

SHIMLA BIKES4HIRE RENTAL AGREEMENT

First Name: _____ Last Name: _____

Sex: M/F _____ Age _____ Date of Birth ____/____/____

Drivers License No: _____ State: _____

Current Residence: _____

Phone: _____ - _____

City: _____ State: _____ Pin

Code: _____

Renters' Local Address or Lodging Establishment: _____

Grey area to be filled out at the time of rental by Shimla Bikes4Hire

Motorcycle

Vehicle Make:

Model:

Registration No:

Colour:

Check Out Date: / / Time:

Return Date: / / Time:

Daily Rental Rate ₹ _____/day x _____ Days = ₹ _____

7 days Discount @ _____% = ₹ _____

Security Amount (Refundable) ₹ _____

Total ₹ _____

_____ By initialing here, you agree to pay _____ per day for hiring the bike, and exempt the renting agency from liability for bodily injury to the renter/other persons or damage to the property of others.

_____ By initialing here you agree to pay any traffic violations, fees and fines that are acquired during this rental period.

_____ By initialing here you agree to return the bike at the place from where you rented it or any such pre-agreed location (Name of location : _____) on agreed terms and conditions.

_____ By initialing here you agree to bring the motorcycle back with the same amount of fuel as was present when rented. Motorcycles not brought back with appropriate amount of fuel will be charged with a refill charge at the petrol rates applicable on the date of return.

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 Shimla Bikes4Hire. "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 tyres, 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 yourself or others. We are not responsible for any such claims resulting from loss to yourself or others in any manner.
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) ₹ 1000 plus ₹20/km for every km between the renting location and the place where the Vehicle is abandoned, plus any additional recovery expenses we incur; and (k) a reasonable fee not to exceed ₹150 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. **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.
9. **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.
10. **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.

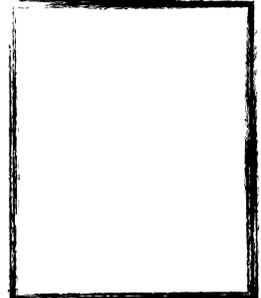
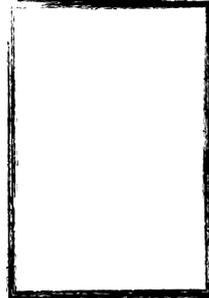
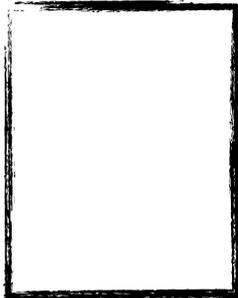
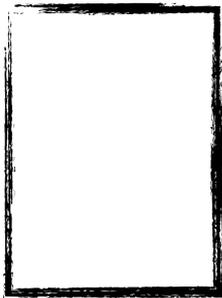
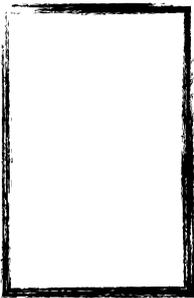
11. Miscellaneous A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does 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.

I have read the terms and conditions fully. The particulars given about myself are true to the best of my knowledge. I, hereby, agree to all the terms and conditions with fully conscious mind.

Renter's Signature

Date:

Place:



Thumb Impression (Male: Left hand; Female: Right hand)