

Motorcycle Rental Agreement Terms and Conditions, Part 2

Rates:

\$99 1st day includes 3-hour practice with instructor.

\$39 per day for 2nd through 6th day.

\$294 Best Deal: 3-hour practice session plus one week rental.

1. Definitions. "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the independent business named on the reverse side of this Agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid motorcycle driver's endorsement and, is at least 21 years of age unless the age restriction is changed elsewhere in this Agreement. "Vehicle" means the motorcycle identified in this Agreement and any motorcycle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "CDW" means Collision Damage Waiver.

2. Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.

4. Responsibility for Vehicle Damage or Loss; Reporting to Police. Except for ordinary wear, you are responsible for: (a) physical and mechanical damage to the Vehicle resulting from collision up to the fair market value of the Vehicle as determined in the customary market for the sale of the Vehicle, regardless of the cause of the damage; (b) loss due to theft of the Vehicle up to its fair market value, provided that you failed to exercise ordinary care while in possession of the Vehicle; (c) physical damage to the Vehicle up to its fair market value, as determined in the customary market for the sale of the Vehicle, resulting from vandalism occurring after, or in connection with, theft of the Vehicle, provided that you have responsibility for theft of the Vehicle; (d) physical damage to the Vehicle up to a total of \$500 resulting from vandalism unrelated to a theft of the Vehicle; (e) actual charges for towing, storage and impound fees paid by us if you are liable for damage or loss; and, (f) an administrative charge that includes the cost of appraisal and all other costs and expenses incident to the damage, loss, repair, or replacement of the Vehicle. You must

report all accidents, theft and vandalism to us and the police as soon as you discover them.

5. Collision Damage Waiver. If you purchase CDW, we will waive our right to collect from you for damage to the Vehicle. We will not waive this right if any Authorized Driver provided fraudulent information to us, or if any Authorized Driver provided false information to us and we would not have rented the Vehicle if we had received true information, or if damage to the Vehicle is caused by: (a) your intentional, willful, wanton, or reckless conduct; (b) operation of the Vehicle under the influence of drugs or alcohol in violation of Section 23152 of the California Vehicle Code; (c) towing or pushing anything; (d) operation of the Vehicle on an unpaved road and the damage is a direct result of the road or driving conditions; (e) use of the Vehicle for commercial hire; (f) use of the Vehicle in connection with conduct that could be properly charged as a felony; (g) a speed test or contest, or driver training activity; (h) operation of the Vehicle by a person other than an Authorized Driver; or, (i) operation of the Vehicle outside the United States.

6. Insurance. You are responsible for all damage or loss you cause to others. If you have insurance, you agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required the law of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll fines, penalties, citations, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the Vehicle, unless these expenses are our fault; (g) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean than when rented.

8. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement.

9. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

12. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

The Real MBA Motorcycle California 042505

You are responsible for all collision damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, towing, storage, and impound fees. Your own insurance may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company to find out about your coverage. You authorize up to \$2000 on credit or debit card as the deposit.

(page edited 06.02.11)