



*RENTAL VEHICLE AGREEMENT FOR MOTORCYCLE*

<i>Full name</i>			
<i>Home Address</i>			
<i>Address within New Zealand</i>			
<i>E mail</i>			
<i>NZ Mobile</i>		<i>Home phone</i>	
<i>Other contact</i>			
<i>Date of Birth</i>		<i>Motorcycle Licence Number</i>	
<i>Motorcycle Licence Expiry</i>		<i>Motorcycle Licence country of issue</i>	
<i>Items Included in Rental</i>			
<i>Tank bag</i>		<i>Puncture repair kit</i>	<i>North Island Map book</i>
<i>Hard panniers</i>		<i>Motorcycle lock</i>	<i>South Island Map book</i>
<i>Soft panniers</i>		<i>Tie Downs for ferry</i>	<i>Motorcycle atlas</i>
<i>Ventura back pack</i>			
<i>Top box</i>			

GST number 105-526-172			
<b>FEES &amp; CHARGES</b>	<b>Qty</b>	<b>Unit cost</b>	<b>Amount</b>
Motorcycle Rental			
Helmet \$50 per helmet for entire rental			
Riding Jacket \$25 per jacket for entire rental			
Riding Pants \$25 per pant for entire rental			
Riding gloves \$15 per pair for entire rental			
Rain suit \$15 per suit for entire rental			
GPS Hire \$100 for entire rental			
Relocation Fee			
Airhawk Seat Cushion or Sheepskin \$15			
Under age surcharge 10% of daily rate (over 21 under 25)			
		<b>Subtotal</b>	
Less deposit already paid			
Total to be paid before departure including GST		<b>Total</b>	
Refuel charge, all motorcycles must be returned with a full tank of fuel, \$15 plus cost of fuel will be charged if not			
Mobile phone calls, return phone balance to \$_____			
Phone Balance at Start_____			
Phone Balance at Finish_____			
Overdue charge 15% of applicable daily rate per hour up to 5 hours late when full day charge will apply			
Other costs incurred during hire period			
Balance due on return of motorcycle		<b>Balance</b>	

# Terms & Conditions

Initial.....

## Representations:

- 1) Brown & Render Ltd (hereinafter called the Owner) represents and warrants to the Hirer that the motorcycle is in sound, safe and roadworthy condition and free of any known faults or defects which would affect its safe operation under normal use.
- 2) The Hirer represents and warrants to the owner that all information given herein is accurate, truthful and complete.

## Rental Period:

- 3) Start Date: \_\_\_\_\_
- 4) End Date: \_\_\_\_\_
- 5) The Owner agrees to rent the motorcycle to the Hirer for a period of \_\_\_\_\_ days commencing on the start date and finishing on the end date. On the end date, the Hirer shall return the motorcycle to 37 Campbell Rd, Maraetai, Auckland at \_\_\_\_\_ unless a prior arrangement has been made.
- 6) A "day" is calculated as twenty-four (24) hours from the pick up time. Each hour the motorcycle is late is calculated at 15% of the applicable daily rate, up to 5 hours, when an additional day will be charged.
- 7) The Owner must authorise any rental extension beyond that specified in the rental agreement prior to the return of the motorcycle. The Owner reserves the right to charge a penalty fee of NZ\$500 plus the daily rental rate for anyone in breach of this.
- 8) Special Conditions \_\_\_\_\_

## Persons who may operate the Motorcycle:

- 9) The motorcycle may be operated during the full period of the hire only by the hirer and the persons named in the "SCHEDULE FOR PEOPLE APPROVED TO RIDE MOTORCYCLE OTHER THAN NAMED RIDER".

## Rental Charges:

- 10) The Hirer agrees to pay the rental rate of \$ \_\_\_\_\_ per day for the use of the motorcycle.
- 11) The rental rate includes GST of 15%.

## Rider Requirements:

- 12) All riders of the motorcycle must be between 21 and 75 years of age.
- 13) All riders must have a current full New Zealand, overseas (in English) or international motorcycle licence. The licence must be non-probationary and rated for the motorcycle being hired.
- 14) Riders who are over 21 years and under 25 years will be charged a surcharge of 10% of the rental daily rate.
- 15) The Hirer is responsible for ensuring that any other person permitted by the owner to operate the motorcycle complies with the terms and conditions of this Rental Contract.

## Insurance Cover:

- 16) The Hirer is covered, as part of the daily hire charge, with a comprehensive insurance cover for the motorcycle only.
- 17) Any damage to the motorcycle accessories, GPS or riding gear is solely the Hirer's responsibility.
- 18) The insurance cover does not include personal injury.
- 19) The insurance does not cover transport costs incurred for hirer or motorcycle in the event of an accident.
- 20) The Hirer is responsible for the first NZ \$ \_\_\_\_\_ ("Excess") of the cost of damage to the motorcycle or to Third Party property or if the motorcycle is stolen.
- 21) The excess is applicable, regardless of fault, and must be paid at the time the accident report is completed.
- 22) If a Third Party is at fault, it is the responsibility of the hirer to recover their excess from the Third Party at fault.
- 23) The motorcycle must be securely locked at all times when not in use with the disc lock provided.
- 24) Where possible the motorcycle must be kept in securely locked premises overnight, if this is not possible all care must be taken to park the motorcycle in a safe location.
- 25) The Hirer's insurance shall immediately become void if the terms of this Rental Contract are breached.
- 26) The Hirer acknowledges and understands that the insurance does not cover personal belongings or hired accessories. The hirer is solely responsible for personal property, GPS or hired accessories left with the motorcycle.

**Insurance Exclusions:**

- 27) The insurance does not cover any of the following occurrences or associated vehicle recovery costs, including but not limited to the following circumstances, for which the Hirer will be solely responsible:
  - a) if the motorcycle is partially or totally submerged in water.
  - b) if the motorcycle is ridden across a creek or river.
  - c) if the motorcycle is ridden on beaches or through streams, dams, rivers or flood waters.
  - d) if the motorcycle is ridden on flood-prone roads, or on any roadway where the police or other government authority have issued a warning or caution.
  - e) if the motorcycle is ridden off formed roads (e.g. cross country) or on roads which are not public or legal roads.
  - f) if the motorcycle is not locked with the key and the disc lock provided when left unattended.
  - g) if the motorcycle is left unattended in a careless location.
  - h) if the motorcycle was being operated in an unlawful manner, such as on the right-hand side of the road.
  - i) if the motorcycle is damaged due to wilful misconduct.
  - j) if the motorcycle is damaged due to the incorrect use of fuel or other fluids.
  - k) if the motorcycle is operated by any person not named in the Schedule to this agreement.
  - l) if the motorcycle is operated by any person who at the time when he/she rides the motorcycle is disqualified from holding a motorcycle licence.
  - m) if the motorcycle is damaged while the operator is under the influence of drugs or alcohol.
- 28) If any of these terms are breached the Hirer will be responsible for the total cost of all damage.

**Security bond:**

- 29) A security bond is required for all motorcycle hires. You will be asked to sign a separate security bond in the form of a credit card imprint. This bond is held by the owner and is NOT banked; it is our guarantee that the hirer will return the motorcycle on time and in the condition that it was hired in, we will return the credit card imprint to you when the motorcycle is returned on time and undamaged.
- 30) The security bond is held to cover the insurance excess in the event that the motorcycle or any third party should sustain damage. The security bond is also held to cover damage to hired motorcycle accessories, GPS, luggage, traffic infringements, or to any lost or damaged minor items such as cell phones, bike locks, keys etc.
- 31) If the motorcycle, motorcycle accessories, luggage or any third party has suffered damage or loss the owner will make an assessment of the monetary value of such damage or loss and, under advice to the hirer, will process the security bond voucher for the required amount.
- 32) The owner also records your credit card details on this contract for the purpose of covering the expense of undisclosed damage to the motorcycle, motorcycle accessories, luggage, any third party damage or un-notified parking or speeding infringements. The Owner reserves the right to charge the hirer's credit card for a period of up to 3 months after the termination of the hire agreement to cover any costs related to this clause.

Credit Card number \_\_\_\_\_ Exp \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Security Code \_\_\_\_\_

**Damage to motorcycle:**

- 33) If the motorcycle is returned with any damage not marked on the existing wear and tear report the hirer will be required to pay all costs up to the insurance excess amount of \_\_\_\_\_ associated with repairing the motorcycle back to the standard it was hired in.
- 34) The hirer will be charged at \$50 per hour for any time the owner must spend to bring the motorcycle back to the standard it was hired in.
- 35) All parts required to bring the motorcycle back to the standard it was hired in will be charged at the normal retail cost.

**Traffic Infringements:**

- 36) The Owner reserves the right to charge the Hirer an administration fee of \$50 per incident for each parking fine, speeding fine, traffic infringement, speed camera fine, or accident involving third party property damage which was not reported upon the return of the motorcycle.

**Exchange Rate Fluctuations:**

- 37) Due to fluctuations in exchange rates, there may be variances in refund amounts compared to the amount initially charged. The Owner shall not be liable for any such variances.

**Hirer responsibilities:**

- 38) The Hirer will:
- a) not permit any other person to operate the motorcycle unless that person has been approved by the Owner.
  - b) take all reasonable care in handling and parking the motorcycle.
  - c) securely lock the motorcycle whenever it is left unattended, by using the ignition lock and the separate bike lock provided.
  - d) where possible keep the motorcycle in securely locked premises overnight, if this is not possible all care will be taken to park the motorcycle in a safe location.
  - e) maintain the motorcycle's lubrication standards being oil kept above minimum level, chain lubricated daily, and tyres kept at proper pressure.
  - f) not operate the motorcycle, or permit it to be operated, in breach of any legislation or bylaws relating to road traffic.
  - g) be familiar with, and understand, New Zealand driving rules before the hire period commences.
  - h) not allow more than one pillion (two-up) passenger which defeats the Certificate of Loading maximum.
  - i) not sublet or hire the motorcycle to any other person.
  - j) not engage in any race or competition using the motorcycle.
  - k) not ride the motorcycle on beaches, through salt water, on non-public roads or off formed roads (e.g. cross country).
  - l) not use the motorcycle for any illegal purpose.
  - m) not operate the motorcycle in a negligent manner, at no time operate the motorcycle while under the influence of alcohol or drugs.
  - n) not attempt, or permit anyone else to attempt, to perform any significant mechanical repair or activity on the motorcycle beyond maintenance, unless they are a certified mechanic or approved by the Owner.
  - o) keep one copy of this agreement available throughout the hire period for the producing on demand to any police officer.
- 39) The Hirer is liable to pay for:
- a) refuel the motorcycle when it is returned. The motorcycle will be provided to the Hirer with a full tank of fuel and all fluids topped up. The Hirer is responsible for refuelling the motorcycle prior to its return. If the motorcycle is not returned with a full tank, the Hirer will be charged a refuelling fee of \$15 plus the costs of fuel to refill the tank.
  - b) any parking, speed camera or traffic fines.
  - c) the replacement cost of any lost or damaged cell phones, keys, maps, tool kits, bike locks, helmets, GPS or hired accessories.
  - d) any calls made from the optional provided loan phone.
  - e) the cost of repairing any punctures or replacing damaged tyres.
  - f) any additional fee charged by the Automobile Association unless it is deemed the owner was at fault.
  - g) In the event of an accident all transport costs for the motorcycle or hirer.
  - h) the full hire charge applicable for the duration of the hire as documented on the fees and charges schedule of this agreement, notwithstanding any early return of the motorcycle and accessories.

**Mechanical Repairs:**

- 40) All motorcycles are enrolled in the New Zealand Automobile Association, which provides roadside assistance to member vehicles.
- 41) Any problems encountered with the motorcycle, whether mechanical, electrical or otherwise, must be reported to the owner within twenty-four (24) hours of the occurrence of the problem.
- 42) The Hirer may arrange for repairs to a maximum of \$150 without authorisation, and the Owner will reimburse the Hirer upon return of the motorcycle unless it is found that the damage was caused by the Hirer.
- 43) Any repairs over \$150 must be authorised by the Owner.
- 44) If the Hirer suffers a puncture the Hirer may use to puncture repair kit provided to get them to the nearest certified tyre repair shop, the Hirer will have repaired, at the Hirer's cost, the tyre without recourse to the Owner. If the tyre cannot be repaired to a safe roadworthy condition a new tyre of similar quality must be purchased at the hirers expense.

**Accidents:**

- 45) If the Hirer has an accident which may or may not involve damage to a third party, telephone contact must be made immediately with the Owner.
- 46) If the motorcycle can be ridden safely and legally then the Owner will authorise the Hirer to take the motorcycle to the nearest garage where an assessment will take place by a qualified mechanic.
- 47) There is no obligation on the part of the Owner to cover costs incurred by the Hirer transporting themselves or the motorcycle this will be completely at the hirers expense.
- 48) If the motorcycle is damaged and unable to be operated legally then the motorcycle must be transported by an authorised transport company to the nearest motorcycle dealership at the hirers expense where an assessment will take place by a qualified motorcycle mechanic. If it is agreed that the motorcycle can be repaired to a roadworthy legal condition then the owner may authorise the repairs to be made providing the price quoted is a fair and reasonable amount.
- 49) No cosmetic repairs are to be made until the motorcycle is returned to the owner.
- 50) The hirer will pay for all cost associated with bringing the motorcycle back to a safe and roadworthy condition. All receipts must be retained and upon return of the motorcycle a final assessment will be made by the owner.
- 51) If the motorcycle is deemed to be damaged beyond repair the agreement herein is terminated and there will be no refund on the rental or any monies paid.
- 52) If the motorcycle, motorcycle accessories, luggage or any third party has suffered damage or loss the owner will make an assessment of the monetary value of such damage or loss and, under advice to the hirer, will process the security bond voucher for the required amount.
- 53) Any rental accessories or luggage must be returned by the Hirer to the Owner at the Hirer's cost.
- 54) If the Hirer wishes to enter into a further rental agreement for a replacement motorcycle such agreement will be on fresh terms and conditions as if it was a new agreement with a new bond and hire costs payable. The Owner is under no obligation to enter into a new agreement.
- 55) The Hirer is responsible for all costs associated with arranging and booking alternative transport for the remainder of their travel within New Zealand. There will be no expectation that the owner will arrange or provide replacement transport or be liable for any other travel or holiday costs.
- 56) These provisions apply regardless of the cause of the accident or whose fault it was.

**General Clauses:**

- 57) Entire Agreement. This Rental Contract and any schedules attached hereto constitute the entire agreement between the parties to this Rental Contract pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Rental Contract except as specifically set forth herein.
- 58) The owner accepts no responsibility or liability, except for it's obligations under this agreement for any costs, expenses, damages (including any damages for loss of enjoyment) or any other liabilities resulting from any damage to the motorcycle or accessories (whether accidental or otherwise), breakdown or any other failure of the motorcycle or accessories, irrespective of whether the Owner was in any way at fault.
- 59) All of the schedules attached to this Rental Contract are incorporated by reference and are deemed to be part of this Rental Contract.
- 60) If any of the provisions of this Rental Contract are determined to be invalid, illegal or otherwise unenforceable, in whole or in part, for any reason, by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall continue in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- 61) Governing Law. This Rental Contract shall be governed by and construed in accordance with the laws of New Zealand and the parties hereby attorn to the jurisdiction of the courts of New Zealand.
- 62) IN WITNESS WHEREOF the parties hereto have executed this Rental Contract on the date first above written. The Hirer has read this agreement and acknowledges the following:
  - a) That the contract is governed in all respects by the law of New Zealand.
  - b) That any legal action arising out of this contract shall be litigated only in the appropriate court having jurisdiction in New Zealand.
  - c) That I fully understand and agree to the effects of this agreement and my obligations therein.
  - d) That I authorise the Owner to debit my credit card with any charges arising out of the agreement.
  - e) That I acknowledge my liability for full payment of the hire period in the event that I voluntarily return the motorcycle early.
  - f) That my drivers licence produced is legally enforceable and current in the country of issue and has not been revoked, cancelled or expired in any way and is rated for the type and size of motorcycle hired.

[OWNER]:

[HIRER]:

DATE: