**GRAND VALLEY ADVENTURE TOURS AND RENTALS**

**DIRT BIKE/SNOW BIKE RENTAL AGREEMENT**

This Motorcycle Rental Agreement (“Agreement”) is made between **GRAND VALLEY ADVENTURE TOURS AND RENTALS**(“Owner”) located at 2511 Weslo Ave, Grand Junction, CO 81505 and:

(Print your name)(“Renter”)

Bike:

Tour:

1. **Term.** This agreement shall commence on the day the Renter takes possession of the bike and will remain in full force and effect until the motorcycle is returned to the Owner. Renter shall return the motorcycle on .
2. **Payment.** Renter shall pay and authorize Owner to charge the debit card or credit card an amount equal to all payments and fees due under this Agreement.

Renter shall also pay other charges in accordance with this Agreement due upon return of the motorcycle to the fullest extent allowed by law, including but not limited to:

1. Charges for optional services, if any
2. Applicable taxes
3. Loss of, or damage or repair to the motorcycle, loss of use, diminution of the motorcycle’s value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses
4. A $50.00 charge per hour for late return of the Motorcycle or the highest amount allowable under law
5. Unless due to the fault of the Owner, all fines, penalties, traffic and/or parking violations, court costs, towing charges and other expenses relating to the Motorcycle assessed against Owner or the Motorcycle during the rental Term
6. All expenses Owner incurs due to Renter’s failure to return the Motorcycle including costs in locating and recovering the Motorcycle
7. All costs incurred to collect unpaid monies due
8. Twenty-five dollars ($25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.
9. **Security Deposit.** In addition to the fees listed in Section 2, Renter shall pay a deposit of $500.00, by credit card only, at the time this agreement is signed. The deposit will be returned to Renter after Motorcycle is returned in the shape in which it was rented. If Motorcycle or gear is returned damaged the deposit will be kept and a mechanic will inspect the machine. An invoice for damages will be provided in 2 business days and any refunds or additional charges will be handled at that time.
10. **Authorized Drivers.** Only those who are a party to this Agreement and sign the Agreement are permitted to drive the Motorcycle. Any other drivers are prohibited from operating the Motorcycle.
11. **Insurance.** Renter is responsible for all loss or damage Renter causes on Motorcycle to third-parties. Renter must carry insurance that will cover the damage or will be forced to pay out of pocket.
12. **Restrictions on Use.** Renter shall not
13. Permit the Motorcycle to be driven by any person who is not an Authorized Driver under this Agreement
14. Operate the Motorcycle or permit it to be operated in violation of law, including but not limited to driving under the influence of alcohol or drugs, or in breach of rules and regulations of road traffic
15. Operate the motorcycle or permit it to be operated to commit a violation of law
16. Operate the motorcycle or permit it to be operated for any race, test, or contest
17. **Repair or Loss and Reporting to Police.** Motorcycle should not be serviced or repaired and parts and accessories shall not be replaced without Owner’s prior consent. Renter shall alert Owner to any damage to the Motorcycle. Renter shall be responsible for any loss or damage to Motorcycle and loss of use, diminution of the Motorcycle’s value caused by damage to it or repair to it and missing equipment. In the event Renter is in an accident, has an incident on Motorcycle or if Motorcycle is subject to theft or vandalism Renter shall report the accident or incident to Owner as soon as practicable.
18. **Condition of Motorcycle.** Renter acknowledges that Renter has examined the Motorcycle and that it is in good condition
19. **Return of Vehicle.** Renter shall return Motorcycle 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 Motorcycle to the agreed return location. If Motorcycle is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Motorcycle. Motorcycle must be returned clean and with a full tank of gas. Deposits will be kept for bikes that are not clean to ensure Owner is able to inspect for damage. Missing fuel will also be charged to the deposit.
20. **Termination.** This agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate the Agreement earlier upon notice to Renter.
21. **Ownership.** Owner shall at all times retain ownership and title to the Motorcycle. Renter shall immediately notify Owner in the event Motorcycle 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.
22. **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.
23. **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 other provision 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.
24. **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.
25. **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.
26. **Headings.** Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.
27. **Counterparts.** This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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

RENTER NAME

SIGNATURE DATE