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#### RENTAL AGREEMENT

COC Pty Ltd T/A – “Steelriders” Motorcycle Rental Terms & Conditions  
(applicable to Rentals/Self-Drive Tours/Guided Tours)

The terms, “Renter,” “I,” “me,” and “my” refer to the person who signs the Rental Agreement as renter and any additional renter listed on the Agreement, all of whom are jointly and severally liable for the charges and obligations set forth in this Agreement.

The terms, “you” and “your” refer to COC Pty Ltd, Trading as (T/A) “Steelriders”. The term, “Motorcycle,” means the rental Motorcycle specified in this agreement in terms of your booking confirmation, or its replacement, including all tires, tools, Motorcycle documents, accessories, equipment and plates.

#### AFTER READING AND UNDERSTANDING THE TERMS & CONDITIONS, YOU AND I AGREE TO ITS CONTENT.

**1. RENTAL.** I agree to rent from you the Motorcycle described in my booking confirmation obtained by e-mail, and I agree to the terms below, provided any such term is not prohibited by the law of The Republic of South Africa.

**2. RETURN OF THE MOTORCYCLE.** I will return the Motorcycle on the date and time indicated as “Return”, in the same condition as when received, ordinary wear and tear from proper use expected. I will return the Motorcycle sooner upon your demand. Any Motorcycle not returned within 60 minutes of the return time specified above will be reported to the police as stolen. I waive all claims against you for any consequences ensuing from you making such report. Failure to return the Motorcycle may constitute a fraudulent act potentially punishable by prison terms.

**3. RENTAL CHARGES.** I will pay for the length of time I rent the Motorcycle at the rate indicated above. The minimum charge is one day. All charges are subject to a final audit. If, upon final audit, an error is found in an earlier calculation, I will pay undercharges, and I will receive a refund for any overcharges in excess of One EURO (EURO 1.00). I am primarily liable for all charges arising from the terms and conditions of this Agreement. If I have directed a billing for such charges to be transmitted to another person, firm or organization, such as a charge card issuer, who or which, upon receipt of your bill, fails to make payment, I will promptly pay for all such charges.

**4. TAXES.** I will pay all sales, use, rental, including tax-related surcharges, related to my rental of the Motorcycle, including fines and/or toll fees (e.g. E-toll/SANRAL fees).

**5. WARRANTIES.** I understand that except for the above description of the motorcycle, you have not made, do not make, and disclaim any representation or warranty whatsoever, express or implied, with respect to the motorcycle, including, but not limited to, its design, capacity, condition, merchantability, or fitness for use for any particular purpose. I agree that you will not be liable to me for any loss, consequential or other damages or expenses of any kind caused directly or indirectly by, or arising in connection with, the motorcycle, its use, operation or failure to operate, maintenance or failure to be maintained, or by any interruption of service or loss of use of the motorcycle.

**6. MY REPRESENTATIONS.** I represent to you that (i) I am at least 21 (or 25 years of age depending on the model selected) and I am in sound medical condition; (ii) I understand that unique risks are involved in motorcycle riding; (iii) I possess the skill, knowledge, confidence and experience on motorcycles the size of the Motorcycle to operate the Motorcycle in a safe manner; (iv) I will not operate the Motorcycle without wearing a helmet; (v) I possess a valid driver’s license that qualifies me to operate the Motorcycle in the state or county of my permanent residence with the same rating as the Motorcycle; and (vi) I am not, and will not be whilst riding the Motorcycle, under the influence of an alcoholic beverage or a controlled substance or any prescription or non-prescription drug which could impair my ability to operate the Motorcycle.

**7. WAIVER OF LIABILITY.** I release, waive, discharge, covenant not to sue and agree to hold you, COC Pty Ltd. and each of your and your respective directors, officers, employees, agents, affiliates and assigns (collectively, “released parties”), harmless from and against any and all claims, damages, losses, liabilities, legal proceedings, whether civil or criminal, penalties, fines, or other sanctions, that may have accrued or may accrue in the future against any released party directly or indirectly arising out of or relating in any respect to the rental or operation of the motorcycle by me or any other person.

This waiver and release will include, but not be limited to, any injury, damage or loss to my person or property which may be (a) caused by any act, or failure to act, by any released party or (b) sustained by me before, during, or after the rental. This waiver and release does not release you from any liability that is caused by your intentional misconduct or from any other liability that cannot be effectively released by me under applicable law. This waiver and release is in addition to, and is not limited to in any manner, the motorcycle rental release of liability conflict in any manner, the terms of the motorcycle rental release of liability will govern.

**8. OWNERSHIP AND USE.** You are the owner of the Motorcycle, and neither I nor anyone else will acquire any interest in the Motorcycle by reason of this agreement, except my right to possess and use the Motorcycle as renter for the time period indicated above and in accordance with this Agreement. I will not operate the Motorcycle outside the Republic of South Africa. I will comply with all laws, ordinances or governmental rules and regulations relating to the use and operation of the Motorcycle. I will check the engine oil level at each refueling and report any mechanical failures to you immediately. I will not service the Motorcycle, repair the Motorcycle, or replace any part or accessory of the Motorcycle, during the rental period without your prior approval or such actions are at my risk and expense. I will keep the Motorcycle locked while unattended. In case of an accident involving the Motorcycle, I will call 10111 and notify the police and you immediately. If I am involved in an accident, I understand that the Motorcycle will not be replaced, and this Agreement will automatically be terminated without refund, unless a traffic citation has been issued to the driver of another vehicle or to a person other than me or the additional renter listed above, naming such individual as the cause of the accident. I will not ride on untarred roads, unless specifically provided for in terms of this rental agreement, in particular in respect of tours, which may require access to certain accommodations.





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**9. DAMAGE; LOSS OF MOTORCYCLE.** If the Motorcycle is stolen or damaged irrespective of my negligence or intentional misconduct, I will pay you: (i) its retail fair market value before theft or damage less salvage, unless your repair cost plus the reduction of the Motorcycle's value after repair is less and you are not required by law to salvage the Motorcycle, in which case, I will pay the latter amount; (ii) loss of use based on reasonable downtime or as specified by law, plus a reasonable administrative fee determined by you or specified by law (except for theft where the Motorcycle is not recovered) and (iii) all towing and storage charges, all of which are referred to herein as the "Loss." If I believe my responsibility for the Loss is covered by my own insurance or my charge card issuer, I will provide you my insurer and policy number or card issuer and its insurer. I authorize you to collect the Loss directly from the insurer. I also authorize you to collect the Loss directly from a third party responsible for the Loss. You will refund any sum you collect in excess of the Loss.

**10. FUEL SERVICE CHARGE.** I will pay a fuel service charge of (no less than EURO 1.50 per liter) if I return the Motorcycle with less fuel than when rented. This charge will be the rate per liter as specified above multiplied by the number of liters required to fill the tank. I acknowledge that the fuel service charge is not a retail sale of fuel.

**11. OTHER CHARGES.** I agree to pay you all of the following charges that may come due: (i) all fines, penalties, forfeitures, court costs and other expenses (including, without limitation, recovery of expenses for parking, traffic and other violations, including storage liens and charges) that may be assessed against you but which are due by reason of my care, custody, control, possession, operation or use of the Motorcycle; (ii) your costs, including reasonable attorney's fees and court costs through trial and appeals, paralegal fees, incurred in collection of any and all charges due from me to you pursuant to this Agreement; (iii) Unless the vehicle is stolen or destroyed, if I do not return the Motorcycle on the date and time specified above (with a 60 minutes tolerance), I will pay an overtime charge of EURO 50.00 per hour or part thereof; (iv) If I represent I will return the Motorcycle to another location, I will pay the One-Way Service Fee specified on the front of this Agreement under "One way fee"; (v) If I fail to return the Motorcycle to the return location indicated in the booking e-mail as "Return," without your written permission, I will pay a charge of EURO 3.00 per kilometer from the location where the Motorcycle was left to such return location, or EURO 500,00, whichever is greater; (vi) I will pay a reasonable fee if it is necessary to clean the motorcycle upon my return for excessive stains, dirt or soilage attributable to my use; (vii) If I am in default under this Agreement, you may retain the Security Deposit and other funds paid by me to you, and I will be liable for any and all damages to you.

**12. PROHIBITED USE OF THE MOTORCYCLE.** I will not use or permit the Motorcycle to be used (i) by any person other than me or the additional renter specified above; (ii) to carry passengers or property for hire; (iii) to tow or push anything; (iv) to be operated in a test, race or on unpaved roads; (v) to instruct an unlicensed person in the operation of the Motorcycle; (vi) by any person who is prohibited by law from operating a motor vehicle; (vii) while under the influence of alcohol or a controlled substance, or a prescription or non-prescription drug which could impair the operator's ability to operate the Motorcycle; (viii) for an illegal purpose, including transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates my rental and makes me liable to you for all fines, forfeitures, liens and recovery and storage costs, including all related legal expenses.

**13. LIABILITY INSURANCE.** Anyone operating the Motorcycle as permitted by this Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the operator and/or the Renter up to the minimum financial responsibility limits required by applicable law. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where the law extends coverage to a non-permitted operator, the same limits will apply. The foregoing coverage provided by you will be excess over any applicable insurance available to me or any other operator, from any source, whether primary, excess, secondary or Contingent in any way. Otherwise, such coverage is provided according to the terms, and subject to all of the conditions and exclusions, of a standard Motorcycle liability insurance policy, including all requirements as to notice and cooperation on my part, which are made as a part of this Agreement. You can provide coverage under a certificate of self-insurance or an insurance policy, or both, as you choose. In any case, a copy of the policy and/or certificate will be available for my inspection at your main office. I understand that unless required by law, you will not provide (i) coverage for fines, penalties, punitive or exemplary damages; (ii) coverage for bodily injury to, or death of, myself while not an operator, or any member of my family or the operator's family; (iii) defense against any claim after applicable limits of coverage that you furnish have been tendered; or (iv) supplementary no fault, non-compulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and I reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits will be the minimum required under applicable statute. If I am charged with a criminal offence, including, but not limited to, driving under the influence of alcohol or a controlled substance while renting the Motorcycle, or if the Motorcycle is used to transport contraband for illegal trade, or if the Motorcycle is damaged while it is being operated by anyone under the age of 21 years (or 25 depending on the model selected) of age or not properly licensed, or if I fail to furnish you with a police report from the scene of any accident involving the Motorcycle or its theft, or if I fail to maintain all fluid levels or fail to use the specified fuel, or otherwise fail to comply with the terms and conditions of this Agreement, I will not be covered by your liability insurance and I will be liable to you and all third parties for any and all claims and damages. I understand that passengers are not covered for personal injury under your liability insurance and therefore ride at their own risk. I acknowledge responsibility for any passengers I carry on the Motorcycle.

**14. ADDITIONAL LIABILITY INSURANCE.** I will pay for additional liability insurance coverage if available and I accept it. In that case, the coverage provided by you according to Paragraph 13 above will be primary and the combined limits of liability protection will be EURO 150,000 (or ZAR 2.5 Million, whichever is the greatest) for each person for bodily injury, death, or property damage, but not more than EURO 150,000 (or ZAR 2.5 Million, whichever is the greatest) for each accident, instead of the basic limits stated in Paragraph 13 above. The additional coverage will be provided under a separate policy of excess liability insurance more fully described in your website and is subject to all of the conditions and limitations described in Paragraph 13 above, except that notwithstanding anything contained in this Agreement to the contrary, the terms of the policy will at all times control. I understand that I will be charged the rate per day for a full day even if I do not have the Motorcycle for the entire day.





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15. **INDEMNIFICATION.** I agree to indemnify you, COC Pty Ltd, for any loss, liability and expense that you or any of them incur arising out of (i) my use of the Motorcycle (but only to the extent such loss, liability and expense exceeds the greater of your statutory liability as an owner, if any, or the limits of any liability insurance that you furnish to me) or (ii) any breach of any representation, warranty, covenant, agreement or obligation made by me in this Agreement, the Motorcycle Rental Release of Liability, the Loss Damage Waiver or the Acknowledgements and Assumption of Risk.

16. **REPOSSESSING THE MOTORCYCLE.** You can repossess the Motorcycle anytime it is found illegally parked, unlocked, being used to violate the law or the terms of this Agreement, or appears to be abandoned. You can also repossess anytime you discover that I made a misrepresentation in this Agreement or in any other document to obtain the Motorcycle. I waive, to the extent permitted by applicable law, any and all rights to prior notice and/or hearing prior to the repossession of the Motorcycle by you, your employees, agents or contractors.

17. **COLLECTIONS.** All charges, fees, and expenses, including payment for loss of or damage to the Motorcycle are due at your demand. If I do not pay all charges when due, I agree to pay a late charge equal to the lesser of 5% per month and the maximum rate permitted by law, on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and your reasonable attorney's fees, if I do not pay any amount when due.

18. **CHARGE CARD.** I have been informed that my credit, up to an amount of the estimated total charges due under this Agreement, based on my representation about this rental, may be set aside or reserved by the charge card issuer whose card I present in payment of my bill. I consent to the reservation or setting aside of that amount. My signature hereon authorizes you to charge card specified above for any and all charges arising from the terms and conditions of this Agreement.

19. **PROPERTY IN THE MOTORCYCLE.** You are not responsible for the loss of or damage to any property left, stored, or transported by me, or any other person, in or upon the Motorcycle, or on your premises, or received or handled by you, either before or after the return of the Motorcycle, regardless of who is at fault. I will be responsible to you for claims by others for loss or damage.

20. **NO ASSIGNMENT.** I will not sell, transfer, assign, or sublease any Of My interest in this agreement or the motorcycle and any such attempted Sale, assignment, sublease or transfer is void and of no effect.

21. **MISCELLANEOUS.** (a) The section headings are inserted in this Agreement for convenience of reference and will not affect the meaning or interpretation of this Agreement. (b) Any provision of this agreement which is unenforceable in whole or in part in any jurisdiction will, as to such jurisdiction, be ineffective only to the extent of such unenforceability without invalidating any remaining provision of this Agreement. The validity and interpretation of this Agreement and the rights and obligations of the parties will be governed in all respects by

the understanding of the laws of The Republic of South Africa without giving effect to South Africa's laws provisions. (c) Any change in this Agreement or your rights must be in writing and signed by your authorized representative. (d) This Agreement, the Motorcycle Rental Release of Liability, the Loss Damage Waiver and the Acknowledgments and Assumption of Risk constitute the entire agreement between me and you.

22. **COC Pty Ltd NOT A PARTY.** I understand and acknowledge that you are independent from Harley-Davidson Motor Company, Inc. and Harley-Davidson, Inc. and its affiliated companies. None of Harley-Davidson Motor Company, Inc., Harley-Davidson, Inc. or its affiliated companies are parties to this Agreement in any capacity and this Agreement does not give me any rights of any kind against any of them.

23. **PERSONAL INFORMATION.** I have read and understood your Privacy and E-commerce policy and I am in agreement therewith.

Signed on this day \_\_\_\_\_ in \_\_\_\_\_

For the Renter \_\_\_\_\_

Signed on this day \_\_\_\_\_ in \_\_\_\_\_

On Behalf of COC Pty Ltd  
T/A "Steelriders" \_\_\_\_\_

