

Phoenix Metro Bicycle Club Bicycle Case Rental Agreement

This rental agreement is made between:

Member/Renter Name: _____

Member/Renter Address: City: _____ State: _____ zip code: _____

Member/Renter Phone # Home: _____ Cell Phone _____

Member/Renter Driver License # _____

Date of Rental: _____ (No fee charged)

Date of Return: _____ (Included fee charged)

Number of cases rented: _____

Prepaid rental fee @ lesser of \$1.00/case per day, or \$5.00/week, per case:

Security Deposit (refundable, subject to fees and Bicycle Case Rental Terms & Conditions below) of

Cash \$ _____ Visa MasterCard

Card # _____ Expiration Date: _____

If deposit covered by credit card, Member/Renter guarantees payment and agrees that PMBC is authorized to charge the card for the purposes as described in the terms and conditions below.

Note: Reservation cancellation fee (< 10 days prior to rental is \$10.00/case).

Note: Late Fee for return after Date of return above: \$10.00/case/full or partial week.

By signing here, I agree to the above schedule of fees, and the following Terms & Conditions:

Member/Renter Signature: _____ Date: _____

Total Fees Received by PMBC: \$ _____

Received by: _____

Phoenix Metro Bicycle Club (PMBC) Bicycle Case Rental Terms & Conditions:

- **Eligibility:** Bicycle Cases are available for rental, for a period of up to four consecutive weeks, only to PMBC Members in good standing who have been club for at least three months. Member/Renter warrants that he/she is a current member of PMBC.
- **Care and Use:** The PMBC Member/Renter signing above is solely responsible for the Bicycle Case(s) rented from the date of rental until their return. Member/Renter shall, at his/her own expense, maintain and keep the Case (s) in good repair, condition and working order, shall use the Case(s) lawfully and shall not alter the Case(s).
- **Security Deposit:** A deposit of \$_____ is required for each Case rented. The deposit is refundable upon the return of Bicycle Case(s) rented, subject to application of all or a portion of the deposit, at the sole discretion of PMBC, to repair/replacement of Case(s) rented, exclusive of normal wear), late fees, reservation cancellation fees, and or unpaid rental fees.
- **No Warranties** by PMBC, and Waiver of Indirect Damages: As a condition of rental, Member/Renter Understands and agrees that PMBC makes not warranties, express or implied, to anyone as to the fitness, design, condition, capacity or any other aspect of the case or its material or workmanship. Further PMBC disclaims any liability for any damage to bicycles placed or transported in the rented bicycle cases, or any other loss, resulting directly or indirectly from rental of Bicycle Cases (s) from PMBC. Member/Renter accepts for use the Bicycle Case(s) provided by PMBC, has inspected and understands how to properly use the Bicycle Case(s).
- **Time is of the essence:** Member/Renter and agrees to return the rented Bicycle Cases(s) by the return date specified above.
- **PMBC Termination before Rental:** PMBC will make reasonable efforts to make the Case(s) available to the Member/Renter on the Commencement Date noted above. However, if due to circumstance beyond PMBC control, the Case(s) cannot be made available to Member/Renter, this rental agreement shall be deemed canceled without liability to PMBC.
- **Governing Law:** This Bicycle Case Rental Agreement shall be governed by the laws of the State of Arizona.
- **Entire Agreement; Modification:** This Bicycle Case Rental Agreement contains the entire agreement between PMBC and Member/Renter. No modification of this Agreement shall be effective unless in writing and executed by an authorized agent of PMBC (PMBC officer).