

**[Nice Ride Minnesota Subscription Agreement--Revised 2/17/15]**

**Nice Ride Minnesota** (“NRM”) is a non-profit offering a self-service bicycle rental system (“the Service”). Subscriber is a person 18 years old or older. Subscriber agrees to these terms:

The Service is comprised of Stations (which include a Pay Station and Bike Docks), bicycles, and Nice Ride Keys (assigned to Subscribers). Bicycles can be rented from and returned to any Station. **The Service is seasonal and will not be offered during winter months.** Depending on weather conditions and City requirements, NRM expects to commence service no later than April 15 and discontinue service no earlier than November 1 (“Operating Season”).

You can subscribe to the Service through a Membership (by creating an Account at [www.niceridemn.org](http://www.niceridemn.org)) or a Pass (by purchasing access at a Pay Station). Members and Pass-holders are Subscribers.

## **NRM’S TERMS AND CONDITIONS**

You will receive access to the Service for the duration of your Membership or Pass, provided that you pay any Usage Fees and comply with this Agreement.

Your Subscription, the personal ID number NRM assigns to you and your Nice Ride Key are strictly personal and entitle you to use the Service. **Do not allow any other person to access the Service with your ID number or Nice Ride Key.** Your Subscription cannot be transferred.

### **Subscription Duration and Price**

<b>SUBSCRIPTION</b>	<b>EXPIRES</b>	<b>PRICE</b>
<b>1-Year Membership</b> .....	<b>365 days after Activation</b>	<b>\$65</b>
<b>30-Day Pay-As-You-Go Membership</b> .....	<b>upon account termination</b>	<b>\$15</b>
<b>30-Day Pass</b> .....	<b>30 days after Purchase</b>	<b>\$15</b>
<b>24-Hour Pass</b> .....	<b>24 hours after Purchase</b>	<b>\$6</b>

**Prices** include sales tax. A Free 24-Hour Trial certificate or a subscription gift certificate entitles a subscriber to waiver of the applicable subscription price but does not waive Usage Fees or any other term of this Agreement. Subscriptions are non-refundable.

### **Automatic Renewal and Pay-As-You-Go Options:**

1-Year Members may choose automatic renewal when setting up their Account. If this option is selected, the Membership will renew with a new 365-day term upon expiration of the prior term. The Terms and Conditions in effect at the time of renewal apply to all renewed subscriptions. The subscription price will be charged upon renewal.

A 30-Day Pay-As-You-Go Membership does not expire until the Account is terminated. The Member will have access to bikes for a 30-day term beginning upon Activation. At the end of the 30-day term, the Key will be deactivated. A Member may reactivate his/her Key by inserting the Key in any dock at any time. Upon reactivation, a new 30-Day term will begin and the subscription price will be charged. The

Terms and Conditions in effect at the time of reactivation will apply. Nice Ride may terminate an Account or deactivate a Key in the event that (1) the Key is not used during a Nice Ride season, (2) the Subscriber violates this agreement or otherwise misuses the bike or Account, or (3) Nice Ride terminates the Pay-As-You-Go option. Pay-As-You-Go Members may close their accounts by calling customer service at 1-877-551-6423.

**Usage Fees (Applicable to All Subscriptions)**

**A “Trip” includes one bicycle rental from the time a bike is taken from a Bike Dock until it is returned to a Bike Dock. You may take as many trips as you like within the subscription period, provided that you only take one bicycle at a time. Usage Fees are based on 30-minute periods and are cumulative. Usage fees apply to all subscriptions.**

<b>USAGE</b>	<b>FEE</b>
<b>1st 30-minute period of every trip .....</b>	<b>\$0</b>
<b>2nd 30-minute period of every trip .....</b>	<b>\$3.00 (waived for Members)</b>
<b>Each subsequent 30-minute period of every trip .....</b>	<b>\$3.00</b>

Every fraction of a 30-minute period of use in excess of the period paid for shall be charged as a full period.

For example:	<u>Duration of Trip</u>	<u>Total Usage Fee for Trip</u>	<u>Total Usage Fee for Trip</u>
		PASS-HOLDERS	MEMBERS
	25 minutes	\$0	\$0
	35 minutes	\$3	\$0
	65 minutes	\$6	\$3
	95 minutes	\$9	\$6
	125 minutes	\$12	\$9

**You agree to complete each trip within 24 hours. Bicycles not returned within 24 hours will be considered Lost.** The data generated by the Service’s computer system shall be proof of the duration of each Trip. Fees include sales tax. NRM may change Usage fees at the beginning of an Operating Season.

**Availability**

During the Operating Season, NRM undertakes to maintain the Service 7 days a week, 24-hours a day. There will be periods when the Service is unavailable due to technical problems, required service or software updates, requirements of the City or other authorities, or circumstances beyond NRM’s control.

NRM crews will periodically move bicycles from overfull to less full stations and will periodically perform maintenance on the stations and bicycles. However, NRM does not guarantee that you will find an available bike or an empty Bike Dock at any particular station at any particular time or that stations or bicycles will be in working order at all times.

**Access to Bicycles; Activation of Nice Ride Key**

You can access bicycles with an active Nice Ride key or a temporary code.

If you choose to have a Nice Ride Key sent to you by mail, you must activate that Key before using it. Activate your Key at [www.niceridemn.org](http://www.niceridemn.org). NRM undertakes to mail Nice Ride Keys within three business days of purchase during the operating season, but does not guarantee delivery time. If you choose to obtain a Nice Ride Key at a Pay Station (not available at all Stations), the Key will be activated when you obtain it.

A Pass may be purchased at a Pay Station without a Nice Ride Key. Pass-holders access bicycles by inserting the same bank card used to purchase the Pass; the Pay Station will then provide a temporary access code.

### **Payment Confirmation**

Payment for subscription purchases, renewals, and Pay-As-You-Go reactivations will be confirmed via email. Members may view all charges by signing in to their Accounts. Members will also receive an e-mail notification in each month in which charges are incurred. Pass-holders may view charges by inserting at any Pay Station the same bank card used to purchase the Pass. You may also obtain a receipt by calling Customer Service at 1-877-551-6423.

### **Bank Card Transactions**

The Service is accessible to holders of Visa, MasterCard, and Discover bank cards. If the bank card account you provided with your Subscription is terminated or is unable to process NRM transactions, your Subscription will be suspended or terminated.

You agree to report any changes in your relationship with your bank card issuer which could affect the execution of charges. NRM is authorized by you to contact your bank card issuer to update information required to execute charges. If your bank card expires and you do not submit a new one, your account may be de-activated.

Timing of Member charges: Charges for subscription purchases, renewals, and Pay-As-You-Go reactivations will occur immediately. Usage fees and other charges will be charged on the 1st of each month, upon accrual of charges greater than \$50, or at the time of renewal/reactivation, whichever comes first.

Timing of Pass-holder charges: Charges for subscription and key purchases will occur immediately. Usage fees will be charged at the end of the Pass term, unless charges greater than \$50 are accrued, in which case they will be billed immediately. A preauthorization hold of up to \$1 may be placed on your account for card verification purposes.

### **Responsibility for Return of Bicycle**

To return a bicycle, you must secure it into an available Bike Dock. A sound signal is emitted and the light signal turns yellow then green, confirming that the bicycle has been returned and locked. A red light signal and a long sound signal indicate that the bicycle is not properly secured. **A bicycle that is not properly secured remains your responsibility.**

**Bike Dock Malfunction:** If the light on the Bike Dock stays red and the bicycle cannot be returned, you

must return the bicycle into another available Bike Dock.

**Unavailability of Bike Docks:** You will receive an additional 15-minute time credit where no Bike Dock is available at the Station of your choice. Members must enter the 7-digit number on their Nice Ride Key on the Pay Station screen. Pass-holders must insert the same bank card used to purchase the Pass.

### **Lost or Damaged Bicycle**

If you do not return a bicycle as required by this Agreement or cause damage to a bicycle, you agree to pay an amount not to exceed NRM's actual cost to repair or replace the bicycle.

If you believe a bicycle checked out to you has been stolen, you will contact Customer Service at 1-877-551-6423 immediately and file a police report within 24 hours.

In the event that a bicycle checked out to you is lost or damaged, NRM may immediately charge your bank card for any excess amount owed. NRM will make at least one attempt to contact subscribers with an active on-line account before charging for a lost bike.

In the event that a lost bicycle is recovered, you must return it to NRM. NRM will refund lost bicycle charges in excess of NRM's actual recovery and repair costs. In no event may any subscriber take permanent possession of or sell a NRM bicycle.

### **Lost or Damaged Key**

A Nice Ride Key that has been lost or has become unusable may be replaced. A \$5 replacement charge will apply and the original Key will be deactivated.

You are responsible for any bicycle accessed with your Nice Ride Key. Report a lost or stolen Key to Customer Service at 1-877-551-6423 immediately.

### **Refund Policy**

Nice Ride Subscriptions are non-refundable. Your subscription fee will not be refunded if you relocate from Minneapolis or your subscription is terminated due to breach of this Agreement.

### **Confidential Information**

NRM will comply with the Privacy Policy maintained at [www.niceridemn.org](http://www.niceridemn.org).

### **Contact**

Nice Ride Minnesota  
2701 36th Avenue South  
Minneapolis, MN 55406  
1-877-551-6423 (Customer Service)

## **SUBSCRIBER'S REPRESENTATIONS**

I am a competent bicycle operator, and am sufficiently physically fit to safely operate a bicycle. **I have received any necessary medical clearances for such physical activity. NRM is not responsible**

**for injury, damage or liability resulting from my misrepresentation of competence or physical fitness to safely operate a bicycle.**

I understand and agree to the following:

- Riding a bicycle involves risks, dangers and hazards. These risks, dangers, and hazards may result in injury or death to myself or others, as well as damage to property. There are risks associated with the use of any bicycle which cannot be predicted or avoided and which are the sole responsibility of the rider. If my use of a NRM bicycle causes injury or damage to another person or property, I may be liable for such injury or damage and associated expenses. **By choosing to ride a bicycle, I assume all responsibility for the risks, hazards, and dangers that it involves.**
- **Riding a bicycle is a physical activity. Like any physical activity, riding a bicycle may cause minor or major injuries or discomfort, and may worsen or complicate underlying medical conditions or diseases. By choosing to ride a NRM bicycle, I assume all responsibility for all such injuries or other medical conditions.**
- State and local laws require me to obey the rules of the road while riding a bicycle. There are state and local laws applying specifically to bicycle riders. **I will follow all applicable state and local laws.**
- Bicycles are machines that may malfunction, and such malfunctions may cause injury. Malfunctions may occur unexpectedly even if a bicycle is maintained properly. Before riding a NRM bicycle, I will conduct a safety inspection of the bicycle which includes inspection and checking for the following: proper tire pressure, trueness of the wheels, safe operation of the brakes and lights, and any signs of damage, excessive wear, or other mechanical problems or maintenance needs. **I will not ride the bicycle if I notice any mechanical problem or other safety issue; I will notify NRM of the problem and use a different bicycle.**
- Wearing a Snell, CPSC, ANSI, or ASTM approved helmet, properly fitted and fastened, while cycling may protect against some injury, or lessen the severity of an injury, caused by impact to the head. Bicycle helmets are not 100% effective, will not protect against all head injuries and do not protect against other injuries. Although Minnesota state law does not require bicycle riders to wear helmets, **NRM recommends that all riders wear a Snell, CPSC, ANSI, or ASTM approved helmet which has been properly sized and fitted according to the manufacturer's instructions.**
- **NRM is not responsible for any injury or damage resulting from (a) any of the risks, hazards and dangers described above, (b) my failure to comply with my agreements herein or (c) my failure to wear a bicycle helmet while riding a NRM bicycle.**
- I must report all accidents and injuries involving a NRM bicycle to competent authorities and to Customer Service at 1-877-551-6423 as soon as possible.

I understand that:

- NRM may make bicycles unavailable for rental in some conditions. The fact that a bicycle is available for rental does not mean that it is safe to ride the bicycle in prevailing weather or traffic conditions.
- NRM may require me to return a bicycle at any time.
- NRM does not provide, or maintain, places on which to ride bicycles. NRM does not guarantee that there will always be a safe place to ride a bicycle. Roads, bicycle lanes and bicycle routes may become dangerous due to weather, traffic, or other hazards.
- NRM is not a common carrier. Alternative means of public and private transportation are available to the general public and to me individually, including: public buses and light rail service, taxis, and pedestrian paths. NRM provides rental bicycles as a convenience only to persons able and qualified to operate a bicycle on their own and who have agreed to the terms of use as stated in this Agreement.
- NRM may provide educational opportunities or requirements regarding bicycle safety, operation, and laws. The provision of such educational opportunities or requirements shall not be construed as a waiver by NRM of any term in this agreement.
- **NRM provides no warranties, express or implied, for the bicycles it makes available for rental.**
- NRM requires that Subscribers agree to follow certain rules while using NRM bicycles. These rules are intended to promote the safe use of NRM bicycles by NRM Subscribers. The rules shall not be construed as a waiver by NRM of any term in this agreement. Subscribers are solely responsible for the safe operation of NRM bicycles at all times. Subscribers may need to take safety measures or precautions not specifically addressed in this Agreement.

I agree that:

- I will not ride a NRM bicycle while wearing or carrying anything that impedes my ability to operate the bicycle safely.
- I will not carry a second person on a NRM bicycle.
- I will not dismantle or modify a NRM bicycle in any way. (This does not apply to use of the seat-height adjustment feature on NRM bicycles.)

- I will not exceed the maximum weight limit for the bicycle (260 pounds) or the cargo carrier (17 pounds).
- I will not use a text messaging device, portable music player, or any other device which may distract me from safely operating a bicycle while using a NRM bicycle.
- I will not operate a NRM bicycle while under the influence of alcohol, drugs or any other substance that could impair my ability to operate a bicycle.
- I will not use a NRM bicycle in weather conditions, including but not limited to rain, snow, extreme heat, or electrical storms, which make it more dangerous to operate a bicycle.
- I will not use a NRM bicycle for racing, riding off road, or any other use besides operation on public roads and designated bicycle routes.
- I will not allow others to use a NRM bicycle that I check out. **I understand that when I check out a NRM bicycle, it is to be used by me, and by me only.**

NRM is not responsible for any liability or damages arising from my violation of these agreements.

**NRM shall not be responsible or liable for any negligence or misconduct in connection with my use of a NRM bicycle. Except as specifically stated otherwise, I release NRM from all claims that I may have against NRM and its affiliates arising from my use of NRM bicycles. This release does not apply to willful, wanton recklessness, or intentional acts of NRM.**

**I agree to indemnify, defend and hold harmless NRM and any affiliates from and against any legal action or other claim or damage arising from my use of a NRM bicycle, including those arising from my own negligence or intentional conduct.**

Any controversy or claim arising out of this contract or breach thereof shall be settled by binding arbitration in Minneapolis administered by the American Arbitration Association.

**I have read the above terms carefully. I understand that this is an important legal document. I am entering this agreement of my own free will. I am at least 18 years old and have the right to contract in my own name. I understand that the above terms apply to all my future use of NRM bicycles, and I agree to all of the above terms. I acknowledge that NRM has never expressly or impliedly assumed any responsibility for me or my actions in connection with my use of NRM bicycles.**