Bike XU – Short-Term Agreement and Release 
Rev. 8/26/2012

Xavier University
Bike XU Short-Term Rental Agreement and Release
20___ - 20___ Academic Year

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

1. Bike XU Short-Term Rental Program
   a. 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 short-term bicycle rental program (“Program”).
   b. The Program makes Equipment available for short-term use by Xavier students who have completed an Agreement for the relevant academic year (“Eligible Students”).
   c. The terms of this Agreement shall apply to each short-term Rental Period for the academic year indicated at the top of this page.

2. Short-Term Rentals at the GSC Welcome Desk
   a. Eligible Students may visit the Welcome Desk in the Gallagher Student Center to rent Equipment (defined below) on a short-term basis.
   b. Equipment will be available and rented on a first-come-first-served basis. The amount of Equipment available for short-term rentals is limited and Xavier does not guarantee availability.
   c. The Eligible Student must present his/her ALL Card to the Welcome Desk attendant for verification that the student is an Eligible Student.
   d. If Equipment is available and the student’s eligibility is verified, Eligible Student will sign for the rented Equipment, and by signing, will acknowledge and reaffirm the applicability of this Agreement. Eligible Student shall also include the date and time of his/her signature.
   e. The short-term rental period will be for 24 hours, beginning when Eligible Student signs for the rented Equipment (“Rental Period”). Equipment may be returned at any time before the end of the Rental Period but must be returned 24 hours after the start of the Rental Period.
   f. Bicycles will be locked on the bicycle rack outside the first floor doors of the Gallagher Student Center. All other Equipment will be held at the Welcome Desk. When returning the Equipment, the bicycle should be relocked on the bicycle rack and the remaining Equipment should be returned to the Welcome Desk.
   g. When returning Equipment, Eligible Student will sign for the returned Equipment and include the time and date of the signature.

Bike XU is brought to you by
the Women of Excellence Giving Circle Grant
h. Eligible Student is responsible for reporting any damage to Equipment to the Welcome Desk, as described in the Damaged, Lost or Stolen Equipment section below. Information about damaged Equipment will be communicated by the Welcome Desk to Bike XU for consideration and further action.

i. Xavier does not charge a rental fee or require a deposit for short-term rental of Equipment. However, failure to return Equipment on time, or failure to return equipment in the condition it was rented (normal wear and tear excepted) may result in an assessment of costs or penalties, or other action, described more fully below.

j. Xavier reserves the right to refuse to rent to any Eligible Student based on any health or safety concerns. Specifically, a Welcome Desk attendant may refuse to rent to an Eligible Student if, in his/her sole discretion, such a rental would result in an unhealthy or unsafe situation. Such situations may include but are not limited to when an Eligible Student is intoxicated such that they would be unable to safely operate a bicycle, when an Eligible Student is renting the Equipment on behalf of someone else, or when severe weather such as accumulating ice would make riding unsafe. This ability to deny a rental for health or safety concerns does not impose any obligation to refuse a rental in a situation that may present a health or safety concern. Eligible Students use this Program at their own risk and are responsible for the consequences of doing so, as described more fully below.

3. Equipment
   a. The following Equipment will be issued to Eligible Student at the start of each Rental Period:
      • Bicycle
      • Helmet
      • Lock and key(s)
      • Light(s)
   b. Eligible Student accepts all Equipment in “as is” condition. Eligible Student shall return all Equipment in the same condition as it was issued, normal wear and tear excepted. Provisions and requirements regarding damaged, lost or stolen equipment are described more fully below.
   c. All Equipment will be checked by a Bike XU representative on a regular basis, which will usually occur one or two times per week.
   d. Eligible Student shall make no temporary or permanent modification to any of the Equipment without the prior written consent of Xavier.

4. Damaged, Lost or Stolen Equipment
   a. Eligible Student must report to the Welcome Desk any pre-existing damage to the Equipment (normal wear and tear excepted) before using the Equipment at the start of the Rental Period. (Note: This may require
the Eligible Student to return to the Welcome Desk after seeing damage to the bicycle outside.) Failure to make such a report may result in the Eligible Student being held responsible for the pre-existing damage.
b. Eligible Student is also responsible for reporting to the Welcome Desk at the conclusion of Rental Period any damage to the Equipment that occurred during the Rental Period. Eligible Student may be held responsible for such damage.
c. 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 refuse Eligible Student’s participation in this or any other Bike XU program.
d. Eligible Student 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 conclusion of the Rental Period will be considered lost and the appropriate charges will apply. Eligible Student 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.
e. After a reasonable time to determine the amounts due under this section, Bike XU will notify Eligible Student of such amounts. Eligible Student shall pay the balance due within 30 days of notification. Any balance not timely paid may be added to Eligible Student’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.

5. **Eligible Student’s Responsibilities** – The Eligible Student 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 Period, if required for safe and proper use of the Equipment, including keeping tires properly inflated, keeping the chain clean and lubricated, keeping all Equipment reasonably clean or stopping use and returning the Equipment if Eligible Student is unwilling or unable to perform required routine maintenance; such routine maintenance can be performed for free at the Xavier Fix-It station located outside the first floor doors of the Gallagher Student Center.
f. Use the Equipment exclusively for his/her personal purposes and prohibit others from using the Equipment;
g. 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.

h. Exercise common sense and good judgment, and conduct him/herself at all times in a manner that is appropriate for use of this Equipment.

6. Termination
   a. Xavier may terminate this Agreement and require early return of Equipment (if any) in the event Eligible Student fails to comply with one or more provisions of this Agreement.
   b. This Agreement shall automatically terminate and Eligible Student shall be required to return Equipment immediately (if any) in the event of a change in Eligible Student’s status as a Xavier student or in the event Eligible Student is suspended or expelled.
   c. Eligible Students who breach any term of this Agreement may not be permitted to participate in this or other Bike XU Programs in the future.

7. Assumption of Risk and Release
   a. I, Eligible Student, 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, Eligible Student, 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, Eligible Student, 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** – Eligible Student 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** – Eligible Student recognizes that use of the Equipment may result in inconvenience, loss, injury, or damage to him/herself or to third parties. Thus, Eligible Student 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 Eligible Student’s use of the Equipment.
   c. **Medical Coverage** – Xavier requires that all students have insurance with medical coverage while engaging in Xavier-sponsored programs. Eligible Student 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 Eligible Student’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** – Eligible Student 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 Eligible Student 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 Eligible Student 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 Eligible Student.

I, Eligible Student, 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 Short-Term Rental Agreement and Release.

By signing this Agreement, I, Eligible Student, 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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<th>Eligible Student’s Signature</th>
<th>Date</th>
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<td>Printed Name:</td>
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<td>Xavier Banner ID:</td>
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<th>Parent/Guardian’s Signature</th>
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<td>If Under 18</td>
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