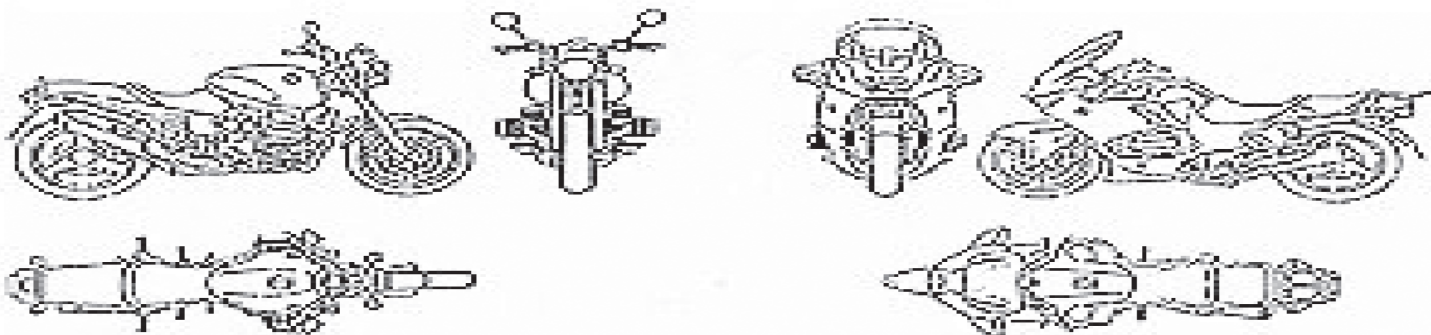


MOTORCYCLE RENTAL AGREEMENT



Type of Motorcycle:	Renter's Name:
License Plate #:	Address:
Check Out Date:	City\Province\Postal Code
Check In Date:	Driver License#\Category:
Renters Cell#:	Issued By:

- 1) I, the renter, have checked the vehicle with the Rental Agent and understand that I will be held responsible for all damages and losses other than mechanical breakdown, caused during the time of rental.



1- Scratch 2- Paint Damage 3- Dent 4- Glass Damage 5- Cracks 6- Miscellaneous 7- Other

Notes: _____

- I, the Renter, remain responsible for all damage to or loss of the Vehicle. I hereby authorize the Renter to charge my credit card on the file for any damage that occurs to the motorcycle during the rental period up to the fair market value. 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.
- By initialing here I understand and agree that protective riding gear must be worn at all times while operating the motorcycle. Protective gear is defined as the following: helmet, eye protection, boots, knee guards, elbow guards, and chest protector or equivalent
- By initialing here I indicate that I have medical insurance
- I agree to immediately notify the Renter if I feel any aspect of the vehicle to be unsafe, I will operate the motorcycle with reasonable precaution for the safety of myself, others, the equipment and the environment and will at all times comply with the Motor Vehicle Regulations for and in each province\state in which I travel
- The Renter reserves the right to terminate any rental agreement at any time without notice or refund if the Renter feels the vehicle is operated against the terms of the agreement in a manner that is unsafe to renter or others. Age(21 and under) and license restrictions waived. Age of rider _____.
- Rental Agent Authorization: _____
 By signing below you acknowledge that you have been given the opportunity to read the Terms and Conditions of the Agreement before being asked to sign. Your signature allows the Renter to submit a credit card voucher on your name for all rental charges arising out of this transaction.

Signature of Renter: _____ Print Name _____ Date _____



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Motorcycle Rental Agreement Terms and Conditions

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 license and, is at least 21 years of age unless the age restriction or driver's license requirement is changed elsewhere in this Agreement. "Vehicle" means the motorcycle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents

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 the Renter 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. 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 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 the police and us as soon as you discover them.

5. We will not waive our right to collect from you for damage to the Vehicle 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 the State Vehicle Code; (c) towing or pushing anything; (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 Canada or the United States.

6. Insurance. You are responsible for all damage or loss you cause to others. 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 by the law of the province 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) 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; (b) \$50, plus \$1/km for every km between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (c) all costs, including pre- and post-judgment attorney fees, we incur collecting payment



MOTORCYCLE RENTAL AGREEMENT

from you or otherwise enforcing our rights under this Agreement; (d) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (e) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason.

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. Protective Gear. You understand you must wear helmets and protective riding gear at all times while using or operating the Vehicle. Our insurance does not cover injury to you. You will operate the Vehicle with reasonable precaution for the safety of yourself, others, the equipment and the environment and will at all times comply with applicable State and County motor vehicle laws and regulations. It is your responsibility to ensure that the Vehicle can legally be operated in the areas where you use the Vehicle. You agree not to use the Vehicle in competitive events, or demonstrations.

13. 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.

14. Lawsuit. In the event that I file a lawsuit against the Renter, I agree to do so solely in the Province of Ontario. I agree that if any portion of this agreement is to be found void or unenforceable, the remaining document shall remain in full force and effect.