



g. Upon or prior to the EFFECTIVE DATE of this AGREEMENT, LESSOR shall provide BROKER with the general territory and route that LESSOR's commutes on his or her bicycle. LESSOR acknowledges that BROKER and LESSOR will be materially relying on the information provided under this paragraph 3(g) in setting rates, and in assigning leases, and that the information provided by LESSOR shall be materially true and accurate.

h. BROKER reserves its right to, in leui of using an advertisement from a LESSEE, to provide LESSOR with advertisement that advertises BROKER's own business. (In the event that BROKER chooses to advertise BROKER's own business, then all provisions in this AGREEMENT relating to LESSEE shall not apply to this AGREEMENT.)

i. LESSOR represents that he or she is at least 18 years old, that he or she is either employed full time or a student, that he or she is a commuter using his or her bicycle to work or to school (as the case may be), and that he or she commutes most business days, in the general territory and route disclosed to BROKER. This AGREEMENT and the LEASE are void if these representations are not true and accurate throughout the full term of this AGREEMENT.

4. **PAYMENT.** LESSOR shall be paid by BROKER every month, in the amount of \$\_\_\_\_\_ per month. Except in instances where LESSOR is advertising for BROKER's own business, payment to LESSOR by BROKER shall be contingent upon full payment by LESSEE to BROKER for the LEASE, and for BROKER's own fees that BROKER charges a LESSEE. LESSOR shall have a right to an accounting of monies due, upon reasonable request.

5. **LIMITATION OF LIABILITY.** LESSOR ACKNOWLEDGES THAT IN THE EVENT OF NON PAYMENT OR UNDERPAYMENT OF THE LEASE BY LESSEE, LESSOR'S SOLE RECOURSE IS AGAINST THE LESSEE, AND NOT AGAINST THE BROKER. LESSOR FURTHER ACKNOWLEDGES THAT ANY LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AMOUNTS DUE UNDER THIS AGREEMENT, AND NOT FOR ANY FURTHER OR OTHER CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES.

6. **RENEWAL OPTION.** (CHECK HERE IF APPLICABLE: \_\_\_\_ ). LESSOR shall have the right to renew this AGREEMENT for the same term upon the same terms and conditions contained herein. This AGREEMENT shall be automatically renewed for the same term, unless a party provides 30 days written notice of non-renewal prior to the end of the term of this AGREEMENT.

7. **INTELLECTUAL PROPERTY.** LESSOR acknowledges that the advertisement, including all related trademarks, trade names, and copyrights, are reserved by the LESSEE and by the BROKER.

8. **INDEMNIFICATION.** LESSOR shall indemnify and hold LESSEE and BROKER harmless from and against any and all liability arising out of LESSOR's use of his or her bicycle, including attorney fees required to defend against any claims.

9. **MISCELLENOUS.** This AGREEMENT will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns (as the case may be). This AGREEMENT is non assignable by the LESSOR. This AGREEMENT may be amended only by an instrument in writing executed by all the parties. This AGREEMENT constitutes the entire agreement between the parties. Waiver of any breach of any provision of this AGREEMENT will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. Time is of the essence with respect to the provisions in this AGREEMENT.

IT IS HEREBY AGREED:

LESSOR

BROKER

\_\_\_\_\_  
[print name of LESSOR: \_\_\_\_\_]

\_\_\_\_\_  
BikeCommuterAds.com  
By Gary Courter, Owner