

BIKE RENTAL AGREEMENT RENT A BICI

The undersigned,

1. Rent-A-Bici (trademark of Ad-Census B.V.) registered in the Chamber of Commerce of Amsterdam with number 34298830, based on the Nauwe Geldelozepad 42 2012EV Haarlem (The Netherlands), hereby represented by Mr A. Tjoonk, hereinafter referred to as **lessor**, and
2. Name: _____

Address: _____

Identity number: _____,
Hereinafter referred to as **lessee**,

Agree as follows:

Lessor declares to have hired and to have delivered to the lessee, who claims to have rented and received in good condition of the lessor, the bicycle described below.

Brand road bike:

Model:

Size:

Serial number:

Details: _____

Including the following accessories: a spare inner tube (if used, € 5 will be charged), bicycle pump, tire levers, tool (Allen), lock and two water bottles (when lost, € 20 will be charged for each item) against payment of the total amount of € _____ for the following period: _____. At the start of the rental period, the lessee pays a deposit of € 250 which will be refunded after the rental period after settlement of the rental fee and any defects/additional costs.

The undersigned further agree as follows:

Article 1

- a) The lessee is obliged to take care of the bike and take proper precautions to protect the bike and other accessories against damage, loss or theft.
- b) Repairs to the bike without the consent of the lessor are charged to the lessee.

Article 2

The lessee is liable for damage resulting from loss or theft.

Article 3

The lessee is responsible for following the Spanish traffic rules.

Article 4

The lessor is not responsible for personal accidents, injuries, death, damage to possession (tools and bicycles), possession damage to third parties or of third parties, or other accidents or incidents, cancellations, delays or any other factor beyond their control. By signing this agreement, the lessor is protected from claims relating thereto.

Article 5

The lessee declares that the road bikes are not insured. Any insurance that may be desired by the lessee, should insure the lessee himself and for his own account.

Article 6

- a) The lessee is liable for any damage that may be caused to the bike and accessories during the rental period and consequential damages, whether or not the fault of the lessee or force majeure.
- b) The lessee shall indemnify the lessor for any damage caused by passenger (s) or third parties, which the lessor under the law might be liable for but not covered by the insurance of the lessor.
- c) The lessee shall indemnify the lessor for any fines, etc., to the bike that are imposed during the rental period. For such fines, the lessee bears in relation to the lessor, and to the extent possible, also externally, the entire risk and full responsibility and liability.
- d) Paragraph b and c do not apply if the lessee proves that the amounts owed are a result of a malfunction of the bike, which was already present at the start of the rental period.

Article 7

In case of damage, loss or theft, whether caused by negligence of the lessee and occurred with respect to the bike and/or accessories or caused to any third party, the lessee is obliged to notify the lessor immediately by telephone. The lessee is required to follow the instructions provided by the lessor and, if possible, to let make the police an official report. Upon failure of the aforementioned and/or not following the instructions of the lessor, the lessee will be liable for any damage suffered by this neglect.

Article 8

For any costs and/or damages, caused by the lessee as a result of any damage and/or failure and/or loss of the bike and/or accessories or to third parties, the lessor bears no liability.

Article 9

The lessor has the right to terminate the agreement at any time without judicial intervention, if it considers that the bike is not used in a careful manner by the lessee.

Article 10

By signing this contract, the lessee agrees with the terms and conditions as set out in this agreement and also declares to be aware that the lessee is responsible to take care of the bike and to keep the bike in good condition. The General Terms & Conditions of Rent-A-Bici are applicable to this contract and are included in appendix 1 of this contract.

Agreed and drawn up in duplicate and signed in _____ on _____

Signature and name Lessor

Signature and name Lessee

Appendix 1 The General Terms & Conditions of Rent-A-Bici

- The person (lessee) that will sign the rental contract, must be 18 years or older, in possession of a valid identity document and is responsible for the bicycle and related matters rented on his/her name.
- The lessee must satisfy itself of the good condition of the rented bike (any comments can be noted in the rental contract) prior to signing of the rental contract.
- When renting a bike, the rental contract will be completed and signed in two copies. A deposit of €250 will be paid in cash. The lessee commits himself to return the bike in the same condition at the end of the rental period. Upon returning the deposit will be refunded, whereby settlement with the rental fee will take place. In case of damage or defects that are not due to normal use, the deposit for the amount of damages will be withheld.
- After cancellation of your booking (reservation), Rent-A-Bici will charge you the following fees: up to 2 weeks prior to the rental period 25% of the total amount and within 2 weeks before the rental period 50% of the total amount.
- If the amount of damage exceeds the deposit, the lessee must pay the additional amount immediately. If any incident or accident happens, the lessee is obliged to notify the lessor, at the latest at returning the bike.
- No money will be given refunded when the bike is returned earlier than the agreed rental period.
- In the event of a flat tire or breakdown, the lessee is responsible for returning the bike at the agreed place. Where possible the lessor will try to solve the problem. Should something happen along the way, contact as soon as possible the lessor.
- The bicycle is delivered in perfect condition and is not insured. The lessee is always responsible for the rented equipment during the rental period. Both in case of accident, damage, trespass, loss and theft. In case of theft, the lessee will identify this directly to the police. Not all (travel) insurance policies provide adequate/sufficient coverage. Therefore Rent-A-Bici advises to check this before going on holidays.
- Rent-A-Bici is not responsible for personal injury, possession damage, damage caused by third parties or other factors beyond the control of Rent-A-Bici. Lessee is asked to sign at the start of the rental period a safeguard clause. By signing this safeguard clause Rent-A-Bici will be protected from claims relating thereto.
- In case of theft we will charge you the replacement value of the stolen bicycle bike minus the rental fee.
- The lessee is obliged to take care of the bike and to take proper precautions to protect the bike against damage, loss or theft of the bicycle (s). When one of the above situations will happens, the cost of repair or replacement will be at the expense of the lessee.
- The lessee is responsible for following the Spanish traffic rules.
- Within a radius of 5 kilometres from Palacio de Congresos (Paseo del Violon S / N) Granada , the bikes will be delivered and picked up for free, except for the districts Albaicin and Sacromonte. For these districts a charge of € 10 per bicycle is applicable. Delivery outside 5 kilometres of the Palacio de Cingresos is possible up to 15km from the city centre of Granada at a fee of € 1,- per kilometre. We deliver between 8:00 – 9:00 am and pick up the bikes between 19:00 – 20:00 pm (or in consultation at another time)>
- By signing this contract, the lessee agrees with the terms and conditions as set out in this agreement and also declares to be aware that the lessee is responsible to take care of the bike and to keep the bike in good condition. The General Terms & Conditions of Rent-A-Bici are applicable to this contract.