

PEDAL PUSHERS, LLC EQUIPMENT LEASE CONTRACT

Printed Name of Customer: _____

1. Customer hereby relieves, releases and forever discharges and agrees to indemnify and hold harmless PEDAL PUSHERS, LLC ("Company"), its owners, servants, agents, and employees from any and all injuries, claims and demands arising out of or related to the use of Company's property or equipment, including, without limitation, injuries, claims and demands that may result from any accident in which Customer may become involved at any time now or hereafter while riding, using, or operating a bicycle, paddle board, or jog stroller, and for injury or damage to the person or property of any third party inflicted or who claims to have been caused by Customer at any time while Customer or such third party is riding, using or operating the bicycle.

2. Customer acknowledges that he has personally inspected the equipment and has found it to be in good condition.

3. Customer shall not misuse or abuse the equipment and shall return the equipment to Company in the same condition as when received, normal wear accepted. Customer shall return the equipment at the location and no later than the time specified below.

I FURTHER AGREE TO BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL REPLACEMENT COST, OF ANY EQUIPMENT I RECEIVE, BUT DO NOT RETURN UPON REQUEST, EVEN IF IT IS LOST OR STOLEN. IN ADDITION, I AGREE TO BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL REPLACEMENT COST, OF ANY EQUIPMENT DAMAGED WHILE IN MY POSSESSION. I UNDERSTAND THAT PEDAL PUSHERS, LLC IS THE SOLE JUDGE OF WHAT CONSTITUTES "DAMAGE" IN THIS REGARD. MY CREDIT CARD IS REQUIRED TO BE ON FILE TO COVER ANY SUCH DAMAGES.

Initials _____

4. Customer shall immediately notify Company of any accident involving, or damages, to the equipment.

5. Customer shall comply with all laws, ordinances, and regularities governing the use of the equipment and adhere to the rules of the road. Customer acknowledges that Alabama law provides as follows:

It is unlawful for any person to use a bicycle on a public roadway, public bicycle path, other public rights-of-way, state, city, or county public park under any one of the following conditions:

(a) For any person under the age of 16 years to operate or be a passenger on a bicycle unless at all times the person wears a protective bicycle helmet of good fit, fastened securely upon the head with the straps of the helmet.

(b) For any person to operate a bicycle with a passenger who weighs less than 40 pounds or is less than 40 inches in height unless the passenger is properly seated in and adequately secured in a restraining seat.

(c) For any parent or legal guardian of a person under the age of 16 years to knowingly permit the person to operate or be a passenger on a bicycle in violation of subdivision (1) or (2).

Customer further acknowledges that Alabama law requires a person regularly engaged in the business of renting bicycles (such as Company) to provide a helmet to any person who will operate the bicycle in an area requiring a helmet, if the person does not already have a helmet in his or her possession. A reasonable fee may be charged for the helmet rental.

Violations of Alabama helmet laws can result in warnings and, after multiple violations, civil penalties in the amount of \$50.

6. This is a contract of leasing or rental only. Customer has by this contract no claim of right, title or interest to the equipment, and the equipment shall at all times be the sole property of Company. Customer shall not assign any rights or delegate his duties under contract, nor shall Customer sublease this equipment.

7. Upon breach of this contract or any of its provisions, Company may immediately take possession of the equipment and all unpaid rents shall be due and payable.

8. Should Company have to resort to any legal proceedings or the use of counsel to protect the rights of Company under this agreement, then all legal fees and costs incurred by Company shall be the responsibility of the Customer.

9. NO REFUNDS ON EARLY RETURNS.

Customer acknowledges receipt of a written explanation of the provisions of Alabama law regarding helmet use and the penalties for violations of same.

Customer's Signature

Date

Return Time:_____ am / pm

Customer represents that no person under the age of 16 years will operate the bicycle in an area where the use of a helmet is required, except:

List all operators under 16:

Customer represents to Company that each such minor has a bicycle helmet of good fit, fastened securely upon the head with the straps of the helmet.