

Haven Cycles Rental Agreement & Release

121 Knickerbocker Ave, BK • 347-529-4621

Renter's Name _____

Renter's Phone _____

Renter's Birth Date _____

Renter's Email Renter's Address _____

HAVEN CYCLES 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 _____

Read the following sections fully and carefully prior to signing. This is a legally valid and binding obligation to release Haven Cycles from all known and unknown obligations, and to indemnify Haven Cycles 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 HAVEN CYCLES, HAVEN CYCLES'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 HAVEN CYCLES.

Bicycle Rental Agreement and Release Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless HAVEN CYCLES, HAVEN CYCLES'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.

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 _____

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 HAVEN CYCLES, and any applicable laws or regulations.

RENTER INITIALS _____

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. • There is no smoking while on the bicycle. • There are no alcoholic beverages permitted while using the bicycle.

RENTER INITIALS _____

4. Unsafe Use. If at any time HAVEN CYCLES determines that Renter has engaged in an unsafe or hazardous use of the bicycle, HAVEN CYCLES 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. HAVEN CYCLES shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

RENTER INITIALS _____

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. HAVEN CYCLES 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, or the bicycle is stolen during the rental period, Renter shall be billed by HAVEN CYCLES for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.

RENTER INITIALS _____

6. Late Return. If Renter returns the bicycle to the designated return area more than 30 minutes after the scheduled "Time Back," Renter shall forfeit his/her security deposit.

RENTER INITIALS _____

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

Signature _____

Print Name _____

Date _____