



Dear New Bike and Roll NYC Member,

We're delighted that you've chosen to join our membership program! Please read through our membership agreement at your leisure, and return it to us at least 24 hours before you would like to begin. You may return the signed membership agreement to us via email (either with a digitally signed agreement, or a printed, signed, and scanned version), fax (212-509-0069, Attn: Membership), mail (address below), or by stopping by our office at:

Bike and Roll NYC  
Attn: Membership  
140 West 30<sup>th</sup> Street, Suite 5,  
New York, NY 10001

Upon receipt, you will be issued a membership number, and within 2-3 weeks, you should receive a membership card mailed to your address. Should you have any questions about the membership process, feel free to call us at (212) 260-0400, or email us at [office@bikenewyorkcity.com](mailto:office@bikenewyorkcity.com)

Thank you for choosing Bike and Roll NYC, and welcome aboard!

***Central Park • Brooklyn Bridge • New York Harbor***



## Bike and Roll NYC Membership Agreement

Agreement Date: \_\_\_\_\_ Office Input \_\_\_\_\_  
Start Date: \_\_\_\_\_ Salesperson: \_\_\_\_\_  
Annual Renewal Date: \_\_\_\_\_ Source: \_\_\_\_\_  
Member Name \_\_\_\_\_ Referred by \_\_\_\_\_  
Address \_\_\_\_\_ Email \_\_\_\_\_  
\_\_\_\_\_ Business Phone: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

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### PREPAID MEMBERSHIP

Subtotal \_\_\_\_\_ + tax \_\_\_\_\_ = TOTAL \_\_\_\_\_ Date Paid \_\_\_\_\_  
Period Covered by Payment \_\_\_\_\_ to \_\_\_\_\_ Gift recipient \_\_\_\_\_

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### Initial Investment

Membership Activation Fee \_\_\_\_\_ + Prorated Monthly Fee \_\_\_\_\_ = TOTAL \_\_\_\_\_

### Recurring Charges

Monthly EFT Fee \_\_\_\_\_ First Bill Date \_\_\_\_\_

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### Payment Authorization

#### EFT

Bank Name: \_\_\_\_\_ Category: (circle) Savings / Checking (attach voided Check)

Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

#### CREDIT CARD

Credit Card # \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

As the owner of the account above, I authorize that the applicable fees for this contract be deducted from this account for Bike the Greenway, LLC by using Electronic Funds Transfer. This authorization for the automatic debit remains in full effect until the membership contract has been canceled as specified within the rules and regulations of the membership agreement.

Account Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

By Member's and/or Buyer's execution of a Membership Agreement with Bike and Roll NYC (the "Agreement"), the Member agrees to the following Terms and Conditions ("Terms and Conditions")  
**ADDITIONAL MEMBERSHIP AGREEMENT TERMS**

**(1) MEMBERSHIP PAYMENTS AND TERMS**

**(1.1) Rules, Regulations, and Schedules.** Member agrees to abide by the rules, regulations, and schedules of Bike and Roll NYC, which may be posted at a facility, website, or orally, and which may be amended from time to time at Bike and Roll NYC's sole discretion. Upon joining, Member and or Buyer must pay the appropriate initial charges. At the sole discretion of Bike and Roll NYC, a Member's membership may be revoked or suspended at any time if the in the judgment of Bike and Roll NYC (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of Bike and Roll NYC or any of Bike and Roll NYC's Members, customers, or guests, (c) Member has instituted any type of legal action against Bike and Roll NYC including but not limited to civil actions, arbitrations and/or mediations, and/or (d) Bike and Roll NYC has instituted any type of legal action including but not limited to civil actions, arbitrations, and/or mediations against Member.

**(1.2) Member's Obligation.** Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payments shall be made because of Member's failure to use Bike and Roll NYC's facilities and/or equipment. Dues are for the period stated in the Agreement.

**(1.3) Annual Activation Fee.** There is an annual Membership Activation Fee which Member and/or Buyer shall be required to pay upon execution of the agreement and acceptance of the Terms and Conditions with Bike and Roll NYC or as otherwise agreed to by Bike and Roll NYC. This fee will change from time to time at Bike and Roll NYC's discretion. This fee is non-refundable. Resignation from Bike and Roll NYC shall not termination the obligation to pay the Activation Fee in full.

**(1.4) Monthly Dues and Other Fees.** Member and/or buyer shall pay, in advance, monthly Membership fee as set forth in the Agreement. Bike and Roll NYC may adjust monthly fee upon giving Members thirty (30) days prior notice posted in a Bike and Roll NYC location and/or sent my mail to Member. Bike and Roll NYC may adjust any fees other than the monthly fee at any time at its sole discretion.

**(1.5) Form of Payment.** Monthly fees and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member's checking account, savings account, credit card account, or debit card account. Members must authorize payments to be made through a third party administered electronic funds transfer system. Members maintain full control and privacy over their accounts at all times, and the transfer of funds affects only those fees that have prior authorization of the Member. The transfer will take place automatically once every month unless Bike and Roll NYC notifies the Member otherwise. If Bike and Roll NYC does not collect Member's monthly fee using the form of payment provided by the Member, then Bike and Roll NYC may continue attempting to collect Member's monthly fee, plus any applicable fees, using the form of payment provided by the Member.

**(1.6) Dishonored Check or Credit Card.** If any check, account debit, or credit card charge payable to Bike and Roll NYC by Member and/or Buyer is returned, rejected, or dishonored, Bike and Roll NYC management shall, in each instance (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection plus an administrative fee which may be adjusted from time to time, and (b) collect the current and past due balance owed Bike and Roll NYC in any subsequent month.

**(1.7) Limited Memberships.** Memberships may be limited so that Members may have reasonable access to Bike and Roll NYC facilities and equipment. It is expected that there may be occasional delays, especially during peak hours, in using Bike and Roll NYC equipment. Equipment is available for Tours and reserved Rentals. After these demands the availability of equipment is subject to demand and is available on a first-come/first-served basis.

**(1.8) Unpaid Balances.** All balances owed by Member and/or Buyer that are 30, 60, and 90 days in arrears are subject to monthly service charges of \$15 per month in arrears. These fees may be adjusted from time to time. Any unpaid balances for membership fees past thirty (30) days may result in suspension of membership privileges. Member and/or Buyer shall be obligated to pay any cost incurred by Bike and Roll NYC for collection. Bike and Roll NYC reserves the right to charge past due balances, plus applicable charges, to the Membership account under the EFT authorization.

**(1.9) Membership Term.** The term of Membership is a minimum one-year period (unless the Agreement states otherwise), after which the Member may cancel the Membership for any reason by following the procedures set forth in Section 4. After the first term of membership, the membership will automatically continue on a month-to-month basis unless Member has cancelled or is canceling his/her membership pursuant to the procedures set forth in Section 1.10.

**(1.10) Cancellation of Membership.** To cancel any membership before the completion of the original term, Member must follow the procedures set forth in Section 4 of these Terms and Conditions.

**(1.11) Freeze Policy.** (a) Medical. If Member is medically unable to use Bike and Roll NYC equipment, Member may request a freeze of his/her membership in monthly increments for a minimum of 1 month and a maximum of 3 months. Members must provide a doctor's note at the time of requesting a freeze. Bike and Roll NYC reserves the right to verify the note with the doctor and Member agrees to waive any Doctor/Patient privilege and execute any release required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (b) Non-medical. If a Member desires to freeze his/her account for a non-medical reason, Member should contact Bike and Roll NYC administrative office (212-260-0400). Bike and Roll NYC reserves the right to adjust this freeze policy from time to time at its sole discretion. All requests must be received at least fourteen (14) days prior to Member's next billing date period. Retroactive freezes will not be accepted. Certain fees may apply to any freeze of a Member's membership.

**(1.12) Buyer's Indemnity.** Buyer assumes full responsibility for any person who becomes a Member under the Agreement and these Terms and Conditions and shall indemnify Bike and Roll NYC, its affiliates, agents, and employees against any and all liability incurred by such Member during his/her use of any and all Bike and Roll NYC locations and equipment.

**(2) MEMBER RISK.** Member and Member's guests shall hold Bike and Roll NYC harmless from any loss, theft, cost, claim, injury, damage, or liability ("Damages") incurred as a result of the use of any Bike and Roll NYC equipment, except such Damages which result from the willful misconduct or gross negligence of Bike and Roll NYC, its affiliates, agents, or employees.

**(2.1) Member's Health Warranty.** Member and/or Buyer represent that Member is in good health and has no disability, impairment, injury, disease, or ailment preventing him/her from engaging in cycling or could cause increased risk of injury or adverse health consequences as a result of cycling. Member assumes full responsibility for his/her use of Bike and Roll NYC equipment and shall indemnify Bike and Roll NYC, its affiliates, agents, and employees against any and all Damages arising out of Member's use of Bike and Roll NYC equipment except as otherwise set forth in these Terms and Conditions. Physical examinations by Member's physician are recommended for members before commencing any exercise program, and especially for Members who are at risk, including but not limited to elderly or pregnant Members, or Members unaccustomed to physical exertion, or who have physical limitations, a history of high blood pressure, heart problems or other chronic illnesses, or Members who have a history of heart disease.

(2.2) **Medical Disclaimer.** Member has been informed and acknowledges that Bike and Roll NYC has made no claims as to medical results that can or may be obtained through use of any Bike and Roll NYC equipment. Member is instructed not to act on the advice given by any Bike and Roll NYC employee unless such advice has been verified by Member's licensed professional physician. Member represents that there is no medical or physical conditions that would preclude the use of Bike and Roll NYC's equipment and each Member further represents that he/she has not been instructed by any physician not to use Bike and Roll NYC's equipment or similar equipment.

(2.3) **Orientation.** Member is strongly encouraged to take advantage of the complimentary initial orientation and ongoing support available to ensure the proper and safe use of all equipment.

(2.4) **Activity Risk.** Any strenuous athletic or physical activity involves certain risks. Member assumes the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of Bike and Roll NYC's equipment and release, hold Bike and Roll NYC harmless, discharge and absolve Bike and Roll NYC, its agents, and employees from any and all Damages or responsibility except if such accident or injury is the result of the willful misconduct or gross negligence of Bike and Roll NYC, its affiliates, agents, or employees.

(2.5) **Loss of Property.** Member is urged not to leave valuables at a Bike and Roll NYC location or to carry them on Bike and Roll NYC equipment. Bike and Roll NYC shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities, items left at locations, or jewelry of Member.

### (3) GENERAL PROVISIONS

(3.1) **Members and Guests Rules.** Member and Member's guests shall abide by Bike and Roll NYC's rules and regulations and any amendments and/or modifications thereto which may be made from time to time by Bike and Roll NYC and at Bike and Roll NYC's sole discretion.

(3.2) **Proof of Membership.** Member must present officially-issued identification with photo (acceptable forms include state driver's license, passport) each time a Member takes a bike.

(3.3) **Requirements Prior to First Use.** Member must agree to and sign these Additional Membership Agreement Terms, plus a waiver prior to the first time he/she uses any Bike and Roll NYC equipment.

(3.4) **Member Locations.** Members may use equipment at any Bike and Roll NYC location EXCEPT Governors Island and Columbus Circle. Operating hours may change at the sole discretion of Bike and Roll NYC.

(3.5) **Type of Equipment.** Membership covers the use of a Comfort Bike. Upgrades are available at fees set by Bike and Roll NYC. Upgrade fees must be paid at the time of the rental.

(3.6) **Single Day Use Only.** Members may use Bike and Roll NYC for any duration in the course of a business day. Members must return equipment by the end of the same day it was first used. Members may not keep any Bike and Roll NYC equipment overnight under any circumstances.

(3.7) **Return to Location Other Than Originating Location.** Members will be charged a fee to drop-off a bike at a location other than the location where the use originated that day. Member must pay drop-off fee when returning bike.

(3.8) **Change in Membership Information.** Member must promptly notify Bike and Roll NYC in writing of any change in his/her billing information, address, email, or telephone number. Notwithstanding anything else contained herein, all communications from Bike and Roll NYC to Member shall be presumed to have been received by Member within five (5) days after mailing to Member's address on file with Bike and Roll NYC at the time of the mailing.

(3.9) **Special Events.** Bike and Roll NYC may from time to time reserve the use of its facilities for special events and private functions.

(3.10) **Closing of Bike and Roll NYC Location.** Bike and Roll NYC may be closed for holidays or special events and closes seasonally depending on weather. Obligation for contractual fees will not be affected.

(3.11) **Non-Discrimination.** Bike and Roll NYC represents that it will not discriminate against any person because of gender, race, creed, age, color, national origin, sexual orientation, or ancestry in considering applications for Membership. The minimum age for Bike and Roll NYC Membership is twenty-one (21).

(3.12) **Changing the Rules and Regulations.** Bike and Roll NYC may at its sole discretion change these Terms and Conditions at any time.

(3.13) **Entire Agreement.** The Agreement, these Terms and Conditions, and all rules and regulations of Bike and Roll NYC, as revised from time to time, constitute the entire and exclusive agreement between Bike and Roll NYC and Member, and supersedes all prior promises, representations, understandings and/or agreements relating to this membership purchase. The Agreement may be modified only by an instrument in writing; however, Bike and Roll NYC or any assignee of the Agreement is authorized to correct patent errors in the Agreement (and in other related documents) and Member and/or Buyer may verbally authorize payment of the outstanding balance of the Membership fee by the automatic payment plan. Bike and Roll NYC can void the Agreement if it is not completed by a Bike and Roll NYC employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by Member. No written alterations or amendments to the Agreement and/or these Terms and Conditions shall be valid and Bike and Roll NYC employees are not authorized to make any changes written and/or verbal, additions or modifications to this Agreement.

### (4) CANCELLATION

#### (4.1) Cancellation within Term

(4.1.1) **Death or Disability.** If Member dies or becomes totally and permanently disabled during the Membership term, Member may cancel his/her contract and Bike and Roll NYC is entitled to a reasonable predetermined fee in such event in addition to an amount equal to the value of services made available for use by Members. This amount shall be computed by dividing the months expired under the Membership term. Member or Member's estate must provide reasonable evidence of total and permanent disability or death. For purposes of this subsection, "total and permanent disability" means a condition which has existed or will exist for more than six (6) months and which will prevent Member from using Bike and Roll NYC equipment to the same extent as Member used it before commencement of the condition.

(4.1.2) **Move.** Member may cancel the Agreement if he/she can provide proof that Member is permanently moving more than twenty-five (25) miles away from any Bike and Roll NYC facility. Proof such as utility bill, lease agreement, driver's license, military orders or any other document that could validate such proof will be accepted. A twenty-five dollar (\$25) fee will be assessed.

#### (4.2) Cancellation Out of Term

(4.2.1) **Written Cancellation.** To cancel a Membership after completing the original term, Member must (1) sent a written request at least thirty (30) days prior to their next bill date; (2) pay the next scheduled monthly fee payment; (3) pay in full any unpaid dues or indebtedness incurred prior to the cancellation date. Cancellation notification may be mailed to:

Bike and Roll NYC, 140 W. 30<sup>th</sup> St., Suite 5, New York, NY 10001

(4.3) **Refunds.** If applicable, refunds shall be made within fifteen (15) days of receipt of notice of cancellation.

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Member's Signature

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Date

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