

# Pennsylvania Agreement for use of Motorcycles

NAME				
CURRENT RESIDENCE				
CITY	STATE	ZIP	PHONE NO.	CELL. NO.
A VALID MOTORCYCLE LICENSE WAS SHOWN		PHOTOCOPY ATTACHED		
EMPLOYER				
EMPLOYER ADDRESS				
CITY	STATE	PHONE NO.		
IN CASE OF EMERGENCY CALL				
<p>Please initial ONE of the following</p> <p>_____ By initialing here you agree to purchase our Collision Damage Waiver (CDW) at \$ 41 per day. If you purchase CDW, you are not responsible for any accidental damage to the vehicle.</p> <p>CDW does not cover all instances of damage to the Vehicle – see Paragraph 5 on the reverse side of this Agreement. CDW is optional and may be declined.</p> <p>_____ By initialing here you decline to purchase our Collision Damage Waiver, and you remain responsible for all damage to, or loss of, the Vehicle. A \$1000 authorization only deposit is required.</p>			DO NOT FILL OUT THIS SECTION	
			RATES DO NOT INCLUDE GAS	
			DAYS	\$ PER DAY
			WEEKS	\$ PER WEEK
			SPECIAL	\$ PER
			SUB TOTAL	
			CDW	
			SUB TOTAL	
			TOTAL CHARGES	
			LESS OIL, REPAIRS	
NET DUE				
DEPOSIT CREDIT	\$			
DEPOSIT RECEIVED	\$ DATE			
ADDITIONAL DEPOSIT	\$ DATE			
By signing below, you acknowledge that you have read the Terms and Conditions of this Agreement. You signature allows us to submit a credit card voucher in your name for all charges arising out of this transaction.				
SIGNATURE X.				
CHECKED OUT BY				
CHECKED IN BY				
X.				

## Motorcycle Agreement Terms and conditions

1. Definitions. "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the user's direction. All persons referred to as "You" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the independent business named on the reverse side of this Agreement. "Authorized Driver" means the user listed by us on this Agreement provided that each such person has a valid motorcycle or scooter driver's license and, is at least 25 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. "CDW" means Collision Damage Waiver. "Physical Damage" means damage to, or loss of the Vehicle caused by collision or upset; it does not include 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. 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 rate.
2. Indemnity and Warranties. This is a contract for the user 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 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 Vehicles fit for particular purpose.**
3. Condition and Return of Vehicle. You must return the Vehicle to our 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 loss 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 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 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 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. Collision Damage Waiver. If you purchase CDW, we will waive our right to collect from you for a portion of Physical Damage to the Vehicle. CDW is not insurance. **We will not waive this right if damage to the Vehicle: (a) is caused by anyone who is not an Authorized Driver, or by anyone whose motorcycle or scooter driving license is suspended in an jurisdiction; (b) is caused by anyone under the influence of prescription or non prescription drugs or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the 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 the Vehicle; (f) occurs while carrying dangerous or hazardous items or illegal materiel in or on the Vehicle; (g) occurs outside the geographic limitations indicated on the reverse; (h) occurs and the odometer has been tampered with or disconnected; (i) 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; (j) is a result of your willful, wanton or reckless act; (k) occurs and you fail to summon the police to any Vehicle accident involving personal injury or property damage.**
6. 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.
7. 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; (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; 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 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; (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) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean.
8. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement.
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 period, you must return the Vehicle to our 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 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 or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.