

CHILE PEPPER BIKE SHOP
RENTAL BIKE PURCHASE AGREEMENT

Congratulations on choosing to purchase a used rental bike from the **Chile Pepper Bike Shop!** At the **Chile Pepper Bike Shop** we strive to provide you with a great value on a high quality used product. It is very important that you read the following Purchase Agreement carefully to ensure you completely understand all of the terms. **ALL SALES ARE FINAL.** If you have any questions please ask a Chile Pepper Bike Shop Representative or Manager.

This **Rental Bike Purchase Agreement** (the “**Agreement**”) is made between the **Chile Pepper Bike Shop** (“**Seller**”), 702 S. Main Street, Moab, Utah 84532 and _____ (“**Buyer**”), whose address is as follows: _____

Seller agrees to sell and Buyer agrees to purchase the following described used **Rental Bike** (the “**Bike**”):

Year/Brand/Model: _____

Size/Color: _____

Buyer expressly acknowledges and understands the Bike has been used by the Chile Pepper Bike Shop as a rental bike. The Bike is NOT a brand new bike and Seller makes no representation as such. Upon delivery to Buyer, the Bike may have visible indications of normal wear and tear but the integrity of the frame and components remains adequate for ordinary recreational use. Seller shall thoroughly inspect and professionally tune the Bike prior to shipment to Buyer. The Bike shall be shipped to Buyer with its original and unused tires and saddle. Other components and/or parts will be replaced on the Bike prior to shipment at the sole discretion of the Seller. (Please note that certain mountain bikes sold DO NOT COME WITH PEDALS – please ask the Seller if pedals are included).

The **Purchase Price** for the Bike shall be \$_____ USD. A minimum deposit of \$250.00 shall be due upon signing this Agreement. **All deposits are NON-REFUNDABLE.** The remainder of the Purchase Price shall be paid prior to shipment. Buyer and Seller both acknowledge the Purchase Price reflects the nature of the Bike as a used product.

Seller shall make reasonable arrangements for shipment of the Bike with a common carrier of Seller’s choice to ship the Bike to Buyer’s address provided herein. Seller shall ship all spring Rental Bikes to be delivered by the end of June (this date could be later than June depending on the Seller’s availability in replacing bikes sold with the fall rental fleet). The fall Rental Bikes will be delivered by the end of November. However, Seller makes no specific representation or guaranty as to the date of shipment or delivery of the Bike. Buyer shall pay for the cost of shipping, including the cost of the box to ship the Bike in, and any insurance desired (this cost is \$100 – to lower 48 states only, shipment outside of lower 48 is a higher cost and will be dependent upon Buyers shipping address). Risk of loss shall be on the Buyer from the time Seller delivers to the carrier. Sales tax will be payable if shipped to address in Utah and/or if bike is picked up directly at the bike shop.

Seller shall not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of components or parts, priorities, fires, accidents and other causes beyond the control of Seller or its suppliers. If Seller, in its sole discretion, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the Bike at the time specified in this Agreement, then Seller will have the right to terminate this Agreement by notice in writing to Buyer, which notice will be accompanied by full refund of all sums paid by Buyer pursuant to this Agreement.

Seller reserves the right to cancel this Agreement if Buyer fails to pay any balance of the Purchase Price when due in Seller's sole discretion. If Seller cancels this Agreement as provided herein, Seller shall give notice in writing to Buyer. Buyer shall not be entitled to a refund of any deposit.

Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified in this Agreement. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail.

THE BIKE IS SOLD "AS IS" AND SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller's above disclaimer of warranties does not, in any way, affect the terms of any warranties which may be applicable from the manufacturer of the Bike.

The purchase and sale provided herein is a final sale. The Bike is not returnable for any reason. **All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.**

This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, including the Utah Uniform Commercial Code. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Utah on the date of execution of this Agreement.

If any clause of this Agreement is held invalid by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.

This Agreement will inure to the benefit of and be binding upon the Seller and Buyer and their respective successors and assigns.

This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Bike but has relied upon its own inspection and investigation.

The parties have executed this Purchase Agreement on this _____ day of _____,
_____.

SELLER: The Chile Pepper Bike Shop

BUYER:

By: _____
PRINT NAME, Sales Representative

PRINT NAME

SIGNATURE

SIGNATURE