

# Bicycle Case Rental Agreement

This rental agreement is made between the Phoenix Metro Bicycle Club (PMBC) and:

Member/Renter Name: \_\_\_\_\_

Member/Renter Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Member/Renter Phone # \_\_\_\_\_

Start of Rental Date: \_\_\_\_\_

Number of Weeks: \_\_\_\_\_

Return Date: \_\_\_\_\_

Number of Cases Renting: \_\_\_\_\_

Total cost at rate of \$10 per week per case: \$ \_\_\_\_\_

Please mail this form, along with your payment, in check or money order, for the full amount of the rental to:

PMBC Case Rental  
P.O. Box 26788  
Tempe, AZ 85285-6788

- Prior to submitting your payment, you should email your request to [Case Rental](#), so that the case rental volunteer can confirm the availability and hold your reservation.
- Full payment is required 10 days prior to the start of rental date. After this, the reservation will be canceled if there is other demand for the case.
- There is a \$10 cancellation fee if a paid reservation is canceled with 10 days of the start of rental date.
- Renter agrees to pay additional \$2.00 per day per case for late return.
- If another renter is waiting for a bike case which is not returned on time, the Renter agrees to pay the full replacement cost for a new case, and would be entitled to keep the case which they failed to return on time.
- PMBC will include 5 days of buffer time between rentals of each case, to ensure that a new unit can be purchased in time.
- Renter agrees to pay full replacement cost for any case that is lost or damaged during their rental period. Normal wear and tear is exempted.

By signing here, I agree to the above rates, and all terms and conditions contained above and on the following page.

Member/Renter Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date form and payment received: \_\_\_\_\_ (to be entered by PMBC treasurer)

## Phoenix Metro Bicycle Club (PMBC) Bicycle Case Rental Terms & Conditions:

- **Eligibility:** Bicycle Cases are available for rental, for a period of up to four consecutive weeks, only to PMBC Members in good standing who have been club members for at least three months. Member/Renter warrants that he/she is a current member of PMBC.
- **Care and Use:** The PMBC Member/Renter signing above is solely responsible for the Bicycle Case(s) rented from the date of rental until return. Member/Renter shall, at his/her own expense, maintain and keep the Case-(s) in good repair, condition and working order, shall use the Case(s) lawfully and shall not alter the Case(s).
- **Damage:** Additional fees may be due, at the sole discretion of PMBC, for repair or replacement of Case(s) rented, exclusive of normal wear.
- **No Warranties by PMBC, and Waiver of Indirect Damages:** As a condition of rental, Member/Renter Understands and agrees that PMBC makes no~~t~~ warranties, express or implied, to anyone as to the fitness, design, condition, capacity or any other aspect of the case or its material or workmanship. Further PMBC disclaims any liability for any damage to bicycles placed or transported in the rented bicycle cases, or any other loss, resulting directly or indirectly from rental of Bicycle Cases-(s) from PMBC. Member/Renter accepts for use the Bicycle Case(s) provided by PMBC, has inspected and understands how to properly use the Bicycle Case(s).
- **Time is of the essence:** Member/Renter agrees to return the rented Bicycle Cases(s) by the return date specified above.
- **PMBC Termination before Rental:** PMBC will make reasonable efforts to make the Case(s) available to the Member/Renter on the Commencement Date noted above. However, if<sub>z</sub> due to circumstance beyond PMBC control, the Case(s) cannot be made available to Member/Renter, this rental agreement shall be deemed canceled without liability to PMBC.
- **Governing Law:** This Bicycle Case Rental Agreement shall be governed by the laws of the State of Arizona.
- **Entire Agreement; Modification:** This Bicycle Case Rental Agreement contains the entire agreement between PMBC and Member/Renter. No modification of this Agreement shall be effective unless in writing and executed by an authorized agent of PMBC.