

BIKE RENTAL AGREEMENT AND RELEASE

Bike rental agreement between:

1. **FISCU MELINDA PERSOANA FIZICA AUTORIZATA**, registration number 34292163 and
2. **RENTER:**

First Name: _____, Last Name: _____

Phone Number: _____, ID Type: _____, ID Number _____

Address: _____

FISCU MELINDA PERSOANA FIZICA AUTORIZATA (hereinafter referred to as **LCT**) agrees to rent the following bicycle (the "bicycle") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below. The bicycle shall be rented for the time period rate specified as follows:

Bicycle IDs/Model: _____

Accessories: _____

Total Rental Amount: _____. Security Deposit: _____ Rental period: _____ / _____

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE **LCT** FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY **LCT** AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge **LCT's** agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use

(misuse, or abuse) of the bicycle; or in any way arising out of the rental relationship between Renter and LCT.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless **LCT'S** agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the bicycle.

Terms and Conditions

1. **Assumption of Risk.** Renter acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. **Renter assumes and accepts all risks associated with the use of the bicycle.**
2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by **FISCU MELINDA PERSOANA FIZICA AUTORIZATA**, and any applicable laws or regulations.
3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the bicycle:
 - There are **no passengers** permitted on the bicycle unless expressly permitted by LCT in writing prior to use.
 - The bicycles cannot be sublet.

- Persons under age of 18 cannot rent the bicycles.
- 4. The Renter understands that he is required to abide by **national rules of the road**, including not cycling while under the influence of alcohol and not cycling while using a cellular phone. Any infractions to the national rules of the road are his responsibility, including paying fines, fees or bicycle impoundment costs for retrieving the bicycle/s.
- 5. **Unsafe Use.** If at any time LCT determines that Renter has engaged in an unsafe or hazardous use of the bicycle, LCT may immediately terminate the rental. Upon notification of termination, Renter must return the bicycle to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. LCT shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”
- 6. **Repairs and maintenance.** In case of a breakdown, the Renter should not abandon the bicycle. Renter should contact us immediately to arrange for the exchange of a bicycle of equivalent or superior quality. All repairs needed as a result of the use of the equipment including all parts, shall be paid by the Renter. LCT shall retain any portion (or all) of Renter’s security deposit as necessary to cover repairs for damages. To the extent that damages to the bicycle exceed the amount of the security deposit, Renter shall be billed by LCT for the full amount of damages caused by Renter during the rental period.
- 7. The Renter agrees **not to adjust or manipulate the mechanical parts of the bicycle.**
- 8. The bicycle should be parked in a manner that is safe for pedestrians and in a place where theft is minimized (e.g. no dark alleys).
- 9. The Renter will return the bicycle to LCT at the time and date indicated on the agreement. A late return will be charged according to extra time the bicycle was used.
- 10. It is strongly advised that the Renter wears a helmet and uses other appropriate safety equipment and clothing. Front and rear lights are required in hours of reduced light.
- 11. The Renter is responsible for any loss or damage to the equipment which, at all times, remains the exclusive property of LCT. In case the equipment is lost, destroyed or damaged beyond repair in the judgement of LCT, the Renter agrees to pay LCT the value to replace the equipment. The replacement charge will be determined by LCT and charged at the time of the rental. In case of theft, the Renter will be responsible for reimbursing LCT for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.
- 12. Condition of Bicycle upon Return. The Renter shall return the bicycle to the designated return area **clean and in the same condition** as it was in when given to Renter, excepting ordinary wear and tear. **Renter shall be responsible for any damage** caused to the bicycle during the rental period. Any damage of the bicycle or parts of the bicycle **will be deducted from the Security Deposit** corresponding to the price of a new component, or similar component. As a **price reference bike-discount.de / wiggle.co.uk** will be taken into consideration.
- 13. Renter allows **LCT** to take pictures of Renter, save and store Renter personal information.
- 14. If the equipment or bicycles is not returned in the next **12 hours** after the rental period expired, this act can be considered “Suspicion of theft” and automatically will be applied a **150 lei** penalty for **each day** after the rental period expired. In addition to this, competent legal authorities will be announced for initiation of legal procedures for recovering the equipment and bicycles and punishing the Renter.
- 15. **LCT** has the right to select the renter having no obligation to motivate denial of service. We reserve the option to ask for additional information about renter or specific warranties.
- 16. **GDPR:** Renter will accept the processing of personal data for the purpose of this contract.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RENTER FULL NAME:

**FISCU MELINDA PERSOANA
FIZICA AUTORIZATA**

Signature:

Signature:

Date _____