



# EQUIPMENT RENTAL AGREEMENT

## EXPRESS ASSUMPTION OF RISK/RELEASE OF LIABILITY FOR NEGLIGENCE

*Please read this carefully before you sign it!*

THIS EQUIPMENT RENTAL AGREEMENT IS MADE AND ENTERED INTO AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY AND BETWEEN THE UNDERSIGNED AS LESSEE (the "Lessee") AND CITY BICYCLES OF FLORIDA d/b/a/ CITY BIKE TAMPA (the "Lessor").

1. The Lessee \_\_\_\_\_ (name) hereby expressly assumes all risks, seen and unforeseen of operating any equipment subject to this lease agreement and hereby agrees not to sue the Lessor for negligence in the event the Lessee is injured in any way as a result of the operation of this equipment.
2. The Lessee acknowledges that the operation of the equipment subject to this lease includes the possibility of accidental injury or death or operation in hazardous travel conditions which may be present at the time of use which include, but are not limited to automobile traffic, ruts, potholes, gravel, sand, roads slippery due to oil and/or water, animals and/or other traffic and the Lessee hereby agrees to assume the risk of any injuries resulting of the above named hazards encountered while operating the equipment in question. These rental products may include recreational vehicles which carry a passenger. It is understood that the passenger agrees to assist the driver with the safe use of the vehicle and agrees not to jeopardize the safe operation.
3. **Lease of Equipment.** The Lessor hereby agrees to rent to the Lessee, and the Lessee hereby agrees to rent from the Lessor, the equipment specified below (collectively the "Equipment"), upon the terms and conditions contained in this Agreement.
4. **Fees and Conditions of Equipment.** The Lessee shall pay all charges set forth below and return the Equipment at the time designated by the Lessor and in the same condition as when possession of the Equipment was delivered by the Lessor to the Lessee. The Lessor reserves the right to charge additional late or damage fees to the credit card of the Lessee. In the event that only one Lessee provides identification and signs this Agreement and there are multiple users of the rental equipment, that signatory shall accept complete responsibility for those additional Lessees, according to this contract. This responsibility shall also extend to the party that has paid for charges with a credit card. In the event of any late charges or damages, the party accepts full responsibility for paying for any other renter's obligations to the Lessor and agrees to let the Lessor make additional charges to their credit card, if necessary.
5. **Sole Use.** The Lessee shall be the sole and exclusive user of the Equipment. The Lessee acknowledges and agrees that the Lessor may bring a charge of fraudulent conveyance against the Lessee if anyone other than the Lessee uses or operates the Equipment.
6. **Minors.** If user of the Equipment is to be a minor, the parent or legal guardian must also execute this Agreement as an additional Lessor. The parent or guardian agrees to be fully bound by the terms of this Agreement as a party hereto, and to undertake the legal obligations hereof, including those imposed by the rental payment and indemnification provisions, by saving Lessor harmless from all injuries or damages to himself/herself, or any minor child, third party or any damage to any property whatsoever, including situations wherein any damage or injury is caused by Lessor's own negligence, if any.
7. **Risk-of-Loss.** The Lessee shall pay for all damages to or loss of the Equipment until the Equipment is returned to the Lessor's possession.
8. **Liability of the Lessee.** The Lessee including any parent of any minor permitted to rent the Equipment, shall be solely liable for and shall indemnify and save harmless the Lessor from any and all property damage or personal injuries to self, passengers, and/or third parties arising from the use of the Equipment while under Lessee's possession, control or operation. This release of liability and to save harmless an indemnification provision shall apply even if the negligence is due to the Lessor's own negligence or the Lessor has contributed to the damage or injury in any way.
9. **Repossession.** The Lessor reserves the right to repossess the Equipment at any time should the Lessee violate any local and/or state regulations, statutes, and laws dealing with the operation of the Equipment or any of the terms and conditions of this Agreement.
10. **Rights upon Repossession.** The Lessor may repossess the Equipment for improper operation as deemed by the Lessor, in its sole discretion, and there shall be **no refund** to the Lessee of amounts previously paid by the Lessee to the Lessor hereunder in the event of such repossession.
11. **Applicability of Agreement.** The Lessee acknowledges and agrees that he has read this Agreement and understands all of the terms and provisions contained herein.
12. **Warranty Disclaimer.** THE LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. In no event shall any defect in, or unfitness of, any of the Equipment relieve the Lessee from his/her obligation to pay rent for such Equipment or to make any other payments required hereunder or of any other obligations of the Lessee hereunder.
13. **Headings.** The headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of this agreement or any provision hereof.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereto acknowledge and agree that the terms of this Agreement are binding under the state and local laws relating to the subject matter hereof. It is the intention of the Lessee by this Agreement to exempt and release City Bicycles of Florida, Inc. d/b/a/ City Bike Tampa and its agents, servants and/or employees and all related entities from all liability whatsoever for personal injury, property damage, or wrongful death caused by negligence of any party. I have fully informed myself of the contents of this document by reading it before I signed it on behalf of myself and/or my heirs.
15. The undersigned hereby states that he or she is a competent user of the Equipment.

**PLEASE OBSERVE THESE BICYCLE RULES**

1. Do not ride bicycles while under the influence of alcohol or drugs.
2. Look both ways and use EXTREME CAUTION with crossing roads and driveways.
3. There will be a \$30 fine for bicycles returned without lock or key.
4. No more than one rider on a bicycle unless fitted with a child seat.
5. DO NOT ride at night because bicycles are not equipped with lights.
6. Lessee will be charged up to manufacturer's suggested retail price for loss or theft.
7. Ride in single file and, where applicable, on the right side of the bike path or street.
8. **Bike helmets are recommended and offered at no additional charge.**

Circle where applicable:

INITIALS

Helmet.....	ACCEPTED	DECLINED	_____
Lock & Key.....	ACCEPTED	DECLINED	_____

I have read and understood these rules.

Bicycle	Tandem	Jogging Stroller	Other (Describe)
Unit ID #	Customer ID# (Passport or Drivers License)		
Rental Date (Start):	Time Out:	Rental Date (End):	Time In:
Referral Source:			

NAME _____	OVER 16?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ADDRESS _____	Rental Charges	\$ _____	
CELL PHONE _____	Rental Charges	\$ _____	
SIGNATURE _____	Sales Tax	\$ _____	
SIGNATURE (on behalf of lessee and / or if lessee is a minor child) _____	TOTAL	\$ _____	