

THE RESERVE - BIKE RENTAL AGREEMENT

Renter: (Please print)

Name: _____ (“**Renter**”)

Home Phone: _____

Cell Phone: _____

Email: _____

Employer: _____ *(If you are a guest of The Reserve, please list your Host Tenant)*

| |
|--|
| Credit Card Information (To be completed by Renter) |
|--|

| | | |
|-----------------------------------|--------------------|------------------------------|
| Credit card type (NO Discover) | Credit card number | _____/_____/_____ Expires |
|-----------------------------------|--------------------|------------------------------|

| | | |
|---|-------------------------------|-----|
| Cardholder’s name (as shown on credit card) | Cardholder’s billing zip code | CVN |
|---|-------------------------------|-----|

| | |
|----------------|------------|
| Street Address | City/State |
|----------------|------------|

| | |
|------------------------|---------------------------|
| Cardholder’s signature | _____/_____/_____ Date |
|------------------------|---------------------------|

The undersigned Renter agrees to the terms and conditions attached, including the Rental Procedures, Rules and Assumption of Risk, Waiver and Release (total of 4 pages).

(Renter’s Signature) _____

Print Name: _____

THE RESERVE INVESTORS, LLC,
a Delaware limited liability company (“**Owner**”)
Worthe Real Estate Group Inc., manager (“**Manager**”)

THE RESERVE BIKE SHOP – RENTAL PROCEDURES

1. To rent a bike, the Renter must complete this form (the “**Agreement**”) in the Building Management Office (Space 100). Bikes may be checked out from the Bike Shop between the hours 8 AM and 5 PM Monday through Friday (excluding holidays).
2. Upon completion of the Agreement and submission of credit card information, the Renter will be issued a key which is numbered to correspond with the bike being rented by the Renter. The Renter will retrieve the bike from the Bike Shop. The Renter may use Renter’s own helmet or use a helmet from the Bike Shop.
3. Bike, helmet and lock rental is free of charge to project tenants and their guests, except in the event of loss or damage, in which event the Building Management Office may charge the Renter an amount not to exceed \$300.00 to repair or replace a bike, up to \$60.00 to repair or replace a helmet, and up to \$40.00 to replace a lock. (Bikes, helmets or locks not returned by noon the day immediately following the date of rental shall be deemed lost.) The Renter shall provide Renter’s credit card information to the Building Management Office at the time the bike is rented, which card shall not be utilized by the Building Management Office other than in the event of damage to or loss of a bike or helmet while rented to the Renter. By Renter’s signage below, (x) Renter represents to the Building Management Office that Renter is 18 years of age or older and authorized to use the credit card submitted and (ii) authorizes the Building Management Office to charge the credit card for the aforementioned purpose and for no other purpose.
4. Rented bikes, helmets and locks must be returned to the bike shop and the key returned to the Building Management Office no later than 5 PM on the date rented, or if after 5 PM, bikes, helmets, locks, and keys may be left with Security in Space 100 until 10PM on the date rented.
5. Rented bikes, helmets and locks shall be returned to the Bike Shop by Renter in the same condition received.
6. **BY YOUR SIGNATURE ABOVE, RENTER REPRESENTS AND WARRANTS TO OWNER THAT RENTER IS A SAFE AND COMPETENT BIKE RIDER, IS KNOWLEDGEABLE OF THE STATE AND LOCAL LAWS PERTAINING TO BIKE RIDING AND IS IN SUFFICIENTLY FIT AND HEALTHY CONDITION TO SAFELY RIDE THE BIKE.**

THE RESERVE BIKE RENTAL - RULES

1. Before using a bike, Renter must conduct a safety inspection of the bike, which includes inspecting all of the following: (i) proper tire pressure; (ii) trueness of the wheels; (iii) safe operation of all brakes; (iv) proper attachment of the seat, pedals, and basket; (v) good condition of the frame; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. Renter must not ride the bike if Renter notices any mechanical or other problem or safety issue; and, in such case, Renter must promptly notify the Building Management Office and obtain a different bike.
2. Riders must wear an ASTM approved helmet that is properly fitted and attached.
3. Do not ride the bike on roads or other areas that are not safe for bike riding.
4. Adjust your riding to account for weather conditions that might make riding hazardous. If weather conditions are too dangerous for safe riding, do not ride the bike.
5. Do not carry any briefcase, backpack, bag, or other item while riding if it impedes your ability to operate the bike safely.
6. Do not use any cell phone, text messaging device, portable music player, or other device that may distract you from safely operating the bike.
7. Do not operate a bike while under the influence of any alcohol, drugs, medication, or other substance that may impair your ability to safely operate the bike.
8. Do not carry a second person on a bike.
9. Lock the bike safely and in accordance with all applicable laws while not operating the bike. Management is not responsible for lost or stolen bikes, helmets, locks, or keys.
10. You must comply with any and all federal, state, or local laws regarding the use and operation of a bike.
11. Take reasonable care of the bike when it is in your possession and do not dismantle, write on, or otherwise modify or deface a bike or helmet or any part of a bike or helmet in any way.
12. Do not exceed the maximum weight limit for the bike.
13. Do not leave the bike unattended at any time, unless locked in accordance with Rule 9 above.

I, the undersigned, have read and have understood The Reserve Bike Rental Rules as written above. I promise to abide by these rules whenever I enter The Reserve Fitness Center facilities.

| | |
|-------------------------|-------|
| Date: | _____ |
| Printed Name of Renter: | _____ |
| Signature of Renter: | _____ |

THE RESERVE – Bike Shop Rental Assumption of Risk, Waiver and Release

To the fullest extent permitted by law, Owner, Manager and the other Released Parties (as defined below) disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose with regard to the bikes, helmets and locks. The bikes, helmets and locks are provided "as is" and "as available" and Owner and all other Released Parties do not represent or warrant that any of the bikes, helmets or locks will be in good repair or error-free. Renter assumes full responsibility and risk of loss for using any of the bikes, helmets and locks and Owner and all other Released Parties are not liable for any loss, cost or claims attributable to any of the foregoing.

Renter is solely and fully responsible for the safe operation of the bike at all times. Renter agrees that the bike is a machine that may malfunction, even if the bike is properly maintained, and that such malfunction may cause injury. Renter understands that risks and hazards of riding a bike include, but are not limited to, those arising from failure to ride the bike safely; loss of balance or control; weather conditions; mechanical or structural failure of the bike; unexpected actions of others; failure by the Renter to anticipate the actions of others; irregular roadway or other surfaces; falling; collision with motor vehicles, bicycles, or pedestrians; and collision with natural or man-made objects or obstructions. Renter also understands that failure to wear a helmet increases Renter's risk of injury or death from these risks, dangers, and hazards.

Despite the risks involved in the operation of the bike and as consideration for being allowed to use the bike, Renter hereby agrees that such risks, dangers, and hazards are Renter's sole responsibility, and **RENTER AGREES TO AND HEREBY DOES EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** that might be associated with use of the bike. Renter agrees that if Renter's use of any bike causes any injury or damage to another person or property, Renter may be liable for all resulting injuries, damages, and related costs. _____ **[RENTER INITIAL]**

To the extent permitted by law, Owner, Manager and the constituent shareholders, partners or other owners thereof, and all of their agents, contractors, servants, officers, directors and employees (collectively with Owner, the "**Released Parties**") shall not be liable to Renter and **RENTER HEREBY WAIVES ALL CLAIMS AGAINST SUCH PARTIES** for any claims, injuries, liabilities, damages, losses, costs or expenses incurred by Renter and resulting from or relating to the use of the bike, helmet or lock by Renter or any other party. _____ **[RENTER INITIAL]**

To the extent permitted by law, Rider shall hold Owner and the other Released Parties harmless from and indemnify them against any and all claims, liabilities, damages, costs, losses and expenses, including reasonable attorneys' fees and costs incurred in defending against the same, arising in connection with Renter's rental or use of the bike, helmet or lock or the use by any other person of a bike while that bike is rented to Renter.

/////