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Motorcycle rental contract template between private persons

Between the undersigned

Last name	Phone <i>(optional)</i>
First name	E-Mail <i>(optional)</i>
Address	
NPA + City	

Hereinafter referred to as "owner" on the one hand, and

Last name	Phone <i>(optional)</i>
First name	E-Mail <i>(optional)</i>
Address	
NPA + City	

Hereinafter referred to as "the renter". Hereinafter referred to together as "the parties".

It has been previously mentioned that:

The present contract is signed between an owner and a renter, natural persons entering into a non-professional contract. Both parties declare et guarantee to be over the age of legal majority and capable of discernment, responsible and to have signing authority.

It is in the owner's responsibility to verify with his/her insurance, with the help of the information letter template available on the website www.cruizador.com, that the third-party liability insurance cover is guaranteed in the event of a rental to a third party. Cruizador Sàrl responsibility should not be engaged as such.

Parties have to verify absolutely that the following requirements are entirely met:

1. The category on the driving license matches with the category of the rented vehicle in the related country.
2. The renter is **at least 25 years old**, has a **valid motorcycle endorsement** (of the corresponding category) **for at least 3 years**, is authorized to drive the rented vehicle in accordance with the legislation in the related country.
3. The renter is manifestly not intoxicated (drug or alcohol) at the time of the pick-up of the vehicle.
4. The vehicle registration document is conformed.
5. The vehicle fulfils the circulation requirements and is up to date with the periodical inspections in the related country.

Should one of the conditions not be respected at the time of the pick-up, one of the party has the right to decline the location.

This being reminded, it has been agreed as followed:

Article 1. Object of the contract

- 1.1 The purpose of this contract is the short-term rental, without driver, of motorcycle for private use only and hereinafter referred to as "the property".
- 1.2 The rental is personal and, consequently, not-transferable to a third party.

Article 2. Duration of the contract

It will produce its effects until the correct return of the property by the renter to the owner.

It will start the	Time	Place
It will end the	Time	Place

- 2.5 Any reservation must be issued by the renter before taking over the vehicle and according to the description of the property.
- 2.6 Any claim relating to an apparent damage not reported at the pick-up of the property cannot be considered by the owner.
- 2.7 Upon delivery of the property, the owner gives the renter the key and/or instructions to access it as well as a photocopy of the circulation permit and its current insurance certificate.
- 2.8 The date of delivery of the property will be considered as that of its pick-up by the renter with regard to his/her responsibility.
- 2.9 The owner will tolerate no delay in returning the property. Any extension of the rental period will result in the establishment of a new contract or an amendment between the owner and the renter. In addition, late return fees may be charged to the renter in accordance with Cruizador's cancellation policy.
- 2.10 The property must be returned to the owner in the same state of cleanliness as the pick-up time.
- 2.11 At the time of the return of the vehicle, if a damage or a loss of the vehicle or one of its elements are detected, the renter will be responsible to assume the **reparation** or the **replacement costs**, up to a **maximal amount** equivalent to the **deductible** set by the insurance company, i.e. Helvetia Swiss Insurance Company Ltd., or **1'000 (thousand) Swiss francs**.
- 2.12 Until the restitution of the vehicle's key and paper to the owner, the renter will remain the guardian of the property and will be held responsible for any road violation according to the traffic laws or legislation in the related country and damages caused to the property and/or him/herself or to a third-party.
- 2.13 An early return of the property will not provide a refund and/or credit for a future rental (see Cruizador's cancellation policy).
- 2.14 At the pick-up time of the property and at its restitution, the parties may use the "vehicle inspection form" or part of it in order to record/check the good condition, appearance and cleanliness of the property. This form is available on Cruizador's platform www.cruizador.com . Cruizador cannot be held liable for any reason whatsoever if the parties refrain from using this form. If they use this form, it is supposed to be an integral part of this contract.

Article 3 Obligations of the renter

- 3.1 The renter is the only driver authorized to drive the property.
- 3.2 The renter guarantees fulfilling the following conditions:
 - 3.2.1 Being 25 of age or above and authorized to drive the rented vehicle according to the legislation in the related country.
 - 3.2.2 Having a motorcycle endorsement required to drive the property and for the corresponding category for at least 3 years.
 - 3.2.3 Having provided beforehand Cruizador with a copy of a valid driving license and a copy of an identity card or passport.

Article 4 Obligations of the owner

- 4.1 The owner agrees to make available to the renter, the property for the period agreed between the parties.
- 4.2 The owner commits to the renter:
 - 4.2.1 To provide the property in a good functioning condition and with a satisfactory maintenance.
 - 4.2.2 To provide a property in accordance with the intended use, clean and with no apparent damage other than those announced beforehand.
- 4.3 Cruzador Sàrl cannot be held responsible for any damage that may occur due to the poor condition of the vehicle.

Article 5 Use of the property – responsibilities

- 5.1 The renter agrees to use the property in accordance with the laws and obligations of the related country.
- 5.2 The use of the property is only permitted in the countries covered by the insurance Helvetia. See the standard terms of insurance (STI) available on www.cruizador.com
- 5.3 It is the renter's responsibility to purchase and wear the appropriate safety equipment for the use of the property. These can be made available by the owner, without obligation on his part.
- 5.4 The renter agrees to use the property for his personal use and acknowledges not to rent the property for professional use. The renter cannot lend or sublet the property to a third party.
- 5.5 The renter agrees not to modify the property, nor to repair it himself. In case of breakdown, the renter will have to contact Cruzador as soon as possible so that it can indicate to him a professional able to take charge of the property and ensure its repair.
- 5.6 The renter agrees to immediately report any anomaly to the property during the rental period.
- 5.7 The renter agrees not to leave the keys on the property. In the event of loss of the keys, these will be charged by the owner to the renter, as well as the expenses related to it.
- 5.8 The renter is solely responsible for all violations committed during the term of the rental and will bear the consequences. As such, the renter agrees to compensate the owner for any costs or fines resulting from infractions and which he/she will be responsible for. The details of the renter will be communicated to the competent authorities at their request by the owner. In addition, Cruzador reserves the right to charge an administrative fee for the management of the case.
- 5.9 If, after the use of the vehicle, a violation of the traffic law should be sanctioned, it is up to the owner to take all necessary measures with the criminal authorities to avoid being condemned as a driver, the responsibility of Cruzador Sàrl cannot be engaged in this respect.
- 5.10 The owner is aware that, under art. 90a LCR and the provisions of the penal code, criminal authorities may be required to sequester, resp. to confiscate the vehicle, particularly in the case of a serious offense committed by the driver. It is the responsibility of the owner to arrange for the vehicle to be returned by the criminal authorities. Cruzador Sàrl cannot be held liable for this.
- 5.11 The renter alone will bear the consequences of the refusal to present the property identification documents to the police officers.

Article 6 Owner's right

- 6.1 During the rental period and beyond, the vehicle remains the property of the owner. The renter does not become the owner. Therefore, it is forbidden for the renter, free of charges or for a fee, to transfer the property, to sublet it, to pledge it to a third party or to dispose of it in any way.
- 6.2 The responsibility of Cruzador Sàrl cannot be engaged because the renter does not return the vehicle to the owner.

Article 7 Guarantees

The owner declares and guarantees to be the sole owner of the property and can freely rent it. He/she also certifies that the property is regularly insured and justifies to the renter. The owner agrees to ensure that the property is in working condition on the day of pick-up by the renter and as compliant as possible to the listing published on the site. The owner declares and guarantees that the property is in conformity in the country where the property is registered.

Article 8 Insurance

An adaptation of the owner's insurance policy is mandatory. The owner is aware that his legal liability insurance may, by law, exercise recourse against the policyholder or the insured person (owner or the persons he/she answers for, in the first place the driver), particularly in case of serious misconduct. The responsibility of Cruzador Sàrl cannot be engaged in such an eventuality.

The insurance partner, Helvetia Swiss Insurance Company Ltd, will cover the material damages, as part of Cruzador's master policy. See conditions on www.cruizador.com The renter must immediately inform the owner if a claim has taken place, then owner and renter together complete the accident report and the owner declares the accident to Cruzador, which will handle the case with the insurance partner. It is expressly understood between the parties that any declaration of claim relating to the property to the insurance company automatically ends this rental. The renter remains nevertheless liable to the owner for damage caused during the rental.

It is the renter's responsibility to make all arrangements to examine whether he/she has a private insurance cover in case of driving a vehicle, whose he/she is not the owner.

Article 9 Responsibilities

- 9.1 From the pick-up or delivery of the property and until the return of the property, the renter is responsible for any damage caused.
- 9.2 The renter also bears the risk of loss or damage, partial or total, of the property, up to the maximum amount of the **deductible, namely 1'000 (one thousand) Swiss francs**, in accordance with the standard terms of insurance (STI) available on www.cruizador.com

Article 10 Applicable law and competent courts

This contract is subject to Swiss law. In the event of a dispute concerning the interpretation and/or execution of this rental contract, an amicable agreement must be considered between the parties. Failing an agreement, the competent court will be the one designated by the rules of procedure in force on the day of the dispute.

Made in two exemplars,

Place	Place
Date	Date
Owner's signature	Renter's signature

Signatures of the parties preceded by the handwritten words "read and approved", each page of the contract being signed (with your initials) by both parties.

Appendix: Vehicle inspection form