

# MOTORCYCLE RENTAL AGREEMENT

This Motorcycle Rental Agreement ("Agreement") is made and entered into as of \_\_\_/\_\_\_/\_\_\_, between American Motorcycle Adventures, LLC with an address of 138 East 12300 South, Ste-C-525, Draper, UT 84020 ("Owner"), and the "Renter"

**Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, County, Zip, Country:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Email:** \_\_\_\_\_

**Driver's License #:** \_\_\_\_\_ **State:** \_\_\_\_\_

Owner rents to Renter Motorcycle and Renter rents from Owner Motorcycle, subject to the terms and conditions of this Agreement:

Motorcycle Make and Model (check al that apply)

- 2013 BMW F800GS (Vin #
- 2013 BMW F800GS (Vin #
- 2009 Kawasaki Vulcan Voyager (Vin #
- Make: \_\_\_\_\_ (Vin#

1. **Rental Period:** Owner agrees to the rent Motorcycle for the following period:

Start Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_.

2. **Payment.** Renter shall pay \$\_\_\_\_\_ for use of the Motorcycle for 24 hours.

A fee of \$50/hour shall apply for vehicles returned late. Renter is personally responsible for any accident, theft, damage to property or people and other costs that may arise as a result of late returns and/or returns past the insurance expiration.

3. **Cancellation.** Renter acknowledges and agrees to the following cancellation policy:

- a. Cancellations made more than 45 days in advance will be refunded 100% minus a \$25 service charge.
- b. Cancellations made 30-45 days in advance will be refunded 75% minus a \$25 service charge or credited in full for a reservation within one year.
- c. Cancellations made less than 30 days of reservation are non-refundable.
- d. There will be no refunds for bad or inclement weather.
- e. All cancellation requests must be made in writing by the renter and are not effective until acknowledged by the owner.

4. **Security Deposit.** A security deposit of \$ 1,000 will be taken at time Renter picks up Motorcycle. Security deposits must be processed via a valid credit card. Renter has been informed that that his/her credit card, up to the amount of the Security Deposit, may be

**Renter's Initials:** \_\_\_\_\_

set aside or reserved by the credit card and Renter consents to the setting aside of that amount. Renter's signature on this Agreement authorizes Owner to charge the credit card for any of the following purposes:

- a. All fines, penalties, forfeitures, court costs and other expenses (including but not limited to recovery of expenses for parking, traffic and violations, including storage liens and charges), that may be assessed against Owner but which are due by reason of Renter's possession or operation of the Motorcycle.
  - b. Owner's costs, including reasonable attorneys' fees and court costs through trial and appeals incurred in collection of any and all charges due from Renter to Owner pursuant to this Agreement.
  - c. Unless the Motorcycle is stolen or destroyed, fees associated with the late return of the Motorcycle and fees associated with refueling the Motorcycle.
  - d. Renter will be charged \$250 for loss of keys or damage to keys.
  - e. Costs associated with physical or mechanical repairs to the Motorcycle as a result of Renter's possession or operation of the Motorcycle.  
Owner retains all rights to pursue legal action to collect fees, costs and expenses associated with Renter's use and operation of the Motorcycle that exceed the Security Deposit of \$1,000.
5. **Fuel.** Fuel costs are client's responsibility. If the Motorcycle is returned with less than a full tank of gas, a \$5.00 per gallon charge will apply. Such charge will be applied against Renter's security deposit. **Only unleaded premium 91 Octaine or higher gas shall be used for the Motorcycle.**
6. **Safety Equipment.** Renter acknowledges that he/she has received the following safety and/or other equipment from Owner:
- Helmet
  - Jacket
  - Other: \_\_\_\_\_

**7. Use of Motorcycle.**

- a. Renter acknowledges that he/she is at least 21 years of age and in sound medical condition.
- b. Renter acknowledges that he/she possess a valid Motorcycle Class Driver's license that qualifies him/her to operate a motorcycle in his/her permanent state or country of residence.
- c. Renter represents and warrants that he/she will be the only person to operate the Motorcycle.
- d. Renter represents and warrants that he/she will not operate the Motorcycle unless wearing a DOT Certified Helmet.
- e. Renter represents and warrants that he/she will not operate the Motorcycle under the influence of an alcoholic beverage or controlled substance including

**Renter's Initials:** \_\_\_\_\_

prescription or nonprescription medication which would impair his/her ability to operate the Motorcycle safely.

- f. Renter represents and warrants that he/she will not operate or transport the Motorcycle outside the Continental United States or Canada.
- g. Renter represents and warrants that he/she will comply with all laws, ordinances and government regulations relating to the use and operation of the Motorcycle and that it is Renter's responsibility to know the applicable laws, ordinances and government regulations.
- h. Renter represents and warrants that he/she will check the motorcycle engine oil level each time he/she refuels.
- i. Renter represents and warrants that he/she has received an orientation in the use of the Motorcycle from the Owner. Renter represents and warrants that he/she will operate the Motorcycle pursuant to the instructions from the Owner.
- j. Renter represents and warrants that he/she will keep the Motorcycle locked while unattended.
- k. Renter represents and warrants that he/she will report any mechanical failures to Owner immediately by contacting Owner at **(801) 367-7964**. Renter shall not service or repair the Motorcycle, or replace any part or accessory without Owner's prior approval or such action is at Renter's own risk and expense.
- l. Renter represents and warrants that if Renter is involved in an accident involving the Motorcycle, Renter will call 911, notify the police and Owner immediately. If Renter is involved in accident Renter acknowledges that Motorcycle will not be replaced and this Agreement will automatically terminate without refund, unless a traffic citation has been issued to the driver of another vehicle or to a person other than Renter.

**8. Prohibited Uses.**

- a. Renter agrees not to permit the Motorcycle to be used by anyone other than the Renter.
- b. Renter agrees not to carry passengers or property for hire.
- c. Renter agrees not to tow or to be towed.
- d. Renter agrees not to operate the Motorcycle for any illegal purpose, including transportation of a controlled substance or contraband.

**9. Disclaimer.**

Owner does not make any representation or warranty whatsoever with respect to the Motorcycle, including but not limited to its design, capacity, condition or fitness for use or for any purpose.

**10. Return of the Motorcycle.**

Renter will return the Motorcycle on the date and time indicated above, in the same condition as when received, ordinary wear and tear from proper use excepted.

**Renter's Initials:** \_\_\_\_\_

Motorcycles not returned within four (4) hours of the return time will be reported to the Police as stolen if Renter does not notify Owner of the delay.

**11. Waiver of Liability.**

Renter releases, waives, discharges, covenants not to sue and agree to hold Owner and each of Owner's respective directors, officers, employees, agents, affiliates and assigns (Collectively, "Released Parties"), harmless from and against any and all claims, damages, losses, liabilities, legal proceedings, penalties, fines, or other sanctions that may accrue against any released party either directly or indirectly arising out of or relating to the rental or operation of the Motorcycle by Renter or any other person. This waiver and release will include, but not be limited to, any injury, damage or loss to Renter's person or property which may be caused by any act, or failure to act, of any released party, or sustained by Renter before, during or after the rental. This waiver and release does not release Owner from any liability that is caused by Owner intentional misconduct or from any other liability that cannot be effectively released by Renter under applicable law.

**12. Damage to Motorcycle.**

In the event Motorcycle is stolen or damaged irrespective of Renter's negligence or intentional misconduct, Renter will pay Owner the fair market value before theft or damage. If Renter believes loss is covered by Renter's insurance, Renter shall provide Owner Renter's Insurer and Policy Number. Renter authorizes Owner to collect the loss directly from the Insurer. Renter also authorizes Owner to collect the loss directly from a Third-Party responsible for the loss

**13. Liability Insurance.**

Anyone operating the Motorcycle as permitted by this Agreement will be required to obtain liability insurance. Insurance can be obtained from **MBAmotorcycle.com**. **Owner's policy number is XXXXX**. Renter must obtain insurance and provide proof of purchase to Owner prior to Renter taking possession of the Motorcycle. Additional insurance policies are available at MBAmotorcycle.com and are the sole responsibility of the Renter.

**14. Indemnification.**

Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss of liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Vehicle by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. In no event shall Owner be responsible for any indirect, special or consequential loss or damages arising from Renter's use of Vehicle, including but not limited to loss profits and loss revenue, even if informed of such damages. The provisions of this Paragraph shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

**15. No Assignment.**

Renter will not sell, transfer, assign or sublease any of Renter's interest in this Agreement.

**16. Personal Information.**

**Renter's Initials:** \_\_\_\_\_

Renter understands that the personal information Renter has disclosed to Owner will be collected and stored by Owner and Owner's affiliates. By signing this Agreement, Renter consents to Owner or Owner's affiliates to processing Renter's information and further consents to Owner or Owner's affiliates using Renter's personal information for various purposes, including direct marketing activities. Renter may request that Owner not use Renter's information for direct marketing activities if Renter sends Owner a written request to that effect.

**17. Severability.**

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

**18. Entire Agreement.**

This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

**19. Jurisdiction.**

Renter consents to the jurisdiction to the State of Utah, Superior Court of Utah for all matters arising out of this Agreement. This Agreement is bound by the Laws of the State of Utah.

**20. Counterparts.**

This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

With my signature, I attest that I have read, agreed to, and agree to abide by all terms and conditions set forth in the above Motorcycle Rental Agreement with American Motorcycle Adventures, LLC.

\_\_\_\_\_  
Renter Signature and Printed Name

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Renter's passenger Signature and Printed Name

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**Renter's Initials:** \_\_\_\_\_

## Renter Information Sheet

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Motorcycle Driver's License #: \_\_\_\_\_

Driver's License Issuing State: \_\_\_\_\_

Insurance Policy #: \_\_\_\_\_

**Renter's Initials:** \_\_\_\_\_