

PJCBA, LLC DBA Sportbikes4hire Rental Agreement

Agreement Number: ##1##

Agreement Date: ##10##

*******Customer information*******

Name: ##158## Date of Birth: ##87## Drivers License: ##84## State: ##85## Exp: ##127##

Address: ##78## ##79##, ##80## ##82## Phone: ##83##

*******Vehicle Information*******

VIN: ##102## Make: ##98## Model: ##99## Plate: ##101## Color: ##100##

Odometer out: ##2## Odometer in: _____ Miles Allowed: ##4## Fuel Level out: ##5## Fuel level in: ##6##

Date out: ##10## Time out: _____ Date due in: ##12## Time in: _____ Total days rented: ##16## Daily Rate: ##17##

Additional Items: _____

| | | | | | |
|--------|--------|--------|--------|--------|--------|
| ##74## | ##75## | ##68## | ##69## | ##70## | ##71## |
| ##72## | ##73## | ##66## | ##67## | | |

Total additional items: ##44##

By signing below you agree the the following 4 points.

1. By initialing here, you understand that included in your rental is mandatory liability insurance at the state minimum standard protecting you from liability for bodily injury to other persons or damage to the property of others.
2. A \$1500.00 deposit will me held at the time of rental for the faithful performance of the terms of the contract, but your liability is not limited to that amount.
3. By initialing here you agree to pay any speeding tickets, parking tickets, traffic violations, fees and fines that are acquired during this rental period. In addition to any unpaid violations a \$25 process fee will be added and charged to the below credit card.
4. By initialing here you agree to bring the motorcycle back with a full tank of gas. Motorcycles not brought back with a full tank of gas will be charged with a \$20 refill charge.

Transaction Details: _____

| | | | |
|-------------------------------------|------------------------------------|---------------------------|---------------|
| BIKE + INSURANCE TOTAL _____ | ##18## + ##43## | RENTAL TOTAL _____ | ##41## |
| DEPOSIT _____ | ##206## | | |
| ADDITIONAL ITEMS _____ | ##44## | | |
| TAXES _____ | ##42## | | |
| DISCOUNT _____ | ##45## | | |
| DELIVERY _____ | ##33## ##34## ##35## ##36## | | |

Credit Card Information
##105##

-VISA -MASTERCARD -DISCOVER AMERICAN EXPRESS

Credit Card Number: ##120## Exp Date: ##121## Security Code: _____

By signing below, you acknowledge that you have read the Terms and Conditions of the Agreement (see following pages of this form). Your signature allows us to submit a credit card voucher in your name for all rental charges arising out of this transaction.

Renters Signature: _____ **Date:** ##10##

PJCBA, LLC DBA Sportbikes4hire Rental Agreement

(Continued)

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, 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 PJCBA, LLC DBA Sportbikes4hire. "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 is changed elsewhere in this Agreement. "Vehicle" means the motorcycle identified in this Agreement and any motorcycle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "Loss of use" means the loss of our ability to use the Vehicle for any purpose due to damage to it during this rental. Loss of use is calculated by multiplying the number of days from the date the Vehicle is damaged until it is repaired, times the daily rental rate.

2. Rental, Indemnity and Warranties. This is a contract for 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 our rental office 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. If the Vehicle is returned after closing hours, you remain responsible for the safety 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.

4. Responsibility for Vehicle Damage or Loss; Reporting to Police. You are responsible for all damage to 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.

5. 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 the law of the state 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.

6. Charges. You will pay us, 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 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, unless these expenses are our fault; (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; (i) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (j) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (k) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (l) a reasonable fee not to exceed \$100 to clean the Vehicle if returned substantially less clean than when rented.

7. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement.

8. Timeliness. If you are over 1 hour late for pickup or return of the rental vehicle, there will be a service charge of \$50 per hour for each hour and portion of an hour that you are late. this charge is at the discretion of Sportbikes4hire.

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. 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.

Renters Signature _____

Date: ##10##

WAIVER, RELEASE INDEMNITY AND HOLD HARMLESS AGREEMENT

YOU MUST SIGN BEFORE OPERATING, RIDING, OR USING A MOTORCYCLE OF PJCBA, LLC DBA Sportbikes4hire. IT RELEASES PARTICIPATING ENTITIES FROM LIABILITY TO YOU ARISING FROM YOUR USE OR THE PJCBA, LLC DBA Sportbikes4hire MOTORCYCLE.

In consideration for and as an express condition of operating, riding, or using the Motorcycle (as defined below), I agree and acknowledge as follows:

This Waiver, Release, Indemnity, and Hold Harmless Agreement releases PJCBA, LLC DBA Sportbikes4hire from any liability relating to my use of the Motorcycle during this activity.

I have been informed of applicable regulations, the operational features and the care and safety precautions before using, riding, or operating the motorcycle. I know that Motorcycle operation can be dangerous which exposes me to serious personal injury or death. However, I want to operate, ride or use the motorcycle for my own needs, reasons and desires and therefore choose to participate at my own risk.

I acknowledge and state that I am (25) years of age or older and I will not allow any person to use, ride, or operate the motorcycle.

I agree to waive any claim or cause of action which I may now have or may have in the future against PJCBA, LLC DBA Sportbikes4hire, by reason of any injury damage or other losses. I may sustain arising out of my use, riding or operation of the motorcycle. I further agree to release, discharge, indemnify, defend and hold each and all of said PJCBA, LLC DBA Sportbikes4hire harmless from and against any and all claims, causes of action, demands or charges of any nature, including but not limited to claims with respect to design, manufacture, assembly, preparation, repair, or maintenance of the motorcycle, or with respect to the conditions, qualifications, instructions, rules or procedures under which the use of the motorcycle is permitted or conducted, or from any other cause, which any party may claim to have or hold for property damage or personal injuries, including injury or death, arising out of my use, ride or operation of PJCBA, LLC DBA Sportbikes4hire motorcycle while participating in this activity even if caused in whole or in part by the PJCBA, LLC DBA Sportbikes4hire whether due to negligence or not, on behalf of myself, spouse, heirs, agents, assigns, representatives or employer.

I agree to wear all recommended protective apparel and to operate the motorcycle according to all applicable laws. I have reviewed the on-product warning labels and instructional material. I have also received verbal instruction regarding use of the motorcycle. I have experience with the use of the motorcycle I have chosen to rent.

I agree not to operate the motorcycle under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment. I have no physical or mental disability that interferes with the operation of the motorcycle I have rented.

I hereby agree not to sue PJCBA, LLC DBA Sportbikes4hire for any injuries or damages of any kind including those caused by or resulting from PJCBA, LLC DBA Sportbikes4hire own acts of negligence and/or design, manufacturing, or assembly defects in the motorcycle. I understand that this entire agreement shall be binding upon my heirs, executors, administrators and assigns.

I understand that there are inherent risks in operating, riding or using a motorcycle, including accidents involving other motorcycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; the negligence of other operators of motor vehicles or myself; all of which could result in musculoskeletal injuries including head, neck, and back injuries; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; the condition of roads, terrain, or highways and accidents connected with their use; contact with animals or insects; equipment failure; my own physical condition, and the physical exertion associated with this activity. I acknowledge that I am freely and expressly assuming and accepting any and all risks of personal injury or death, and property damage including those caused by the negligence of PJCBA, LLC DBA Sportbikes4hire and/or design, manufacturing or assembly defects in the motorcycle. I also understand that if any part of the agreement is determined to be unenforceable, all other parts will be given full force and effect.

In the event I file a lawsuit against PJCBA, LLC DBA Sportbikes4hire, I agree to do so solely in the State of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

I understand that PJCBA, LLC DBA Sportbikes4hire does not provide medical coverage of any form and that it is my responsibility to provide medical coverage for myself and any passengers.

**IN CONSIDERATION FOR OPERATION, RIDING, OR USING THE MOTORCYCLE, I AGREE TO SIGN BELOW.
I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THE CONTENTS.**

Customer Name: ##158##

Signature: _____ Date: ##10##

Emergency Contact Name and Phone Number: _____