

## BIKE RENTAL AGREEMENT AND RELEASE

Bike rental agreement between:

1. **FISCU MELINDA PERSOANA FIZICA AUTORIZATA**, registration number 34292163  
and

2. **RENTER:**

<b>Renter's Name</b>		<b>Renter's phone and email</b>	
<b>Renter's ID number</b>		<b>Renter's birth date</b>	
<b>Ranter's Address</b>			

**FISCU MELINDA PERSOANA FIZICA AUTORIZATA** 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 rate specified as follows:

<b>BICYCLE ID#</b>		<b>BICYCLE COLOR</b>	
<b>TIME OUT</b>		<b>TIME BACK</b>	
<b>TOTAL RENTAL AMOUNT</b>		<b>SECURITY DEPOSIT</b>	
<b>ADDITIONAL ACCESSORIES</b>			

**READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE FISCU MELINDA PERSOANA FIZICA AUTORIZATA FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY FISCU MELINDA PERSOANA FIZICA AUTORIZATA AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.**

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## **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 **FISCU MELINDA PERSOANA FIZICA AUTORIZATA'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 FISCU MELINDA PERSOANA FIZICA AUTORIZATA.

## **Indemnification**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless FISCU MELINDA PERSOANA FIZICA AUTORIZATA'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.

## **Terms and Conditions**

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. \_\_\_\_\_(signature)
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 FISCU MELINDA PERSOANA FIZICA AUTORIZATA, and any applicable laws or regulations.
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 unless expressly permitted by FISCU MELINDA PERSOANA FIZICA AUTORIZATA in writing prior to use.
  - The Renter understands that he is required to abide by national rules of the road, including not cycling while under the influence of alcohol and not cycling while using a cellular phone. Any infractions to the national rules of the road are his responsibility, including paying fines, fees or bicycle impoundment costs for retrieving the bicycle/s. \_\_\_\_\_(signature)
4. Unsafe Use. If at any time FISCU MELINDA PERSOANA FIZICA AUTORIZATA determines that Renter has engaged in an unsafe or hazardous use of the bicycle, FISCU MELINDA PERSOANA FIZICA AUTORIZATA 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. FISCU MELINDA PERSOANA FIZICA AUTORIZATA shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."
5. Repairs and maintenance. In case of a breakdown, the Renter should not abandon the bicycle. Renter should contact us immediately to arrange for the exchange of a bicycle of equivalent or superior quality. All repairs needed as a result of the use of the equipment including all parts, shall be paid by the Renter. FISCU MELINDA PERSOANA FIZICA AUTORIZATA shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for damages. To the extent that damages to the bicycle exceed the amount of the security deposit, Renter shall be billed by FISCU MELINDA PERSOANA FIZICA AUTORIZATA for the full amount of damages caused by Renter during the rental period.
6. The Renter agrees not to adjust or manipulate the mechanical parts of the bicycle.
7. The bicycle should be parked in a manner that is safe for pedestrians and in a place where theft is minimized (e.g. no dark alleys).

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8. The Renter will return the bicycle to FISCU MELINDA PERSOANA FIZICA AUTORIZATA at the time and date indicated on the agreement. A late return will be charged according to extra time the bicycle was used.
9. It is strongly advised that the Renter wears a helmet and uses other appropriate safety equipment and clothing. Front and rear lights are required in hours of reduced light.
10. The Renter is responsible for any loss or damage to the equipment which, at all times, remains the exclusive property of FISCU MELINDA PERSOANA FIZICA AUTORIZATA. In case the equipment is lost, destroyed or damaged beyond repair in the judgement of FISCU MELINDA PERSOANA FIZICA AUTORIZATA, the Renter agrees to pay FISCU MELINDA PERSOANA FIZICA AUTORIZATA the value to replace the equipment. The replacement charge will be determined by FISCU MELINDA PERSOANA FIZICA AUTORIZATA and charged at the time of the rental. In case of theft, the Renter will be responsible for reimbursing FISCU MELINDA PERSOANA FIZICA AUTORIZATA for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.
11. 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.

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*

**FISCU MELINDA PERSOANA  
FIZICA AUTORIZATA**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*