

MOTORCYCLE RENTAL AGREEMENT

1. 1. Parties

This Motorcycle Rental Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [RENTER NAME], located at [RENTER ADDRESS] (the "Renter"). The Renter driver license number is [LICENSE NUMBER], issued by [ISSUING STATE], expiring [LICENSE EXPIRATION], with motorcycle endorsement [ENDORSEMENT CODE], and the Renter date of birth is [DATE OF BIRTH]. The emergency contact for the Renter is [EMERGENCY CONTACT NAME AND PHONE], and the Owner may be reached during the Rental Period at [OWNER PHONE]. Each Party represents that the person signing below is authorized to do so and that all information provided about identity, endorsement, riding experience, and insurance is accurate.

2. 2. Motorcycle Rented

The Owner rents to the Renter the following motorcycle (the "Motorcycle"): [YEAR, MAKE, MODEL], displacement [ENGINE DISPLACEMENT] cc, VIN [VIN], license plate [PLATE NUMBER AND STATE], color [COLOR], with an odometer reading of [START ODOMETER] miles and a fuel level of [START FUEL LEVEL]. Included equipment is: [EQUIPMENT LIST, e.g., helmet(s), gloves, jacket, saddlebags or top case, tank bag, disc lock, tool kit, phone mount, tire pressure gauge, rain cover]. The declared replacement value of the Motorcycle is [REPLACEMENT VALUE]. Title remains with the Owner at all times, and this Agreement is a rental only, not a sale or a lease-purchase. The Renter will not remove or obscure any registration decal, VIN plate, or tracking device installed on the Motorcycle.

3. 3. Rental Period and Return

The Rental Period begins on [START DATE AND TIME] and ends on [RETURN DATE AND TIME], when the Renter will return the Motorcycle to [RETURN LOCATION] with all keys, gear, and accessories. Rental charges accrue until the Motorcycle is physically returned and inspected, whether or not the Renter is riding it. A grace period of [GRACE PERIOD, e.g., 30 minutes] applies to the return time; after that, [LATE HOUR RATE] per hour applies up to one additional day at the daily rate, plus any documented loss from a missed subsequent reservation. Extensions must be requested at least [EXTENSION NOTICE, e.g., 4 hours] before the scheduled return and are effective only when confirmed by the Owner in writing. Early return does not entitle the Renter to a refund of any prepaid minimum rental of [MINIMUM RENTAL PERIOD].

4. 4. Rates, Deposit, and Payment

The Renter will pay [DAILY RATE] per day, [WEEKEND RATE] per weekend, or [WEEKLY RATE] per week, plus applicable taxes and any gear rental charge of [GEAR RENTAL FEE]. A refundable security deposit of [DEPOSIT AMOUNT] is due before departure, or the Renter authorizes a hold in that amount on a credit card held in the name of the Renter. The Owner may apply the deposit to unpaid rental charges, excess mileage, fuel, cleaning, missing or damaged gear, tolls and citations, the insurance deductible, and the cost of repairing damage. The unused balance will be released within [DEPOSIT RETURN PERIOD, e.g., 10 business days] after return and inspection, with a written itemization of any amounts withheld. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less.

5. 5. Rider Eligibility, Endorsement, and Experience

The Motorcycle may be ridden only by the Renter, who must be at least [MINIMUM RIDER AGE] years old, must hold a valid driver license with a current motorcycle endorsement recognized in every state where the

Motorcycle will be ridden, and must have at least [MINIMUM RIDING EXPERIENCE, e.g., two years] of street riding experience including experience on a motorcycle of at least [COMPARABLE DISPLACEMENT] cc. The Renter represents that the endorsement is not suspended or restricted and that the Renter has no impaired driving conviction in the last [LOOKBACK PERIOD, e.g., five years]. The Owner may require completion of a rider safety course, a short supervised ride, or a parking lot skills demonstration before releasing the Motorcycle, and may decline the rental at its discretion if the Renter cannot demonstrate competent control. No passenger may be carried unless the Motorcycle is equipped for two riders and the Owner approves in writing, in which case the passenger must also be at least [PASSENGER MINIMUM AGE] years old and fully geared. Allowing any other person to ride the Motorcycle is a material breach.

6. 6. Helmet, Protective Gear, and Safety

The Renter and any approved passenger will wear a properly fitted helmet meeting the applicable federal safety standard at all times while the Motorcycle is in motion, regardless of whether the state requires it, and will also wear [REQUIRED GEAR, e.g., eye protection, over-the-ankle footwear, full-finger gloves, and an abrasion-resistant jacket]. Gear supplied by the Owner is provided as a courtesy and must be returned in the condition received, with damaged or missing gear charged at [GEAR REPLACEMENT COST]. A helmet involved in any impact must be reported and will be charged at replacement cost because it can no longer be used. The Renter will ride within personal ability and posted limits, will not ride when fatigued, and will stop in unsafe conditions. Riding without a helmet or required gear is a material breach that voids any damage waiver and forfeits the deposit.

7. 7. Pre-Ride Inspection and Condition Report

Before the Motorcycle leaves the possession of the Owner, both Parties will complete and sign the Motorcycle Condition Report attached as Exhibit A, recording odometer and fuel level, tire tread against the minimum of [MINIMUM TREAD DEPTH] and tire pressure, chain or belt tension, brake pad condition, fluid levels, lights and signals, mirrors, levers, controls, and every existing scratch, scuff, dent, and case mark, supported by dated close-up photographs of the fairings, tank, exhaust, engine cases, levers, mirrors, and wheels. The Owner will demonstrate the controls, kill switch, fuel petcock or reserve, ABS or traction settings, and side stand cut-off, and will confirm the seat height and handling characteristics are suited to the Renter. The Renter will perform a basic pre-ride check before each ride. On return the Parties will repeat the inspection using the same report, and damage not recorded before departure is presumed to have occurred during the Rental Period.

8. 8. Permitted Use, Mileage, and Geographic Limits

The Motorcycle may be used only for lawful personal transportation and recreational riding on paved public roads. The rental includes [INCLUDED MILEAGE, e.g., 150 miles per day], and additional miles are charged at [EXCESS MILEAGE RATE] per mile. The Motorcycle may be ridden within [GEOGRAPHIC LIMIT, e.g., the State of X and adjoining states] and may not be taken into Mexico, transported by trailer, shipped, or ridden outside that area without prior written consent of the Owner. The Motorcycle may not be ridden on unpaved roads, gravel, sand, fire roads, or any track, closed course, or racing surface, and may not be ridden between sunset and sunrise unless expressly authorized. When unattended, the Motorcycle will be parked in a legal and reasonably secure location with the steering lock engaged and the supplied disc lock installed, and overnight it will be parked [OVERNIGHT PARKING REQUIREMENT, e.g., in a locked garage or a monitored lot].

9. 9. Prohibited Uses

The Renter will not: ride or permit riding while impaired by alcohol, cannabis, prescription medication, or any other substance; permit any person other than the Renter to operate the Motorcycle; carry a passenger without

written approval; use the Motorcycle in any race, time trial, track day, stunt riding, wheelie, burnout, speed test, or riding instruction; ride off-road or on any unpaved surface; exceed the posted speed limit or engage in lane splitting where it is not lawful; carry cargo that exceeds [MAXIMUM CARGO WEIGHT] pounds or obstructs control; tow anything; modify, remove, or adjust any component, including exhaust, suspension, ECU tuning, or bodywork; transport illegal or hazardous materials; use the Motorcycle for delivery, courier, rideshare, or any commercial purpose; or continue riding after any warning light, unusual noise, fluid leak, or handling change appears. Any prohibited use is a material breach that voids all protection and makes the Renter responsible for all resulting loss.

10. 10. Fuel, Maintenance, and Care

The Motorcycle is provided with a fuel level of [START FUEL LEVEL] and must be returned at the same level with the correct octane fuel. Fuel not replaced is charged at [FUEL RATE] per gallon plus a service fee of [REFUELING FEE], and misfueling is the responsibility of the Renter including draining and repair. The Renter will check tire pressure, chain tension and lubrication where applicable, brake feel, and fluid levels before each riding day, and will report any deficiency to the Owner rather than continuing to ride. The Owner is responsible for scheduled service and for repairs arising from normal wear. The Renter will not perform or authorize any repair above [REPAIR APPROVAL THRESHOLD] without written approval, will not add oil or fluids other than the specified type, and will return the Motorcycle reasonably clean, with excessive cleaning charged at [CLEANING FEE].

11. 11. Drops, Damage, Loss, and Theft

The Renter assumes all risk of physical damage to and loss of the Motorcycle during the Rental Period, regardless of fault. The Renter specifically acknowledges that a low-speed drop or tip-over, whether moving or stationary, commonly damages levers, mirrors, turn signals, engine cases, exhaust, tank, and bodywork, and that the Renter is responsible for the full cost of that repair. For repairable damage the Renter will pay actual repair cost plus loss of rental revenue at the daily rate for the reasonable repair period, not to exceed [LOSS OF USE CAP, e.g., 21 days]. If the Motorcycle is stolen or declared a total loss, the Renter will pay the declared replacement value less insurance proceeds actually received by the Owner. Theft while the Motorcycle was left unlocked, parked contrary to Section 8, or with the key accessible is not excused. Any accident, drop, theft, or damage will be reported to the Owner within [DAMAGE NOTICE PERIOD, e.g., 2 hours] with photographs, and a police report filed where required.

12. 12. Insurance, Waiver, and Deductible

The Renter will maintain motorcycle liability insurance covering the Renter for operation of a motorcycle of this class, with limits of at least [LIABILITY LIMITS], and will provide proof before departure, or will purchase the coverage offered by the Owner at [INSURANCE FEE] per day. Coverage carried by the Renter is primary and any coverage of the Owner is excess. The Renter is responsible for the deductible on any policy responding to a loss, up to [DEDUCTIBLE AMOUNT], and that amount may be charged against the deposit immediately. Any optional damage waiver of [DAMAGE WAIVER FEE] per day is not insurance and does not cover theft, drops caused by rider error where excluded, gear, off-road use, unauthorized riders, or any prohibited use. The Renter acknowledges that many personal auto policies do not extend to a rented motorcycle and that confirming coverage is the responsibility of the Renter.

13. 13. Accidents, Breakdown, and Roadside Events

In the event of an accident, drop, theft, or breakdown, the Renter will move to safety, call emergency services if anyone is injured, obtain a police report, photograph the scene and all damage, exchange information with any

other party, and notify the Owner at [OWNER EMERGENCY PHONE] as soon as safely practical. The Renter will not admit fault, authorize repairs, or accept a tow without approval of the Owner except where necessary for safety. Mechanical failure not caused by misuse is the responsibility of the Owner, who will arrange repair or a replacement machine where reasonably possible, and rental charges are suspended for each full day the Motorcycle is unavailable through no fault of the Renter. Roadside assistance and recovery are [ROADSIDE TERMS, e.g., included for mechanical breakdown only], and calls caused by running out of fuel, a dead battery, a lockout, or a drop are charged to the Renter at [SERVICE CALL FEE] plus actual towing costs. The Owner is not responsible for alternative transportation or trip costs.

14. 14. Tolls, Citations, Default, and Repossession

The Renter is responsible for all tolls, parking charges, camera citations, moving violations, and fines incurred during the Rental Period, including those received after return, plus an administrative fee of [CITATION ADMIN FEE] per item, and the Owner may identify the Renter to the issuing authority. Any citation for reckless riding, excessive speed, exhibition of speed, or riding under the influence voids all protection and makes the Renter liable for all resulting damage, towing, storage, and legal costs. The Renter is in default if it fails to return the Motorcycle on time, fails to pay when due, provides false information about the endorsement or experience, or breaches any use restriction. On default the Owner may terminate this Agreement, declare all amounts due, and, to the extent permitted by law and without breach of the peace, retake possession wherever the Motorcycle is found, including through any installed tracking device, with recovery costs charged to the Renter.

15. 15. Assumption of Risk, Indemnification, and Limitation of Liability

The Renter acknowledges that motorcycling is an inherently hazardous activity with a materially higher risk of serious injury and death than driving a car, and that risks include loss of traction on gravel, sand, paint, or wet surfaces, road debris, animals, weather, mechanical failure, and the conduct of other drivers who may not see a motorcycle. The Renter voluntarily and knowingly assumes all of those risks and accepts the Motorcycle AS IS, except for the express obligation of the Owner to provide a Motorcycle that is roadworthy, registered, and properly maintained at the start of the Rental Period. The Renter will defend, indemnify, and hold harmless the Owner and its personnel from all claims, injuries, damages, fines, and reasonable attorney fees arising from the possession, operation, or use of the Motorcycle during the Rental Period, except to the extent caused by the gross negligence or willful misconduct of the Owner. Neither Party is liable for indirect, incidental, or consequential damages, including lost wages or trip costs, and the total liability of the Owner will not exceed [OWNER LIABILITY CAP, e.g., the total rental charges paid].

16. 16. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought exclusively in the courts located in [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees. This Agreement, with the Condition Report and any written extension, is the entire agreement of the Parties and replaces all prior discussions; amendments must be in writing and signed by both Parties. The Renter may not assign this Agreement, and if any provision is unenforceable the remainder stays in effect. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. RENTER: [RENTER NAME]. Signature: _____. Printed Name: [RENTER SIGNER NAME]. Date: [DATE]. The Renter separately initials the assumption of risk in Section 15 and the drop damage responsibility in Section 11: _____. Electronic signatures have the same effect as original signatures.

17. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Motorcycle rental is regulated by state law, and requirements for endorsements, helmet use, passenger age, lane splitting, minimum liability limits, and the enforceability of liability releases and assumption of risk clauses vary substantially by state. Releases signed for recreational activities are limited or unenforceable in some jurisdictions, particularly for gross negligence. Review and adapt this document for your own facts, and consult a licensed attorney and your insurer before using it. Use of this template does not create an attorney-client relationship with ScanContract.

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