

# 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 bicycle equipment/electric bike furnished by Island Bike Company. I understand Island Bike Company owners, employees, and agents have no control over the manner of the use and operation of any and all bicycle equipment/electric bike. I also agree not to loan the bicycle equipment/electric bike to any other person or to allow anyone to use bicycle equipment/electric bike except the sole party on rental agreement.

B. It is further understood that I, 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, and its owners, agents, employees, 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 bicycle equipment/electric bike.

C. I acknowledge that I am fully responsible for the care of said rental bicycle equipment/electric bike. I acknowledge I am fully responsible for all damage, excluding normal wear and tear, as well as loss of the bicycle equipment /electric bike due to any accident, collision, or theft. I understand I will be fully responsible for the prompt replacement at full retail value of all bicycle equipment/electric bike furnished and provided by Island Bike Company. The deposit may be used for any unpaid charges and damages to any bicycle equipment/electric bike. I agree not to contest this charge with Island Bike Company or any credit 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 bicycle equipment/electric bike owned by Island Bike Company on the agreed date and time in the same condition to avoid additional charges. In the event that the bikes are locked up inside, or at any island location, rented house or bike rack which an Island Bike Company agent cannot access the bicycle equipment /electric bike, I understand I am fully responsible for the timely return of the bicycle equipment/electric bike. I also understand that in the event said bicycle equipment/electric bike cannot be returned due to it being locked up, I will owe any rental overtime fees.

E. Island Bike Company has instructed me on the use of the rental bicycle equipment/electric bike and it has been made clear to me, any minor children, and all parties on the rental agreement for who I assume the responsibility. I understand the function of any and all bicycle equipment/electric bike and I am physically capable of operating said rental equipment. In the event any party listed on the rental agreement may not have been present when instructions were given regarding the bicycle equipment/electric bike, they assume all risks and will take the time to learn the equipment rented.

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

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

H. All reservations must be cancelled no later than 3 days prior to the scheduled reservation date. Reservations cancelled within 72 hours (3 days) will not be charged any cancellation fee. All reservations cancelled less than 72 hours/3 days prior to the scheduled reservation will be subject to a 20% cancellation fee. I agree that Island Bike Company will give every cancellation careful consideration and that all reservation cancellations are important to Island Bike Company to maintain and 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 front flip or skidding crash. Also, when the handlebars are turned all the way around clockwise or counterclockwise, this 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 brake cables. Use the rear brake as primary means of slowing the bike down in a controlled manner. If your bike does not have hand brakes, it will have foot actuated brakes. 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 our high performance road bikes, they are integrated 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 often 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 derailleur.

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

require special shoes. Toe clips are designed to cinch the foot to the pedal and can be worn as loose or as tight as you prefer. Please understand that a toe clip strap requires loosening before the foot can be removed, thus anticipating your stop as your shoe needs to be disconnected from the pedal. Island Bike Company will provide any pedal instruction.

D. Wheels: Your bike may be equipped with quick releases for both front and back wheels. The quick release allows you to remove the wheels. Make sure all quick releases are tight before using said rental bicycle.

E. Seat: The bike will be equipped with a proper seat for the bike model. The seat height adjustment is adjusted by a quick release, which requires no additional tool. In the event that your bike does not have a quick release, it will need an allen wrench to adjust. Island Bike Company will adjust all rental bicycles upon request at the time of pick up or delivery to island location. No tools will be loaned out, therefore, you must ask a Island Bike Company agent to adjust the seat.

Rental Waiver.

**RENTAL AGREEMENT  
PLEASE READ CAREFULLY BEFORE SIGNING**

I accept the terms of the Island Bike Company rental agreement listed above for the term shown and agree to return the bicycle equipment in the same condition, excluding normal wear and tear. I will be responsible for any and all loss, theft, and damage to the bicycle equipment. The deposit may be used for any unpaid charges and damage to the bicycle rental equipment. I agree not to contest this charge with Island Bike Company or any credit card company. I agree not to loan the bicycle equipment listed above to any other person, or allow anyone to use said bicycle equipment except the sole party on rental agreement. I understand that there are risks involved in the sport for which bikes are used, that injuries are a common and ordinary occurrence of the sport. I freely assume those risks. Island Bike Company offered any and all safety equipment (helmets) to all parties associated with this rental agreement. In the event that I do not accept said safety equipment, I will be responsible for any and all injuries that may occur and I will not hold Island Bike Company responsible for said injuries.

**RELEASE OF LIABILITY: I HEARBY RELEASE FROM ANY LEGAL LIABILITY ISLAND BIKE COMPANY, ITS OWNERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGE, INJURY, OR DEATH TO MYSELF OR TO ANY PERSON OR PROPERTY RESULTING FROM THE SELECTION, MAINTENANCE, ADJUSTMENT, OR USE OF THIS BICYCLE RENTAL EQUIPMENT.**

**WITH MY SIGNATURE OR E-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**

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: