

## General Terms and Conditions of Rental

### General

The renter/driver must present a valid driver's license and an identity card or passport with current registered address, as well as a credit card when taking over the vehicle.

Renters/drivers from non-EU countries (except Switzerland) must provide proof of current address, if necessary through utility bills such as an electricity bill, etc.

In principle, the minimum age for each driver is 18 years (possession of driver's license at least 1 day). If you allow a person not listed in the rental contract to drive the vehicle, this constitutes a violation of the conditions, making you liable to the lessor for any resulting damages caused by you and/or an unauthorized driver.

The lessor may terminate the rental contract without notice if an important reason becomes known which makes the continuation of the rental contract unreasonable. Important reasons include in particular false information given by the renter regarding their person, creditworthiness, as well as serious violations of contractual obligations. In the event of termination without notice, the rental motorcycle must be returned immediately, even before the end of the ordinary rental period.

### Cancellation or Change of Reservation

Cancellations or changes of date must be communicated in writing (fax, email or by post).

Cancellation fees:

3 weeks before rental start 35% of the rental price

14 days before rental start the full rental amount is due

The lessor reserves the right to exchange the reserved motorcycle for another vehicle from the same price class if the reserved motorcycle is no longer available (accident, repair, etc.).

### Obligations of the Lessor

The lessor hands over the motorcycle ready to ride and inspected, with all necessary operating fluids including full fuel tanks. The renter receives vehicle papers and keys upon collection.

### Obligations of the Renter

The renter is obliged to handle the motorcycle carefully and to observe all regulations and technical rules relevant for its use, as well as to ensure road safety. Oil levels, tire pressure etc. must be checked regularly by the renter during the rental period. If, during the rental period and through no fault of the renter, a repair becomes necessary to ensure the operation or road safety of the motorcycle, the renter may commission an authorized workshop of the vehicle manufacturer for a repair amount up to 50.00 €. The receipts/invoices must be presented to the lessor in the original. If the expected repair costs exceed 50.00 €, the consent of the lessor must be obtained before placing the order. Towing services may only be commissioned after consultation with the lessor. The motorcycle may only be used in the contractually agreed manner. The renter is not permitted to participate in motorsport events. Trips abroad require the express consent of the lessor. The motorcycle must be carefully secured against theft by the renter.

### Insurance Coverage

The motorcycle has comprehensive liability insurance coverage against personal injury, property damage and financial loss up to a maximum of 50 million euros, but not more than 8 million euros per injured person. The renter is liable with an excess of 2,000.00 €, which must be reserved on the credit card at the time of collection. Furthermore, by accepting these rental conditions, the renter agrees that the lessor may charge up to 2,000.00 € from the credit card for damages to the vehicle. With an additional payment of 50.00 € per day, a reduction of the deductible to 500.00 € is possible.

Daily rate = 50.00 € additional payment to the rental price

Weekend rate = 100.00 € additional payment to the rental price

Saver week = 250.00 € additional payment to the rental price

7 days = 350.00 € additional payment to the rental price

## **Damages and Accidents**

In the event of damage to the rental vehicle, the renter is liable for all actual or expert-assessed repair costs, recovery, return and appraisal costs, technical and commercial depreciation as well as rental loss during the repair period or, in the case of total loss, for the replacement period. A daily base fee is to be reimbursed as rental loss per day. If, to determine the renter's liability, inspection of the police investigation files is required, claims for damages against the renter are deferred until the files are reviewed. In the case of disproportionately high tire wear due to improper use (e.g. burn-outs), the renter is liable for damages. Renters are obliged, after an accident, fire, theft, animal collision or other damage, to immediately notify the police and the lessor. This also applies in the case of self-inflicted accidents without the involvement of third parties. The accident report must include, in particular, the names and addresses of the persons involved and any witnesses as well as the license plates of the vehicles involved and must be made available to the lessor without delay. In the event of theft of the vehicle, the renter is obliged to immediately provide the lessor with a copy of the police report together with the vehicle keys and vehicle papers, if these have not also been stolen. If you discover a defect or damage not documented in the rental contract, you are obliged to ensure that it is recorded in the rental contract. This also applies to defects or damage to the booked accessories. This change must be signed by you and the House of Flames representative. Costs incurred for towing, return transport and storage are not part of the deductible and must be borne in full by the renter.

## **Return of the Vehicle**

The renter is obliged to return the motorcycle to the lessor at his address at the agreed time. If the return date is exceeded by more than one hour, the lessor must be notified; furthermore, another hourly or daily rental fee per day must be paid as compensation. Before returning the motorcycle, it must be fully refueled. In the case of heavy soiling, the lessor may charge cleaning costs. The lessor is not liable for items forgotten in the vehicle. A return outside of opening hours is not possible.

## **Prices, Fees, and Payment**

The rental price to be paid includes the rental costs for the vehicle for the agreed rental period including the free kilometers depending on the tariff, vehicle taxes, liability insurance and lubricants, but not the fuel. The rental price must be paid in full at the time of booking.

Fees such as extra kilometers or extensions are due upon return and payable immediately.

All credit cards of international credit card companies and EC cards as well as cash payments are accepted as means of payment. No refund will be made in the event of non-collection, late collection or early return of the vehicle.

The renter must observe the legal regulations, in particular the road traffic laws. He is liable for fines and toll fees arising from his use of the motorcycle plus a one-time processing fee of 20.00 € for handling. The fees including the processing fee will be charged to the renter's stored credit card. The mileage driven is determined solely by the vehicle's odometer. In the event of failure or damage to the odometer, the lessor must be notified immediately. If notification is not given or not given immediately, or if intentional damage by the renter is proven, the lessor is entitled to charge a flat rate of 600 km per day. The fees incurred are to be paid upon return of the vehicle. Any sticking of the vehicle with stickers, adhesive tape or similar is prohibited. Exceptions are vignettes/toll stickers which must be attached in the windshield or fork area. In the event of a violation, we reserve the right to charge cleaning costs up to and including complete replacement of the part.

## **Security Deposit**

If you do not have your residence in Germany, an additional deposit of 100.00 € (e.g. for possible fines, highway or toll fees, etc.) will be charged in addition to the rental price. After 2 years, we will refund the amount (provided that no fines, etc., have been incurred during this period).