

# STARFIRE SAS

## MOTORCYCLE RENTAL CONTRACT

These Terms and Conditions are intended to regulate the contract established between Starfire S.A.S (Starfire) and the person who rents the motorcycle (Renter). The conditions are general, and Starfire reserves the right to any changes and specific agreements (to be established in writing).

Starfire S.A.S is legally registered with the Colombian authority Camera De Comercio as NIT. No. 901177992-1 and licensed with the National Tourism Registry.

### **1. PURPOSE OF THE CONTRACT**

The purpose of the contract is to facilitate the temporary use by the Renter of a motorcycle owned or administered by Starfire.

Starfire declares that to the best of their knowledge, the rented motorcycle is in a safe condition, free from faults or defects affecting its safe operation under normal use.

### **2. MINIMUM RENTAL PERIOD**

The minimum rental period is one day (24 hours). Pick-up is available any time after 8 AM on weekdays and weekends. All returns must be complete before 10 AM on the day of return. Late return will result in the charge of additional rental days to the credit card provided as a guarantee.

### **3. RIDER, AGE, AND MINIMUM EXPERIENCE**

The renter must be over 20 years old and have at least one year of riding experience on a motorcycle of 500cc or larger. If the Renter

does NOT have a valid motorcycle license and passport upon arrival, it is considered a no show resulting in loss of deposit.

#### **4. PRICES**

The rental rates are calculated and quoted to the Renter upon booking the rental. As a rule, these prices include unlimited kilometers, mandatory liability insurance, and all applicable taxes. Various services are available for an additional cost.

#### **5. RESERVATIONS AND PAYMENT TERMS**

No booking is valid before 50% of the total rental price has been paid to Starfire, and payment has been confirmed in writing by Starfire. The balance payment must be completed prior to the handover of the motorcycle.

#### **6. AVAILABILITY OF THE MOTORCYCLE**

Starfire strives to ensure that you ride the motorcycle you are confirmed on. Unfortunately, at times, certain unexpected and uncontrollable situations arise. This includes, but is not limited to, mechanical failure, collision damage, and theft. Should Starfire not be able to replace a confirmed motorcycle with a similar size replacement or upgrade, a refund for the difference in service will be provided. This constitutes the maximum liability of Starfire.

During the rental, Starfire is not obligated to replace a damaged vehicle. Starfire has the right to, at any time, change prices, availability, limit rental, and refuse any client to participate in any activity if Starfire finds this to jeopardize the security or safety of the client, other clients, tour guides, and other personnel, the vehicles and equipment or any third party. This includes, but not limited to, refusing to hand over the motorcycle or limiting riding in certain areas.

## **7. CANCELLATION**

Cancellations 31 days or more will be allowed to reschedule or given a full refund. Cancellations 30 days or less prior to rental will be allowed to reschedule their trip at no cost. If rescheduling isn't possible you will be refunded the full price of the trip excluding the price of the hotels. Cancellation must be made in writing. Starfire is not required to make refunds once the rental period commences, regardless of the reason for you being unable to complete the rental period booked. Situations may arise where it is necessary for Starfire to advance or postpone a scheduled rental or tour and other travel arrangements. In that event, Starfire does not assume responsibility for any resulting losses, expenses, or inconvenience. In case of a cancellation, the renter will be notified right away. Starfire will refund payment, which will constitute the full settlement. Starfire is not liable for any additional costs or losses incurred by the renter due to the cancellation. This includes, but is not limited to, the cost of airline tickets, hotel reservations, or automobile rentals.

## **8. RESCHEDULING**

You may request to reschedule your rental or tour up to 30 days before the start date. Such changes are subject to the availability of the motorcycle on the new dates.

## **9. HANDOVER AND RETURN**

Handover and return of motorcycles are done at the Starfire facility in MEDELLIN, Loma Pajarito, during normal office hours (Monday to Sunday from 8 AM to 5.30 PM). Starfire can only accept handover and return of the motorcycles on Sundays and Public Holidays with prior

written agreement. Returns at other locations including other cities are available with a prior written agreement and a return transport fee will be calculated on a case by case basis depending on the location, date and cost of return transport.

## **10. RENTAL TERM**

The rental vehicle shall remain the property of Starfire. The rental ends on the day, time, and place set forth in the details of the contract. If the Renter wants to extend the rental period, they need to contact Starfire right away and with at least 24 hours notice. Starfire may or may not authorize an extension. If Starfire does not authorize the extension, and the Renter does not return the motorcycle on the day, time, and place established, the motorcycle will be reported as missing to the authorities, and the Renter could face legal consequences.

## **11. MOTORCYCLE CONDITION**

Starfire must deliver the motorcycle in good and safe technical conditions for circulation and make sure that all documents of the motorcycle are up to date and valid for the entire period of the rental. A motorcycle condition report will be made by an authorized mechanic before and after each rental. Any damages or mistreatment concluded and quoted in the return damage report are final and provide the basis for a possible charge to the renter's credit card.

## **12. RENTERS LIABILITY**

The Renter must ensure that they are legally entitled to drive a motorcycle. A valid license must be presented by the Renter. This license must be valid in the countries where the Renter will ride the motorcycle. The Renter is responsible for all fines, penalties, and legal fees for traffic violations or other breaches of the law during the rental period of the motorcycle. Starfire is authorized to charge the Renters credit card for any penalties and fines that occur during the rental and

can deliver the identity and other personal information regarding the Renter to the local authorities if asked to do so. An administration fee of \$50 USD will be charged in connection with every traffic violation, plus the cost of the fine.

It is the Renters responsibility to ensure that the rented motorcycle:

- a) Shall be used according to the manufacturer's recommendations
- b) Shall be used in full respect of highway codes of the countries in which it is ridden
- c) Shall not be used negligently
- d) Shall not carry more passengers than the approved capacity allow
- e) Shall not be used for racing or competition
- f) Shall not be used for illegal purposes
- g) Shall not carry more weight than allowed.
- h) Shall not be used by anyone except by Renter stated in the rental contract
- i) Shall not be used if the mechanical condition is deemed unsafe
- j) Shall not be used after consumption of illegal drugs or alcohol or other substances that could affect the mental state of the rider
- k) Shall not be used when the Renters physical conditions are weakened by fatigue, injury, or illness.
- l) Shall be kept in a guarded parking lot when not in use.

### **13. INSURANCE**

Mandatory Liability insurance is included in the rental in all countries where such insurance is required. In Colombia, the mandatory liability insurance SOAT covers injuries to the rider, passenger, or third party

in connection with the motorcycle. It does not cover 3rd party property, nor damages or theft of the rental motorcycle.

Renter is solely responsible for all costs involved with returning a damaged bike to Starfire in Colombia.

Starfire will go above and beyond to help recover damaged bikes at as low cost as possible and often at no cost at all if on tour with a support truck.

Insurance does not eliminate responsibility for damage or theft, and it will not protect you if you provide fraudulent information, use the vehicle in connection with conduct that could be properly charged as a felony, driving under the influence of drugs or alcohol, reckless driving, use the vehicle in a speed test or contest, or if the vehicle is driven by a person other than the driver authorized on the contract. The Renter must comply with all terms and conditions in the rental contract and local laws. Police or other authorities might demand a blood test in connection with an accident. The result thereof might be used by the insurer to determine insurance settlements. Personal and third party property is not covered by this insurance.

#### **14. ADDITIONAL EQUIPMENT**

Optional accessories such as helmets, luggage systems, tank bags, and other riding equipment are not covered by the insurance. The cost to repair or replace due to damage, loss, or theft will be sustained by the Renter.

#### **15. CONSUMABLES**

The motorcycle is rented from Starfire with a full fuel tank and must be returned in the same way. The return of the motorcycle without the full fuel tank will be subject to a refueling fee of \$20USD plus the cost of the fuel.

The motorcycle will be delivered by Starfire with tires, brake pads, and the general maintenance in perfect conditions ready for normal use. In the case of rental periods longer than 7 days, the renter is responsible for checking the oil level, brake pads, and chain, and notifying Starfire in case of excessive wear.

## **16. MECHANICAL FAILURE**

In the case of a mechanical failure, you must contact Starfire immediately, stating your location accurately and with detailed information about the failure. If repair is necessary and possible, you must obtain Starfire's consent before making any repair. If repair is not possible, Starfire will seek to replace the damaged motorcycle at the earliest possible opportunity. If, for any reason, the replacement is not possible, Starfire shall reimburse you for the rental days not enjoyed. In the event of mechanical failures caused by falls, accidents, or negligent use, Starfire is not responsible for replacing the motorcycle or any reimbursement or recovery of immobilized motorcycle.

## **17. PROCEDURE IN CASE OF INJURY OR ACCIDENT**

In case of accident or injury, the Renter is required to immediately notify Starfire by phone. Towing services and/or repair should only be called when agreed by Starfire. Police and rescue resources must be notified immediately in the event of an accident. Note the

names, addresses, phone numbers, driving license numbers, and issuing authorities, brands, models, colors, and registrations of vehicles, details of insurance (insurance company and policy number). Also, the contacts of any eyewitnesses should be collected, braking marks, and all the information that contributes to the correct and complete understanding of the sequence of events.

## **18. KEYS**

Starfire shall provide the keys corresponding to the motorcycle and luggage, if applicable. No duplicate will be provided. The Renter is responsible for the security of the keys during the rental period and must return all keys at the end of the rental. Starfire is not responsible for damage arising from loss, theft, or damaged keys that may cause the premature interruption or end of the rental period contracted. The loss of a key incurs a fee for replacement keys of up to \$100 USD.

## **19. DOCUMENTATION**

Starfire shall provide all documents necessary for the circulation of the vehicle in a particular copy of the rental contract, registration, proof of ownership, and proof of insurance. The renter is responsible for these documents during the rental period and should return all documents at the end of this period. The loss of any of these documents incurs a fee of \$50 USD per document plus the cost of replacement.

## **20. PHOTOS AND VIDEO**

Photos and videos produced by Starfire or its representatives are the property of Starfire. The copyrights rest with Starfire. Starfire can use all such material for advertising and marketing purposes, including images in which you can be recognized, without any charge arising for Starfire for the use of this material.

## **22. COMPETENT COURT**

Both the Client and Starfire agree that all disputes arising from this contract shall be resolved exclusively in the District Court of Medellin, Antioquia, Colombia.

## **23. DRIVING A MOTORCYCLE IS DANGEROUS**

Operating a motor vehicle is a dangerous activity and can result in severe injury or death. I understand and accept that renting this

vehicle exposes me to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury), and loss or damage to property. I hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting and operating this vehicle. I understand the inherent risk involved in operating this vehicle and accept full responsibility for any and all such damage or injury, which may result.

#### **24. ACCEPTANCE**

I have read and accept the terms and conditions of the Starfire SAS rental and tour agreement. I agree with all the above rental agreements, rules, conditions, fines, and insurance coverage. I'm aware of the risks involved in riding a motorcycle and that traffic conditions, roads, weather, and other conditions, as well as the actions of other riders, can influence and magnify the risks. I accept these risks. Furthermore, I agree and understand that Starfire is not the guardian of my safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation of, or my participation in connection with any tour or rental, which might result in injury, death or other damage to me, my property, or my family, heirs, assigns, or others.

Signature \_\_\_\_\_

Date \_\_\_\_\_