



MOTORCYCLE RENTAL AGREEMENT

This rental agreement is entered into by the motorcycle owner (“Novō”) and renter (“Renter”) and outlines the respective rights and obligations of each party with respect to the rental of a motorcycle on a guided tour.

1. IDENTIFICATION OF THE RENTAL MOTORCYCLE:

- Novō hereby agrees to rent to Renter the motorcycle identified as follows:
 - Make: Royal Enfield
 - Model: Himalayan
 - Plate Number:
- This vehicle will hereafter be referred to as “Rental Motorcycle”.

2. RENTAL TERM:

- The term of this Motorcycle Rental Agreement runs from the time of motorcycle handover as indicated just above the signature line at the bottom of this agreement until the end of the trip as dictated by Novō, and completion of all terms of this agreement by both Parties. The tour is as follows:
 - Start date:
 - End date:
- The Parties may change the length of or adjust the tour by mutual consent.

3. SCOPE OF USE:

- Renter will comply with all applicable laws relating to holding of licensure to operate the Rental Motorcycle, and pertaining to operation of motorcycles. Renter will not sublease the Rental Motorcycle or use it as a vehicle for hire. Renter will not take the Rental Motorcycle to any location not previously arranged with Novō or outside of Novō’s supervision.
- Renter confirms they have the ability to operate the Rental Motorcycle and all damages incurred while on the tour are the Renter’s responsibility.
- Only gasoline purchased from an authorized gas station may be used with the Rental Motorcycle.
- **The Rental Motorcycle may not be taken onto the Salar de Uyuni if the Salar is in any way wet.** Violation of this rule will result in total forfeiture of the damage deposit as well as any additional expenses for damages incurred outside of the damage deposit.
- **The motorcycles must be professionally washed immediately after exiting the (dry) Salar de Uyuni.**

- The Rental Motorcycle may not be taken into Parque Eduardo Avaroa without permission from Novō. Violation of this rule will result in total forfeiture of the damage deposit as well as any additional expenses for damages incurred outside of the damage deposit.
- For motorcycle rentals without the mechanical support of Novō Adventures (i.e. the hire of support truck + mechanic), you will be responsible for maintaining the Rental Motorcycle in mechanical order during the trip (chain lubrication, bike clean, daily mechanical checks) and for the cost of bike transportation in the event of a breakdown.
- Motorcycles must be parked at a secure location at each overnight stop.
- If the motorcycle is unable to complete the tour / rental period due to accident damage, Novō is not responsible for supplying a replacement motorcycle.
- Renter will not allow any person to operate the Rental Motorcycle unless first mutually agreed upon by Novō and the Renter and identified here:
 - Primary rider:
 - License #
 - Secondary rider:
 - License #

4. RENTAL FEES:

- Renter will pay to Novō the amount agreed upon in their quotation from Novō on arrival. This payment should be made in cash (USD - 100 dollar bills) unless agreed otherwise.
- Renter agrees to abide by the penalties outlined by Novō for violation of any agreed rule.

5. SECURITY DEPOSIT:

- Renter will be required to provide a security deposit to Novō in the amount of \$1,000.00 USD ("Security Deposit") in cash (USD or EUR) to be used in the event of loss or damage to the Rental Motorcycle during the term of this agreement.
- A deduction of \$100 will be made from the security deposit if the BSISA fuel card is not returned with the motorcycle.
- In the event of damage to the Rental Motorcycle, Novō will apply this Security Deposit to the costs of necessary repairs or replacement.
- If the Rental Motorcycle is returned to Novō in acceptable condition by the Renter, the security deposit will be returned.

6. INSURANCE:

- The Rental Vehicle has insurance coverage for theft, collision damage, and third-party liability and is fully licensed to operate on Bolivian roads. Any expenses up to \$1,000 USD will be deducted from the \$1,000.00 USD taken from the Security Deposit.
- Renter will be liable for all expenses (in addition to the \$1,000 USD) if damages are caused by:
 - riding the Rental Motorcycle onto the Salar de Uyuni when wet
 - bike theft due to negligence
 - damage to Rental Motorcycle due to improper handling (excess speed, dangerous driving, etc.)
 - riding while under the influence of alcohol or drugs.

7. INDEMNIFICATION:

- Renter agrees to indemnify, defend, and hold harmless Novō for any loss, damage, or legal actions against Novō as a result of Renter's operation or use of the Rental Motorcycle during the term of this Motorcycle Rental Agreement. This includes any attorney fees necessarily incurred for these purposes.
- Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rental Motorcycle.
- Renter agrees to indemnify, defend, and hold harmless Novō for any items in Renter's luggage or possessions found to be in violation of any local or international laws during the term of this Motorcycle Rental Agreement. This includes any attorney fees necessarily incurred for these purposes.

8. REPRESENTATIONS AND WARRANTIES

- Novō represents and warrants that to Novō's knowledge, the Rental Motorcycle is in good condition and is safe for ordinary operation of the vehicle.
- Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.
- Renter has been given an opportunity to examine the Rental Motorcycle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated on the separate Existing Damage document.

9. JURISDICTION AND VENUE

- In the event of any dispute over this agreement, this Car Rental Agreement will be interpreted by the laws of Bolivia, and any lawsuit or arbitration must be brought in Bolivia.
- If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

This Motorcycle Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties.

DATE OF VEHICLE PICKUP:

TIME OF VEHICLE PICKUP:

OWNER:

NAME:

DATE:

SIGNATURE:

RENTER:

NAME:

DATE:

SIGNATURE:

