

# 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 will be made in full at the time of delivery, At the end of the rental term your bike must be returned to Pedal Anywhere at the scheduled time. The renter agrees to lock bicycles securely at all times when not in use, and to store bicycles indoors overnight. Failure to do so will void any applicable damage or theft waivers purchased by the renter.

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

Renters may choose to purchase an optional Damage Waiver and/or Theft Insurance to protect themselves from liability for damage or theft. The Damage Waiver, if purchased, eliminates the renter from liability for damaged bicycle frames and components, provided that the Rules of Service above were upheld. Theft Insurance, if purchased at the time of delivery, eliminates renter liability for replacing a stolen bicycle. For the insurance to take effect and for the renter to be free of liability, Pedal Anywhere requires that the renter produce a copy of a police report detailing the circumstances of the theft and proving that the renter upheld the Rules of Service.

In the absence of applicable Damage Waivers and/or Theft Insurance, or if the Rules of Service were violated, the renter agrees to a maximum personal liability of \$500 for Fuji Absolute models, up to \$600 for Fuji Sportif models, up to \$900 for Fuji Touring models, and up to \$1,000 for Fuji Tread models.

Regardless of purchase of Damage Waivers or Theft Insurance, renters will NOT be held liable for costs associated with normal wear and tear, including: flat or worn tires, worn chains, worn brake pads or calipers, derailleur or brake cable tension or replacement, replaceable hardware, or dirtiness of frame or components.

## **MAINTENANCE**

During the rental term Pedal Anywhere will not provide maintenance unless optional "Trailside Assistance" was purchased at the time of rental. If necessary, please see local bike shops for tuning or flat repair, etc. If a maintenance or damage issue renders a bicycle unrideable, Pedal Anywhere may at its sole discretion agree to bring a replacement bicycle, though the renter will still be financially responsible for repairs to the damaged bicycle unless a Damage Waiver was purchased at the time of rental and the Rules of Service were upheld.

If Trailside Assistance is purchased at the time of initial delivery, the renter is entitled to one (1) replacement bicycle and/or additional pickup from any location within the cities of Seattle, Bellevue, Mercer Island, Newcastle, Redmond, Tukwila, SeaTac, Burien, Renton, Shoreline, Lake Forest Park, Bothell, Kenmore, Woodinville, Kirkland, or unincorporated areas of King County wholly contained within the cities listed above. Trailside Assistance is not available outside of these areas, and may not be purchased after the bicycle has been delivered.

## **REFUND AND CANCELLATION POLICY**

Because payment is not taken until delivery, renters may cancel without penalty until the time of delivery. Once a bicycle is delivered, 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 a \$99 weekly rental is returned within 24 hours, the renter will be charged the daily rate of \$39 and receive a refund of \$60.

## **DEPOSIT**

No deposit is required to use our service. However, by signing this Rental Agreement provided at the time of delivery, the renter agrees to be bound by its provisions and authorizes Pedal Anywhere to invoice for damage, loss, or theft, as specified above.

## **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 in accordance with King County law. I understand that wearing a helmet may decrease but not eliminate the risk of head injury. I certify 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 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 \_\_\_\_\_