



I AGREE TO THE FOLLOWING:

I WILL TREAT THE BICYCLE CAREFULLY. I take full responsibility for the handling and care of the bicycle, including with regard to transporting, parking, and storing the bicycle. I will take all reasonable efforts to keep the bicycle, whether due to my own actions or the actions of others, from being stolen, scratched, dented, getting parts bent or knocked out of alignment, and any other event which interferes with the bicycle's optimal performance.

I WILL NOT LEND THE BICYCLE TO SOMEONE ELSE. I will not give possession of the bicycle to anyone who is not on the rental agreement as an authorized rider. If anyone else is found in possession of the bicycle, I will pay additional rider charges, take complete financial responsibility for any damage done by others, and if I have purchased the CDW option it will be null and void.

I WILL RETURN THE BICYCLE HERE. I will return the bicycle at Centripedal Bikes. Otherwise, I will pay ALL costs for Centripedal Bikes to retrieve the bicycle up to its full market value.

ALL INFORMATION I HAVE PROVIDED IS ACCURATE. If any information I have given is false, I will surrender the bicycle upon request, forfeit any discounts, and pay the maximum daily rate plus \$10/day.

Centripedal Bikes' COLLISION DAMAGE WAIVER (CDW) COVERS SIGNIFICANT, UNFORSEEABLE AND ACCIDENTAL CAUSES OF DAMAGE AND DOES NOT COVER PREVENTABLE DAMAGE FROM UNWISE RENTER BEHAVIOR Centripedal Bikes coverage terms and the contract exclude waiving of your responsibility for tube & tire damage. I will pay for repairs to fix flat tires.

I WILL REPORT ALL DAMAGE. I will call the police immediately if any accident or damage caused by someone else occurs and I will report any damage to Centripedal Bikes within 24 hours, otherwise the CDW option, if I have purchased it, will be null and void.

I WILL RETURN THE BICYCLE CLEAN. I will return the bicycle as I received it, otherwise I will pay a \$50 cleaning fee. **WATER will not be used for cleaning – I will use dry processes only.**

I WILL REMAIN ON APPROPRIATE SURFACES. Evidence of driving on surfaces not appropriate for the style of bicycle I have rented will subject my bicycle to additional inspection for problems before my contract is closed and I am refunded any amounts owed back to me.

I WILL RETURN ON-TIME. No more than 30 minutes grace for being late will be given to me, regardless of the due time of my contract *(even if Centripedal Bikes is closed at that time)*. No reason for being late will result in waiving any late fees and additional daily surcharges. *(Any overdue bicycle which cannot be located, after one call to each telephone number provided by the renter that is not returned within 24 hours, will be reported stolen and put the renter at risk of civil and criminal prosecution.)*

I have carefully read and agree to the policies above

Signature,

Printed Name,

Date

CONTINUED

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

The following terms and conditions as well as all the provisions on the front side of this Agreement and any other terms and conditions you indicated agreement to by your signature at the time of your rental, constitute the entire Rental Agreement, by and between Centripedal Bikes and you (whether one or more) as Renter of the Bicycle identified on the front side of this Agreement.

1. **BICYCLE.** The Bicycle, including without limitation, tires, tools, equipment, and accessories, is the property of Centripedal Bikes. Renter may not service or repair, or authorize others to service or repair the Bicycle without Centripedal Bikes' prior approval. Renter will pay for all unauthorized repairs and replacement parts as well as the cost of restoring any unauthorized alterations. **RENTER ACKNOWLEDGES THAT CENTRIPEDAL BIKES MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE BICYCLE, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
2. **BICYCLE RETURN.** Renter will return the Bicycle in the same condition as received to the stated "Authorized Return" location and on the stated "Due Date", or sooner if demanded by Centripedal Bikes. Failure of Renter to return the Bicycle in accordance with the provisions of this Agreement is a breach of this Agreement and could result in a cleaning charge, drop charge and / or rate change.
 - (a) **AUTHORIZED RIDER.** Renter represents and warrants the accuracy of the information on the reverse side of this Agreement. Renter, shall mean capable riders, 18 years or older (unless otherwise agreed by Centripedal Bikes). Authorized Rider shall entail the Renter's spouse. Renter agrees to be responsible for any and all violations of this Agreement committed by any Authorized Rider to the same extent as if said violations were committed by the Renter.
3. **PROHIBITED USES OF BICYCLE.** Renter agrees that the Bicycle shall not be used or operated in any of the following ways and that any such violation shall constitute a breach of this Agreement;
 - (a) in any willful, abusive, reckless, or wanton misconduct causing damage or loss;
 - (b) by any operator or user under the influence to any degree of intoxicants or drugs;
 - (c) for any illegal purpose
 - (d) by the customer or an authorized rider who gives Centripedal Bikes false or misleading information;
 - (e) in any hazardous terrain and in any off-road use (use on a road other than on regularly maintained hard surface roadways, including private driveways and parking lots) for all road-designed bicycles;
 - (f) to transport persons or property for hire or to push or tow anything;
 - (g) by any unauthorized rider or user;
 - (h) outside of the continental United States unless such use is specifically authorized by the rental agreement;
 - (i) attributable to theft which occurs with the prior knowledge or knowing participation of an authorized rider, or which is attributable to the authorized rider leaving the rental bicycle unattended and unsecured;
 - (j) to carry hazardous or explosive substances, improperly charge electric bicycles, or to improperly load the Bicycle or transport weight exceeding the Bicycle's maximum capacity;
 - (k) trick or stunt riding;
 - (l) for any purpose or in any manner after the Renter becomes aware of any possible defects in the Bicycle or knows, or should know, that further use of the Bicycle could cause it damage (e.g. underinflated tires, flat tire, cut or frayed cables).
 - (m) in any abusive or reckless manner causing personal injury to others or in a manner resulting in a conviction for careless driving
 - (n) by any operator or user under the influence to any degree of any other substance known to impair driving ability;
 - (o) during the commission of a felony or for the transportation of illegal drugs or contraband
 - (p) leaving the Bicycle and failing to secure bicycle or otherwise aids in vandalism or theft of the Bicycle;
4. **PAYMENT CREDIT CARD AUTHORIZATION.** Renter is individually responsible for rental payments on the Bicycle in addition to any principal whom Renter may obligate or attempt to obligate. Payment of all charges incurred and any loss or damage sustained by Centripedal Bikes for which Renter is responsible are due and payable upon: (1) the expiration of the agreement; (2) the repossession of said Bicycle by Centripedal Bikes; (3) or the violation of any term, condition or provision herein by Renter, whichever occurs first. IF RENTER USES A CREDIT CARD TO PAY FOR CHARGES, RENTER AUTHORIZES CREDIT WITH THE CARD ISSUER AT THE TIME OF RENTAL IN A REASONABLE AMOUNT THAT IS AT LEAST EQUAL TO ALL ESTIMATED CHARGES. IN ADDITION, RENTER EXPRESSLY AUTHORIZES CENTRIPEDAL BIKES TO PROCESS ANY APPROPRIATE VOUCHER OR VOUCHERS FOR ALL CHARGES INCURRED RELATIVE TO THIS RENTAL, INCLUDING ALL DAMAGES TO THE BICYCLE OR CAUSED BY THE BICYCLE, ALL PARKING AND TRAFFIC VIOLATIONS ISSUED WHILE THE BICYCLE IS ON RENTAL TO THE RENTER AND ALL OTHER CHARGES DUE AND OWING UNDER THIS AGREEMENT AT THE COMPLETION OF THE RENTAL AND TO SIGN RENTER'S NAME TO SAME. THE RENTER AUTHORIZES AND DIRECTS THE CREDIT CARD ISSUER TO ACCEPT ANY SUCH VOUCHER AND CHARGE RENTER'S ACCOUNT WITH SAME. All charges are subject to final audit. If an error is found, Renter and Centripedal Bikes shall promptly pay or credit the other, as appropriate.
5. **RENTER'S RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE BICYCLE.** If Bicycle suffers any loss or damage due to collision, theft, vandalism, acts of nature, fire, or for any cause while on rental, Renter is liable for and shall pay Centripedal Bikes the amount of any such loss or damage regardless of fault or negligence. Renter will be responsible for these charges plus loss of use time, depreciation diminution in value and an administrative charge which together constitute the "loss".
EXCEPTION: Renter accepts collision damage waiver at the time of rental and if there is no violation of prohibited uses under paragraph 3, then Renter's liability for all damages and losses after the deposit are WAIVED by Centripedal Bikes. **COLLISION**
- DAMAGE WAIVER IS NOT INSURANCE OR A SUBSTITUTE FOR INSURANCE.**
6. **RENTER'S PROTECTION.** Centripedal Bikes does not provide Renter with Liability Insurance coverage.
7. **REPOSSESSION** Centripedal Bikes may repossess Bicycle (WITHOUT ADVISING RENTER AND AT RENTER'S COST) if it is illegally parked, apparently abandoned or used in violation of law or of this Agreement. Further, if Renter violates any provision of this Agreement or fails to return Bicycle within 24 hours following the stated "Due Back" date or a written or oral demand made by Centripedal Bikes, whichever occurs first, Renter shall be in unlawful possession of the Bicycle and Centripedal Bikes may cause the issuance of a Warrant for the arrest of Renter or any person who has the Bicycle and may repossess said Bicycle by whatever lawful means it deems proper and Centripedal Bikes shall not be liable for damages of any kind or description incurred by Renter as a result of any such actions.
8. **DUTY OF RENTER.** Renter or Authorized Rider must, within 24 hours, report any accident of any kind to Centripedal Bikes at the location where the Bicycle was rented; must, within 24 hours, deliver to Centripedal Bikes at the location every process, pleading or paper of any kind relating to such accident or to any claim, demand, litigation or other action arising out of such accident, and must cooperate with Centripedal Bikes in the investigation and defense of any such accident, claim, litigation or other action. Failure of Renter or Authorized Rider to act in accordance with the above provisions will result in loss of any applicable Renter Protection benefits and Collision Damage Waiver provisions and will make Renter liable for any and all losses, damages and expenses (including attorney's fees) including compromised claims or court judgments paid by Centripedal Bikes.
9. **WAIVER AND RELEASE.** Renter and Authorized Riders hereby release and discharge Centripedal Bikes and agree to waive and hold Centripedal Bikes harmless from any and all claims, suits, or demands of every kind or nature Renter and / or Authorized Rider may have against Centripedal Bikes, including but not limited to, any alleged false arrest, false imprisonment, false detention, wrongful or unlawful repossession of rental Bicycle, defamation of character, malicious prosecution, trespass, or invasion of civil rights.
10. **BICYCLE BREAKDOWN.** Renter assumes full responsibility for any expense caused by Bicycle breakdown unless prior authorization is given and reimbursement agreed to by Centripedal Bikes. Renter has burden of proving such prior authorization and reimbursement agreed to by Centripedal Bikes.
11. **RENTER'S PERSONAL PROPERTY.** Renter is solely responsible for all loss of and damage to any property placed, transported, or left in any bicycle or anywhere on Centripedal Bikes' rental facilities.
12. **CENTRIPEDAL BIKES' DAMAGES.** If Centripedal Bikes suffers any kind of expense or loss, including Attorney's fees, in the defense of claims, demands, litigation or other actions of any kind or nature whatsoever arising out of or directly or indirectly related to the use or possession of Bicycle during the terms of this agreement, brought by any party other than Renter or an Authorized Rider, Renter shall reimburse Centripedal Bikes for any and all such expenses and losses unless prohibited by applicable law. If Renter breaches this Agreement, Renter agrees to indemnify and hold Centripedal Bikes harmless for all losses, expenses and / or damages suffered by Centripedal Bikes, including without limitation, all actual, incidental and consequential losses and damages, reasonable attorney's fees, loss of use of Bicycle (to be calculated in accordance with the stated "MIN/MAX RENTAL" rates shown on the reverse side of this Agreement), and any towing expenses incurred by Centripedal Bikes.
13. **INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.** Renter waives all claims against Centripedal Bikes for any incidental, special or consequential damages in connection with the furnishing, performance or use of the Bicycle.
14. **LIABILITY AGREEMENT.** Renter accepts for use, the equipment listed on this form and accepts full responsibility for the care of this equipment. Renter understands that bicycling is a hazardous activity. Renter understands that the sport of bicycling and the use of this equipment involve a risk of injury to any and all parts of the user's body. Renter hereby agrees to freely and expressly assume and accept any risks and all injury to the user of this equipment while bicycling. Renter understands that bicycle protective gear such as helmets and gloves are recommended, but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident. Renter agrees that Renter will release this bicycle shop from any and all responsibility of liability for injuries or damages to the user of the equipment listed on this form or to any other person. Renter agrees not to make a claim against or sue this bicycle shop for injuries or damages relating to bicycling or the use of this equipment.
15. **MISCELLANEOUS.** (a) Each of the terms, conditions and provisions of this Agreement is to be considered severable and, thus, if one or more is found to be unlawful or unenforceable, such a finding shall not affect the remaining term, conditions and provisions contained herein which shall be construed in a manner consistent with the intent of this Agreement. (b) This Agreement is entered into and executed in accordance with the laws of the state in which the Bicycle is rented and shall be construed according to said laws. (c) This Agreement contains all of the agreements, terms, provisions and conditions made between Renter and Centripedal Bikes and cannot be orally changed, altered, or modified by any party, including an agent or employee of Centripedal Bikes. (d) RENTER AND ANY AUTHORIZED RIDER SHALL NOT BE CONSIDERED AN AGENT OR REPRESENTATIVE OF CENTRIPEDAL BIKES IN ANY CAPACITY OR FOR ANY PURPOSE WHATSOEVER.

I understand and agree to abide by all terms and conditions listed in this agreement.

Signed _____ Date: _____

CENTRIPEDAL



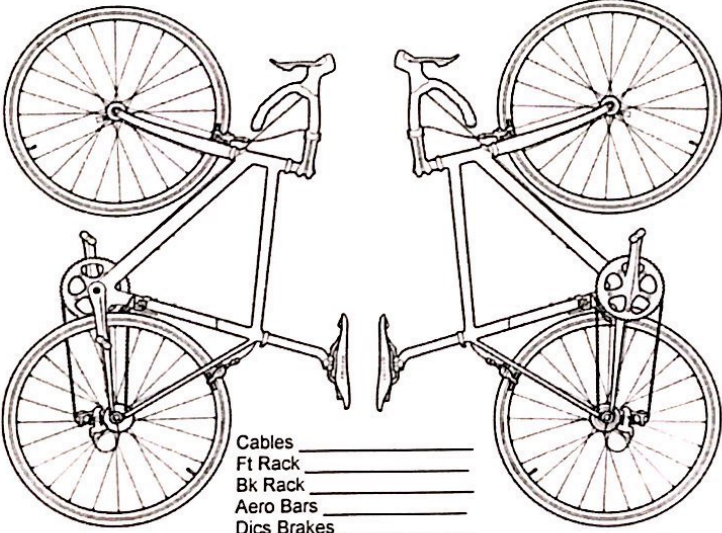
CENTRIPEDAL BIKES LLC

3636 Thornton Avenue

Fremont CA 94536

510.742.2265

www.centripedalbikes.com

RENTER	RIDER 2	RIDER 3	BICYCLE 1	BICYCLE 2
LAST NAME			SERIAL NO.	
FIRST NAME			MODEL	
DOB/AGE			COLOR	
PRIMARY PH			SIZE	
SECOND PH				
ADDRESS			OUT	IN
CITY/ST/ZIP			DATE	
LOCAL ADDR			TIME	
CITY/ST/ZIP				
LICENSE			I AGREE THAT I will return the bicycle to the renting or specified location on or before it is due back, I will receive no more than 30 minutes grace if returning late, when I accept the bicycle a minimum charge of one day will apply. OTHERWISE DROP FEES, LATE FEES (INCLUDING GRACE PERIOD), RATE CHANGES AND/OR FORFEIT OF DEPOSIT MAY APPLY.	
STATE/EXP				
EMPLOYER				
EMPL PHONE				
ONLY RIDERS AUTHORIZED BY CENTRIPEDAL BIKES AND INCLUDED ON THIS CONTRACT ARE PERMITTED TO OPERATE THE BICYCLE. RENTER IS RESPONSIBLE FOR ALL DAMAGE AND INJURY CAUSED BY RIDERS NOT INCLUDED ON THIS CONTRACT, EVEN IF COLLISION DAMAGE WAIVER HAS BEEN PURCHASED.			INITIALS _____	
NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE BICYCLE AFTER THE DEPOSIT. BEFORE YOU DECIDE WHETHER TO PURCHASE THIS PRODUCT (CDW), YOU MAY WISH TO DETERMINE WHETHER YOUR HOMEOWNER'S INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL BICYCLE AND THE AMOUNT OF THE DEDUCTIBLE THEREUNDER. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER PRODUCT (CDW) IS NOT MANDATORY AND MAY BE DECLINED.			INITIALS _____	
Collision Damage Waiver (CDW) is available at the rate shown for each day OR FRACTION thereof. If Renter declines CDW, Renter will be responsible for the FULL VALUE of any loss or damage to the vehicle, including loss of use and related expenses, regardless of fault. If Renter accepts CDW, Renter may not be responsible for such loss or damage, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE. CDW IS NOT INSURANCE.			Optional Services: CDW: for Collision Damage Waiver	
ACCEPT _____ DECLINE _____ CDW _____			RA opened by:	
			TOTAL BEFORE TAXES \$	
Bicycle has no damage except as noted on this Agreement. I will report any unnoted damage to Centripedal Bikes prior to leaving the premises. Any unnoted damage at return is my responsibility.			CA SALES TAX \$	
Did you like your bike? It's for Sale!			RA closed by:	
INITIALS _____			TOTAL CHARGES \$	
PO#:			PAYMENTS RECEIVED \$	
PAYMENT METHOD:			NET DUE CENTRIPEDAL \$	
CASH REFUND RECEIVED:			NET DUE CUSTOMER \$	
I AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. I UNDERSTAND THAT ONLY AUTHORIZED RIDERS AS DEFINED IN PARAGRAPH 5 ON REVERSE SIDE MAY OPERATE THE BICYCLE IF THIS RENTAL IS TO BE CHARGED ON A CREDIT OR DEBIT CARD, MY SIGNATURE BELOW WILL BE CONSIDERED TO HAVE BEEN MADE ON THE APPLICABLE VOUCHER ON MY BEHALF.				
Renter Signature: _____			X	
Rider 2 Signature: _____			X	
Rider 3 Signature: _____			X	