

Wyckoff Cycle, LLC

RENTAL AGREEMENT

RENTER INFORMATION

Name:

Address:

Email address:

Phone Number:

DL/Passport #:

Cycling Experience (years and level of experience, bike(s) you use/own):

Bike & Equipment rented:

Pick up date:

Fee per:

DAY:

HOUR:

Anticipated rental return date & location:

Deposit: \$_____ (credit card)

Wyckoff Cycle, LLC (WE or Wyckoff Cycle, LLC) rents bicycles and certain equipment (RENTAL BIKE) on the following terms and conditions (AGREEMENT).

WE ARE RENTING A RENTAL BIKE TO YOU (the person named above, i.e., RENTER). YOU ARE RESPONSIBLE FOR THE RENTAL BIKE FROM THE TIME YOU TAKE POSSESSION OF IT UNTIL IT IS RETURNED IN KEEPING WITH THIS AGREEMENT. YOU AGREE THAT YOU WILL BE THE ONLY PERSON WHO RIDES THE RENTAL BIKE. YOU AGREE THAT THE RENTAL BIKE WILL REMAIN IN YOUR POSSESSION AT ALL TIMES.

IF THE RENTAL BIKE IS LOST, STOLEN, OR DAMAGED, YOU ARE RESPONSIBLE FOR ITS FULL REPLACEMENT VALUE, ESTIMATED NOT TO EXCEED \$_____ U.S. DOLLARS AND FOR ANY AND ALL OTHER FEES, CLAIMS, EXPENSE, OR OBLIGATIONS TO PERSONS OR PROPERTY DURING THE TERM OF THIS AGREEMENT. YOU ARE OBLIGATED TO CONTACT US IMMEDIATELY IN THE CASE OF ANY RENTAL BIKE LOSS, DAMAGE, MECHANICAL FAILURE, OR ABNORMALITY.

YOU RECOGNIZE THAT CYCLING IS AN INHERENTLY DANGEROUS ACTIVITY AND REQUIRES THE RIDER TO BE EXPERIENCED, LAW ABIDING, AND DEFENSIVE. Wyckoff Cycle, LLC STRONGLY RECOMMENDS THAT CYCLIST RIDE IN A GROUP AND CARRY YOUR INSURANCE CARD AND EMERGENCY CONTACT INFORMATION WITH YOU WHILE RIDING.

IF YOU ARE INJURED OR INJURE ANYTHING OR ANYONE DURING THE TERM OF THIS AGREEMENT, YOU ARE FULLY AND SOLELY RESPONSIBLE FOR ALL ASSOCIATED CLAIMS, OBLIGATIONS AND LIABILITY. Wyckoff Cycle, LLC DOES NOT OFFER OR PROVIDE ANY INSURANCE OR OTHER ASSURANCES, SERVICES, OR PROTECTION.

1. Insurance. You are responsible for carrying your own travel, health, and dental insurance to cover personnel medical care in case of accident, loss due to cancellation, and any third party liability that may arise from the use of the Rental Bike by RENTER. No coverage is available from Wyckoff Cycle, LLC to insure you or the Rental Bike from loss in case of damage, theft or other liability incurred in the use of the rental bike.

2. Use of Rental Bike. You are aware that many roads are poorly maintained and may have blind corners and are aware that such hazardous conditions do exist and you agree to operate the Rental Bike safe manner for all road conditions. Furthermore, it is the responsibility of RENTER to operate the Rental Bike in a manner appropriate to any and all prevailing road and weather conditions including but not limited to the following:

- a) RENTER agrees to wear a helmet while operating the Rental Bike.
- b) RENTER knows the relevant rules of the road and practices safe cycling.
- c) RENTER has experience operating a bike(s) similar to the Rental Bike.
- d) RENTER will operate the bike only during daylight (from sunrise to sunset). (Rental Bike is not provided with lights for nighttime riding.)

3. Theft, Loss, Damage, Deposit. You are responsible for any and all damage to your Rental Bike. This includes but is not limited to any form of loss, theft, or damage to the Rental Bike, you, other persons, and property.

A valid credit card is required as security in case of theft and/or damage for each Rental Bike prior to the commencement of the rental period. In case of loss, theft or damage an amount not exceeding \$_____ U.S. Dollars will be charged to the credit card being the replacement value of the Rental Bike. If for any reason, the charge is not approved, you remain responsible for payment in full. Otherwise all repair costs, if any, will be charged to the RENTER. If the RENTER has paid by other means then the RENTER will need to provide a credit card as security for the duration of the Bicycle Rental.

4. Release and Waiver of Claims. RENTER does hereby remise, release, and forever discharge Wyckoff Cycle LLC, Wyckoff Cycle LLC's owners, personnel, agents, representatives, successors, and assigns (and all of their 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 Rental Bike; or in any way arising out of the rental relationship between Renter and Wyckoff Cycle LLC.

RENTER hereby releases Wyckoff Cycle, LLC and its agents and employees from and against any and all liability arising during the rental period. RENTER acknowledges that they are aware of the risks involved with cycling including but not limited to physical exertion, forces of nature, accidents, travel via any mode of transport, adequacy of medical facilities, or negligence on the part of employees, agents or others of Wyckoff Cycle, LLC.

5. Terms. RENTER acknowledges and agrees that Wyckoff Cycle, LLC maintains no control over the operation of the Rental Bike by RENTER. Accordingly, Wyckoff Cycle LLC assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of:

- a) any wrongful, negligent or accidental acts or omissions on the part of the RENTER or the RENTER's agents:
- b) any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by the RENTER; or
- c) any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Wyckoff Cycle, LLC.

RENTER agrees to be responsible for their own welfare, and accept any and all risk associated with the activities they undertake.

RENTER agree that the terms herein are binding on them, their family members, heirs, successors, assigns, dependents and/or minors accompanying them, and their legal representatives.

RENTER acknowledges and agrees that Wyckoff Cycle, LLC and its agents have the right to refuse participation by any person for any or no reason. Any dispute arising out of these matters whatsoever, shall be resolved in binding arbitration/adjudication in Bergen County under the laws of the State of New Jersey. Any part of this document found to be void or unenforceable shall not negate the

enforcement of the remainder. This Agreement shall be governed and construed in accordance with the laws of New Jersey.

6. Limited Liability. Wyckoff Cycle LLC's liability for damages for any cause, regardless of the form of any claim or action, shall not exceed the amount of rental fees paid to Wyckoff Cycle, LLC under this Agreement. Wyckoff Cycle LLC PROVIDES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Collection Costs and Prevailing Party. If for any reason, Wyckoff Cycle, LLC is required to engage an attorney or collection agency to collect any amounts that are due it under this Agreement, and Wyckoff Cycle LLC is successful in such action, Renter agrees to reimburse Wyckoff Cycle, LLC for all costs and reasonable attorney's fees incurred by Wyckoff Cycle, LLC in connection with enforcing its payment rights. The non-prevailing party shall indemnify the prevailing party for all reasonable expenses incurred in prosecuting any dispute, including but not limited to, attorney's fees.

8. Return Policy. You must return the Rental Bike on the agreed upon date/time at the agreed upon location unless you contact us at least 24 hours in advance and a mutually alternative date/time or location is agreed upon. Remember to return the bike and all the rental equipment in the condition you received it to avoid additional charges. Additional fees may apply for excessive cleaning and/or repairs beyond normal wear and tear.

9. Late Return Payment Policy. Should Rental Bike be returned late then you may be responsible for additional rental fees plus any additional costs that may be incurred by Wyckoff Cycle, LLC as a result of your late return.

I have read and understood this Wyckoff Cycle, LLC RENTAL AGREEMENT in its entirety and agree to abide by its terms and conditions.

Date: _____

Signed: _____