

Motorcycle Rental Agreement

This Motorcycle Rental Agreement is made between _____ (“Renter”) and CCC Coetzee on behalf of SA Motorcycle Adventures (“Owner”). Owner and Renter may also be referred to as “Party” in the singular or “Parties” in the plural.

Owner: CCC Coetzee	Renter: _____
Address: Main Road, Garies	Address: _____ _____
Cellular: +27 82 788 2152	Cellular: _____
ID NR: 6711185142086	Passport Nr: _____

This agreement is subject to the following terms and conditions:

Rental Vehicle (“Motorcycle”)

Owner hereby agrees to rent to Renter the following Motorcycle:

Make: _____ Model: _____ Year: _____

Registration Number: _____ Mileage: _____

Existing Damage to Motorcycle:

The Parties acknowledge the existing damage to the Motorcycle as noted below:





Term:

Owner agrees to rent Motorcycle to Renter for the following period:

Start date: _____ End date: _____

This Agreement shall commence on the day the Renter takes possession of Motorcycle and remain in full force and effect until the End Date and the Motorcycle is returned to Owner. Renter shall return Motorcycle to the agreed return location. If Motorcycle is not returned on End Date, Owner reserves the right to take any action necessary to regain possession of the Motorcycle. Owner reserves the right to terminate this agreement earlier upon notice to the Renter.

Mileage limit:

No mileage limit

300kilometers/day

Rental Fees:

The Renter hereby agrees to pay the Owner for use of the Motorcycle as follows:

\$ _____ per day;

\$ _____ per kilometer excess mileage;

\$ _____ Deposit. Owner shall retain this deposit to be used, in the event of loss of or damage to the Motorcycle during the term of this Agreement, to defray fully or partially the cost of necessary repairs or insurance excess. In the absence of damage or loss, said deposit shall be returned to the Renter;

Recovery of motorcycle in case of accident calculated at \$0,35/km from drop off point; Unless due to the fault of the Owner, all fines, penalties and traffic violations.

Owner Warranty:

The Owner represents that to the best of his knowledge and belief that the Motorcycle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

Condition of Motorcycle:

Renter acknowledges that Renter has examined the Motorcycle and that it is in good condition except as otherwise specified.

Restriction on Use:

Renter shall not allow any other person to operate the Motorcycle, operate the Motorcycle in violation of law, including but not limited to driving under the influence of alcohol or drugs; Renter shall not operate the Motorcycle for any race, test or contest.

Repairs and Damages:

Parts and accessories shall not be replaced or repaired without Owner's prior consent. In the event Renter is in an accident, has an incident or if Motorcycle is subject to theft or vandalism Renter shall report the accident or incident to Owner as soon as practicable.

Indemnification and Liability:

Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability for any property damage or personal injury arising from Renter's use of Motorcycle by any cause, except to the extend caused by Owner's negligence or willful

misconduct. In no event shall Owner be responsible for any direct, special or consequential loss or damages arising from Renter's use of Motorcycle, including but not limited to loss profits and loss revenue even if informed of such damages or possibility of such damages. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

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.

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.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Owner

Renter

Printed name:

Printed name:

Signature:

Signature:

Date:

Date: