

Motorcycle Rental Agreement _____ / _____

This Motorcycle Rental Agreement is made on _____

Between: _____

ID/Passport No. _____, date of expiry _____,
of _____; (“Renter” or “Party”)

2nd Driver: _____

ID/Passport No. _____, date of expiry _____,
of _____;

and

MOTOYARD LTD, the company registered in the Republic of Cyprus, under registration No. HE451806, TIC/VAT60035277G, registered address 20 Ionos street, office 501, CY2406 Egkomi, Nicosia, Cyprus. (“Owner” or “Party”). Jointly may also be referred as “Parties”.

This agreement is subject to the following terms and conditions as well as full terms and conditions of the Motorcycle rental displayed and published on the Motoyard Ltd (Owners website <https://motoyard.cy/>), that has been duly read, understood and accepted by the Renter during the prior booking of the Motorcycle via Owners website (<https://motoyard.cy/>), respectively.

Rental Vehicle(“Motorcycle”)

Owner hereby agrees to rent to Renter the following Motorcycle:

MOTORCYCLE				
Make:		Model:		Year:
Reg.No.				Mileage:
RENTAL TERM				
Starting Date:		Pickup Time:		Rental Fee Per day:
Ending Date:		Return Time:		Total Rental Fee:
Pickup Location:		Delivery:	Yes / No	Price
Return Location:		Delivery:	Yes / No	Price
Security Deposit:		Liability Wavier	Yes / No	Price
Mileage Limit:		€KM		

Accessories:

- a) _____ € _____ per day; c) _____ € _____ per day;
b) _____ € _____ per day; d) _____ € _____ per day;

Term:

This Agreement shall commence on the day the Renter takes possession of Motorcycle and remain in full force and effect until the End Date and the Motorcycle is returned to Owner. Renter shall return Motorcycle to the agreed return location. If Motorcycle is not returned on End Date, Owner reserves the right to take any action necessary to regain possession of the Motorcycle. Owner reserves the right to terminate this agreement earlier upon notice to the Renter.

Security Deposit:

A security deposit will be taken at pick-up (Authorization Only) and must be processed via a valid credit card or cash. Owner shall retain this deposit to be used, in the event of loss of or damage to the Motorcycle during the term of this Agreement, to defray fully or partially the cost of necessary repairs or insurance excess. In the absence of damage or loss, said deposit shall be returned to the Renter;

Owner Warranty:

The Owner represents that to the best of his knowledge and belief that the Motorcycle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

Condition of Motorcycle:

Renter acknowledges that Renter has examined the Motorcycle and that it is in good condition, except as otherwise specified, that he received the video record over WhatsApp/email from the owner showing the external condition of the Motorcycle, made by the Owner in presence or the Renter on the moment of the collection of the motorcycle.

Restriction on Use:

Renter shall not allow any other person to operate the Motorcycle, operate the Motorcycle in violation of law, including but not limited to driving under the influence of alcohol or drugs; Renter shall not operate the Motorcycle for any race, test or contest, ride the Motorcycle outside the public roads dedicated for driving.

Repairs and Damages:

Parts and accessories shall not be replaced or repaired without Owner’s prior consent. In the event Renter is in an accident, has an incident or if Motorcycle is subject to theft or vandalism Renter shall report the accident or incident to Owner as soon as practicable, not move Motorcycle from the accident spot and call police.

Indemnification and Liability:

Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability for any property damage or personal injury arising from Renter’s use of Motorcycle by any cause, except to the extend caused by Owner’s negligence or willful misconduct. In no event shall Owner be responsible for any direct, special or consequential loss or damages arising from Renter’s use of Motorcycle, including but not limited to loss profits and loss revenue even if informed of such damages or possibility of such damages. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

Theft and total loss:

Renter have the obligation to compensate Moto Owner in the event of theft (total or partial) or loss (total or partial) of Motorcycle in full, unless liability waiver was in place and pre-arranged during initiation of this agreement.

Existing Damage to Motorcycle:

The Parties acknowledge the existing damage to the Motorcycle as noted below:



Entire agreement:

This Agreement along with the **Terms and Conditions published on the Owner’s website** (<https://motoyard.cy/>) represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement along with Terms and Conditions published on the Owner’s website (<https://motoyard.cy/>), can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.

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 acknowledges having read and understood the foregoing.

Renter

<input type="checkbox"/> I agree to the terms and conditions (link to)	<input type="checkbox"/> I accept the privacy policy (link to)
<input type="checkbox"/> I read, understand and accept all the terms and conditions of motorcycle rental agreement (link to)	<input type="checkbox"/> I/ We certify that information provided above, all details and statements are true and correct.

Printed name: _____

Signature: _____

Date: _____

Owner

Printed name: **MOTOYARD LTD**

Signature: _____

Date: _____

EXPRESS CONSENT OF THE INSURANCE AND DECLARATION FORM

ANNEX 1 TO THE RENTAL AGREEMENT № _____, DATE _____

Questionnaire			
1	Renter's name		
2	Passport/ID №		
3	Date of Birth		
4	Type of license	EU <input type="checkbox"/>	International <input type="checkbox"/>
5	Date of initial issue	Other: _____	
6	Home Country Address		
7	Address in Cyprus		
8	Profession		
9	Type of Rental Vehicle Registration	Rental & leasing vehicle registration	
10	Purposes vehicle will be used	Vehicle is to be used for the carriage of passengers for hire or remuneration	
11	Will the vehicle be driven only by you?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
12	If not, state the name of any other person who will drive		
13	To the best of your knowledge and belief do you or the other person suffer from any physical disability or impaired vision or hearing?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
14	You or the other person have been convicted within the last three years of any offence in relation to any Motor Vehicle	<input type="checkbox"/> YES <input type="checkbox"/> NO	
15	Do you or the other person have a valid driver's licence which is free from endorsement?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
16	Has any Company or Insurer in relation to motor insurance rejected any proposal by you or such person?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
17	Has any Company or Insurer in relation to motor required you or the person in question to bear any damage to the first party?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
18	Has any Company or Insurer in relation to motor insurance required you or the person in question to bear any damage to the first party	<input type="checkbox"/> YES <input type="checkbox"/> NO	
19	Has any Company or Insurer in relation to motor insurance required you or the person in question demanded an increased premium or imposed special conditions?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
20	Has any Company or Insurer in relation to motor insurance required you or the person in question refused to renew any Policy?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
21	Has any Company or Insurer in relation to motor insurance required you or the person in question cancelled any Insurance Policy?	<input type="checkbox"/> YES <input type="checkbox"/> NO	

I do hereby accept proposal for insurance coverage, the motor vehicle is to be used for the carriage of passengers for hire or remuneration;

This FORM was filled by the Renter immediately upon receipt, which Form as well as the Proposal and Statement referred to in this Policy form the basis of the Agreement contained in this Policy insofar as it relates to the coverage valid for as long as the Motor Vehicle is rented to the Renter.

I/We/certify that the above details and statements are true.

Date.....

Name.....

Renter's Signature