



## MOTORCYCLE HIRE AGREEMENT (Premium & Collectable Motorcycles)

AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_

### PARTIES

1. **A J DOUBLE J LIMITED** a duly incorporated company, having its registered offices in Tauranga, trading as **ADRENALYN MOTORCYCLES** (“Owner”)

2. **Name (Hirer):** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_

### IT IS AGREED

#### 1. VEHICLE DESCRIPTION

1.1 The Owner agrees to let and the Hirer agrees to take on hire subject to the terms and conditions of this agreement the following Vehicle:

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Registration:** \_\_\_\_\_ **Petrol / Km's:** \_\_\_\_\_

**Condition:** \_\_\_\_\_

#### 2. TERM OF HIRE

2.1 The term of the hire shall commence from:

2.2

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

And cease at:

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

2.3 The term of the hire may be extended by the Hirer seeking the Owner’s consent.

2.4 For the purposes of interpretation of this agreement, the term of the hire and any extension of the term of the hire means “Term of Hire”

### 3. PERSONS WHO MAY DRIVE THE VEHICLE

3.1 The Vehicle may be ridden during the Term of Hire only by those persons named in this clause, and only if they hold a current driver's license appropriate for the Vehicle at the time when they are riding the Vehicle and comply in all other respects with this agreement.

**Driver (1) Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_\_

**License Number:** \_\_\_\_\_

**Signature of License Holder:** \_\_\_\_\_

**Driver (2) Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_\_

**License Number:** \_\_\_\_\_

**Signature of License Holder:** \_\_\_\_\_

3.2 It is hereby acknowledged by the Hirer that only the drivers named in clause 3.1, may drive the Vehicle named in clause 1.1.

### 4. PAYMENTS BY HIRER

4.1 Table of Payments.

CHARGE	PERIOD	QTY	DAILY RATE	TOTAL
Vehicle Rental	Hour*		\$40	
	Half Day*		\$100	
	Day*		\$150	
	2 - 6 Days		\$125	
	7 Days Plus		\$100	
Collision Damage Waver	Day		\$10	
Helmet	Day		\$10	
* Helmet Hire Included				
Bond – Cash or EFTPOS (Refunded on Return)			\$3,000	
Bond – Credit Card:			Nil	
Credit Card Number:		Expiry:		
<b>TOTAL DUE (incl GST)</b>				

4.2 Additional Charges.

The Hirer agrees to pay extension charges as listed below for every hour or part of an hour that the vehicle is returned late.

CHARGE	PERIOD	QTY	RATE	TOTAL
Extension Charges	Hour		\$25	
** Daily Mileage Charge	Over 250km		\$0.50 per km	
Petrol	Liters		\$3	
<b>TOTAL DUE (incl GST)</b>				

- 4.3 The Hirer shall pay the Owner as payment for the hire of the Vehicle for the Term of Hire, the Total Due as specified in clause 4.1, on the commencement of the hire.
- 4.4 The Hirer shall supply the Owner with his or her credit card number or pay the bond specified. This is to cover the costs of the insurance excess in the event of any damage to the Owner's vehicle or any other property as well as additional charges for late return of the vehicle or petrol used.
- 4.5 The Hirer shall pay for petrol used (but not oil) used, including salvage cost (if any) of the vehicle during the Term of Hire.

## 5. HIRER'S OBLIGATIONS

- 5.1 The Hirer shall ensure that:
- The oil in the Vehicle is refilled if the oil warning light shows. Failure to do this may result in engine damage charged to the Hirer.
  - The tyres are maintained at the proper pressure.
  - Only 95 or higher Octane "premium" fuel is put into the Vehicle.
  - The Vehicle is returned in a clean and tidy condition.
- 5.2 The Hirer shall ensure that all reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use.
- 5.3 The Hirer is responsible for payment of all tolls, parking tickets & traffic offenses.

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Signature of Hirer

## 6. COLLISION DAMAGE WAIVER

- 6.1 For an additional charge of \$10 per day you can purchase Collision Damage Waiver (CDW) to reduce your liability for the CDW excess to \$ [REDACTED]. CDW is for one event only, not several events. Additional drivers named in clause 3.1 can also purchase CDW cover if they intend to ride the Vehicle.

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Signature of Hirer

## 7. NO INSURANCE

- 7.1 The Hirer hereby acknowledges and accepts that he or she has no insurance cover of any kind under this agreement in respect to any damage, injury, death, or loss caused by the Vehicle, any person or any property.

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Signature of Hirer

- 7.2 The Hirer hereby acknowledges and accepts that Vehicle is let to the Hirer at the Hirer's own risk in respect of any damage, injury, death or loss arising from the use of the Vehicle and consequential loss by the Owner or any other party. The Hirer accepts that he or she might be liable to the Owner or any other person for any loss or damage by or to the Vehicle and consequential loss and agrees to indemnify the Owner against any loss, claim, infringement notice, action or proceeding.

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Signature of Hirer

- 7.3 The Hirer may, at his or her own cost, arrange for and insure the Vehicle during the Term of Hire.



**YOU SHOULD NOT SIGN THIS UNLESS YOU UNDERSTAND ITS EFFECT**

**8. OWNER'S OBLIGATIONS**

- 8.1 The Owner shall supply the Vehicle in a safe & roadworthy condition.
- 8.2 The Owner shall be responsible for all ordinary and extraordinary costs of running the Vehicle during the Term of Hire except to the extent that the terms of this agreement those costs are payable by the Hirer.

**9. MECHANICAL REPAIRS AND ACCIDENTS**

- 9.1 If the Vehicle is damaged or requires repair or salvage, whether because of accident or breakdown, the Hirer shall advise the owner the full circumstances by telephone as soon as practicable.
- 9.2 The Hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or other property.
- 9.3 The Hirer shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, transmission, braking or suspension system of the Vehicle.

**10. USE OF THE VEHICLE**

- 10.1 The Hirer or any person permitted to use the Vehicle in accordance with clause 3, shall not use or operate or permit the Vehicle to be used or operated:
  - a) Under the influence of alcohol or any drug that affects his or her ability to drive the Vehicle;
  - b) If it becomes unsafe or in unroadworthy condition that arose during the Term of Hire;
  - c) In any race, speed test, rally or contest;
  - d) If at any time he or she is disqualified from holding or has never held a drivers license appropriate for that Vehicle;
  - e) Sublet or hire the Vehicle to any other person;
  - f) Permit the Vehicle to be operated by any person not named in clause 3, or outside his or her authority;
  - g) In circumstances that constitute an offense by the driver against the Land Transport Act 1998;
  - h) In breach of the Transport Act 1962, The Land Transport Act 1998, the Traffic Regulations 1976, or any other act, regulation, rules or bylaws relating to road traffic;
  - i) For the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle; and
  - j) On any beach or unsealed road.

**11. RETURN OF THE VEHICLE**

- 11.1 The Hirer shall, at or before the expiry date of the Term of Hire, deliver the Vehicle to 133b Totara St, Mt Maunganui, or obtain the Owners consent to the continuation of the hire for an extension of the Term of Hire.
- 11.2 One of the Owner's staff must see the Vehicle to check that it is in good condition. If the vehicle is returned outside business hours, the Hirer remains responsible for the Vehicle until it is inspected by a member of the Owners staff.

**12. NO REFUNDS**

- 12.1 No refunds of the Total Due (clause 4.1) will be granted by the Owner if the Vehicle if returned before the expiry of the Term of Hire.

**13. IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE**

- 13.1 The Owner shall have the right to terminate the Term of Hire and take immediate possession of the Vehicle if the Hirer fails to comply with any of the terms of this agreement, or if the Vehicle is damaged. The termination of the Term of Hire under the authority of this clause shall be without prejudice to the rights of the Owner and the rights of the Hirer under this agreement or otherwise.

**14. PRIVACY**

- 14.1 The Owner collects personal information about the Hirer and the drivers named in clause 3 for use in connection with this agreement, and will only provide personal information to third party agencies (such as debt collection agencies) to enforce this agreement.
- 14.2 The Hirer can request access to, or update and correct personal information held about him or her by the Owner.

**15. ENTIRE AGREEMENT**

- 15.1 The terms and conditions of the agreement constitute the entire agreement between the parties and the Hirer who is entering this agreement has relied solely on his or her judgment.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Hirer

\_\_\_\_\_  
Dated