

## 1. Definitions

- a. The “**Bond**” is an amount that we charge and hold until the safe return of the motorcycle in accordance with this Agreement.
- b. “**This Agreement**” means the document issued to You by Us prior to the commencement of the lease and sets out Your details, the motorcycle details and the fees, costs, amounts and charges payable under the this Agreement;
- c. “**Motorcycle**” means the vehicle described in this Agreement and includes its parts, components, keys, accessories and contents as supplied by Us;
- d. For the purposes of the Agreement, the terms “**We**”, “**Us**”, and “**Our**” refer to Motorcycle Sportsmen of Qld Inc, its directors, officers, employees and agents;
- e. The term “**You**” or “**Your**” refers to the person(s) with whom this Agreement is made; and
- f. *The term “Your Account” refers to your credit card to which and charges are to be debited.*

## 2. Lease of Motorcycle

- a. You agree to lease from us the motorcycle for the period(s) of time detailed in this Agreement. The motorcycle remains Our property at all times and for the duration of this Agreement;
- b. You must return the motorcycle to us by no later than the return time shown on this Agreement. Charges may apply if you do not return the motorcycle by the agreed time.
- c. You must be eligible to hold or already hold a current Motorcycling Australia Race License.
- d. We reserve the right to refuse to lease to any person a motorcycle if we deem the rider is not appropriately licensed or does not have the necessary skills to operate the motorcycle.

## 3. Bond or Excess

- a. All payments are to be made by credit card only in Australian Dollars. Accepted credit cards are Visa, Mastercard.
- b. All Charges Deposits, Bonds and Excess amounts shown are inclusive of GST where applicable;
- c. You will pay a deposit by credit card of \$2000 prior to collecting the motorcycle.
- d. You authorise us to charge all amounts payable to us under this Agreement to Your Account.

## 4. Your Obligations

You agree to:

- a. To ride and operate the Motorcycle in a skilful way;
- b. To keep and return the Motorcycle in good order (fair wear and tear only excepted);
- c. Not to alter the Motorcycle, including any identifying markings without Our consent;
- d. Not to attempt to sell or dispose of the Motorcycle;
- e. To allow inspection by Us of the Motorcycle at any time;

- f. Not to allow anyone else to ride the Motorcycle that is not listed on this Agreement, unless authorised by Us;
- g. Not to part with possession of the Motorcycle unless authorised by Us;
- h. Not to ride the Motorcycle in a careless or dangerous manner, in breach of any statutes, regulation or rules, nor to operate or ride the motorcycle while under the influence of intoxicating liquors or drugs;
- i. Not to use the Motorcycle for any illegal purposes, any hill climbing tests, reliability trials or contests, stationary revving or burnouts and shall not carry any load greater than for which the bike was constructed;
- j. Not to ride the Motorcycle or permit it to be ridden when it is damaged or in an unsafe condition;
- k. Not to use the Motorcycle for any commercial purpose;
- l. Maintain the engine oil at the required level, and maintain chain tension and lubrication; and
- m. You must pay for any unauthorised repairs to the Motorcycle and for all/any infringements in respect of the Motorcycle during the lease period.

## **5. Places you can take the Motorcycle**

- a. You must only use the motorcycle on circuit which are properly licensed by Motorcycling Australia.

## **6. Places you cannot take the Motorcycle**

You must not use or drive the Motorcycle:

- a. You must not transport the Motorcycle on a ferry or ship or other watercraft without our permission. Even if we grant you permission however, You will still have to pay for the full cost we incur as a result of an accident, damage to or loss of the vehicle or any equipment, together with the cost of any damage You cause to other property whilst the Motorcycle is being transported.

## **7. Damage/Accident**

- a. Where damage occurs to the Motorcycle or mechanical difficulties arise, or the motorcycle is involved in an accident, You will immediately notify Us and will act in accordance with Our instructions;
- b. If damage is caused by the misuse or abuse of the Motorcycle in Our opinion or You are in breach of the Terms and Conditions of this Agreement You will be liable for all repair costs, replacement parts and recovery of the Motorcycle;
- c. If You are involved in an accident You agree to provide all assistance reasonably required by Us, in relation to any accident in which the Motorcycle may be involved, including the provision of statements or documents and will attend court to give evidence as required and meet with Our lawyers in relation to any legal action arising in connection with the lease of the Motorcycle;
- d. Regardless of the circumstances of the accident You will not admit liability to the other parties of the accident for any reason;
- e. You must not leave the Vehicle unattended except if your health or safety would otherwise be endangered; and

## **8. Loss Damage Waiver**

- a. Subject to this clause You are liable for:
  - i. loss of and all damage to the Motorcycle and;
    - 1. all damage to the property of any person;

- a. Which is caused by you or any person that you allow to ride the Motorcycle, or is caused by use of the Motorcycle by you or any person that you allow to ride the Motorcycle.
- ii. Damage to, or loss of, the Motorcycle; or
- iii. Damage to the property of any third party which is caused by the use of the Motorcycle by You.
- b. Additional amounts payable: In addition to Clause 8a, You must always pay to Us the following costs and fees including the cost of repairing or recovering any:
  - i. water damage to the Motorcycle;
  - ii. damage to the Motorcycle or to the property of any third party caused by a breach of this lease agreement;
  - iii. damage to a tyre or an accessory not attributable to normal wear and tear;
  - iv. damage to the Motorcycle or to the property of any third party caused deliberately or recklessly by You during the lease Period;
  - v. recovery costs when damage to the Motorcycle is caused deliberately or recklessly by You during the lease Period;
- c. Until a claim is settled by payment to us, the Excess will be payable by you regardless of fault.

## **9. Service**

- a. Scheduled servicing is provided by a club nominated person, contact details will be provided at the commencement of the lease Agreement;
- b. Scheduled services will be notified to You at the beginning of the lease Agreement;;
- c. It is Your responsibility to get the motorcycle to the pre-arranged service location; and

## **10. Late return of Motorcycle**

- a. Where You fail to return the Motorcycle by the end of the lease Period without notification to Us, We may without affecting any other rights, notify the Police or any other authority and take such action or proceedings necessary for recovery of possession of the Motorcycle; and
- b. You agree to indemnify us for all costs incurred by us in connection with the recovery of the Motorcycle. We may enter any premises where we believe the Motorcycle may be located. In such cases the renter releases us from any liability or damage incurred in retaking or attempting to retake the motorcycle.

## **11. Withdrawal of Motorcycle**

- a. We reserve the right to retake the Motorcycle at any time without notice upon us becoming aware that you are in breach of this Agreement, or that the Motorcycle is damaged in any way, or that continuing to use the Motorcycle would adversely affect the Motorcycle and its performance.

## **12. Unconditional Obligation**

- a. Your obligation to pay moneys under this lease Agreement is absolute and unconditional. Without limitation, your obligations will continue notwithstanding any defect in, breakdown, accident, loss, theft or damage to the Motorcycle.

## **13. Condition of Motorcycle**

- a. After having examined the Motorcycle at the commencement of the rental period you agree that the Motorcycle is as stated in this Agreement.

## **14. Exclusion of Warranties**

15. To the full extent permitted by law, all express and implied terms, conditions and warranties (other than the ones set out in this agreement) are excluded; and
16. We are not liable for any damage, injury or loss to any person or property arising from possession, operation or use of the Motorcycle.



## **Motorcycle Lease Agreement**

Motorcycle Sportsmen of Qld of 35 Crosby Road, ALBION QLD 4010



“the Owner”

And

Of

“the Lessee”

The Owner and the Lessee agree that:-

1. The Owner will lease to the Lessee, and the Lessee will take on lease, the Motorcycle described in Item 1 of Schedule A("the Motorcycle")
    - a. For the term set out in Item 2
    - b. Upon payment of the Excess set out in Item 3 and
    - c. Commencing on the date set stated in Item 4 of the Schedule("the Term"); and
    - d. Subject to and in accordance with the Terms and Conditions attached hereto.

**Date:-**

**Signed by the Owner or the Owner's Authorised Agent:-**

Name:- \_\_\_\_\_ Signature \_\_\_\_\_

Of:-

In the presence of:-

Name:- \_\_\_\_\_ Signature \_\_\_\_\_

Of:-

**Signed by the Lessee or the Lessee Authorised Agent:-**

Name:- \_\_\_\_\_ Signature \_\_\_\_\_

Qf:-

In the presence of:-

Name:- \_\_\_\_\_ Signature \_\_\_\_\_

Qf:-

### Schedule

#### Item 1

Brand	
VIN Number:-	
Any visible defects:-	
Colour of Motorcycle:-	
Condition:-	
Any visible defect:-	

#### Item 2

Term of Lease	
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#### Item 3

Amount of Excess	\$2000
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#### Item 4

Start date of lease	
End Date of Lease	