

RIDE ATITLAN

RENTAL AGREEMENT

This Motorcycle Rental Agreement is effective as of the date of signature, and is made between ("The Owner") Ride Atitlan, and ("The Renter"). The Owner rents to The Renter and The Renter rents from Owner, subject to the terms and conditions of this Agreement:

Rental Specifics:

Motorcycle Rented: _____

Duration Of Rental: (Days/Weeks/Months) _____

From (Date) to _____

Price Of Rental USD _____ / Quetzales _____

Security Deposit Amount: USD / Quetzales _____

Optional Insurance (\$7/day) : _____

Renters Name: _____

Renters Passport # _____

Renters Address: _____

Renters Phone / Email: _____

The Fine Print Summary

1) We Ride Atitlan “The Owner” is not liable in any way in the event of injury to “The Renter.” In other words, you ride at your own risk.

2) In the event of damage to the motorcycle requiring repairs, if The Renter has refused our insurance coverage, The Renter will be liable to all costs associated with repairs. If our insurance is chosen, any and all damage to the motorcycle will be covered.

We’re an honest business and strong believers in karma, so we promise that any potential repairs will be charged at the standard fair rate. Any repair costs incurred will be deducted from your security deposit.

3) If the motorcycle is lost or stolen, your security deposit is void, and we retain the rights to it.

4) Don’t sell our bikes or let them get stolen. Please take good care of them. Thanks!

5) Let’s all have a good time, ride safe, and enjoy some of the best riding roads Lake Atitlan has to offer!!!

The Real Fine Print

1 . Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney’s fees

and expenses of litigation) for any property damage or personal injury arising from Renter’s use of Equipment by any cause, except to the extent caused by Owner ’s gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER ’S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

2 . Security Deposit. In addition to the fees listed in Section 2, Renter shall pay a deposit of \$ _____ at the time this Agreement is signed. Owner may use the deposit to cover any amounts due under this Agreement. The deposit will be refunded in full following the return of the rental in the same condition it was received in.

3. Care of Equipment. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner ’s instructions or manuals.

4. Repair and Alterations. The costs of all repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner’s prior consent.

5. Restrictions on Use. Renter shall not: Ride with more than 2 passengers & 1 dog. Ride into Lake Atitlan. Attempt to paraglide after jumping motorcycle off a cliff.

- a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
- b) operate or use the Equipment or permit it to be operated or used in violation of law;
- c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

6. Loss or Damage. Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment’s value caused by damage to it or repair to it and missing equipment.

7. Return of Equipment. Renter shall return Equipment on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to the agreed return location. If Equipment is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Equipment.

8. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

9. Ownership. Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

10. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

11. 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.

12. 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.

13. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

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

The Owners Name Printed

Date

The Owners Signature

The Renters Name Printed

Date

The Renters Signature
