



## BUY-BACK PROGRAM

For community members who need a bicycle for a limited time, the Newark Bike Project (NBP) offers a Buy-Back Program. As a part of the Buy-Back Program, the buyer and the NBP enter into an agreement that a bicycle is purchased at full cost from NBP and when the term is over the bicycle will be bought back by NBP for 50% of the original cost. The agreement is limited to a one-year period.

<b>Buyer</b> Name: _____ Address: _____ Phone number: _____ Email address: _____  Signature: _____ Date: _____	<b>Newark Bike Project</b> 7 Elkton Road, Newark, Delaware 19711 Contact info: info@newarkbikeproject.com  Sold by (NBP Volunteer): _____  Signature: _____ Date: _____
<b>Bicycle:</b> Brand: _____ Model: _____ Size: _____ Serial #: _____ <b>Purchase date:</b> _____ <b>Return date:</b> _____ <b>Purchase price:</b> _____ <b>Buy-back price offered:</b> _____ Details on bicycle condition:	

### BUY-BACK PROGRAM TERMS AND CONDITIONS

The purchase of a bicycle and signing this agreement shall constitute consent to all provisions of the Newark Bike Project (herein referred to as NBP) Buy-Back Program Terms & Conditions:

1. NBP agrees to buy back the bicycle for 50% of the original price, if it is returned before the return date indicated above. This return date can be up to 1 year after the initial purchase. After the indicated return date, the agreement expires and NBP will not buy back the bicycle. The buyer can extend the return date by contacting NBP by email or during Open Shop times, but only up to 1 year after the initial date of purchase of the bicycle.
2. Only bikes that are priced at \$100 or less can be purchased in the Buy-Back Program.

3. For the buy-back price offered by NBP to be valid, the bicycle must be in the *same or better* condition than it was originally sold in. Bicycles with reasonable wear and tear (including tire and brake pad wear) will be accepted. If any additional damage is found, the buy-back price will be reduced accordingly.
4. After purchasing the bicycle, the buyer becomes full owner of the bicycle and all of its parts. NBP makes no warranty, expressed or implied, as to the continued safety of our bicycles after they leave NBP's premises. The recipient understands that NBP volunteers and employees are not responsible for any personal injuries, death, property damage or loss. Owners use the bicycles at their own risk and agree not to hold NBP responsible.
5. Bicycles sold may need repairs; owners are responsible for performing the repairs with assistance of NBP volunteers. Instruction in the use of bicycles will not be provided and participants affirm that they are familiar with the use of a bicycle, and that they have tested and checked the satisfactory working condition of the bicycle.
6. All persons may participate in the Buy-Back Program without regard to race, color, sex, gender, sexual orientation, national origin, disability, religion, creed, ancestry, or familial status. Those under the age of 18 will need parent or guardian approval. NBP also reserves the right to decline to accept or retain any person to participate in the Buy-Back Program due to circumstances beyond the control of NBP.
7. Bicycle owners accept the following conditions:
  - a. Bicycling is an inherently dangerous activity and thus proper precaution must be taken.
  - b. Bicycle owners are required to wear a helmet while cycling.
  - c. Owners understand that bicycles are sold without safety devices such as bells (and so must use other signals while bicycling).
  - d. Bicycles must be maintained properly to remain in safe condition.
  - e. Owners agree to not use the bike improperly and abide by all national and local rules of the road while using the bicycle/s, including the laws forbidding cycling while under the influence of alcohol and cycling while using a cellular phone. Owners are responsible for paying for any infraction of the United States of America rules of the road, including any costs resulting from impoundment and subsequent retrieval of the bicycle/s.
  - f. Any dispute resolution must occur in a court under the State of Delaware jurisdiction.