



CAYMAN MOTORCYCLE TOURS

Operated by Cayman Custom Cycles

P.O. Box 30520, #4 Dorcy Place, Dorcy Drive

Industrial Park, George Town

Grand Cayman KY1-1203, Cayman Islands

1.345.945.RIDE (7433) info@caymancustomcycles.com

HIRE AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 20____

Between:- (1) CAYMAN MOTORCYCLE TOURS having its registered office at P.O. Box 30520, #4 Dorcy Place, George Town, Grand Cayman KY1-1203, Cayman Islands (hereinafter called "the Company" which expression, for the purposes hereof shall include all members and directors and officers or managers and employees and staff of the Company) of the one part

And:- (2) Full Legal Name: _____
Address: _____

Phone: _____
Email: _____
Date of Birth: _____
Driver's License No. & Issuing Country: _____
Passenger Name: _____
(hereinafter called "the Hirer") of the other part.

WHEREBY IT IS HEREBY AGREED as follows:

AGREEMENT FOR HIRE

1. The Company agrees to hire to the Hirer, and the Hirer agrees to hire from the Company, the motorcycle described in Appendix 1 (hereinafter called "the Motorcycle"), which forms part of this Agreement. The Hirer's rights under this Agreement are strictly limited to the hire and use of the Motorcycle in accordance with these terms, and no right, title or interest in the ownership of the Motorcycle shall pass to the Hirer at any time. For the avoidance of doubt, nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, employment, or other fiduciary relationship between the Company and the Hirer. The Hirer is and shall always remain an independent party and shall not act, or hold itself out, as an agent, servant, or employee of the Company for any purpose whatsoever.

TERM OF HIRE

2. The Hire Period (as defined in Appendix 1) shall commence on the date and the time specified therein and shall continue for the period and end on the date and the time therein stated.

HIRE CHARGE, PAYMENT; NO RIGHT OF SET-OFF OR CHARGEBACK

3. The Hirer shall pay, in advance of the commencement of the Hire Period, the full Rental Charges (as hereinafter defined) specified in Appendix 1 in cash, certified or secured funds or by an approved credit or charge card, as determined by the Company. All rental charges are earned in full upon payment and are non-refundable, whether in whole or in part, once the Hire Period has commenced, except in the sole and absolute discretion of the Company. The Hirer expressly authorizes the Company to process and retain such payment and irrevocably waives any right to dispute, reverse, charge back, set off, or withhold payment through any card issuer, bank, or financial institution, to the fullest extent permitted by Cayman Islands law. Any attempted chargeback or reversal shall constitute a material breach of this Agreement. For the purposes of this Agreement, "Rental Charges" shall include not only the base rental fees but also all amounts payable by the Hirer arising out of or in connection with the hire, including without limitation charges for loss of or damage to the Motorcycle, improper or unauthorized use, insurance excesses or deductibles, fines or penalties, late return or extension fees, towing, recovery, storage, cleaning, repair or replacement costs, and any applicable administrative charges. In the event of any chargeback, reversal, or non-payment, the Hirer shall remain fully liable for all Rental Charges together with all reasonably incurred losses, costs, and expenses arising therefrom, including without limitation administrative fees, bank and card issuer charges, foreign exchange losses, loss of use of the Motorcycle, legal fees (on a full indemnity basis where permitted), and all enforcement and recovery expenses.

SECURITY DEPOSIT AND FOREIGN CARE AUTHORISATION

The Hirer shall, prior to the commencement of the Hire Period, provide a security deposit in the amount specified in Appendix 1, payable in cash, certified or secured funds, or by pre-authorization or charge to an approved credit or charge card, including cards issued by foreign or overseas financial institutions, as accepted by the Company. The security deposit shall constitute continuing security for the full and punctual performance by the Hirer of all obligations under this Agreement. Without prejudice to any other right or remedies of the Company, the Company is irrevocably authorized to apply, charge, debit, or retain all or any portion of the security deposit toward satisfaction of any amounts owed by the Hirer arising out of or in connection with the hire, whether such amounts are identified during or after the Hire Period. The Hirer expressly acknowledges and agrees that where a credit or charge card issued by a foreign or overseas card issuer or bank is used, delays, currency conversions, authorization releases, or issuer-specific restrictions may apply, and the Hirer waives any claim against the Company arising from such processes. The Hirer further authorizes the Company to submit additional or delayed charges to such card issuer as may be reasonably necessary to recover sums due under this Agreement, notwithstanding the expiration or termination of the Hire Period or the Hirer's departure from the Cayman Islands. The Hirer irrevocably waives, to the fullest extent permitted by Cayman Islands law, any right to dispute, reverse, or charge back any authorized deposit or subsequent charge properly applied pursuant to this Agreement through any foreign or domestic card issuer, bank, or payment processor. Any attempted chargeback shall constitute a material breach of this Agreement, and the Hirer shall remain fully liable for all outstanding amounts together with any administrative fees, foreign exchange losses, bank fees, and enforcement costs incurred by the Company. Any unused balance of the security deposit shall be returned to the Hirer within a reasonable period following the return of the Motorcycle, subject always to the Company's right to retain such sums as are reasonably required to cover pending, contingent, or unresolved claims.

CARE, USE AND CUSTODY OF THE MOTORCYCLE

4. The Hirer shall drive the Motorcycle only while fully qualified to do so and whilst holding all legally valid and necessary current licenses and permits free from endorsements entitling the Hirer to drive the Motorcycle on the Island of Grand Cayman legally and shall at all times drive the Motorcycle in a careful, considerate, safe, law abiding and responsible manner in accordance with all the legal requirements and with the Company's standard policy of insurance which is available for inspection at the Company's offices. The Hirer shall not use the Motorcycle or permit the Motorcycle to be used:-
 - a. to carry passengers for a consideration expressed or implied (for hire or

- b. c. d. e. f. g. h. i. j. k. reward); in violation of any of the terms and conditions of this Agreement; in any race, speed contest or reliability trial; to propel or tow any trailer or any vehicle used as a trailer; by any person who does not hold a valid license which entitles him/her to drive the Motorcycle on the island of Grand Cayman; by any other driver other than the Hirer; by a driver or any person who has given a fictitious name or address or has in any way attempted to mislead the Company or the Hirer; by any person under the influence of intoxicants or narcotics; in any way recklessly as to speed or otherwise or for any illegal purpose; in any manner which may constitute a breach of the terms of the policy of insurance covering the Motorcycle; for any sole purposes other than to participate in an activity operated by Cayman Motorcycle Tours; and the Hirer further agrees to adhere to the following terms and conditions:-
- l. m. to follow all instructions given by any representative of Company. to understand and strictly obey all traffic and civil law in force in Grand Cayman;
- n. o. p. q. r. s. t. u. to make every safe effort to remain as part of the riding group and not to intentionally drop back or separate from the group. not to overtake any rider in the group and to safely maintain their assigned position in the riding group; to understand and fully accept that should their riding behavior or riding standard cause any Company's representative concern for the safety of the riding group or other road users, then the Hirer and any passenger will be required immediately to return the Motorcycle to the control of the Company's representative and arrange alternative transportation back to their chosen location at their own cost. No refund will be provided, and the Hirer may be liable for the applicable cost of collection of the Motorcycle levied by the Company; in the event of an accident to make all possible efforts to immediately contact the Company and the police to inform them of the accident; to advise the Company if they are taking any medication or are under the influence of any prescribed or unprescribed drugs or intoxicants and alcohol. Furthermore, the Company reserves the right to cancel the hiring and terminate this Agreement should the Company suspect the impairment of the ability to ride safely and legally. Riding as a passenger or driving under the influence of alcohol and drugs is strictly forbidden; in the event of an accident not to accept blame or liability on behalf of the Company or hold the Company liable for any personal injury to themselves or others; and the Hirer further accepts that riding on motorcycles is inherently a dangerous activity with increased risk which may result in temporary or permanent injury, disfigurement or disability and death and accepts these risks freely and releases the Company from any liability or moral responsibility in respect to injury or loss experienced by the Hirer or any passenger.

AGE

5. The Hirer or any named driver represents and warrants that they shall have attained the age of 25 years.

DRIVER'S LICENSE

6. The Hirer represents and warrants that they currently hold, and have held, a full, unencumbered motorcycle license for a period exceeding 24 months prior to the hiring.

DRIVER EXPERIENCE

7. The Hirer represents and warrants that they have sufficient experience, skill and competence to safely operate the Motorcycle and are medically fit to ride and not under the influence of any substance that may impair their ability. Further the Hirer acknowledges that the motorcycles offered by the Company are custom-built, modified or unique motorcycles and therefore may differ significantly from motorcycles the Hirer has previously ridden. In order to assess the Hirer's experience, competence, and suitability, the Company may ask such prospective hirer to take a pre-rental assessment or test ride to determine such prospective hirer's level of driving standard, expertise and safety on the public road. This assessment is solely for the Company's evaluation purposes. The Company reserves the right, in its absolute discretion, to refuse hire if it determines that the Hirer's experience, skill, or safety standard is insufficient. The Company's decision regarding any Hirer's suitability, experience, or competence is final and binding, and the Company shall have no liability for any refusal to enter into a hire agreement.

DANGERS

8. a. The Hirer recognizes, acknowledges and accepts: - riding, or riding on, motorcycles, on or off public roads, whether alone or in groups, involves inherent risks, including but not limited to (collectively, the "Risks"): injury, serious injury, permanent disability, or death; damage to the Motorcycle or any other property, whether belonging to the Hirer or others; risks arising from road conditions, traffic, weather, or the actions of other road users; as well as the increased danger of the same that may apply when riding motorcycles in small or large groups; and
- b. road accidents may occur for a variety of causes, including (but not limited to) mechanical failure, human error, or environmental factors. The Hirer agrees to exercise reasonable care, diligence, and safety at all times and accepts full responsibility for the Risks, their own personal safety and well-being, the safety of any passengers or others under their control including, but not limited to, those riding on vehicles in Hirer's custody or control, the safety of others riding with them in the group and the safety of their own property or property they have custody or control over. The Hirer acknowledges that the Company does not assume any liability for these Risks, including risks associated with riding in groups and further that the Company does not guarantee the safety, performance, or suitability of the Motorcycle for any purpose, and the Hirer rides entirely at their own risk.

RELEASE, WAIVER AND INDEMNITY

9. To the fullest extent permitted by law, the Hirer releases the Company, its officers, directors, employees, agents, affiliates, insurers and contractors from, any and all claims, demands, actions, causes of action, damages, costs, expenses or liabilities of any kind in respect of, arising from or related to:-
- a. the Risks associated with riding the Motorcycle;
- b. damage, loss or theft to property belonging to the Hirer, passengers, or any third party, through any cause whatsoever;
- c. death, injury or disability of the Hirer, or any other person, through any cause whatsoever;
- d. any mechanical failure, defect, or inadequacy of the Motorcycle;
- e. any act, omission, or negligence of the Company, its agents, or employees, except to the extent prohibited by law.
10. The Hirer waives any right to sue, claim, or recover against the Company for any matter described above, including claims arising from ordinary negligence, and acknowledges that this waiver extends to any claims by passengers or other persons under the Hirer's control.

11. The Hirer agrees to indemnify and hold harmless the Company, its officers, directors, employees, agents, affiliates, insurers and contractors from and against all claims, liabilities, fines, penalties, costs, or expenses (including legal fees) arising out of: a. the Hirer's use, custody, or operation of the Motorcycle; b. any breach of this Agreement; c. any act or omission of the Hirer that causes injury, damage, or loss to any person or property.
12. The Hirer acknowledges that the Motorcycle may be custom-built or modified, and that the Company may refuse hire if the Hirer does not meet its safety or skill standards. The Hirer waives all claims related to any such refusal or assessment.

CAYMAN MOTORCYCLE TOURS INSURANCE

13. The Company advises the Hirer that it carries only the minimum third-party insurance required under the Road Traffic Laws of the Cayman Islands. This insurance covers liability to third parties only, as further described in Clauses 9-12. The Hirer acknowledges and accepts that:-
 - a. The Company's insurance does not cover damage to the Motorcycle, theft, loss, or damage to the Hirer's property, or injury to the Hirer or passengers;
 - b. The Hirer is fully responsible for any costs, damages, or losses not covered by the Company's insurance;
 - c. The Hirer may, at their own discretion, obtain additional insurance for their own protection. Nothing in this Agreement creates any obligation on the Company to provide insurance beyond what is required by law.

ROAD AND WEATHER CONDITIONS

14. The Hirer hereby acknowledges and accepts that the Company provides no assurances. Representations or warranties about the condition, quality or safety of any roads, streets, or paths the Motorcycle may be ridden on during the Hire Period; or the weather conditions, including visibility, precipitation, wind, or temperature. The Hirer accepts full responsibility for assessing road and weather conditions and determining whether it is safe to ride. The Hirer agrees that the Company shall not be liable for any accident, injury, death, loss, or damage arising from road or weather conditions, including any conditions beyond the Hirer's control.

STATEMENT OF HEALTH

15. The Hirer certifies and warrants that he or she are physically and mentally fit to ride the Motorcycle; do not have any medical condition, injury, or circumstance, including the use of prescription or non-prescription medication, that would impair their ability to safely operate the Motorcycle; will not ride under the influence of alcohol, illegal drugs, or any other substance that could impair their ability to operate the Motorcycle safely; and have no medical restrictions that would prevent participation in the hire. The Hirer acknowledges that it is their sole responsibility to assess their own fitness to ride and to inform the Company of any condition or impairment that may affect their safety. The Hirer agrees that the Company shall not be liable for any injury, loss, or damage resulting from a medical condition, undisclosed condition, impairment of or use of alcohol or illegal substances by Hirer. Riding under the influence constitutes a material breach of this Agreement.

COMPLIANCE WITH LAW

16. The Hirer acknowledges and agrees that, during the Hire Period, they and any person for whom the Hirer is responsible under this Agreement, including passengers, must at all times comply with all applicable laws and regulations of the Cayman Islands, including but not limited to:
 - a. The Road Traffic Law and related traffic regulations;

- b. Helmet and personal protective equipment requirements;
- c. Laws relating to the use of alcohol, drugs, or other substances;
- d. Any other laws or regulations governing possession, care, custody, use, or operation of the Motorcycle or related equipment, or conduct on public or private property. The Hirer accepts full responsibility for any violation of such laws or regulations, including any fines, penalties, or legal action arising from such violation. Any failure by the Hirer or their passengers to comply with applicable laws or regulations constitutes a material breach of this Agreement, and the Company may terminate the hire immediately without refund.

SEVERABILITY

17. If any term or provision of this Agreement shall be held illegal, unenforceable or invalid under any applicable law, such term or provision shall be severed, and the remaining terms shall not be affected thereby and shall continue in full force and effect.

CHOICE OF LAW & VENUE SELECTION

18. In the event of a lawsuit concerning this Agreement or any matter in relation to the hiring the Hirer agrees that all causes of action in relation to this Agreement shall be filed only in the Grand Court of the Cayman Islands. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, to the exclusive jurisdiction of whose courts the parties hereto submit.

NO REFUNDS AND CANCELLATION POLICY

19. In the event that the Hirer fails to take possession of the Motorcycle at the scheduled start of the Hire Period (a "No-Show"), the full Rental Charges shall remain due and payable, and no refund shall be made under any circumstances.
20. If the Hirer provides notice of cancellation at least twenty-four (24) hours prior to the scheduled start of the Hire Period, the Hirer shall be entitled to a refund equal to fifty percent (50%) of the Rental Charges paid. Cancellations made less than twenty-four (24) hours prior to the scheduled start of the Hire Period shall be treated as a No- Show, and the full Rental Charges shall remain due.
21. If the Company cancels the hire for any reason, including, but not limited to, unavailability of the Motorcycle or other operational issues, the Hirer shall be entitled to a full refund (100%) of all amounts paid for the Hire Period.
22. Any refund due under this Agreement shall be made using the same payment method used by the Hirer, subject to any reasonable administrative, bank, or foreign exchange fees incurred, and shall be processed within a reasonable period following the effective date of cancellation.

IN WITNESS WHEREOF this Hire Agreement has been executed by the parties as a deed on the date first above written.

HIRER

Signature

Print name

Date

PASSENGER (if applicable) — sign in person at the shop

Signature

Print name

Date

FOR AND ON BEHALF OF CAYMAN MOTORCYCLE TOURS

Signature

Print name

Date

EMERGENCY CONTACT

Name:

Phone:

Relationship:

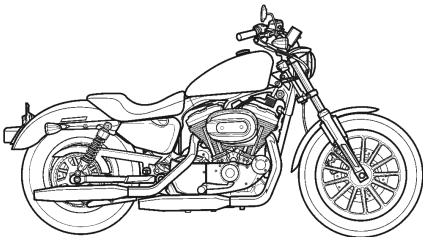
APPENDIX 1 — MOTORCYCLE CONDITION REPORT

PRE-HIRE INSPECTION *completed together before the Motorcycle leaves the shop*

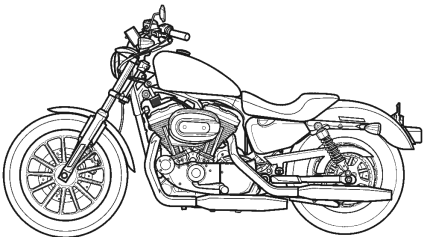
CONTRACT NUMBER	HIRER'S NAME	DATE
MAKE, MODEL, YEAR	COLOUR	REGISTRATION / PLATE
ODOMETER	FUEL LEVEL	HELMET(S) ISSUED
HIRE DATE	START TIME	END TIME
BASE RENTAL CHARGE	SECURITY DEPOSIT	PAYMENT METHOD

MARK EVERY AREA OF DAMAGE ON THE DIAGRAMS AND RECORD IT IN THE TABLE BELOW

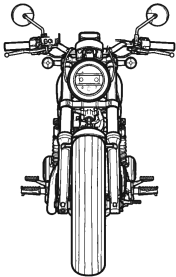
LEFT SIDE



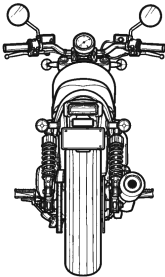
RIGHT SIDE



FRONT



REAR



DAMAGE KEY S = scratch D = dent C = chip or crack B = broken M = missing W = excessive wear

#	AREA / PANEL	TYPE	SEVERITY	NOTES
1				
2				
3				
4				
5				
6				

The Hirer confirms the above is a true record of the condition of the Motorcycle before the Hire Period begins, and that any damage not recorded here may be charged to the Hirer on return.

HIRER — SIGNATURE

DATE

FOR CAYMAN MOTORCYCLE TOURS — SIGNATURE

DATE

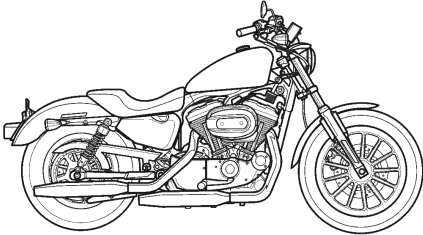
APPENDIX 1 — MOTORCYCLE CONDITION REPORT

POST-HIRE INSPECTION completed together on return of the Motorcycle

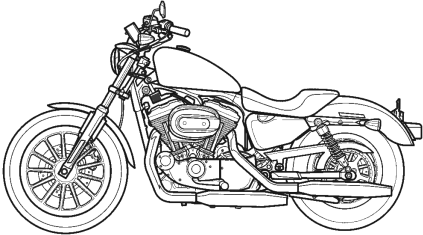
CONTRACT NUMBER	HIRER'S NAME	DATE
MAKE, MODEL, YEAR	COLOUR	REGISTRATION / PLATE
ODOMETER	FUEL LEVEL	HELMET(S) ISSUED

MARK EVERY AREA OF DAMAGE ON THE DIAGRAMS AND RECORD IT IN THE TABLE BELOW

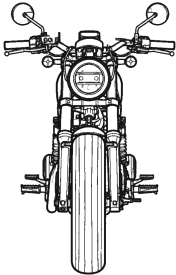
LEFT SIDE



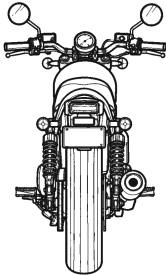
RIGHT SIDE



FRONT



REAR



DAMAGE KEY S = scratch D = dent C = chip or crack B = broken M = missing W = excessive wear

#	AREA / PANEL	TYPE	SEVERITY	NOTES
1				
2				
3				
4				
5				
6				

Both parties confirm the above is a true record of the condition of the Motorcycle on return. Any damage recorded here that does not appear on the pre-hire report is chargeable under the Agreement.

HIRER — SIGNATURE	DATE	FOR CAYMAN MOTORCYCLE TOURS — SIGNATURE	DATE
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