

Ride On Rentals  
716 Water St. Saugatuck, MI 49453  
269.857.4261  
Rideonrentalssaugatuck.com

## Rental Agreement

Name of person responsible for equipment: \_\_\_\_\_

Name of riders they are responsible for \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License # (copy required) \_\_\_\_\_ State of Issue: \_\_\_\_\_

Credit Card Number (theft or damage) \_\_\_\_\_ EX \_\_\_\_\_ CV \_\_\_\_\_

Email Address: \_\_\_\_\_

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Equipment Rented:

Type	Equip. ID	Rate	Time Out	Time Back	Total Time	Total Charge	Cash/CC	User

### Use of equipment:

I will use the Equipment in a safe and careful manner and obey all traffic regulations and ordinances.

I will lock the Equipment at all times when unattended.

I will not allow any other person to use the Equipment.

I will not misuse or abuse the Equipment.

I will not allow the Equipment to be used in a manner that could harm the user, others or property.

I will not sublease the Equipment.

I will not repair or replace any of the Equipment.

**Inspection of Equipment:**

I acknowledge that I have had an opportunity to inspect the Equipment and that at time of inspection, the Equipment was in good working order and condition for my needs. I acknowledge that I am renting the Equipment "as is" and that the Company has made no representations whatsoever regarding the Equipment. I understand that the Company makes no warranty of any kind, express or implied, whether as to the merchantability, fitness for a particular purpose, or any other matter.

**Return of Equipment:**

I agree to return all the Equipment to the Company at the end of the rental period in as good as condition as when received. If any equipment is lost, stolen or destroyed, I agree to purchase the Equipment by paying the rental fee, plus the full retail price, including labor. If any Equipment rented is damaged and the Company determines in the exercise of its sole discretion that the damage is repairable, I will pay for the cost of all repairs, plus twenty percent (20%) of such costs to compensate the Company for the unavailability of the equipment while it is being repaired, plus the rental fee. If the Company, in its sole discretion determines that the Equipment is damaged beyond repair, then I agree to compensate the Company for the replacement of such damaged equipment, plus the rental equipment.

These prices to do include labor or compensation

Electric Bike replacement \$2,300

Pedal Bike replacement \$950

Brake levers \$60

Handle Bar Grips \$16

Handlebars \$32

Pedals \$19

Rear derailleur \$40

Seat \$ 55

**Rental Charges:**

I will pay the rates per hour or fraction of an hour that the Equipment is in my possession. I understand that a fraction of an hour is considered a full hour for the purpose of calculating the total rental charge. I represent that I am 18 years of age or older. I will immediately notify the Company when any of the Equipment is found to be in need of repair or maintenance. If the Equipment becomes unsafe or requires repair, I will discontinue using it and notify the Company immediately.

**Risk of Use:**

I understand and agree that I am using the equipment at my own risk and Ride On Rentals is not liable for any damages or injuries, including death, arising from any use or intended use of the equipment. I assume full responsibility for any injuries or damages which may occur to any person as a result of use or intended use of the equipment, and I hereby fully and forever release and discharge Ride On Rentals, its employees, agents, and its affiliates from any and all claims, demands, damages, rights of action, or causes of action, present and future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of use or intended use of the equipment.

I also understand I should be in good physical health to participate in bicycling.

**Indemnification:**

I agree to indemnify the Company and its employees and agents, from any and all liability, loss or damage as a result of claims, demands, costs or judgements arising from any use or intended use of the Equipment. I agree to look solely to any and all personal liability insurance I maintain, whether tenant insurance, homeowner’s insurance or other personal liability insurance, for payment of any losses incurred while the Equipment is used. I specifically waive all rights of subrogation against the Company and its agents, employees and affiliates.

**Limitation of Liability:**

The Company’s liability for any and all losses and damages resulting from any cause whatsoever, including the Company’s negligence or alleged defective Equipment, irrespective of whether such defect is discoverable or latent, shall in no event exceed the reasonable cost of repairing the alleged defective Equipment with respect to which losses or damages are claimed, or, at the election of the Company, the repair or replacement of defective Equipment. In no event, including in the case of a claim of negligence, shall the Company be liable for incidental or consequential damages.

**Binding Agreement:**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any and all prior understandings, written or oral, between the parties with respect to the subject matter hereof. Upon acceptance as provided for, the Agreement shall be binding upon and insure the benefit of the parties hereto and their respective heirs, executors, administrators and legal representatives. I agree to pay reasonable attorneys fees and cost the Company in the event that the Company incur such fees and costs and enforcing its rights under the terms of this agreement. I agree that all disputes arising under this contract shall be litigated exclusively in the Forty Eighth (48<sup>th</sup>) Circuit Court of Allegan County or Fifty Seventh (57<sup>th</sup>) District Court in Allegan County.

**Helmets:**

All riders and passengers shall wear approved protective headgear at all times Equipment is in use. Customers who decline to use protective headgear have done so at their own will and their own peril. If no protective headgear is used, I release the Company of all liability.

Initial \_\_\_\_\_

**Operational Process:**

I understand and have been shown how to operate the Equipment.

Initial \_\_\_\_\_

FINALLY, I AGREE TO COMPLY WITH ALL CONDITIONS OUTLINED IN THIS CONTRACT.

CUSTOMER

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_