

Dartmouth Bikes Rental Program Agreement

Academic Term: _____

Return Bike By: Week 9 (exact date TBD)

Summary of Fees

A Dartmouth Bikes rental costs **\$___** plus a **\$___** refundable deposit and must be paid with DASH funds at the time of bike pickup. The deposit will be returned to your DASH account following the return of your rental bike in the same or better condition than before.

Renters who return damaged bikes will be responsible for the full cost of all repairs as assessed by a Dartmouth Bikes Mechanic, deducted first from the refundable deposit and then charged additionally thereafter. Renters who lose a combination lock belonging to Dartmouth Bikes will be charged a **\$20 replacement fee**.

Riding Your Bicycle

Renters agree and acknowledge that they will be the sole operator of a rental bike, and will use the bike in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to state and local laws and the rules and guidelines laid out in the Dartmouth Bikes Policy.

Bicycle Maintenance

Renters will have access to routine bike maintenance during the rental term. Labor and tool use are free, but renters will be charged for any parts deemed necessary for replacement.

Returning Your Rental Bike

All rental bikes must be returned to Dartmouth Bikes by the **date stipulated above**. Should a renter fail to return their bike to the Dartmouth Bikes shop in the basement of Fahey, but leave it to be collected by a mechanic elsewhere on campus, a **\$25 collection fee** will be charged (deducted from the deposit returned). **Rental bikes may not be kept during interim or graduation week, unless the renter agrees to continue renting in the term immediately following this (and must be in good standing).**

All bikes must be returned in their original condition (except normal wear and tear). The original condition of the rental bike will be documented with photos and a written description on the day of bike pick up. Renters who return bikes with damage beyond normal wear and tear or who do not return their bikes will be charged the full cost of repairs or \$300, whichever is less. Renters are held accountable for bike damage, **regardless of cause**.

Bicycle Theft

Dartmouth Bikes is not responsible for stolen rental bikes. Each rental bike comes with a working lock if the renter does not have one. Please remember to lock your bike to a bike rack each time it is not in use and scramble the combination code. Bikes are safest when locked to a bike rack and not only to themselves. If the rental bike is stolen, the renter will be charged for failing to return their bike.

Release of Liability

Dartmouth Bikes renters acknowledge that the activities for which a bicycle is designed include inherent dangers, including the risk of bodily injury and/or death as well as damage to property. Renter assumes and accepts all risks associated with the use of the bicycle and will be liable for all resulting injuries, damages, and related costs. Renter will not hold Dartmouth College, its Trustees or employees responsible for injury, damage or death.

I DO HEREBY ACKNOWLEDGE AND AGREE THAT DARTMOUTH COLLEGE AND ITS RELATED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY SERVICE, BICYCLE OR RELATED INFORMATION, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A BICYCLE HELMET WHILE USING A DARTMOUTH BIKES BICYCLE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU DO HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. OUR TOTAL LIABILITY FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU. AND YOU **MIGHT HAVE ADDITIONAL RIGHTS.**

| Student Signature | Date | Student ID # | Phone # | |
|--------------------|------|------------------------------|------------------|--|
| Printed Name | | | Email Address | |
| 529 Registration # | | Bike Make, Model, and Colors | | |
| Bike Lock Combo | | Financ | ial Aid Discount | |