

## MOTORCYCLE RENTAL AGREEMENT

By and between

WIKIBIKES, S.L., with registered office at Avenida de Europa nº 58, 11405 Jerez de la Frontera, holding C/I [Spanish Tax Code] nº B11897287.

Telephone numbers 956101127 / 662653606 (open from 8:00 to 14:00, and from 16:30 to 20:00), hereinafter the lessor.

And

Mr./Ms..... of ..... nationality, with address at ..... Postcode..... City..... Country..... holding ID Card/Passport..... Driving License No....., Telephone Number.....E-mail.....

Hereinafter, the lessee

pursuant to the following **CLAUSES**

**1.- OBJECTIVE.-** By means of the present agreement, the lessor puts at the lessee's disposal a motorcycle (hereinafter, the vehicle), as detailed in the rental sheet attached to this agreement.

**2.- HAND OVER.-** The lessor shall give the lessee the motorcycle with the model, brand and registration number specified on the attached Hand Over Form, in perfect mechanical condition, and shall check the exterior in the presence of the lessee to detect any scratches or dents it may have. These will be specified in the Hand Over Form and they shall not be claimed from the lessee at the time of return. The lessee undertakes to be liable for any other damage at the time of return.

**3.- RETURN.-** The lessee must return the motorcycle on the date and at the time specified by the lessor to the address indicated in the agreement as the lessor's registered office, in the same conditions in which they received it, except for the normal wear and tear of the correct use of the motorcycle. The delay in the return shall result in a charge of €60 per hour, calculated per minute. Under no circumstances should the lessor return all or part of the rental payment if the lessee returns the motorcycle prior to the time agreed. If on proper grounds, due to a misuse of the motorcycle, the lessor requested the lessee to return the motorcycle in advance, the lessee undertakes to return it as soon as requested, waiving any claim for rental rights. Any motorcycle not returned two hours after the time initially agreed or the time requested by the lessor will be reported to the police and considered to be stolen. If the lessee drives with an expired agreement and without the authorisation by the lessor, the insurance shall be automatically cancelled.

**4.-MECHANICAL GUARANTEE.-** If due to mechanical reasons, the motorcycle could not complete the rental term, the lessee will consider that the reason for the failure was due to causes beyond the control of the lessor, without them having acted in bad faith. Therefore, the lessor shall only be liable for the refund of the amount of the rental not used. In any case, the lessor will be able to replace the damaged motorcycle with another, paying or charging the lessee the amount for the difference of the rental of such model. The lessee shall accept their waiver for any other claim. If the motorcycle becomes immobilised due to a mechanical failure, the lessee should contact the road-side assistance company hired by the lessor, and only with such company. Charges by third parties other than said assistance company shall only be accepted in cases of emergency and when the lessor had previously authorised it.

**5.- DRIVER'S CONDITIONS.-** The lessee, as the driver of the motorcycle, and the authorised driver, state that they are the age required by the lessor to drive the rented motorcycle, as well as enough experience to drive it. In this regard, they declare to have a valid driving licence in Spain to drive this motorcycle. Only the following shall be considered a valid driving licence in Spain: those issued pursuant to Spanish legislation in force, those issued by Member States of the European Union and those issued internationally by third parties recognised in Spain. The lessee and the authorised driver undertake not to drive the motorcycle under the influence of alcohol, drugs or any other substance which may affect their ability to drive it.

**6.- LENDING OF THE MOTORCYCLE.-** The lessee may not lend the use of the motorcycle to third parties, without the express prior consent by the lessor, which shall be specified when including such persons as additional drivers in the agreement. In this case, the lessee shall always be the only party liable before the lessor and any other third party for any damages that may be caused to and with the motorcycle, regardless of who the driver was at the time they were caused.

**7.- RESTRICTIONS ON USE.-** The lessee undertakes to:

- a) Not operate the Vehicle or permit it to be operated for the transport of more passengers or goods if this implies directly or indirectly sublease of the Vehicle.
- b) Not permit the Vehicle to be driven by any other person than the lessee or any other driver previously authorised in the rental sheet, who must be older than 25 and have a current valid driving license to operate the Vehicle.
- c) Not drive the vehicle in bad physical conditions caused by tiredness, illness or under the influence of alcohol or drugs.
- d) Not operate the Vehicle or allow it to be operated to push or tow any other vehicle.
- e) Not operate the vehicle or permit it to be operated for any race, test or contest of any type, official or not.
- f) The lessee will not be able to make any type of intervention, modification, handling, repair or replacement of any part or accessory of the Vehicle, without the express prior approval of the lessor. Default by the lessee shall result in the payment of the costs of refurbishing the Vehicle to its original condition and in the payment of an amount in compensation for immobilising the Vehicle.
- g) Not to drive the Vehicle beyond the circulation areas established in Clause 8 of this agreement.
- h) Not operate the Vehicle or permit it to be operated to carry hazardous or explosive substances of any kind.
- i) Not operate the Vehicle for the transport of goods that exceed the weight, amount or volume authorised in the Vehicle's logbook.
- j) Not drive or permit the Vehicle to be driven or parked on roadways not regularly maintained, or on any roads, beach, driveway, or surface likely to cause damage to the Vehicle.
- k) Not drive or permit the Vehicle to be driven within the operational boundaries of harbours and airports.
- l) Park the Vehicle in the correct and secure places and keep it with the safety locks provided by the lessor while left unattended by the lessee.
- m) Monitor the oil levels, hydraulic fluids, coolant and tyre pressure as instructed by the lessor.
- n) Stop the Vehicle as soon as possible if any indicator light turns on indicating that something is wrong with the Vehicle, the lessee shall immediately contact the lessor through the phone numbers you will find in the preamble of this agreement.
- o) In particular, it must be noted that the lessor does hereby specify that only unleaded petrol should be used when filling up the tank. Filling up with diesel, causes serious damage to the motorcycles, which shall be covered by the lessee, with the deposit frozen until the repairs have been invoiced. Furthermore, the lessee will pay three days rent for the loss of earnings suffered by the lessor, for a minimum cost of TWO HUNDRED EUROS.

The non-compliance of any of the requirements detailed in this clause, as well as those established in the whole agreement will automatically cancel the contract, and the lessee shall take responsibility for any fine, seizure, costs or damage that may cause to the lessor or to a third party. Additionally the lessee shall hold lessor harmless from any and all claims arising out of non-compliance of this clause.

**8.- MISUSING THE VEHICLE.-** Any action against the traffic regulations, the specifications by the motorcycle manufacturer and the specifications by the lessor shall be deemed a misuse. The abnormal wear, checked by the lessor, of the mechanical parts of the motorcycle, particularly the tyres, shall be considered a misuse of the motorcycle and will be charged to the lessee.

**9.- CIRCULATION AREAS.-** The lessee undertakes not to drive the motorcycle beyond the boundaries of the province of Cádiz, not to drive off paved roads, and not to drive within the operational boundaries of harbours and airports, or competition circuits or any kind of spaces closed off to traffic; and not to exceed the kilometres indicated according to the model in the Price List in Force.

**10.- IN CASE OF ACCIDENT.-** In case of any accident or incident the lessee undertakes to inform the lessor immediately as well as to submit any letter, summons or notification related to the accident and also to fully collaborate with the lessor and with the Insurance Company during the investigation and defence of any claim and process.

At the moment of the accident or incident the following steps shall be taken:

- a) Immediately contact the Insurance Company then notify the lessor to inform of what has happened.
- b) Obtain complete information of the drivers involved in the accident and duly fill in the accident report, submitted with all the Vehicle's documentation, and send it urgently to the lessor; warning by telephone in case of serious accident.
- c) Immediately notify the authorities if the responsibility lies with the other driver.
- d) Do not abandon the Vehicle without taking the appropriate steps to protect it.

The lessee understands and agrees that, in case of accident, the motorcycle will not be replaced and the agreement will be automatically cancelled, without them being entitled to any refund or compensation, except in situations where the cause of the accident is due to the fault of another vehicle, if such is recognised in the relevant police report, leaving no room for doubt, and, where necessary, pending the judicial decision, in which case the lessor shall only be bound to replace the motorcycle depending on availability, and the lessee will waive any other claim to the lessor.

**11.- DAMAGES TO THE VEHICLE.-** The lessee undertakes to cover any type of damage caused to the motorcycle during the rental term, both when driven and when parked, with the deposit. The lessor will be able to keep the part of the deposit considered appropriate to cover the repair. Once the repair has been carried out, the lessor shall give the corresponding invoice to the lessee, liquidating the part of the remaining deposit, if any. If the repair exceeded the deposit, the insurance shall cover the rest, unless the lessee had not complied with any of the clauses herein. In such case, the lessee shall be solely liable for it, and the lessor may go to court or pursue civil or criminal contempt, as it may be deemed appropriate.

**12.- LOSS OR THEFT OF THE VEHICLE.-** As in the case of accidents, in the event of theft or total or partial loss of the motorcycle, the lessee undertakes to notify the lessor immediately, on the emergency number, and to completely cooperate with the lessor and the insurance company in the investigation and defence of any investigation or proceeding. If the motorcycle was stolen or lost as a result of negligence by the lessee, they shall be liable for this and will pay the lessor the market value, according to the tables of the Spanish Treasury, without this resulting in the lessor waiving their right to go to court and pursue civil and/or criminal actions, as it may be deemed appropriate, against the lessee. If the motorcycle was recovered, the lessee shall bear all the costs resulting from its service and/or repair, as well as the lost profits suffered by the lessor according to the rates applicable at the time, which are known by the lessee. If the cause of theft was not due to negligence by the lessee, they shall only be liable for the amount of the deposit. In either case, the rental agreement shall be considered cancelled, without the lessee being entitled to any refund. If any of the parts or accessories of the motorcycle were stolen, the lessee shall be liable for the theft, and will compensate the lessor for the official rate price of the manufacturer of the stolen part or accessory plus the cost of the workforce invoiced by the relevant garage.

**13.- PASSENGER INJURIES AND DAMAGED POSSESSIONS.-** The lessee and their passenger release the lessor from all liability for any injury they may suffer, both physical as well as for damages to equipment, caused by the normal or abnormal wear of the rented motorcycle. They expressly state to be aware of the risks of getting burned and cut or any other danger arising from the use of a motorcycle. Therefore, the lessee releases the lessor from all liability for any loss of or damage to items left or carried on the motorcycle by the lessee or by any other person, or for the loss of or damage to their clothes, during the agreement or after the motorcycle has been returned. The lessee should ride with appropriate, standard equipment required by the competent authorities.

**14.- FUEL.-** The fuel is not included in the rental Price. The lessor will hand the motorcycle over with a full tank. Therefore, the lessee will return the motorcycle in the same condition. If the lessee returns the motorcycle with less fuel, the lessor will take out the corresponding amount from the deposit, plus TEN EURO for the expenses borne by the lessor. Filling up with diesel, causes serious damage to the motorcycles, which shall be covered by the lessee, with the deposit frozen until the repairs have been invoiced. Furthermore, the lessee will pay two days rent for the loss of earnings suffered by the lessor, for a minimum cost of FIVE HUNDRED EURO.

**15.- FINES AND OTHER CHARGES.-** The lessee agrees to pay all the fines for non-compliance with the current and applicable Spanish legislation, particularly relating to the Highway Code and the transport guidelines specified. They also agree to cover the costs caused from the motorcycle being taken off public roads by police authorities. If a fine requires the driver's identification, the lessor will only notify the competent authorities of the lessee's identity. The lessee will bear the judicial and legal defence costs incurred by the lessor for accidents or misconduct caused by the lessee and/or their passengers, as well as the costs for the days in which the lessor cannot make free use of the motorcycle because it has been confiscated, it has broken down or been damaged during the period in which the rental is charged to the lessee.

**16.- INSURANCE.-** The lessor will hire out the motorcycle with a national insurance policy cover. The motorcyclists are covered by a third party insurance policy (mandatory and voluntary civil liability, legal defence and road-side assistance). Of the latter, the lessee accepts to cover the costs of the damages incurred up to the market value in accordance with the table of the Spanish Treasury. The lessor has a copy of the insurance policy which is made available to the lessee.

**17.- LOSS OF KEYS, LOCK OR HELMETS.-** The cost of the loss of the motorcycle keys or lock will be taken from the deposit made by the lessee for the manufacturer's KEY COST plus ONE HUNDRED EUROS for the expenses incurred to the lessor. In the same way, in case of losing any of the helmets, the cost of the helmet will also be taken from the deposit left by the lessee plus FIFTY EUROS for the expenses incurred to the lessor.

If the deposit weren't enough to cover the expenses, the lessee authorises the lessor to charge the corresponding amount his credit card.

**18.- RENTAL PRICE AND CARD CHARGES.-** The rental price, as well as the deposit are established by the General Rate in Force, made available to the lessee, plus the corresponding VAT. The lessee should pay these in advance. The deposit cannot be used as a means to extend the rental. The payment of said amounts should be made by credit or debit card. The lessee authorises the lessor to charge all the

amounts incurred by this contract to their credit or debit card, for deposit, rental, damages made and total or partial theft.

**19.- MOTORCYCLE BOOKINGS.-** The lessee will be able to reserve the rental of a motorcycle by telephone. The lessor shall inform the lessee of the available models on the dates requested. The lessee will be able to reserve two models, one as a preferred option and the other as a second option. If, due to force majeure, the lessor does not have the selected models available, they will provide the lessee with another model, of similar characteristics or return the deposit. If the lessee cancels their booking with more than 30 days notice, the lessor will return the full amount. However, only 50% will be returned if the cancellation is made between 15 and 30 days before. If the cancellation is made with less than 15 days notice, the lessee will not be entitled to receive any amount. If the lessee picks up the motorcycle after the start date booked, but before the end date, they may use it until the end date of the booking, without being entitled to have any amount returned to them for the days the motorcycle was not used.

**22.- RENT.-** The lessee accepts to rent the chosen motorcycle and declares, regardless their nationality, to have read and understood the conditions of this agreement.

**23.- APPLICABLE JURISDICTION.-** Both parties expressly waive their own jurisdiction and submit themselves to the Courts of Jerez de la Frontera to settle any doubt or disagreement which may arise with regard to the interpretation and enforcement of such agreement.

**THE LESSOR**

**THE LESSEE**

**THE AUTHORISED DRIVER**