



Rental Agreement

I (the bike renter) agree to the following...

Communication

There may be times when Boxy Bikes needs to communicate with me. I understand that it is useful if I provide a mobile phone number (so that Boxy Bikes can reach me while I am using the bike) and an email address (if Boxy Bikes needs to communicate with me about reservations or payment). If I have any problems or questions I will contact Boxy Bikes at the email or phone number on my rental slip.

Safety

I certify that I can ride a bicycle safely. I certify that I am age 16 or older or have my parents' permission. I agree to comply with all laws regarding wearing a bike helmet. I agree to abide by all traffic laws designed to improve bicycle safety. I will report any mechanical problems with the bike in a timely manner. If mechanical problems (such as a flat tire) make a bike unrideable I will lock the bike securely and immediately notify Boxy Bikes where it is located.

Other Riders and Uses

We encourage our renters to show the bike to friends and family and allow them to ride it briefly. However, we don't allow renters to "sub-rent" the bike; that is, allow others to use the bike for pay. And if a renter does allow someone else to use the bike they must remain in the same area as the bike and be prepared to take back possession of the bike if the bike is being mishandled. Renters are liable for stolen bikes and any damage to the bike caused by others.

Deposit

Renters must provide a deposit before renting a bike. This deposit will be returned when the bike is returned. The deposit can be made in one of two ways: (1) by paying for a rental with a credit card and agreeing (by signing this rental agreement) that should the bike not be returned or should it be returned damaged, Boxy Bikes reserves the right to charge the renter for up to the value of the bike or (2) provide the value of the bike in cash, check or money order which will be returned when the bike is returned in good condition.

Other Charges

No refunds will be made due to weather conditions, equipment returned early, or for equipment reserved but not used. If mechanical problems make a bike unrideable Boxy Bikes will provide a free rental of the same or equal value. Equipment returned late will be charged the hourly or daily rate for the duration it is late. I understand that although Boxy Bikes has rental insurance, I may be charged for repairs or replacement of damaged or lost equipment not covered by that insurance. If a bike needs to be transported I will be responsible for carrying it in an appropriate manner approved by Boxy Bikes. In particular I will take care not to damage ebike batteries during transportation, removing them from the bike if necessary.

Legal

I acknowledge that I have voluntarily rented and in consideration of being permitted to rent, I voluntarily execute this "Release and Assumption of Risk" on behalf of myself, my heirs, next of kin, my personal representatives and my estate: I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me and I assume full responsibility for damages or loss of personal property or property issued to me by Boxy Bikes while I'm participating in the program or using their property. I agree to indemnify and hold harmless Boxy Bikes and its employees and its hosting facility, from and against any claims, demands, actions or causes of action, on account of damage to personal property, or to my personal injury or death, which may result directly or indirectly from my participation and which results from causes beyond the control of and without the fault or negligence of Boxy Bikes and its employees. I request that this "Release and Assumption of Risk" be construed and interpreted pursuant to the laws of the State of New York and if any portion is held invalid, the remainder will continue in full force.

Termination and Refunds

I understand that Boxy Bikes may remove particular bikes from service, in which case they will try to find an alternate bike or refund the reservation fee. I understand that Boxy Bikes reserves the right to prematurely terminate the rental program in which case they will refund the reservation fees for all pending reservations.

[Please sign your rental form to acknowledge that you understand and agree.]

3/29/15