

# Terms, Conditions and Release Bicycle Rental Program

Fietsverda Fietsen | Poelestraat 56 | Groningen | The Netherlands | [www.fietsverda.nl](http://www.fietsverda.nl)

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## 1. Rental Period and termination

The Program rents Equipment (as specified under 3) on a 6 or 12 months basis. A different Rental Period can be agreed upon. The Rental Period shall begin on the date written on the first page of the application form and end on the last day of the Rental Period or the day on which the Equipment is returned in accordance with the provisions below, whichever is earlier. Fietsverda may terminate this Agreement and require early return of the Equipment in the event Renter fails to comply with one or more provisions of this Agreement. An early return will not result in a refund of (a part of) the rental fee.

## 2. Rental Payment and Deposit

- a. At the time of rental, Renter shall pay a Rental Fee and a deposit as specified on the application form.
- b. All payments must be made in cash or money order.
- c. Monthly payments must be paid up front every month.

## 3. Equipment

- a. The following Equipment will be issued to the Renter:
  - Bicycle
  - Lock and key(s)
  - Light(s)
- b. All Equipment must be picked up in and returned to the Fietsverda shop during regular opening hours unless agreed upon otherwise.
- c. Renter must complete and sign the application form with the assistance of a Fietsverda representative at the time the Equipment is issued. The completed application form is incorporated herein by reference.
- d. Renter accepts all Equipment in "as is" condition. At the time of rental, a Fietsverda representative will inspect the Equipment and note the condition on the application form. Renter shall return all Equipment in the same condition as it was issued, normal wear and tear excepted. Upon return of the Equipment, a Fietsverda representative will inspect the Equipment and note the condition on the application form. Renter is responsible for ensuring the accuracy of the information provided by the Fietsverda representative at the time of rental and when returning the Equipment.
- e. All Equipment must be returned no later than the close of business on the last day of the Rental period. Renter must make an appointment with Fietsverda to return the Equipment so that a Fietsverda representative can check in the Equipment. Fietsverda recommends that Renters contact Fietsverda no later than 7 days before the end of the Rental Period to schedule a time to return the Equipment.
- f. Equipment can be returned at any time during the Rental Period by contacting Fietsverda and making an appointment to return the Equipment. An early return will not result in a refund of (a part of) the rental fee. All fees that would otherwise be payable for the remaining of the Rental Period have to be paid at once.
- g. Renter shall make no temporary or permanent modification to any of the Equipment without the prior written consent of Fietsverda.

## 4. Damaged, Lost or Stolen Equipment

- a. In the event any Equipment is damaged, lost or stolen, Renter must notify Fietsverda as soon as reasonably possible.
- b. In the event one or more piece of Equipment is damaged, lost or stolen, regardless of the cause, Fietsverda may, at its sole discretion, terminate this Agreement and require the immediate return of all Equipment in Renter's possession.
- c. Renter shall be responsible for the retail cost of a replacement for any lost or stolen Equipment, and for the retail cost to replace or repair any damaged Equipment returned to Fietsverda, regardless of the cause of the damage or loss. The retail value of the Equipment is specified on the application form. Any Equipment not returned at the time of checkout or at the end of the Rental Period will be considered lost and the appropriate charges will apply. Renter may also be charged a reasonable fee for any maintenance or cleaning required because of excessive wear and tear or maintenance or cleaning required due to improper use or care of the Equipment.
- d. Renter is obliged to have damaged Equipment repaired by Fietsverda, if Fietsverda determines that the damage can be repaired. Renter may not have damage repaired elsewhere, unless approved in advance in writing by Fietsverda.
- e. After a reasonable time to determine the amounts due under this section, Fietsverda will notify Renter of any balance due after application of Renter's deposit. Renter shall pay any balance due within 10 days of notification. Any balance not timely paid may be sent to collection agency and interest, collection costs, and other fees may be assessed according to the Fietsverda policies.
- f. If applicable, Fietsverda will file a claim with respect to damages or theft with the insurance company. Should, for whatever reason, the damage or theft not be covered by the insurance, the retail value or costs as specified above will be charged to the Renter and the Renter will be required to pay these costs within 10 days after having been given a notification to do so.
- g. If the Equipment is stolen or lost, the Renter has to hand in the original key that was given to him when the Equipment was issued at the first request of Fietsverda. If the Renter does not, a fine of € 125, - for Equipment with a pedal brake, € 175, - for Equipment with a handbrakes or € 250, - for de luxe Equipment will be charged. The fine has to be paid immediately and no replacement Equipment will be issued before the fine is paid. If the Equipment is stolen or lost and the Renter hands in the original key that was given to him when the Equipment was issued, the Renter will be charged an administration fee of € 25, - which has to be paid before replacement Equipment is issued. If the Renter loses the key or if the key no longer functions or has broken, the lock will be replaced by Fietsverda and the Renter will be charged € 10, - for replacing the lock.

## 5. Renter's Responsibilities

The Renter shall:

- a. Use the Equipment only for its intended purpose;
- b. Use the Equipment in a safe manner, including but not limited to wearing a helmet while riding and using lights when appropriate;
- c. Store the equipment in a safe, secure place and in a safe, secure manner when not in use;
- d. Lock the bicycle when not in use, even if only unattended for a short time;
- e. Be responsible for performing routine maintenance during the Rental Term, including keeping tires properly inflated, keeping the chain clean and lubricated, keeping all Equipment reasonably clean; Renter is responsible for any costs associated with performing routine maintenance during the Rental Term.
- f. Have all necessary maintenance and repairs performed at Fietsverda, and shall not go elsewhere for such services, unless approved in advance, in writing by Fietsverda;
- g. Use the Equipment exclusively for his/her personal purposes and prohibit others from using the Equipment;
- h. Use the Equipment in accordance with all Fietsverda policies and procedures, as well as all local laws.
- i. Not ride a Fietsverda bicycle while carrying any briefcase, backpack, bag, or other item if it impedes the ability to safely operate the bicycle.
- j. Not use any cellular telephone, text messaging device, portable music player, or other device that may distract from safely operating a bicycle.
- k. Not operate a Fietsverda bicycle while under the influence of any alcohol, drugs, medication, or other substance that may impair the ability to safely operate a bicycle.
- l. Not carry a second person on a Fietsverda bicycle.

- m. Not dismantle, write on, or otherwise modify or deface a Fietsverda bicycle or any part of a Fietsverda bicycle in any way. The Renter must not write on, peel, or otherwise modify or deface any sticker on a Fietsverda bicycle in any way. The Renter must not use a Fietsverda bicycle for any advertising or similar commercial purpose. This rule does not apply to the use of the seat height adjustment feature on Fietsverda bicycles.
- n. Not exceed the maximum weight limit for the Fietsverda or the cargo carrier, and not otherwise use the cargo carrier improperly with regard to type of contents or any visual obstruction or riding impediment.
- o. Not operate a Fietsverda bicycle in poor or dangerous weather conditions, including snow, hail, ice, or electrical storms, which could make it more dangerous to operate a Fietsverda bicycle. The Renter is advised to adjust his/her riding behavior and braking distance to suit the weather conditions.
- i. Exercise common sense and good judgment, and conduct him/herself at all times in a manner that is appropriate for use of this Equipment.
- p. Always lock the Equipment with the plug-in chain. If Fietsverda finds Equipment anywhere (public places included) that has not been locked with the plug-in chain, Fietsverda has the right to bring the Equipment to the store. Fietsverda will notify the Renter who will pick up the Equipment within 5 days after the notification. Renter will have to pay a fine of 50 euro. This fine has to be paid before the Equipment is returned to the Renter. Not locking the Equipment with the plug-in chain may result in termination of the Agreement as specified under 1.
- q. Renter is not allowed to make copies of the keys or have copies made without the prior written consent of Fietsverda. Making or having unauthorized copies made, may result in termination of the Agreement as specified under 1.

## **6. Assumption of Risk and Release**

- a. I, Renter, understand that Fietsverda does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety while using the Equipment. I realize that there may be inherent risks to my health or wellbeing as a result of my use of the Equipment, which Fietsverda can neither anticipate nor ameliorate. Such risks include but are not limited to any risk inherent in using this type of Equipment, including injuries and property damage that are common experiences in cycling; inexperience or unfamiliarity with this type of Equipment or the Equipment's requirements; unfamiliarity with bicycle-related laws, culture or customs; complications from weather conditions, inadequate, faulty inappropriate or lack of training or instruction; inadequate, faulty, inappropriate or lack of equipment; accident; or mistake. I recognize that these risks may result in inconvenience, loss, injury, or damage to me, including personal injury, up to and including my death, or damage or loss of my personal property.
- b. I, Renter, am solely and fully responsible for the safe operation of the Fietsverda bicycle at all times. I agree that bicycles are machines that may malfunction, even if the bicycle is properly maintained, and that such malfunction may cause injury. I agree that riding a Fietsverda bicycle involves many obvious and not-obvious risks, dangers, and hazards, which may result in injury or death to me or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. I agree that such risks, dangers, and hazards are my sole responsibility including, but not limited to, choosing whether to wear a bicycle helmet or utilize other protective gear. I agree that if my use of a bicycle causes any injury or damage to another person or property, then I may be liable for all resulting injuries, damages, and related costs. By choosing to ride a Fietsverda bicycle, I assume full and complete responsibility for all related risks, dangers, and hazards, and I agree that Fietsverda is not responsible for any injury, damage, or cost caused by me with respect to any person or property, including the Fietsverda bicycle itself.
- c. I, Renter, represent, warrant, and agree that I am a safe and competent bicycle operator, I am sufficiently fit and physically capable to safely ride a bicycle without any risk to My health, I am knowledgeable about the operation of a bicycle, and I am knowledgeable about the laws pertaining to bicycles operated within the Netherlands. Like any physical activity, riding a Fietsverda bicycle may cause minor or major injuries or discomfort and may worsen or complicate underlying medical conditions or diseases. By choosing to ride a Fietsverda bicycle, I assume all responsibilities and risks for all such injuries or other medical conditions.
- d. I, Renter, represent, warrant, and agree that Fietsverda is not responsible for providing or maintaining bicycle lanes or any other place where I may ride Fietsverda bicycles, and that Fietsverda does not guarantee that there will always be a safe place to ride a Fietsverda bicycle. Roads, bicycle lanes, and bicycle routes may become dangerous due to weather, traffic, or other hazards. I shall not use a Fietsverda bicycle for racing, riding off road, or any other use, besides safe operation on public or private roads or property and designated bicycle routes.

## **7. Insurance**

- a. I understand and agree that an insurance can, at the sole choice and discretion of Fietsverda, be closed with regard to damages and theft of the bicycle. If a new insurance policy is closed, it will be in my name and I irrevocably authorize Fietsverda to act on my behalf with regard to this insurance policy including filing the application, terminating the insurance, receiving and making all payments, filing claims and handling all communications with the insurance company.
- b. I will forward any amounts that are paid by the insurance company to me or any communications that are sent to me directly to Fietsverda. I will not communicate with the insurance company without prior consent of Fietsverda.
- c. In case of theft, I irrevocably authorize Fietsverda to file a police report on my behalf.
- d. Should the Rental Period be shorter than the minimum period the bicycle can be insured, I irrevocably agree that the insurance may be continued after the end of the Rental Period until three months after the minimum insurance period has ended, even if this Agreement has ended prior to that moment. I understand that it is therefore possible that a bicycle is insured in my name even if my Agreement has already ended. In that case, I irrevocably authorize Fietsverda to file any claims with the insurance company or policy reports with respect to damages or theft and receive payments even if this Agreement has already ended.

## **8. Miscellaneous Provisions**

- a. Renter shall not assign this agreement nor allow any other person, group or entity to use the Equipment without the prior consent of Fietsverda.
- b. Renter recognizes that use of the Equipment may result in inconvenience, loss, injury, or damage to him/herself or to third parties. Thus, Renter expressly agrees to indemnify, defend, and hold harmless Fietsverda from and against any and all claims, threatened claims, demands, damage to persons or to property, losses and liabilities, or expenses, including reasonable attorney fees, resulting directly or indirectly from Renter's use of the Equipment.
- c. Fietsverda requires that all Renter have insurance with medical coverage. Renter certifies that he/she understands that Fietsverda is not required to pay for any of his/her medical costs incurred while using or as a result of using the Equipment.
- d. Fietsverda makes no representation or warranty of any kind (express or implied) regarding the suitability of the Equipment for Renter's personal needs.
- e. Any notice or communication required to be given to Fietsverda under this Agreement shall be made by emailing Fietsverda at info@fietsverda.nl.
- f. Renter acknowledges that this Agreement, including the Assumption of Risk and Release section shall bind him/her as well as his/her family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.
- g. Definitions. "Fietsverda" means Fietsverda, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Fietsverda, including but not limited to any Fietsverda employees or representatives that were or are involved in developing or administering the Program.
- h. This Agreement shall be construed in accordance with the laws of The Netherlands. Parties agree that any action relating in any manner to this Agreement must be pursued in a court located in Groningen, and the parties specifically consent and submit to the jurisdiction of such courts. Should any portion of this Agreement be held invalid, the remaining portions shall not be affected and shall continue to be valid and enforceable.
- i. This Agreement constitutes the entire agreement of Fietsverda and Renter and there are no other promises, obligations or understandings between the parties that are not contained within this Agreement, unless otherwise indicated herein. The terms of this Agreement may not be modified other than in writing signed by both Fietsverda and Renter.