

RENTAL CONTRACT TERMS AND CONDITIONS

1. RESERVATIONS: A customer (referred hereafter as “rider” or “riders” in all the points of this contract) may send 10% of the total price as a booking (reservation) deposit via PayPal or bank order, but is not obligated to do so. A rider is required to send a 10% deposit, however, in the case of multiple customer requests for the same dates. The remainder can be paid by cash/Visa/Mastercard/AmEx on the rental date at MotorbikeVenture’s (MV) place of business. MV reserves the right to change a model in the same category displacement or upgrade a model (at no additional cost to the rider) due to unforeseen operational reasons.

2. SECURITY DEPOSIT: An amount from 590,- € to 980,- € must be blocked on the rider’s embossed credit card or brought in cash in CZK or Euros when picking up a motorcycle. The security deposit will be returned upon inspection of the motorcycle. Any damages will be deducted.

3. PAYMENT: Riders can pay the rental fee in cash in CZK or Euros, or by bank transfer, or by an embossed Visa/Mastercard/AmEx at MV’s place of business. If paid by card, the total amount will be converted to CZK, based on the exchange rate on the rental date.

4. RENTAL RATES: Our motorbikes are equipped with hard-side cases or leather side bags and/or roll bags or top cases (depending on the model), a security lock, and insurance (point nr. 6). The rental rates include usual wear and tear, but not dents or scratches, which will be deducted from the deposit.

Motorcycles cannot be returned later than 21:00; if returned later, an extra fee may be charged.

The rider will pay a fuel service charge if he or she returns the motorcycle with less fuel than when rented. This charge will be 20,- €. The rider acknowledges that the fuel service charge is not a retail sale of fuel.

5. CANCELLATIONS and REFUNDS: If a cancellation is made more than 30 days prior to the rental date, only 50% of the reservation amount will be returned. If a cancellation is made less than 30 days prior to the rental date, the entire reservation deposit forfeits to MV.

6. INSURANCE: All motorcycles are fully insured for legal riding all across Europe.

Third-Party Liability Insurance -- statutory insurance of liability for damage caused by motor vehicle operation -- covers 100% of the damages (up to 35,000,000 CZK) to a victim.

A rider crashing a motorcycle through his or her own fault pays the difference between the insurance compensation and the actual damage costs (only up to the security deposit sum).

MV has the right to hold the security deposit until an accident is legally resolved.

7. DAMAGES: If a motorcycle is damaged through the rider’s own fault or in case of vandalism, MV will evaluate the cost of damage and bill the rider accordingly (up to the amount of the security deposit).

The insurance shall not apply to damages caused to the insured vehicle by willful misconduct of the rider. In such cases, the full damages will be legally claimed.

8. LOSS OF MOTORCYCLE: If the motorcycle is stolen, it is the rider’s responsibility to notify MV and the police in the corresponding country and obtain a police report.

9. ROADSIDE ASSISTANCE: MV is responsible for the technical condition of its motorcycles. If a motorcycle breaks during operation, MV will deliver a spare motorcycle to the rider or will pick up the rider or find other transport back to our base, depending on the rider’s will and MV’s capabilities at that moment. The rider pays any fees related to roadside assistance only if the motorcycle is damaged by his fault or in the case of puncture. This does not include repair fees, which will be taken out of the security deposit.

10. RIDERS: Riders must have a valid motorcycle driver’s license (a national driver’s license at least). A photocopy of the rider’s passport and national or international driver’s license will be made at our office. Only riders who sign the rental agreement are allowed to operate the motorcycle. Passengers should be at least 15 years of age. Helmet use is required by law in all European countries.

11. SPEEDING AND OTHER VIOLATIONS: Riders are responsible for any violations of road rules. That means that if any fine is received by MV, the rider’s documents (copy of ID, passport, etc.) will be forwarded to the Czech or foreign authorities.

12. LIABILITY: MV is not responsible or liable for any accidents and/or bodily injury or death resulting from the use of our motorcycles. All motorcycles are in good working condition and are certified by the State Technical Control (STK).

13. PROHIBITED USES OF THE MOTORCYCLE: The rider may not allow any other person to ride the motorcycle. A motorcycle cannot be used for any activity other than normal riding. It may not be used to tow or push anything. It cannot be used in a test, race or contest, or to instruct an unlicensed person in its operation. The motorcycle cannot be used under the influence of alcohol or any controlled substance, or any prescription or nonprescription drugs that could impair the rider’s ability to operate the motorcycle. The motorcycle cannot be used for any illegal purpose, including the transportation of a controlled substance or contraband. Any violation of this paragraph makes the rider liable to MV for all fines, penalties, forfeitures, liens and recovery and storage costs, including all related legal expenses.

14. CORRECTIONS: MV reserves the right to correct printing errors or omissions at any time. Invalidity of certain items does not lead to the invalidity of this entire agreement. Any change of this contract is valid only when confirmed in writing by MV.

15. FINAL PROVISIONS: The contracting parties have stipulated that matters not governed by this Rental Contract shall abide by the correspondent provisions of the Civil Code and the Civil Procedure Code of the Czech Republic. This Rental Contract is an expression of their true and free will, and it has been concluded without restraint, seriously, and not under pressure or inconvenient conditions. This Rental Contract will be undertaken in two originals -- one for MV and one for the rider.

Date:

MotorbikeVentures signature:

Customer’s signature: