



# RENTAL AGREEMENT

## "Custom" n°

**THE TENANT**

Status	Child	Student UNIL EPFL (other)	Standard
Surname	.....		
Name	.....		
Address	.....		
	.....		
Telephone number(s)	.....		
E-mail	.....		

Square to tick off:  I tested the bicycle in the presence of the Renter and I agree that it is working correctly. I also agree that all risks of accidents that I could cause will be independent from the bicycle status and not predictable by the Renter. I therefore release the Renter from all responsibilities.

<p><b>THE RENTER</b></p> <p>Association reCYCLO Rue de Genève 60 1004 Lausanne <a href="mailto:association@recyclo.bike">association@recyclo.bike</a> 078.694.34.54 Bank account : 14-316105-2</p>	Lausanne, .....	
	Renter signature	Tenant signature
	.....	.....

# OFFER DESCRIPTION

- "Mechanical maintenance" offer
- "Urban drive" offer
- "Breakdown service" subscription

Duration of the tenancy :

Beginning of the tenancy:

Ending of the tenancy / bicycle restitution:

Rental Fees:

Deposit Fees:

Bicycle description :  
(style, colour, tyres, handlebars...)

Extra equipment description:  
(lights, deadlocks, bells, bottle cages, carriers, saddlebags, carrycots, helmets)

# GENERAL CONDITIONS

The present conditions set the relation between the association (the Renter) and the Tenant, concerning the bike rental.

The legal relationship between the Renter and the Tenant is set by the Rental Agreement and by these general conditions. These conditions will be considered accepted once the Rental Agreement has been signed by the Tenant.

The legal relationship between reCYCLO and the client starts with the act of signing this contract and will be effective for all the duration of the tenancy.

## **The Tenant**

The Tenant, in this agreement, is he/she who is signing this contract. The Rental Agreement is nominal: under no circumstances may Tenant sublet the bicycle to other people.

## **Renter commitment**

The Renter makes a contractual commitment to:

- make available the chosen bicycle at the agreed moment and for all the duration of the tenancy, equipped with deadlocks (and its key) and lights (front and back);
- guarantee that the bicycle made available satisfies all the general security conditions;
- pay to the Tenant the deposit fees after the restitution of the bicycle , according to this Rental Agreement;
- make the necessary repairs in the best possible time according to the Renter and Tenant possibilities.

## **Tenant commitment**

The Tenant makes a contractual commitment to:

- pay the entire rental fees and the deposit at the latest at the collection of the bicycle;
- check the bike status at the moment of the collection;
- give the bike back at the agreed time and place;
- use the bicycle conscientiously;
- use the bicycle carefully, without putting himself or others at risk.

## **Rental fees**

The price is defined by the Rental Agreement. It could be paid in advance, or at latest, at the moment of the collection of the bicycle. In case of extension of the tenancy, the Tenant will pay to the Renter an extra fee at the end of the rental agreement date. This fee will correspond to the difference between the rental fee, the total duration of the tenancy and the amount already paid.

Every time the Renter extends the duration of the tenancy she/he will pay \_\_\_\_\_ CHF for the administration fees.

## **Duration of the tenancy**

The duration of the tenancy is defined in the Rental Agreement. It starts with the beginning of the tenancy and ends with the end of the tenancy (see conditions below). It is counted in months that are to say in periods of 30 or 31 days according to the situation (ex: from 15 January to 15 February). If the Tenant wishes to give the bike back at a later date, the fee will be rounded up to the next month.

## **Beginning of the tenancy**

The tenancy takes effect in the moment of the collection of the bicycle by the Tenant. Normally this will coincide with the signature of the Rental Agreement.

## **Ending of the tenancy**

The ending of the tenancy is established at the moment of the establishment of the contract and mentioned in the same.

## **Bicycle restitution**

The Tenant makes a contractual commitment to give the bike back at the latest at the date agreed in the Rental Agreement. In order to do this, the Tenant has two options:

- Give the bike back directly in the association premises during the opening hours (with deadlocks, key and lights);
- Chain the bicycle (with the lights) in a place agreed with the Renter, put the key in another place agreed with the Renter and then send a message or an e-mail to the Renter informing him/her of the restitution. If the key is not to be found, the Renter can withhold from the deposit the cost of the deadlock (around 30 CHF).

In the event of a delay of more than 48 hours, the Renter can deduct up to 5 CHF per day from the deposit. If the Tenant has a delay of more than 20 days the Renter can withhold the total amount of the deposit. Nevertheless the Tenant will have the obligation to return the bicycle; otherwise she/he will incur legal problems. If the Tenant wishes to give the bicycle back before the agreed date, she/he must contact the Renter to organize another meeting. The Tenant will then give the bike back and collect the deposit. In this case the Tenant cannot claim any reductions on the price already paid.

### **Extension of the tenancy**

If the Tenant wishes to extend the tenancy terms, she/he must inform the Renter at least 2 weeks before the ending of the tenancy. The Renter and the Tenant will then discuss and agree on the new conditions and modalities of the tenancy. In no case can the Tenant keep the bicycle without the consent of the Renter.

### **Deposit**

When the Rental Agreement is finalized, the Tenant must pay a deposit to the Renter. This is used to advise the Tenant of the risks of theft and of the importance of giving the bicycle back in good conditions.

The deposit fee is determined by the Renter and it is written in the Rental Agreement. At the end of the tenancy, once the bicycle has been returned and as long as it doesn't present any damages and that all the extra equipment has been given back, the deposit will be entirely returned.

In case of problems or non restitution of the bicycle, the deposit will be withdrawn by the Renter as shown:

- If the Tenant does not return the bicycle or has a delay of more than 20 days on the date agreed with the Renter, the deposit will be entirely withdrawn by the Renter;
- If the Tenant finds himself incapable of returning the bicycle for reasons not to be ascribed to himself, like in the event of theft, half of the deposit will be returned, on condition that the Tenant will provide the Renter with the declaration of theft signed by the police. Otherwise, the deposit will be entirely withdrawn by the Renter;
- In case of damage to the bicycle by the Tenant or a third person, because of inattention, accident, negligence or other reasons, the deposit will be entirely withdrawn by the Renter and the Tenant will have to pay an additional fee corresponding to the amount of money needed to repair the bicycle;

- In case of a delay of more than 48 hours on the agreed time of restitution, the Renter can withdraw an amount of 3 francs per day from the deposit.

In the event of restitution of the bicycle chained in another emplacement, the deposit will be returned by the Renter following the conditions previously explained and through the more suitable means for the Renter. The Tenant will do his/her best to help the Renter, she/he will give him the bank details for the payment, she/he will retrieve the deposit, etc.

### **Extra services**

If the tenancy has been agreed for 5 months or more, the Rental Agreement will include a "check-up" service done by the Renter every semester. This check up includes control of tyre pressure, control of proper functioning of gears and brakes, and also good working of light batteries.

The Tenant and the Renter will agree on the date of meeting and the Tenant will bring the bike to the Renter's premises to proceed with the check up. In case of a reduction in the duration of the tenancy to less than 4 months, the Renter will charge the Tenant with \_\_\_\_\_ francs.

"The mechanical maintenance" service allows the Tenant who has subscribed for this service in this Rental Agreement to take advantage of mechanical maintenance (repairs and maintenance of the bike) without any additional fees - exception made for the price of the mechanical pieces. In order to subscribe for this service, the Tenant must pay an additional fee corresponding to 30% of the rental price. The Renter reserves the right not to supply this service. If the Renter decides to supply the service, she/he will make the repairs as soon as possible. According to the duration of the repairs and his/her possibilities, the Renter can supply a replacement bike.

If the Tenant does not subscribe for the "mechanical maintenance" service but needs a mechanical service, she/he will pay the whole price of the service (repair fees at the moment of the repair and the needed pieces).

If the Tenant, during the tenancy, will provide any kind of maintenance or repairs not related to reCYCLO, he/she cannot pretend any discount on the price of the tenancy.

An additional breakdown service "at home" is available only in the following municipalities: Lausanne, Renens, Crissier, Bussigny, Prilly, Ecublens, St-Sulpice, Pully et Epalinges.

The Tenant will be charged with 30 francs (transfer fees) in addition to the price of the repairs (see description above).

## Security and disclaimer

The Renter ensures the proper functioning of the bike that has been tested beforehand. She/he ensures that the available bicycles satisfy the common security conditions.

Before the signature of the Rental Agreement, the Tenant and the Renter verify together the bicycle status with particular attention to the following points:

- Tyres and wheels status;
- Transmission and good functioning of the gears;
- Saddle position and tightening;
- Handlebar position and tightening;
- Brakes and brake shoes status;
- Security lights (front and back).

Through this control, and through the signature of the Rental Agreement, the Tenant acknowledges that the bicycle is correctly working and discharges the Renter from all responsibilities due to potential breakdowns caused or suffered by the Tenant during the tenancy.

The tenancy doesn't include any assurance to the profit of the Tenant. It is up to the Tenant to be in possession of the necessary assurances.

In particular, for any kind of quarrel between the Tenant and a third party, for an amount going up to 1000 Francs, the Tenant commits him/herself to compensate this third party as soon as possible, either by the means of his/her assurance or with his/ her own money, in order that this third party won't turn against the Renter.

## Modification

To validate any modifications to the Rental Agreement, the General Conditions must be written. The extension of the tenancy remains possible under this condition.

## Law and court

The legal relationship between the Tenant and the Renter is subjected to the Swiss law.

All the potential quarrels that the two parties cannot solve on their own will be judged by the competent authorities. The court is located in Lausanne.

**17 février 2015 version**

Tenant signature :

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