

51345 Bittersweet Rd. Granger, IN 46530 574-243-4994

BICYCLE RENTAL AGREEMENT AND RELEASE

info@spinzonecycing.com

Renter's Name	Renter's Phone	
Renter's Birth Date	Renter's Email	
Renter's Address		

Spin Zone Cycling agrees to rent the following item(s) to the Renter above, or it 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 item(s) shall be rented for the time period specified. Any items returned after the agreed date will be charged for extra days based on the **Spin Zone Cycling** rental price and the number of days late the item is returned.

Bicycle Information						
Spin Zone ID #	Bicycle Model	Bicycle Color	Bicycle Serial #			
	Other Items Rent					
Accessory Type	Qty. Rented	Brand	Color & Size			
	Pricing Information					
Rental Fees	Taxes	Total Deposits	Total			
Renter Agrees that above information, or information on the digital rental		Date Out	Date Due Back			
agreement, on Rental Items is correct.	C					
0: /						
Signature		Time Out	Time Due Back			
Print Name						
Date						
			<u> </u>			

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE SPIN ZONE CYCLING FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY SPIN ZONE CYCLING 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 SPIN ZONE CYCLING, SPIN ZONE CYCLING'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 SPIN ZONE CYCLING Indemnification.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless **SPIN ZONE CYCLING, SPIN ZONE CYCLING'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.

RENTER	
Signature	
Print Name	
Fillit Name	
Date	

Terms and Conditions

- 1. <u>Assumption of Risk</u>. 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.
- 2. <u>Acceptable Use</u>. 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 **SPIN ZONE CYCLING**, and any applicable Federal, State, and Local laws or regulations.
- 3. <u>Prohibited Activities</u>. 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 **SPIN ZONE CYCLING** in writing prior to use.
 - There is **no smoking** while on the bicycle.
 - There are **no alcoholic beverages** permitted while using the bicycle.
- 4. <u>Unsafe Use</u>. If at any time **SPIN ZONE CYCLING** determines that Renter has engaged in an unsafe or hazardous use of the bicycle, **SPIN ZONE CYCLING** 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. **SPIN ZONE CYCLING** shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous." <u>Condition of Bicycle upon Return</u>. 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. **SPIN ZONE CYCLING** 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 **SPIN ZONE CYCLING** for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.

- 5. <u>Late Return</u>. If Renter returns the bicycle to the designated return area after scheduled drop off date, renter agree to pay the daily fee listed on the . **SPIN ZONE CYCLING** rental fee list. Renter has reviewed . **SPIN ZONE CYCLING** hours of operation.
- 6. <u>Vehicle Damages</u>. All hitch or truck mounted racks are solely the responsible of the renter. **SPIN ZONE CYCLING** is and in no way will be held for damages to personal vehicles, or to property transported on racks. Renter **IS** responsible for both the security of the rack to the vehicle, and security of cargo. Any damage to racks or rented bikes, causing a useability situation **NO** deposit will be returned and **additional replacement costs maybe added.**

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	_

Spin Zone Cycling reservices the right to maintain copy of the following documents. Spin Zone Cycling reservices the right to charge the credit card of the Renter in the event of damages, late return of rented items, and/or unreturned rented items. Renter gives permission to Spin Zone Cycling to keep on file the following items:

- Front and Back photo copy and/or digital scan of State/ or Federal Photo ID
- Front and Back photo copy and/or digital scan of a Major Credit Card
- Electronic record of Renter's credit card number

RENTER		
Signature	_	
Print Name	_	
Date	_	