Xavier University
Bike XU Long-Term Rental Agreement and Release
20__ - 20__ Academic Year

I, __________________________ [Renter’s name] (“Renter”) wish to rent Equipment through the Long-Term Bike XU Program at Xavier University and I agree to the terms contained in this Rental Agreement and Release (“Agreement”).

1. Bike XU Long-Term Rental Program – Xavier’s Campus Sustainability Plan identifies support for bicycling as a goal for reducing transportation-related greenhouse gas emissions. Bike XU has been established to further this goal. Bike XU has purchased bicycles and created a long-term bicycle rental program (“Program”).

2. Rental Term – The Program rents Equipment on a per semester basis. The term of this Agreement shall begin on the date written above and end on the last day of the current semester, or the day on which the Equipment is returned in accordance with the provisions below, whichever is earlier.

3. Rental Payment and Deposit
   a. At the time of rental, Renter shall pay a $10 Rental Fee.
   b. All payments must be made by check or money order.

4. Equipment
   a. The following Equipment will be issued to each Renter:
      • Bicycle
      • Helmet
      • Lock and key(s)
      • Light(s)
   b. All Equipment must be picked up and returned to the Xavier Sustainability Office, Alter Hall, Room 104.
   c. Renter must complete and sign the Checklist with the assistance of a Bike XU representative at the time the Equipment is issued. The completed Checklist is incorporated herein by reference.
   d. Renter accepts all Equipment in “as is” condition. At the time of rental, a Bike XU representative will inspect the Equipment and note the condition on the Checklist. Renter shall return all Equipment in the same condition as it was issued, normal wear and tear excepted. Upon return of the Equipment, a Bike XU representative will inspect the Equipment and note the condition on the Checklist. Renter is responsible for ensuring the accuracy of the information provided by the Bike XU 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 classes for the current semester. Renter must make an appointment with Bike XU to return the Equipment so that a Bike XU representative can check in the Equipment. Bike XU recommends that Renters contact Bike XU no later than December 1 (fall semester) and May 1 (spring semester) to schedule a time to return his/her Equipment.
   f. Equipment can be returned at any time during the semester by contacting Bike XU and making an appointment to return the Equipment. (An early return will not result in a refund of the rental fee.)
g. Renter shall make no temporary or permanent modification to any of the Equipment without the prior written consent of Xavier.

5. Damaged, Lost or Stolen Equipment
   a. In the event any Equipment is damaged, lost or stolen, Renter must notify Bike XU as soon as reasonably possible.
   b. In the event one or more piece of Equipment is damaged, lost or stolen, regardless of the cause, Bike XU 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 Xavier, regardless of the cause of the damage or loss. Any Equipment not returned at the time of checkout 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. At Renter's option and at Renter's expense, Renter may have damaged Equipment repaired by Fast Wheels, if Fast Wheels determines that the damage can be repaired. Renter may not have damage repaired elsewhere, unless approved in advance, in writing by Bike XU.
   e. After a reasonable time to determine the amounts due under this section, Bike XU will notify Renter of any balance due after application of Renter's Deposit. Renter shall pay any balance due within 30 days of notification. Any balance not timely paid may be added to Renter's Bursar Account or sent to collection agency and interest, collection costs, and other fees may be assessed according to the Bursar's Office policies.

6. 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 Fast Wheels, and shall not go elsewhere for such services, unless approved in advance, in writing by Bike XU;
   g. Use the Equipment exclusively for his/her personal purposes and prohibit others from using the Equipment;
   h. Use the Equipment in accordance with the Student Handbook and all other Xavier policies and procedures, as well as all federal, state, and local laws.
   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.

7. Termination
a. Xavier 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.

b. This Agreement shall automatically terminate and Renter shall be required to return all Equipment immediately in the event of a change in Renter’s status as a Xavier student or in the event Renter is suspended or expelled.

c. Renters who breach any term of this Agreement may not be permitted to participate in this or other Bike XU Programs in the future.

8. Assumption of Risk and Release

a. I, Renter, understand that Xavier 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 Xavier 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, certify that I am physically and emotionally capable of safely using the Equipment.

c. In consideration of Xavier University’s financial or other support of this Bike XU Program, and because I am voluntarily renting this Equipment, I, Renter, acknowledge and agree that I assume all risks associated with using this Equipment and agree to the terms set out in this Assumption of Risk and Release section and in this Agreement. Further, I release Xavier from all claims, including negligence, that may arise from my use of the Equipment, whether foreseen or unforeseen, known or unknown, and I assume full responsibility for any injuries, damages, or losses that may arise out of my use of the Equipment, up to and including my death.


a. No Assignability – Renter shall not assign this Agreement nor allow any other person, group or entity to use the Equipment without the prior written consent of Xavier.

b. Indemnification – 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 Xavier 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. Medical Coverage – Xavier requires that all students have insurance with medical coverage while engaging in Xavier-sponsored programs. Renter certifies that he/she understands that Xavier is not required to pay for any of his/her medical costs incurred while using or as a result of using the Equipment.
d. **No Warranty** – Xavier makes no representation or warranty of any kind (express or implied) regarding the suitability of the Equipment for Renter’s personal needs.

e. **Contact with Bike XU** – Any notice or communication required to be given to Bike XU under this Agreement shall be made by emailing Bike XU at bikexu@xavier.edu.

f. **Binding Effect** – 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** – “Xavier University” means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University faculty members, employees or students that were or are involved in developing or administering the Program.

h. **Choice of Law and Jurisdiction** – This Agreement shall be construed in accordance with the laws of the State of Ohio. Xavier and Renter agree that any action relating in any manner to this Agreement must be pursued in federal or state court located in Hamilton County, Ohio, 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. **Whole Agreement** – This Agreement constitutes the entire agreement of Xavier 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 Xavier and Renter.

I, Renter, certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding this Rental and this Bike XU Long-Term Rental Agreement and Release.

By signing this Agreement, I, Renter, assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign below before I may rent Equipment.

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Renter's Signature  Date

Printed Name: ____________________________

Date of Birth: ____________________________

Xavier Banner ID: _________________________

Parent/Guardian’s Signature  Date

If Under 18

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