



**Worldwide Cyclery**  
**3481 Old Conejo Rd. Suite 105**  
**Newbury Park CA, 91320.**  
**805.768.4309**  
[Info@WorldwideCyclery.com](mailto:Info@WorldwideCyclery.com)

Cayley Enterprises Inc. – DBA – Worldwide Cyclery

### **Rental Agreement**

Name:

DL/Passport #:

Phone Number:

E-mail address:

Permanent Address:

Bike & Equipment rented:

Rental period / Return Date:

Rental return date & location: / / by. – 3481 Old Conejo Rd. #105 – Newbury Park CA, 91320.

Rental rate: Rental rate: \$95 per 24 hour period unless otherwise stated above in “Rental period / Return Date”. The amount you pay for the rental of this bicycle can be used as a credit in its full amount towards the purchase of a new frame or complete bike at retail value from Worldwide Cyclery within (6) months from the date of the rental.

#### **Requirements:**

- Valid/Unexpired United States driver’s license or passport with home address, CAN NOT BE A PO BOX.
- Rental rate paid in full before bicycle leave premises.
- Credit card authorization charge of 15% of the value of the bike. (This charge is only an authorization and will be voided entirely upon the bikes return in proper condition)
- Front and back copy of valid/unexpired United States driver’s license and credit card.
- Signed and completed rental agreement contract.

Worldwide Cyclery (WE or Worldwide Cyclery) rents high-end performance bicycles (RENTAL BIKE) on the following terms and conditions (AGREEMENT).

WE ARE RENTING A RENTAL BIKE TO YOU (the person named above, i.e., RENTER). YOU ARE RESPONSIBLE FOR THE RENTAL BIKE FROM THE TIME YOU TAKE POSSESSION OF IT UNTIL IT IS RETURNED IN KEEPING WITH THIS AGREEMENT. YOU AGREE THAT **YOU WILL BE THE ONLY PERSON WHO RIDES THE RENTAL BIKE**. YOU AGREE THAT THE RENTAL BIKE WILL REMAIN IN YOUR POSSESSION AT ALL TIMES. IF THE RENTAL BIKE IS LOST, STOLEN, OR DAMAGED, YOU ARE RESPONSIBLE FOR ITS FULL REPLACEMENT VALUE, ESTIMATED NOT TO EXCEED \$ [REDACTED] U.S. DOLLARS AND FOR ANY AND ALL OTHER FEES, CLAIMS, EXPENSE, OR OBLIGATIONS TO PERSONS OR PROPERTY DURING THE TERM OF THIS AGREEMENT. YOU ARE OBLIGATED TO CONTACT US IMMEDIATELY IN THE CASE OF ANY RENTAL BIKE LOSS, DAMAGE, MECHANICAL FAILURE, OR ABNORMALITY.

YOU RECOGNIZE THAT CYCLING IS AN INHERENTLY DANGEROUS ACTIVITY AND REQUIRES THE RIDER TO BE EXPERIENCED, LAW ABIDING, AND DEFENSIVE. Worldwide Cyclery STRONGLY RECOMMENDS THAT CYCLIST RIDE IN A GROUP AND CARRY YOUR INSURANCE CARD AND EMERGENCY CONTACT INFORMATION WITH YOU WHILE RIDING. IF YOU ARE INJURED OR INJURE ANYTHING OR ANYONE DURING THE TERM OF THIS AGREEMENT, YOU ARE FULLY AND SOLELY RESPONSIBLE FOR ALL ASSOCIATED CLAIMS, OBLIGATIONS AND LIABILITY. Worldwide Cyclery DOES NOT OFFER OR PROVIDE ANY INSURANCE OR OTHER ASSURANCES, SERVICES, OR PROTECTION.

[REDACTED] init.

- 1) **Insurance.** You are responsible for carrying your own travel, health, and dental insurance to cover personnel medical care in case of accident, loss due to cancellation, and any third party liability that may arise from the use of the Rental Bike by RENTER. No coverage is available from Worldwide Cyclery to insure you or the Rental Bike from loss in case of damage, theft or other liability incurred in the use of the Rental Bike.
- 2) **Use of Rental Bike.** You are aware that many roads/trails are poorly maintained and may have blind corners and are aware that such hazardous conditions do exist and you agree to operate the Rental Bike in a safe manner for all conditions. Furthermore, it is the responsibility of RENTER to operate the Rental Bike in a manner appropriate to any and all prevailing road and weather conditions including but not limited to the following:
  - a) RENTER agrees to wear a helmet while operating the Rental Bike.
  - b) RENTER knows the relevant rules of the road/trail and practices safe cycling.
  - c) RENTER has experience operating a bike(s) similar to the Rental Bike.
  - d) RENTER will operate the bike only during daylight (from sunrise to sunset). (Rental Bike is not provided with lights for nighttime riding.) [REDACTED] init.
- 3) **Theft, Loss, Damage, Deposit.** You are responsible for any and all damage to your Rental Bike. This includes but is not limited to any form of loss, theft, or damage to the Rental Bike, you,

other persons, and property. A valid credit card is required as security in case of theft and/or damage for each Rental Bike prior to the commencement of the rental period. In case of loss, theft or damage an amount not exceeding \$ [REDACTED] U.S. Dollars will be charged to the credit card being the replacement value of the Rental Bike. If for any reason, the charge is not approved, you remain responsible for payment in full. Otherwise all repair costs, if any, will be charged to the RENTER. If the RENTER has paid by other means then the RENTER will need to provide a credit card as security for the duration of the Bicycle Rental. **Normal wear and tear is expected however excessive wear and tear as determined by Worldwide Cyclery is the responsibility of the RENTER and the RENTER will be billed for any costs incurred to bring the rental bike back to condition it should have been returned in.**

[REDACTED] init.

- 4) **Release and Waiver of Claims.** RENTER does hereby remise, release, and forever discharge Worldwide Cyclery owners, personnel, agents, representatives, successors, and assigns (and all of their 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 Rental Bike; or in any way arising out of the rental relationship between Renter and Worldwide Cyclery. RENTER hereby waives the provisions of section 1542 of the California Civil Code, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." RENTER hereby releases Worldwide Cyclery and its agents and employees from and against any and all liability arising during the rental period. RENTER acknowledges that they are aware of the risks involved with cycling/mountain biking including but not limited to physical exertion, forces of nature, accidents, travel via any mode of transport, adequacy of medical facilities, or negligence (other than willful or fraudulent) on the part of employees, agents or others of Worldwide Cyclery.
  
- 5) **Terms.** RENTER acknowledges and agrees that Worldwide Cyclery maintains no control over the operation of the Rental Bike by RENTER. Accordingly, Worldwide Cyclery assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of:

- a) Any wrongful, negligent or accidental acts or omissions on the part of the RENTER or the RENTER's agents;
- b) Any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by the RENTER; or
- c) Any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Worldwide Cyclery. [REDACTED] init.

RENTER agrees to be responsible for their own welfare, and accept any and all risk associated with the activities they undertake. RENTER agree that the terms herein are binding on them, their family members, heirs, successors, assigns, dependents and/or minors accompanying them, and their legal representatives. RENTER acknowledges and agrees that Worldwide Cyclery and its agents have the right to refuse participation by any person for any or no reason. Any dispute arising out of these matters whatsoever, shall be resolved in binding arbitration/adjudication in Ventura County under the laws of the State of California. Any part of this document found to be void or unenforceable shall not negate the enforcement of the remainder. This Agreement shall be governed and construed in accordance with the laws of California (excluding the laws applicable to conflicts or choice of law).

- 6) **Equipment Supplied.** RENTER may supply items such as a saddle or water bottle cage for fitting to the Rental Bike. Worldwide Cyclery is not responsible for the any loss of or damage to client supplied equipment howsoever occasioned.
- 7) **Limited Liability.** Worldwide Cyclery's liability for damages for any cause, regardless of the form of any claim or action, shall not exceed the amount of rental fees paid to Worldwide Cyclery under this Agreement. Worldwide Cyclery PROVIDES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8) **Collection Costs and Prevailing Party.** If for any reason, Worldwide Cyclery is required to engage an attorney or collection agency to collect any amounts that are due it under this Agreement, and Worldwide Cyclery is successful in such action, Renter agrees to reimburse Worldwide Cyclery for all costs and reasonable attorney's fees incurred by Worldwide Cyclery in connection with enforcing its payment rights. The non-prevailing party shall indemnify the prevailing party for all reasonable expenses incurred in prosecuting any dispute, including but not limited to, attorney's fees.

