

**BREAKAWAY**  
**BIKE AND FITNESS SHOP, INC.**



## **BICYCLE RENTAL AGREEMENT**

This Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Breakaway Bike and Fitness Shop, Inc., a corporation duly existing and operating under the laws of the State of Indiana and having its primary offices in Miami County, Indiana, (hereinafter referred to as "Breakaway"), and \_\_\_\_\_, adult(s), (hereinafter referred to as "Renter," even if there is more than one actual renter named herein),

### **WITNESSETH:**

**WHEREAS**, Breakaway owns certain bicycles and bicycling equipment and rents such bicycles and bicycling equipment on a short-term basis to interested parties, and Renter desires to rent one or more of such items from Breakaway;

**NOW, THEREFORE**, in consideration of the promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree and stipulate as follows:

1. Breakaway hereby leases to Renter the following bicycle(s) (*fill in the model and serial number of each bicycle*) and other bicycling equipment (*including any helmets rented at the election of Renter as provided for below*):

\_\_\_\_\_  
\_\_\_\_\_

(said bicycle(s) and other bicycling equipment being hereinafter collectively referred to as "the bicycle(s)"). In return, Renter shall pay rent to Breakaway in the amount of \$\_\_\_\_\_ per day, beginning on \_\_\_\_\_, 20\_\_\_\_, and continuing each day thereafter until the bicycle(s) is/are returned to Breakaway by Renter. Said bicycle(s) has/have a replacement cost of \$\_\_\_\_\_.

2. Renter and Breakaway have personally inspected the bicycle(s) and have noted the following damage (*list damage, if any*): \_\_\_\_\_  
\_\_\_\_\_. Renter shall not be liable to Breakaway for the above-listed damage. Renter shall be liable to Breakaway for any other damage to the bicycle(s) that is noted by Breakaway's employee(s) following Renter's return of the bicycle(s) to Breakaway.

3. Renter shall return the bicycle(s) to Breakaway no later than \_\_\_\_\_, 20\_\_\_\_. Failure to do so shall result in the assessment against the Renter of a late fee of \$\_\_\_\_\_ per day and, if occurring for a lengthy time without approval by a Breakaway employee, may also result in criminal prosecution and/or requests for an award of a judgment for an amount to include (but not be limited to) treble damages (damages equal to three times the value of the bicycle(s)) and attorney fees. When returning the bicycle(s), Renter shall personally deliver the bicycle(s) to an employee of Breakaway and, at that time, shall notify the employee of any and all damage done to the bicycle(s). If Renter fails to personally return the bicycle(s) to a Breakaway employee and said bicycle(s) is/are damaged, lost, or stolen, Renter shall be liable to Breakaway for any and all repair (including labor and materials) or replacement costs resulting therefrom. In the event that Renter fails to return the bicycle(s) to Breakaway in a timely fashion, Renter hereby authorizes Breakaway to repossess the bicycle(s) from Renter. Renter also hereby authorizes Breakaway to bill Renter's credit card for all such repair (including labor and materials) or replacement costs. Said credit card is a (*insert type of card, such as Visa or MasterCard*) \_\_\_\_\_, with credit card number \_\_\_\_\_, an expiration date of \_\_\_\_\_, and a security code (*the three digits on the back of the card*) of \_\_\_\_\_.

4. **Renter understands and acknowledges that cycling is an inherently risky activity, which could result in serious bodily injury or even death to Renter or others. Renter hereby releases Breakaway from any and all liability for damages sustained by Renter (including but not limited to bodily injury or death) or Renter's property as a result of Renter's use of the bicycle(s). Furthermore, in the event that Renter's use of the bicycle(s) results in injury to or the death of a third party or damage to the property of a third party, Renter shall be solely responsible for paying for all damages resulting therefrom, indemnifying and holding Breakaway harmless for the payment thereof.**

5. Renter acknowledges that Breakaway has offered Renter the opportunity to rent one or more helmets at an additional cost of \$\_\_\_\_\_ per day. Renter has elected to:

\_\_\_\_\_ Rent the helmet(s), understanding that such helmet(s) may provide additional protection against injury or death but will not prevent such injury or death in every circumstance.

\_\_\_\_\_ Not rent the helmet(s), understanding that the failure to rent such helmet(s) may increase the likelihood that injury or death may result from Renter's use of the bicycle(s).

6. In the event that any check tendered to Breakaway by Renter is returned unpaid due to stopped payment, insufficient funds, or any other reason, Renter shall pay Breakaway a bad check fee in the amount of \$\_\_\_\_\_.

7. Time is of the essence of this agreement. If either party fails to perform that party's responsibilities under the terms of this agreement, the other party shall be permitted to seek legal redress, either at law or in equity, with the courts of Miami County, Indiana, having jurisdiction and being the proper venue for the resolution of any dispute regarding this agreement.

8. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or a similar nature.

9. In the event of any litigation arising from Renter's rental of the bicycle(s) from Breakaway, the non-prevailing party shall pay the prevailing party's reasonable pre- and post-collection expenses and reasonable attorney fees, all without relief from valuation and appraisal laws.

10. This agreement shall inure to and be binding upon each of the parties hereto and their heirs, beneficiaries, personal representatives, successors, and assigns. This agreement may not be assigned or sublet without the express written agreement of each of the parties hereto.

11. If any portion of this agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this agreement, as circumstances require, and this agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.

12. This agreement constitutes the entire agreement between the parties and may be modified only by a new agreement signed by each of the parties to this agreement.

**IN WITNESS WHEREOF**, each of the parties has read and signed this agreement on the date first above written and each acknowledges receipt of a fully executed copy hereof.

**BREAKAWAY BIKE AND FITNESS SHOP, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
8 South Wabash Street, Peru, IN 46970

\_\_\_\_\_, Renter  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
DOB: \_\_\_\_\_

\_\_\_\_\_, Renter  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
DOB: \_\_\_\_\_