalf of my heirs, personal representatives, successors and assigns (collectively "Heirs and Assigns"), in consideration of the rental of a bicycle from and/or the permission to ride a bicycle (the "Bicycle") owned by Seattle Monthly Bike Rental, L.L.C. (the "Rental Operator"), state that I have read and understand and hereby expressly accept and agree to the following:

I understand that the risks of biking are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO BIKES, GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; problems loading, unloading or riding the bicycle; encountering trees, limbs, brush, rocks, structures, traffic, ropes, barriers, and/or other human made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; negligence of other riders, persons, or vehicles; and/or negligent actions of Rental Operator, its respective affiliates, subsidiaries, officers, directors, employees, dealers, distributors and agents (the "Released Parties"). I have made no misrepresentations to the Released Parties in any regard, including, but not limited to, my height, weight, age, or abilities. A helmet has been provided to me and I will wear a helmet at all times. I understand that wearing a helmet may decrease the risk of head injury. I am physically and mentally able to ride the bicycle, I am familiar with bicycle riding and its physical and mental requirements and risks involved, and I am able to handle the hazards of traffic and weather conditions associated with bicycle riding. I will assume responsibility for the condition of the bicycle and all other biking equipment (the "Equipment") and I fully understand how to use the Equipment. I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment.

I RELEASE AND DISCHARGE the Released Parties from ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION ("Claims") OF ANY KIND WHATSOEVER WHICH I OR ANY OF MY HEIRS AND ASSIGNS NOW HAVE OR LATER MAY HAVE AGAINST ANY RELEASED PARTY RESULTING FROM OR ARISING OUT OF MY RENTAL OR ANY USE BY ANY PERSON OF THE BICYCLE, REGARDLESS OF WHETHER SUCH CLAIMS RELATE TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION OR MAINTENANCE OF THE BICYCLE OR THE CONDITIONS UNDER WHICH THE BICYCLE IS USED.

I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN MY RENTAL, INCLUDING THE RISK OF THE RELEASED PARTY'S NEGLIGENCE.

I acknowledge and understand that this Release EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS I or any of my Heirs and Assigns have or may have against the Released Parties arising out of my rental or any use by any person of the Bicycle, including without limitation all such Claims resulting from the NEGLIGENCE of any Released Party or arising from STRICT PRODUCT LIABILITY or resulting from any BREACH OF ANY EXPRESS OR IMPLIED WARRANTY by any Released Party, and regardless of whether such Claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or unliquidated or foreseen or unforeseen or arise by operation of law or otherwise. I acknowledge and understand that by signing this Release I and my Heirs and Assigns AGREE NOT TO SUE any or all of the Released Parties for any injury or death to myself, my property, any other person or such person's property resulting from or arising out of my rental or any use by any person of the Bicycle. If I do file a lawsuit, I agree to pay any attorney fees, costs or judgments incurred by the Released Parties even if the Released Parties are found negligent. I FURTHER AGREE TO INDEMNIFY THE RELEASED PARTIES AND HOLD THEM HARMLESS FOR ANY DAMAGES, INJURIES, JUDGMENTS OR LAWSUITS, including any attorney's fees and costs incurred by the Released Parties as a result of my participation in bicycle rental, or any lawsuits resulting from such participation. I agree my obligation to indemnify and hold the Released Parties harmless applies even if the Released Parties are negligent.

I acknowledge that I have been advised of and agree to waive on my behalf and on behalf of my Heirs and Assigns, and fully understand the effect of such waiver, all benefits flowing from any statute or the statute of any other state which would otherwise limit the scope of this Release. By signing this Release, I certify that I have read this Release and fully understand it, that I am not relying on any statements or representations of any of the Released Parties and that I have been given the opportunity and sufficient time to read and ask questions regarding this Release. To the extent that the scope of this Release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this Release enforceable in such jurisdiction, without invalidating any other portion of this Release.

THIS IS A RELEASE OF LIABILITY, READ BEFORE SIGNING.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, FULLY UNDERSTOOD, AND AGREE WITHOUT RESERVATION TO THE ENTIRETY OF THIS RENTAL AGREEMENT.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_