

MIKE'S BIKES and TOURS

BICYCLE RENTAL / TOUR AGREEMENT

This Bicycle ("Bike") Rental Agreement ("Agreement") is made between Mike's Bikes and Tours, Austin, Texas, USA, ("Owner") and (your name here), ("Renter"). Owner and Renter are hereinafter collectively referred to as "Parties". Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

Bike or Tour #: _____, and all its equipment, trailer, tow bike, or kid seat (if applicable), wheels, accessories, helmets, locks, and lights.

1. Term. This Agreement shall commence on the day the Renter takes possession of the Bike and remain in full force and effect until the Bike is returned to Owner. Renter shall return the Bike on _____ unless this Agreement is terminated earlier consistent with the terms herein.

2. Payment. Renter shall pay \$12/35/120 per hour/day/week and authorize Owner to charge the debit card or credit card on file with Owner an amount equal to all payments and fees due under this Agreement.

Renter shall also pay other charges in accordance with this Agreement due upon return of Bike, to the fullest extent allowed by law, including but not limited to:

a) Charges for optional services, if any;

b) Applicable taxes;

c) loss of, or damage or repair to the bike, loss of use, diminution of the bike's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;

d) A \$35 charge per day for late return of the bike;

e) Unless due to the fault of Owner, all fines, penalties, traffic (yes, traffic) violations, court costs, recovery charges and other expenses relating to the Bike assessed against Owner or the bike during the rental Term;

f) All expenses Owner incurs due to Renter's failure to return the Bike including costs in locating and recovering the Bike;

g) 0% interest, or the maximum amount allowed by law, for monies 14 days past due;

h) All costs incurred to collect unpaid monies due; and

i) Twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

3. **Security Deposit.** In addition to the fees listed in Section 2, **Renter shall pay a deposit of \$50**, unless otherwise specified, at the time this Agreement is signed. Owner may use the deposit, if any, to cover any amounts due under this Agreement, like locks, keys, lights, or helmets.

4. **Authorized Riders.** Only those who are a party to this Agreement, and sign the Agreement, are permitted to ride the Bike. Any other riders are prohibited from operating Bike.

5. **Insurance.** Mike's Bikes and Tours ***does not provide insurance*** for rider or persons injured by rider or bike during rental or tour operation, possession, or storage of bike by renter.

6. **Restrictions on Use.** ****Bicycle (bike) laws follow the same traffic laws as cars.*** Renter shall not:

a) permit the Bike to be ridden by any person who is not an Authorized Rider under this Agreement;

b) operate the Bike or permit it to be operated in violation of law, including but not limited to driving under the influence of alcohol or drugs, or in breach of rules and regulations of road traffic;

c) operate the Bike or permit it to be operated to commit a violation of law;

d) operate the Bike or permit it to be operated for any race, test, or contest;

e) operate the Bike or permit it to be operated for the transport of more passengers or goods than the maximum allowable for the Bike or to carry hazardous or explosive substances of any kind;

f) ride or permit the Bike to be ridden by any person who does not hold a current valid driver's license, or ID on file, and liability waiver signature, to ride Bike;

g) ride or permit the Bike to be ridden excessively on grass (thorns) or surface likely to cause damage to the Bike;

h) operate the Bike or allow it to be operated to push or tow any other vehicle/bike/skateboard/pedicab;

i) operate the Bike in a manner which could be considered unsafe and or not in accordance with the city, state and federal laws of the jurisdiction that bike is being rented in.

7. Repair or Loss and Reporting to Police. Bike shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent. Renter shall alert Owner to any damage to the Bike. Renter shall be responsible for any loss or damage to Bike and loss of use, diminution of the Bike's value caused by damage to it or repair to it and missing equipment. In the event Renter is in an accident, has an incident or if Bike is subject to theft or vandalism Renter shall report the accident or incident to Owner as soon as practicable.

8. Condition of Bike. The Condition of Bike Checklist is hereby incorporated by reference. Renter acknowledges that Renter has examined the Bike thoroughly and that it is in good condition except as otherwise noted. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Return of Bike. Renter shall return the bike on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Bike to the agreed return location. If Bike is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Bike.

10. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

11. Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Bike by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. In no event shall Owner be responsible for any indirect, special or consequential loss or damages arising from Renter's use of Bike or bike trailer, including but not limited to loss profits and loss revenue, even if informed of such damages. This waiver also includes no liability of owner in transporting clients for bike tours in a vehicle. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF BIKE or TRAILER, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Ownership. Owner shall at all times retain ownership and title to the Bike. Renter shall immediately notify Owner in the event Bike is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action.

13. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

14. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

15. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

16. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

17. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

19. Renter or Tour client holds no liability to the owner if they choose to not wear a helmet, as helmets are advised for safety. By signing, you are in agreement that you will be offered a helmet, but may choose to not wear one, which is not a liability to Mike's Bikes and Tours.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

**** Please do not ride in the Grass and Take the lights with you**

***RIDE AT YOUR OWN RISK, WEAR A HELMET, INSPECT THE BIKE BEFORE RIDING, YOU ARE RESPONSIBLE FOR DAMAGES.**

***PLEASE NOTE: LOCK REPLACEMENT = \$40 / LOCK KEY = \$10 / LIGHTS (SET) = \$15 / HELMET = \$25**

****LOCK KEY REPLACEMENT WITH RESCUE (FAULT OF RIDER) = \$30 / \$50 DURING ACL FEST/SXSW****

Print Name: _____

Signature: _____