

ISLAND BIKE COMPANY INC.

25 OLD SOUTH RD.

NANTUCKET, MA 02554

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 it's employees, agents and fully realize the Island Bike Company Inc. or it's 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 used and operation of all equipment.

C: I accept for use the equipment rented and provided by 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, or flat of the operator in the use of the equipment, I will be responsible for the prompt replacement at 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 charge with Island Bike Company Inc., 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 equipment owned by Island Bike Company Inc. in the agreed date and time in a clean, same condition to avoid additional charges. In the event that the bikes are locked up inside, or any island location, rental house or bike rack and the delivery driver can not access the equipment I understand to be responsible for the timely return of the equipment.

E: Island Bike Company Inc., have instructed me on the use of the rental equipment have 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 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 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 my 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 return. 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 \$30.00 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 so there will not be a charge. I understand that Island Bike Company Inc. will give you the chance to explain why the equipment was determined to be unpresentable. Simply, I understand that Island Bike Company Inc. just needs the equipment returned in the same condition I 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 will be subject to full charge for all 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 brake. To engage your rear brake, simply squeeze the right brake lever. To engage your front brake, squeeze the left 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 and the rider into a front

flip or skidding crash. Also when the handlebars are turned all the way around clockwise or counterclockwise may result in a front brake and wheel lock-up. So in short make sure if the equipment as fallen over before you ride the bike check the front and rear brakes and make a visual check of the brake cables. Hence, used the rear. Brake as the primary means of slowing the bike in a controlled manner. Should you bike not have hand brakes, it will have foot actuated brakes, foot brakes are installed on all sizes of bikes. To apply the 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 integrated into the brake levers as shifters paddles. The right shifter / paddle control the rear derailleur(gears). Shifting the rear gears results in small incremental changes in your gear ratio and is used more often that the front derailleur. The front derailleur is controlled by the left shifter / paddle and makes much larger changes in the gear ratio than the rear derailleur.

C: Pedals: Your pedals may be equipped with toe clips or clip in pedals (clipless). Clipless pedals are used to increase power transfer to the bike. Toe clips are designed to cinch the foot to the pedal and can be worn as loose or tight as you prefer. Please understand that a toe clip strap requires loosening before the foot can be removed, thus anticipating removal before stoping is important. Clip in pedals (clipless), will also require anticipating your stop as your shoe needs to be disconnected from the pedal. Island Bike Company Inc. will provide any pedal installation.

D: Wheels: Your bike may be equipped with quick releases for both the front and back wheels. The quick releases allow you to remove the wheels. Make sure all quick releases have been tightened prior to your ride. Island Bike Company Inc. will not be responsible for any quick releases that have been loosed by the leasee .

E: Seat: The bike will be equipped with a proper set for the bike model. The seat height adjustment is adjusted by a quick release which no tool required to adjust. In the event that your bike does not have a quick release it will most likely have an allen bolt and will need an Allen wrench, which Island Bike Company Inc. will use to adjust per request. No tools will be loaned you must ask to have an adjustment or stop by the shop.

I understand and agree to abide by Massachusetts bike helmet law
for 16 years and younger_____ Sign

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:_____

Handwritten signature and date in cursive script.

BILLING ADDRESS:

STREET:_____

CITY:_____

STATE:_____

ZIP:_____

PHONE:_____

ISLAND ADDRESS:_____