

## **Bike Check-Out Program: Pilot Fall 2018**

### **Terms of Equipment and Check Out Agreement**



Mason Recreation  
Office of Sustainability  
Parking & Transportation

Please read the rules governing the Mason Recreation's Patriot Bike Loan Program carefully. Violations of the rules may result in additional charges (e.g. late fees or bicycle replacement costs) or your removal from eligibility in the program. If you have questions regarding the program, please feel free to contact us at Parking and Transportation Services, 703-993-2828 or via email at [transpo@gmu.edu](mailto:transpo@gmu.edu).

1. **Eligibility.** All borrowers must be currently enrolled George Mason University students or currently employed faculty and staff, eighteen (18) years or older. A current valid Mason I.D. is required in order to check out a bicycle from the RAC.
2. **Check out.** Bicycles are available on a first come, first serve basis. There is no reservation system or waiting list. Staff at the RAC will need to see your valid Mason ID in order to check out a bike. You will be asked to complete this Agreement and verify the condition in which you received the bike.
3. **Check Out Period.** The Check-out Period shall cover all the time from the date of pick up to the date of return. You may check a bike out for one day at no cost during the week; over the weekend at no cost if you check the bike out on Friday or Saturday and return it by that Sunday night.
4. **While the Bike is in Your Care.**
  - a. Please use the free bike helmet provided with your bike to reduce the risk of injuries.
  - b. Obey all federal, state, and local laws as well as Mason policies.
  - c. Do not use alcohol or other intoxicants while operating your bike.
  - d. Lock the bike appropriately (i.e. to a bike rack) any time you leave the bike unattended using the lock provided to you when you check out the bike. You may not substitute any other lock while the bike is in your care.
  - e. You assume all risks to yourself and others while riding the bicycle.
  - f. If you notice any problems with your bike while you have it checked out, please report it to the staff at the RAC so they can check out another bike to you.
  - g. Mason Recreation bikes:
    - i. That are inappropriately locked to trees, railings, etc. are subject to removal by Parking and Transportation.
    - ii. May not be used in mountain biking, trick riding, jumping, racing or in any other manner not intended for a touring bike.
    - iii. May not be shared with anyone other than the individual who checked out the bike.
5. **Due Dates.** Bicycles are due back to the RAC on the date specified in the itemized section of the form on page 3. The bike must be returned to the RAC during the posted business hours, at least 30 minutes before closing. You are responsible for knowing the hours of operation of the RAC.

6. **Returning the Bike.** Return the bike on time; lock it in the covered bike rack outside the RAC. Return your helmet and bike lock key to the RAC front desk and sign the check in sheet on page 4. You will be responsible for certifying that you returned the bike in the same condition in which you received it or note any damages.
  - a. If you encounter mechanical or other difficulties with the bike while you are off-campus, please secure the bike appropriately. It will be your responsibility to find transportation back to campus. Please report the location of the bike to the Parking and Transportation office at 703-993-2828 or via email at [transpo@gmu.edu](mailto:transpo@gmu.edu).
7. **Late fee.** While there is no cost to check out a bike, you must return it on time. You cannot extend your check out period without incurring a late fee. A late fee of five dollars (\$5) will be assessed for the first day a bike is late and \$2 per day after that until the bike is returned. This late fee will continue to accrue until two weeks after the last university exam date.
  - h. Example #1: you check the bike out on Monday afternoon at 3pm, the bike is due back at least 30 minutes prior to the RAC's closing time the next day, Tuesday.
  - i. Example #2: you check the bike out on Friday morning at 11am, the bike is due back at least 30 minutes before the RAC's closing time on Sunday.
  - j. Please be mindful of the staff time at the RAC and return the bike no later than 30 minutes before closing.
8. **Inspection.** It is recommended the borrower inspect any item before checking it out. **Note any major damage or issue here or write "none" and initial below.**

Borrower initials: \_\_\_\_\_.

9. **Helmet Use.** For your safety, the University encourages you to use a helmet while riding your bike. A fee will only be charged for a lost helmet. If the helmet is damaged during use, the borrower agrees to report the damage upon check-in so the helmet can be replaced for the next person.
10. **Damage and Replacement Fee.** The bike, helmet, lock and key must be returned clean and in the same condition as when they were loaned. Upon return of the equipment, you will certify the condition in which you returned the equipment. The borrower shall be liable for any damage that occurs to the equipment while in his/her possession with the exception of the helmet. Please see table on page 4 for replacement costs.

The extent and existence of damage to the equipment will be determined at the sole discretion of the staff at Parking and Transportation. If any part of the equipment is damaged, lost, and/or rendered permanently unusable, borrower will be charged the replacement price. If a part is broken or lost and can be replaced, the cost of the part will be assigned as a damage fee.

11. **Theft.** If the bike is stolen while in your possession, report the theft to the Mason Police as soon as you discover it. Provide the police report to Parking & Transportation and, upon review, the replacement fee may be waived based upon the contents of the police report.

Please note: The replacement fee may only be waived once per customer. Any other bikes that are reported stolen by the same customer will require the replacement fee to be paid in full.

12. **Liability.** Borrower acknowledges that there are no warranties applicable to the equipment borrowed from Mason Recreation whether expressed or implied. **THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** and the borrower accepts

the equipment AS IS. In addition George Mason University cannot be held liable for injuries sustained to the borrower while using, transporting, or handling borrowed equipment. It is the responsibility of the borrower to obtain and follow proper instructions. The borrower holds his/herself completely responsible for any consequences arising from the use of this equipment. The borrower understands that the use of recreational outdoor equipment involves risk, including risk of serious bodily injury, property damage, or even death. By signing this form you also agree, for yourself, your heirs and assigns, to release and hold harmless George Mason University, its employees and agents, from any legal claim or liability for any bodily injury and personal property damage that is caused to you by the negligent act or omission of third parties while you are participating in this program. In consideration for being able to use George Mason University's Bike Check-Out Program equipment, you acknowledge that you have read and understand the risks and responsibilities involved and that you are knowingly and voluntarily assuming them.

- 13. **Sovereign Immunity.** Nothing in this document shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- 14. You agree to obey all bicycling and traffic laws of the Commonwealth of Virginia, Fairfax County, and any other applicable jurisdictions.

I have read and agree to the above Terms of the bike loan program equipment.

\_\_\_ Initial here that you have noted any damage to the equipment on page 2.

\_\_\_ Initial here that you have reviewed the helmet policy on page 2.

**By signing below, I agree to return the equipment on the listed return date, no later than 30 minutes before the RAC closes, in clean and undamaged condition. I understand that failure to return the equipment by the return date or in damaged or dirty condition may result in the assessment of late or damage/replacement fees.**

**I FURTHER UNDERSTAND THAT I AM RESPONSIBLE FOR ALL LATE/LOSS/DAMAGE FEES I MAY INCUR WHILE THE EQUIPMENT IS BORROWED IN MY NAME. ANY FEES WILL BE CHARGED TO YOUR UNIVERSITY ACCOUNT IF YOU ARE A CURRENT STUDENT. A HOLD CAN BE PLACED ON CLASS REGISTRATION IF THE FEES REMAIN UNPAID. ALL OTHERS ARE EXPECTED TO PAY ANY INCURRED FEES WITHIN 30 DAYS AT MASON'S PARKING SERVICES OFFICE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ G#: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone number: \_\_\_\_\_

<p><b><u>COMPLETED BY RAC STAFF</u></b></p> <p>Checked Out by:</p> <p>Staff Name: _____</p> <p>Date/time: _____ am/pm (circle one)</p> <p>Due Back Date: _____ no later than 30 minutes prior to RAC closing</p>
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**Borrower:**

Check here that you have returned the bike to the RAC covered bike shelter and locked the frame of the bike to the bike rack.

Itemize any damage below. Check here  if you have returned the bike, lock, and helmet in the same condition in which you borrowed it.

Damage:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ G#: \_\_\_\_\_

Date and time of check-in: \_\_\_\_\_ am/pm (circle one please)

**Completed by RAC Staff:**

Checked In by:

Staff Name: \_\_\_\_\_ Date/Time: \_\_\_\_\_ am/pm (circle one please)

Helmet Damaged: \_\_\_\_ Yes \_\_\_\_ No. If yes, note number of replacement helmet here \_\_\_\_

Please note any incurred fees below

Item Description	Number	Borrow Date	Return Date	Costs if lost or damaged beyond repair	Applicable Fees
Bike				Market Value	
Helmet				\$20 (only charged if lost)	
Lock & Key				\$15	
Late Fee \$5 for first day; \$2 for each day after until returned					
				Total	

Please note: Regular bike maintenance is handled by Parking and Transportation. If incident-specific maintenance is required during regular business hours (Mon-Fri, 8:30-5:00), please call Parking and Transportation at 703.993.2828. A replacement bike will be brought to the RAC.