

## Motorcycle Lease Agreement

**Definitions: "Agreement"** means that all terms and conditions that are found in this form/ document. The **"Client"**, "Client(s)" or "You" & "Your" meaning the person identified as the renter or lessee and on the reverse, any person signing this Agreement, any Authorized Driver any person or organization to whom charges are billed by us at its or the Client(s) direction. All persons referred to the previous are jointly and severally bound by this Agreement. The **"Company"**, "Lessor(s)", "Us", "We", & "Our" means; **Colombia Motorcycle Rental & Tour Co.**, Legally Represented as, **SG Enterprises CO SAS, NIT: 901.567.840-2**, a legal organized Sociedad por Acciones Simplificada (SAS), organized under the laws of The Republic of Colombia. **"Authorized Driver"** means the renter and any additional driver that accompanies the "Client", provided that each such person has a valid motorcycle driver's license and will be held 100% liable while operation of the "Vehicle". **"Motorcycle"** or "Vehicle" means the accessories, equipment, gear, keys, vehicle documents, motor and the actual motorized/ mechanized transport device itself. **"CDW"** means Collision Damage Waiver. **"Physical Damage"** means damage to, or loss of, the Vehicle(s) caused by a collision or upset; it also includes comprehensive damage, such as damage to, or loss of, the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. **"Loss of Use"** means the loss of our ability to use the Vehicle for any purpose due to damage to it during the rental period or after while the Vehicle is in possession of the Client. Loss of use is calculated by 90% of the purchase value of the Motorcycle.

**The Agreement:** By Agreeing to this contract, the **Client** accepts the contents of this contract and the terms, conditions, rates in force and published in this document as well as the laws on leasing in The Republic of Colombia.

**Falsifying Documentation:** Using false identification for any reason, including gaining access to a licensed vehicle when underage, or signing out a key, is prohibited, and may result in referral to the police and the legal process. Using false identification for any reason is prohibited and may result in referral to The Colombian Authorities and eviction.

**Rental Warranty:** This is a contract for the rental of the Vehicle. The Company 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. The Client agrees 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.

**Terms and Conditions on the Return of Vehicle:** The Client must return the Vehicle to our rental office or other location we specify, on the date and time specified in communications with the client, and in the same condition that you received it. The Vehicle remains our property and failure to return it on the agreed date may constitute larceny. If the Vehicle is returned after closing hours, you remain responsible for the custody of, and any damage to, the Vehicle until we inspect it upon our next opening for business. 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 in the vehicle as well.

**Vehicle Parking & Night Riding:** While under contract, the client is responsible to park and lock the rental vehicle in covered and secured parking areas at all times. At no time shall the vehicle be left unattended or in the street unlocked. All night riding is strictly prohibited past 8:00 pm Colombia Standard

Time. We recommend that vehicle(s) be securely parked before sunset (please inform us if this could be an issue and make sure you confirm this with the Company before riding at night for security purposes). **Vehicle Damage & Loss Responsibilities:** Reporting to Police. The Client is responsible for all damage to or loss of the Vehicle, including the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if We elect not to repair it, whether or not you are at fault. You are responsible for theft of the Vehicle, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

**Collision Damage:** By signing and agreeing to this agreement /document you take sole responsibility for any damage to the vehicle. Depending on the extent of damage a portion of or all of the security deposit/ pre-authorization shall be used for repairs. If the damage to the vehicle is more than the security deposit or pre-authorization, further payment may be required and requested. The deposit may be charged if: (a) is caused by anyone who is not an Authorized Driver, or by anyone whose motorcycle driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or nonprescription drugs or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Vehicle is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation

of law, other than a minor traffic violation; (e) occurs while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; (f) occurs while carrying dangerous or hazardous items or illegal material in or on the Vehicle; (g) occurs outside the geographic limitations indicated on the reverse; (h) occurs as a result of driving the Vehicle on unpaved roads; (i) occurs and the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) occurs as a result of your willful, wanton or reckless act; (l) occurs and you fail to summon the police to any Vehicle accident involving personal injury or property damage.

**Insurance:** The Client is responsible for all damage or loss you cause to others. The driver and the passenger are covered by Seguro Obligatorio De Accidentes de Tránsito SOAT which is required by law. We also offer separate tour, rental & rescue insurance policies (please contact us for more details).

**Charges:** The Client will pay The Company, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable sales, use and other taxes (f) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50.00 USD for each such charge; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre and post judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement.

**Deposit & Pre-Authorization Payment:** We, The Company may use your deposit or Pre-Authorization to pay any amounts owed to us under this Agreement. You understand that you will remain liable for charges that exceeds your deposit or Pre-Authorization. The Pre-Authorization Payment or Deposit Amount consists of \$500.00 USD that will be returned to you after we verify that your credit card does in fact have above the \$500 USD limit in case of an emergency, damage or violation.

**Your Property:** You, The Client release to 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.

**Prohibited Uses:** The Client understands that the acts listed in paragraph 5, above, are prohibited uses of the Vehicle and constitute a breach 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 any of the terms of this Agreement.

**Assumption of Risk:** The Client understands that you are participating in an activity with possible risks to yourself and others, including the risks of death, serious bodily injury, and property damage. You are responsible for the safety of yourself and any guests you may have on the vehicle. You hereby state, that to the best of your knowledge, you are in good physical and mental condition, and understand the vehicle safety procedures. You voluntarily assume all risk of accident or damage to your person or property which may be incurred from or be connected in any manner with your use, operation or rental of the vehicle.

**Liability Release:** The Client hereby release us "The Company", our officers, directors, employees, representatives and agents, from all claims, demands, actions and from all liability for damage, loss or injury (of whatever kind, nature or description) that may arise out of, or you may sustain, in connection with your use, operation, or rental of the vehicle. You further agree to indemnify and hold us harmless, as well as our officers, directors, employees, representatives and agents, from all claims, demands, actions, causes of action, including attorney's fees, expenses and costs, of yourself or of third parties (of whatever kind, nature or description), which may arise out of, or in any manner connected with, or caused by your use or by your guests or agents, or operation or rental of the vehicle. This release and indemnification shall be binding upon your heirs, administrators, executors, and assigns.

**Modifications:** The Client agrees that 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 a written amendment by us of the due date. This Agreement constitutes the entire agreement between you and The Company. All prior representations and agreements between you and The Company regarding this rental are void.

**Miscellaneous:** A waiver by The Company 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. You agree that this Agreement and any dispute arising therefrom, as well as any dispute arising from your operation or use of the Vehicle, shall be determined by the courts of the Republic of Colombia as well as if needed, The Clients Country of Origin, if Needed. This Agreement is governed by the laws of the Republic of Colombia. **IN NO EVENT SHALL OWNER "COMPANY" BE LIABLE 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 THE POSSIBILITY OF SUCH DAMAGES.** 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.

**Visual Content, Media, Images, Social Media:** The Client herewith agrees that all "Visual Content" (e.g. but not limited to, photographs, moving images, animations, films, videos or any other audio/visual representations) taken before and during a tour or rental can be used by Colombia Motorcycle Rental & Tour Co. (SG Enterprises CO.) privately as well as commercially at their full discretion. The Client herewith grants The Company the right to use, modify and reproduce Visual Content Worldwide. The Client agrees that Visual Content can be used, displayed, stored and published by Colombia Motorcycle Rental & Tour Co. (SG Enterprises CO.) on any media (e.g. but not limited to social media, posters, advertisement) at their own discretion even if you can be personally identified in the Visual Content.

**Please read this Agreement carefully before you agree or sign it. If you do not understand any provision of this Agreement, you should not sign the document until you obtain clarification of the provision you do not understand.**

**BY AGREEING OR SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES.**

**Motorcycle Handover Agreement Policy:** The following sheet outlines a few of the responsibilities you have in caring for our equipment during your rental. Unlike many other companies, we DO NOT charge or request a security deposit prior to the handover of the vehicle. We loan you our motorcycles in good faith and rely on the honesty of our clients that any damage will be resolved at the end of the rental period. Please read and understand the following, and feel free to ask our team for clarification of any of the following points.

**Traffic Violations:** Speed and red light cameras are everywhere here in Colombia. We ask that you accept responsibility for the payment of any offenses during your rental period, of which you will be notified through email and asked to rectify through PayPal or credit card or payment link. Fines will normally arrive within 1-3 weeks, but can take up to 3 months for us to receive.

**Speeding Violations and Traffic Fines:** Violations can range from \$125 USD and upwards, depending on how far over the limit and the offense location. The Client will be held liable to all speeding and any traffic fines, **INCLUDING PICO Y PLACA** across Colombia where these riding restrictions are being monitored by cameras. Again, all violations will be enforced and charged to the Client when the Company receives these violations/ fines, billing questions can be made to [info@colombiamotorcycltour.com](mailto:info@colombiamotorcycltour.com). Please feel free to reach out to us before, during or after your rental periods if you have any doubt about traffic violations that you may have incurred during your contract rental agreement term. Deposits will be processed for return within 2-3 business days to verify you are clear of violations. If we receive a violation after the return of your deposit we will be in contact with you for the reimbursement & processing amount.

**Towed Motorcycles:** Please pay attention to where you park throughout Colombia, just because someone may say it is safe to park somewhere, it **DOES NOT** mean it is legally correct. It is always a good idea to speak to a transit or police officer and to park in private covered parking at all times. Please be aware that theft is very common here and Colombia and you are 100% liable for theft if it occurs. In the rare circumstance your motorcycle gets towed, get in contact with The Company immediately. We will do everything we can to retrieve the motorcycle if towed, lost or stolen.

**Stolen, Lost or Totaled Motorcycles:** Under these contract terms and conditions, the client or anyone signing this contract will be held 100% liable and responsible for any stolen, lost or totaled motorcycle. This means that whether the motorcycle is lost, stolen or considered a complete loss in case of an accident, the client will be held 100% responsible for the replacement of the original purchase value of the motorcycle and nothing less. **Note:** Motorcycles are only equipped with (SOAT) Mandatory Transit Insurance.

**Damages to Vehicles, Motorcycles, Equipment & Gear:** Your motorcycle and equipment will be inspected for damage upon return and you will be asked to pay for any damage beyond normal wear and tear. Indicative pricing of common damages are below. We are very fair with our damage quotes and if they are less than the prices quoted below we will only bill you based on the labor and part costs as well as the time it takes to repair the broken item.

**Repair Cost Structure:** (all prices are subject to change)

- Mirrors (cost per mirror): \$50.00 USD
- Brake Levers: \$50.00 USD
- Handlebar Mounts: \$250.00 USD
- Clutch Levers: \$50.00 USD
- Handlebars: \$250.00 USD
- Indicators - lights (cost per light): \$100.00 USD
- Hand Grips: \$50.00 USD
- Scratched Plastics: \$50.00 USD
- Broken Plastics Parts:
  - \*Each Damaged Plastic Location: \$100.00 USD
  - \*Headlight Cover: \$200.00 USD
  - \*Side Tank Cover: \$500.00 USD
- Helmet (Lost or Destroyed or Damaged): \$300.00 USD
- Gloves: (Lost or Destroyed or Damaged ) \$50.00 USD
- USB/ Phone Holder & Charger: \$100.00 USD
- Luggage & Storage Rack: \$300.00 USD
- Defense & Protection (Destroyed or Damaged): \$300.00 USD
- Other Equipment: (Subject to Quote within 7 business days
- Traffic Violations (Subject to Cost of ticket plus 20% payment charge): Average Cost of Ticket in Colombia is \$200-\$500 USD.

**If the client refuses to make due payments, the client shall be responsible for all legal fees and costs associated with recovering such payments. Additionally, for each day the damages remain unpaid, the client will be charged an additional day's rental at the standard rental rate of the vehicle. Furthermore, if the gas tank is not full at delivery, we may charge you between \$25 and \$50 USD.**

**BY AGREEING OR SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES.**

**(For Physical Signatures Only)**

**By signing below you agree to the full agreement terms and understand this contract and are willing to comply with 100% of terms and conditions of the written words in this agreement and are 100% liable for the motorcycle you rent.**

**Motorcycle Plate #:** \_\_\_\_\_

**Name of Client:** \_\_\_\_\_ **Passport / ID or Cedula #:** \_\_\_\_\_

**Signature / Firma:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_