

HIRE AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 20____

Between:- (1) CAYMAN MOTORCYCLE TOURS having its registered office at P.O. Box 30520, #4 Dorcy Place, George Town, Grand Cayman KY1-1203, Cayman Islands (hereinafter called “the Company” which expression, for the purposes hereof shall include all members and directors and officers or managers and employees and staff of the Company) of the one part

And:- (2) _____ of _____
(hereinafter called “the Hirer”) of the other part.

WHEREBY IT IS HEREBY AGREED as follows:-

AGREEMENT FOR HIRE

1. The Company will hire to the Hirer and the Hirer will hire from the Company the motorcycle described in the schedule hereto (hereinafter called “the Motorcycle”) on the following terms and conditions and Hirer’s interest shall be a solely limited to the hiring of the Motorcycle and no interest in the title to the Motorcycle shall pass to the Hirer. It is expressly agreed that the Hirer is not, and does not hereby in any way become the agent, servant or employee of the Company in any manner whatsoever.
2. The hiring shall commence on the date and the time specified in the schedule and shall continue for the period and end on the date and the time therein stated.

HIRE CHARGE

3. The Hirer will pay in cash or secured funds on an approved credit or charge card prior to the commencement of the period of the hiring, the full specified cost of the rental in the schedule and no part of such charge shall under any circumstances be returnable except at the sole discretion of the Company.

DEPOSIT

4. The Hirer shall pay in cash or secured funds from an approved credit or charge card prior to the commencement of the period of the hiring the deposit specified in the schedule. The Company shall (without prejudice to his/her other rights against the Hirer) be at liberty to retain out of such deposit the amount of any loss or damage for which the Hirer's responsible under the provisions of clause 6 hereof.

CARE, USE AND CUSTODY OF THE MOTORCYCLE

5. The Hirer shall drive the Motorcycle only while fully qualified to do so and whilst holding all legally valid and necessary current licenses and permits free from endorsements entitling the Hirer to drive the Motorcycle on the Island of Grand Cayman legally and shall at all times drive the Motorcycle in a careful, considerate, safe, law abiding and responsible manner in accordance with all the legal requirements and with the Company's standard policy of insurance which is available for inspection at the Company's offices. The Hirer shall not use the Motorcycle or permit the Motorcycle to be used:-
- a. to carry passengers for a consideration expressed or implied (for hire or reward);
 - b. in violation of any of the terms and conditions of this Agreement;
 - c. in any race, speed contest or reliability trial;
 - d. to propel or tow any trailer or any vehicle used as a trailer;
 - e. by any person who does not hold a valid license which entitles him/her to drive the Motorcycle on the island of Grand Cayman;
 - f. by any other driver other than the Hirer;
 - g. by a driver or any person who has given a fictitious name or address or has in anyway attempted to mislead the Company or the Hirer;
 - h. by any person under the influence of intoxicants or narcotics;
 - i. in any way recklessly as to speed or otherwise or for any illegal purpose;
 - j. in any manner which may constitute a breach of the terms of the policy of insurance covering the Motorcycle;
 - k. for any sole purposes other than to participate in an activity operated by Cayman Motorcycle Tours;

and the Hirer further agrees to adhere to the following terms and conditions:-

- l. to follow all instructions given by any representative of Company.
- m. to understand and strictly obey all traffic and civil law in force in Grand Cayman;
- n. to make every safe effort to remain as part of the riding group and not to intentionally drop back or separate from the group.
- o. not to overtake any rider in the group and to safely maintain their assigned position in the riding group;
- p. to understand and fully accept that should their riding behaviour or riding standard cause any Company's representative concern for the safety of the riding group or other road users, then the Hirer and any passenger will be required immediately to return the Motorcycle to the control of the Company's representative and arrange alternative transportation back to their chosen location at their own cost. No refund will be provided and the Hirer may be liable for the applicable cost of collection of the Motorcycle levied by the Company;
- q. in the event of an accident to make all possible efforts to immediately

- r. contact the Company and the police to inform them of the accident;
to advise the Company if they are taking any medication, or are under the influence of any prescribed or unprescribed drugs or intoxicants and alcohol. Furthermore, the Company reserves the right to cancel the hiring and terminate this Agreement should the Company suspect the impairment of the ability to ride safely and legally. Riding as a passenger or driving under the influence of alcohol and drugs is strictly forbidden;
- s. in the event of an accident not to accept blame or liability on behalf of the Company or hold the Company liable for any personal injury to themselves or others; and
- t. the Hirer further accepts that riding on motorcycles is inherently a dangerous activity with increased risk which may result in temporary or permanent injury, disfigurement or disability and death and accepts these risks freely and releases the Company from any liability or moral responsibility in respect to injury or loss experienced by the Hirer or any passenger.

AGE

- 6. The Hirer or any named driver shall have attained the age of 25 years.

DRIVER'S LICENCE

- 7. The Hirer must have held a full motorcycle licence for a period exceeding 24 months prior to the hiring.

DRIVER EXPERIENCE

- 8. The motorcycles offered by the Company are custom motorcycles and therefore may be very different to those previously experienced by the Hirer. In order to ascertain the driving standard, experience and suitability of any prospective hirer the Company may ask such prospective hirer to take a pre-rental assessment to determine the such prospective hirer's level of driving standard, expertise and safety on the public road. If the Company determines that any prospective hirer's driving standard, experience and suitability is not sufficiently expert, the Company may refuse to enter into a hire agreement with such prospective hirer and the Company's decision on the assessment of any prospective hirer's level of driving standard, expertise and safety will be final.

DANGERS

- 9. The Hirer recognises and accepts: -
 - (i) the inherent danger in riding, or riding on, motorcycles on or off public roads, which could lead to injury, death or permanent disfigurement or disability and/or damage to motorcycles and or other property of the Hirer

or others (the "Risks") as well as the increased danger of the same that may apply when riding motorcycles in small or large groups; and

- (ii) that road accidents do happen for a variety of causes

and the Hirer agrees to be fully responsible for the Risks and for the Hirer's own personal safety, the safety of those riding on vehicles in their custody or control, the safety of others riding with them in the group and fully responsible for the safety of their own property or property they have custody or control over.

RELEASE

- 10. The Hirer further hereby releases the Company from, and undertakes to indemnify and hold the Company harmless from, any and all claims, damages, costs, expenses or other liability in respect of:-

- (i) the Risks;
- (ii) damage or loss to property of the Hirer, or of any others riding with them in the group or any other persons, through any cause whatsoever;
- (iii) death of or bodily injury to the Hirer, or death of or bodily injury to any others riding with them in the group or or death of or bodily injury to any other persons, through any cause whatsoever;
- (iv) damage to or loss of the property of the Hirer, or of any others riding with them in the group or any other persons.

CAYMAN MOTORCYCLE TOURS INSURANCE

- 11. The Company advises the Hirer that it carries only third party insurance in respect of the matters detailed in clause 11 above as required by the road traffic laws of the Cayman Islands.

ROAD AND WEATHER CONDITIONS

- 12. The Hirer hereby acknowledges and accepts that the Company provides no assurances about the state or condition of the roads which the may be used during the hiring nor about the state or condition of the weather.

STATEMENT OF HEALTH

- 13. The Hirer thereby certifies that he or she has neither a condition nor circumstance, such as medication. that would prevent him/her from participating in the hiring.

SEVERABILITY

14. If any term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

CHOICE OF LAW & VENUE SELECTION

15. In the event of a lawsuit concerning this Agreement or any matter in relation to the hiring the Hirer agrees that all causes of action in relation to this Agreement shall be filed only in the Grand Court of the Cayman Islands. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, to the exclusive jurisdiction of whose courts the parties hereto submit.

IN WITNESS WHEREOF this Agreement has been executed by the parties as a deed on the first date first above written.

Executed as a Deed by)
for and on behalf of)
CAYMAN MOTORCYCLE TOURS)
in the presence of:)
_____)

)
Per: _____

Witness

Executed as a Deed by)
in the presence of:-)
_____)

Witness

Hirer:-
Passenger:-
E-mail:-

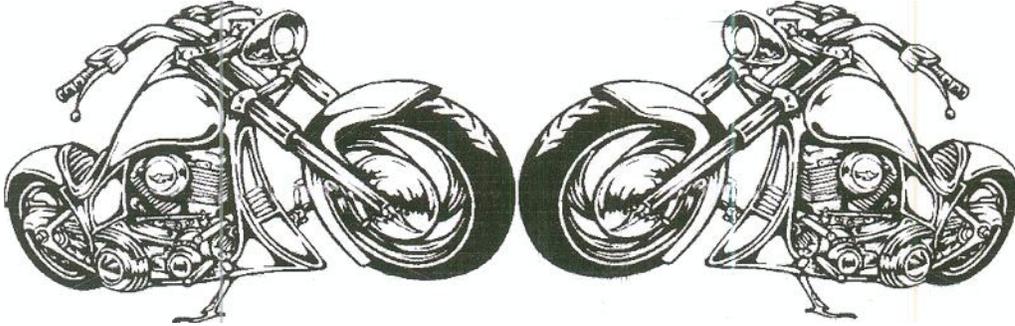
Emergency Contact Information:-
Name:-
Phone:-
Relationship:-

CAYMAN MOTORCYCLE TOURS DAMAGE REPORT FORM (Appendix 1)

Contract number

Hirer's name

PRE-RENTAL DAMAGE REPORT



Place an 'X' above on any areas of damage

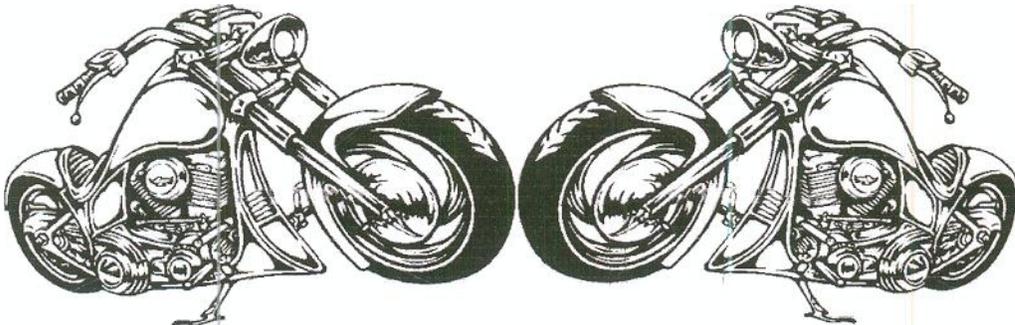
Customer Signature

Date

CMT Representative

Date

POST-RENTAL DAMAGE REPORT



Place an 'X' above on any areas of damage

Customer Signature

Date

CMT Representative

Date