

Island Bike Company Inc.

25 Old South Road, Nantucket Island, MA

Bicycle Rental Terms and Conditions

In consideration of the stipulated rentals and conditions provided to be paid and performed by the undersigned as lessee of the herein described equipment, Island Bike Company Inc., leases the herein described equipment upon the following terms and conditions.

A. I, for myself and my minor child or children for which I am parent, legal guardian, supervisor or otherwise responsible, assume all risks of injury, loss of life and damage to persons and property during the use and operation of all equipment furnished by Island Bike Company Inc., and its employees, agents and fully release the Island Bike Company Inc., or its employees have no control over the manner of the use and operation of any equipment. I also agree not to loan the equipment to any other person.

B. It is further understood that I, and in signing on behalf of other members of my party, including but not limited to, a minor child or children, agree to release, and to pay for, defend, indemnify and hold harmless Island Bike Company Inc., or its agents, employees, successors and assigns from liabilities, claims and demands for loss, damage, or injuries and property sustained by me, my children, dependents, and any and all other persons claiming through me resulting from the use and operation of all equipment.

C. I accept for use the equipment rented and provided Island Bike Company Inc. in "as is" condition I acknowledge that I am fully responsible for the care of, damage to, or loss of the equipment due to any accident, collision, theft, whether or not arising from my negligence, recklessness, flat of the operator in the use of the equipment, I will be responsible for the prompt replacement a full retail value of all equipment furnished and provided by Island Bike Company Inc. not retired or damaged. The deposit may be used for any unpaid charges, damages to any equipment. I agree not to contest this charge with Island Bike Company Inc., or any credit or charge card company. I understand that there are risks involved in the sport for which bikes are used, and that injuries are common, and I freely assume those risks.

D. I agree to return all rental equipment owned by Island Bike Company Inc. in the agreed date and time in clean, and same condition to avoid additional charges. In the event that the bikes are locked up inside, or any island location, rented house or bike rack and a Island Bike Company Inc. agent can not access the equipment I understand to be responsible for the timely return of the equipment. I also understand in the event that said equipment can not be returned due to it being locked up, I will owe any rental overtime fees.

E. Island Bike Company Inc., have instructed me on the use of the rental equipment it has been made clear to me and any minors, party members I may be responsible. I understand the function of any and all equipment and I am physically capable to operating said rental equipment. In the event I may not have been present when instructions were given about the equipment I assume all risks and will take the time to learn the equipment rented.

F. Massachusetts State Law requires the all children under 16 years of age wear helmets to protect their head from possible injury. I also understand that Island Bike Company Inc. provides helmets at no additional cost with all bicycle rentals. In the event that I do not accept any safety equipment, helmets, I will be responsible for any injuries that may occur, and will not hold Island Bike Company Inc., agents, employees, successors and assigns from all liabilities.

G. Island Bike Company Inc. will not issue refunds for the early return of any equipment. In the event that I want to return the equipment early I understand that I will need to contact Island Bike Company Inc. 24 to 48 hours prior to the original agreed rental period. I understand Island Bike Company Inc. will have 24 to 48 hours to contact you with the prorated possible refund. All rental returns if granted will be prorated from all different rental rates due to different equipment rented.

H. I understand that Island Bike Company Inc. reserves the right to charge a minimum cleaning fee of \$50.00 for any equipment not returned to Island Bike Company Inc. in a clean and presentable manner. In the event that I will be charged a cleaning fee I reserve the right to clean said equipment myself so there will not be a charge. I understand that Island Bike Company Inc. will give you a chance to explain why the equipment determined to be unresizable. Simply, Island Bike Company Inc. just needs the equipment returned in the same condition I or my party rented the equipment.

I. All reservations must be cancelled no later than 7 days prior to the scheduled reservation date. Reservations cancelled within 72 hours (6 days) will be subject to a restocking fee of 25% of rental equipment reserved. I agree that Island Bike Company Inc. will give every cancellation fees careful consideration. I understand all reservation cancellations are important to Island Bike Company Inc. so they can manage the rental inventory.

Rental Equipment Operation Info

A. Hand Brakes: Your bike is equipped with a front and rear hand brake. To engage your rear brake, simply squeeze the right brake lever. To engage your front brake, squeeze the left brake lever. Take note that over-pressuring the front brake may result in lock-up of the front wheel. I understand that a front wheel lock-up may send the bike into a frontflip or skidding crash. Also when the handlebars are turned all the way around clockwise or counterclockwise may result in a front and rear wheel lock-up. So in short make sure if the equipment has fallen over before you ride the rental bike check the front and rear brakes and make a visual check of the brakes cables. Hence, use the rear brake as primary means of slowing the bike in a controlled manner. If your bike does not have hand brakes it will have foot actuated brakes, foot brakes are installed on all size bikes. To apply the foot brake gently pedal backwards and apply enough pressure to slow the bike down eventually bringing it to a stop.

B. Shifting Gears: Your bike may also be equipped with one or two shifters, located on the right and left sides of your handlebars, on road bikes, they are

intergrated into the brake levers as a brake/shifter combo The right shifter controls the rear derailleur(gears). Shifting the rear gears results in small incremental changes in your gear ratio and is used more ofton than the front derailleur. The front derailleur is controlled by the left shifter and makes much larger changes in the gear ratio than the rear derialleur.

C. Pedals: Your pedals may be equipped with toe clips(straps) or clip in pedals(clipless). Clipless pedals are used to increase power transfer to the bike and need special shoes. Toe clips are designed to cinch the foot to the pedal and can be worn as loose or as tight as you perfer. Please understand that a toe clip strap requires loosing before the foot can be removed, thus anticipating your stop as your shoe needs to be dicoonected from the pedal. Island Bike Company Inc. will provide any pedal instrution.

D. Wheels: Your bike may be equipped with quick releases for both front and bake wheelles. The quick releases allow you to remove the wheels. Make sure all quick releases are tight prior to ou ride. Island Bike Company Inc. will provide any pedal installation needed.

E. Seat: The bike will be equipped with a proper seat for the bike model. The seat hight adjustment is adjusted by a quick release which no tool is required to adjust. In the event that your bike does not have a quick release it will need an allen wrench to adjust, which Island Bike Company Inc. will supply and or adjust. No tools will be loaned you must ask a Island Bike Company Inc. agent to adjust the seat.

Rental Waiver.

**RENTAL AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING**

I accept the terms of the rental agreement listed above, and the property of Island Bike Company Inc.. For the time and rental shown, and to return to Island Bike Company Inc. in the same condition, excluding any normal wear and tear.I will be responsible for any and all risk of loss, theft and damage of the equipment from any and every cuase whatsoever. the deposit may be used for any and all unpaid charges, damages to the equipment listed above. i agree not to contest this charge with Island Bike Company Inc., or any other credit or charge card company. I agree not to loan the equipment listed above to any other person, and also gree not to aallow any other person to use said equipment. I understand and that there are risks involved in the sport for which bikes aer used, that injuries are common and ordinary occurrence of the sport, and freely assume those risks. Ialso understand that Island Bike Company Inc. offered any and all safty equipment (helmets) in the event that I do not accept said safty equipment, I will be responsible for any and all injuries that may occure, and will not hold Island Bike Company Inc. responsible for said injuries.

REALEASE OF LIBILITY: I HEARBY RELEASE ISLAND BIKE COMPANY INC. FROM ANY LEGAL LIABILITY AND IT'S OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGE AND INJURY OR DEATH TO MYSELF OR TO ANY OERSON OR PROPERTY RESULTING FROM THE SELECTION, MANTENANCE, ADJUSTMENT OR OTHER LEGAL THEORY ACCEPTING MYSELF WITH THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE, INJURY OR DEATH WHICH MAY RESULT.

**WITH MY SIGNATURE OR E-SIGNATURE ON THIS RENTAL AGREEMENT I ACCEPT IT TERMS AND CONDITIONS OF THIS AGREEMENT
I HAVE READ THE AGGEMENT RELEASING ISLAND BIKE COMPANY INC.
I UNDERSTAND ITS TERMS**

I understand and agree to abide by the Massachusetts bike helmet law for 16 years and younger

(signed):

**WITH MY SIGNATURE ON THIS RENTAL AGREEMENT, I ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT
I HAVE READ THE AGREEMENT RELEASING ISLAND BIKE COMPANY INC. I UNDERSTAND ITS TERMS**

sign: _____ date: _____

street: _____ city: _____

state: _____ zip: _____

phone: _____ island address: _____