

## Bike Rental Agreement

**Bike rentals for our guests are provided from Paradise Bike Rentals. If you would like to reserve bikes during your vacation, please review this bike rental agreement, sign, and return to our office. Thank you!**

### **RATES & EQUIPMENT:**

Rental Equipment:	Daily Rate	Weekly Rate
<b>Bike Rental/ Trailer/ Tag along</b>	<b>\$25/ day, then \$5 each additional day</b>	<b>\$50</b>
<b>Bike kids seat</b>	<b>\$5</b>	<b>\$25</b>

Note: All bikes come with adjustable seats for your convenience. Bike helmets, baskets, and combination bike locks are provided at no charge upon request.

**I, the undersigned** (hereinafter "**Renter**") accept for use the equipment listed on this form and, exercising my own free choice to participate voluntarily in these activities, and promising to take due care during such participation, I accept full responsibility for the care and use of this equipment. I understand that bicycling is a hazardous activity. I understand that the sport of bicycling and the use of this equipment involve a risk of serious bodily injury, or death, as a result of accidents, equipment failures, or other causes. I agree to not use any bike equipment under the influence of alcohol, drugs, or any mind altering substance. I hereby agree to freely and expressly assume and accept any risks and all injury to myself, my personal property and any others injured or damaged as a result of my use of this equipment. I understand that bicycle protective gear such as helmets and gloves are recommended, but they do not eliminate the risk of injury in the event of an accident. Further, I hereby indemnify and hold harmless, Paradise Bike Rentals and its members, officers, agents, employees and any other persons or entities acting on its behalf, and the successors and assigns for any and all of the aforementioned persons and/or entities, against any and all claims, demands and causes of action whatsoever, whether presently known or unknown, of any person who suffers any injury, disability, death or other harm, to person or property or both, as a result of my participation in and/or use of the Paradise Bike Rentals program. I agree to contact any bicycle in need of repair at the Paradise Bike Rentals office. I agree to notify Paradise Bike Rentals of any and all repairs that the bicycle needs at check in. The equipment, at all times, remains the exclusive property of Paradise Bike Rentals.

The **Renter** is responsible for damage to or loss of the equipment. If the equipment is lost, destroyed or damaged beyond repair in the judgment of Paradise Bike Rentals, the **Renter** agrees to pay Paradise Bike Rentals the full replacement value of the equipment. All repairs needed as a result of abuse of the equipment will be performed at the normal labor rates and the cost of such repairs, including all parts and/or labor, shall be paid by the **Renter**.

I agree to follow all laws pertaining to the riding of a bicycle pursuant to all state and local laws and the rules and regulations pertaining to same. I agree that I am solely responsible and will not hold Paradise Bicycle Rental liable for any fines incurred by me for violations while riding a Paradise Bike Rentals bicycle.

This document constitutes the final and entire agreement between Paradise Bike Rentals and the undersigned. The Paradise Bike Rentals itself provides no warranties express or implied. **THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** and this equipment is accepted "**AS IS.**" In any litigation, arbitration or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. The validity, interpretation and enforcement of this Agreement and all documents delivered in connection herewith shall be governed by the laws of the State of Florida without regard to choice of laws principles "Pursuant to Florida Statute 316.2065, a bicycle operated between sunset and sunrise must be equipped with a lamp on the front exhibiting a white light visible from 500 feet to the front and both a red reflector and a lamp on the rear exhibiting a red light visible from 600 feet to the rear. Please be advised that the safety and lighting equipment required by Florida law is not provided as part of your bicycle rental. As such, you are advised to ride your bicycle only between sunrise and sunset. Should you choose to ride your bicycle after dark, you are responsible for obtaining the necessary safety and lighting equipment to comply with Florida law. Compliance with laws and safe riding is the responsibility of each rider. Paradise Bike Rental is not responsible for providing lighting equipment with your bicycle and is not responsible for you safety should you choose to ride after dark."

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to the terms and conditions set forth above. I agree and understand that bike maintenance and repair, by Paradise Bike Rentals, is only during the hours of Monday- Saturday 9-5. Any calls regarding bike maintenance after hours, will result in a \$25 fee for a non-emergency calls.

\_\_\_\_\_  
Renter Name (print)

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date