

CHICAGO MOTORCYCLE RENTAL, INC. RENTAL AGREEMENT

THIS AGREEMENT is entered into _____, 20__ between Chicago Motorcycle Rental, Inc. ("CMR") and the "Renter" listed below.

CUSTOMER INFORMATION

PRIMARY RENTER

Name: _____

Address : _____

Telephone: Home _____

Cell _____

DL#: _____

State: _____ Date Issued: _____

Exp. Date: _____

Licensed for Motorcycle? Yes _____ No _____

ADDITIONAL DRIVER

Name: _____

Address : _____

Telephone: Home _____

Cell _____

DL#: _____

State: _____ Date Issued: _____

Exp. Date: _____

Licensed for Motorcycle? Yes _____ No _____

CREDIT CARD INFORMATION

Name: _____

Type of Card: Mastercard Visa

Billing Address: _____

Amex Discover Other _____

Account #: _____ - _____ - _____ - _____

Exp. Date: ____ / ____ VC: _____

RENTAL FEES

Motorcycle Rented: Make _____ Model _____

Year: _____ VIN: _____

CMR agrees to rent the above-described motorcycle to Renter for the following period:

Starting Date: _____ Time: _____

End Date: _____ Time: _____

Renter hereby agrees to pay CMR the following fees:

Daily Rate: _____ x No. of Days: _____

Daily Taxes: _____ Total Charges: _____

Other Fees: _____

Total Daily Charge: _____

RENTAL TERMS

CONDITION OF MOTORCYCLE: CRM states that to the best of its knowledge and belief that above-described motorcycle is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use. Both CMR and Renter have inspected the motorcycle and it is free of damage or any defects other than those noted below.

AUTHORIZED DRIVERS: The rented motorcycle shall not be operated by any other person other than the Renter or an additional operator as indicated above, without the written permission of CMR.

RENTER REPRESENTATIONS: Renter represents that he/she (i) is at least 21 years of age and in sound medical condition; (ii) understands that unique risks are involved in motorcycle riding; (iii) possesses a valid driver's license that qualifies Renter to operate a motorcycle in the state or country of permanent residence with the same rating as the motorcycle; and (vi) is not under the influence of an alcoholic beverage or a controlled substance or any prescription or non-prescription drug which could impair Renter's ability to operate the motorcycle.

RENTAL CHARGES: Renter will pay for the length of time Renter possesses the motorcycle at the rate indicated above. All charges are subject to a final audit. If, upon final audit, an error is found in an earlier calculation, Renter will pay any undercharges, and will receive a refund for any overcharges in excess of One Dollar (\$1.00). Renter remains primarily liable for all charges arising from the terms and conditions of this Agreement. If Renter has 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, Renter will promptly pay all such charges.

TAXES: Renter will pay all sales, use, rental, and excise taxes, including tax-related surcharges, related to rental of the motorcycle.

ADDITIONAL CHARGES: Renter will pay CMR, or the appropriate government authorities, on demand all charges due under this Agreement, including: (a) time for the period that Renter keeps the Motorcycle; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Motorcycle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and

other expenses involving the Motorcycle assessed against CMR or the Motorcycle, unless these expenses are CMR's fault; (g) all expenses CMR incurs in locating and recovering the Motorcycle if Renter fails to return it or if we elect to repossess the Motorcycle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, CMR incurs collecting payment from Renter or otherwise enforcing CMR's rights under this Agreement; (i) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (j) \$50, plus \$5/mile for every mile between the renting location and the place where the Motorcycle is returned or abandoned, plus any additional recovery expenses CMR incurs; (k) \$25 or the maximum amount permitted by law, whichever is greater, if you pay with a check returned unpaid for any reason; and (l) a reasonable fee not to exceed \$150 to clean the Motorcycle if returned substantially less clean than when rented.

LIABILITY INSURANCE: Renter will pay for liability insurance coverage if available and if Renter accepts it. The coverage will be provided under a separate policy of liability insurance more fully described in the available brochure. Renter understands they will be charged the rate per day for a full day even if Renter does not have the Motorcycle for the entire day.

CREDIT CARD AUTHORIZATION: Renter authorizes CMR to charge Renter's credit card for the charges as set forth above, and for any additional rental charges unpaid at time of pickup, for any additional charges upon return of the motorcycle, and for any parking fines and any moving or toll violations incurred by Renter while using the Motorcycle. If, for any reason, the credit card does not cover the total amount of these expenses, the Renter agrees to pay immediately upon being billed for these services.

WARRANTIES: RENTER UNDERSTANDS THAT EXCEPT FOR THE ABOVE DESCRIPTION OF THE MOTORCYCLE, CMR HAS NOT MADE, DOES NOT MAKE, AND DISCLAIMS 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 OR FOR ANY PARTICULAR PURPOSE. RENTER AGREES THAT CMR WILL NOT BE LIABLE TO RENTER 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.

USE: Renter will not operate the Motorcycle outside the continental United States. Renter will comply with all laws, ordinances or governmental rules and regulations relating to the use and operation of the Motorcycle. Renter will check the engine oil level at each refueling and report any mechanical failures to CMR immediately. Renter will not service the Motorcycle, repair the Motorcycle, or replace any part or accessory of the Motorcycle, during the rental period without CMR's prior approval. Renter will keep the Motorcycle locked while unattended. In case of an accident involving the Motorcycle, Renter will notify the police and CMR immediately.

PROHIBITED USE OF THE MOTORCYCLE: Renter will not use or permit the Motorcycle to be used (i) by any person other than Renter 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 contest 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 motorcycle; (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; (vii) for an illegal purpose, including transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Renter liable to CMR for all fines, forfeitures, liens and recovery and storage costs, including all related legal expenses.

LOSS OF KEYS: Renter agrees to pay a fee of \$50 to replace any keys lost by Renter and not returned to CMR.

CONDITION AND RETURN OF MOTORCYCLE: Renter must return the Motorcycle to CMR's rental office, on the date and time specified in this Agreement, and in the same condition that Renter received it, except for ordinary wear. If the Motorcycle is returned after closing hours, Renter remains responsible for the loss of, and any damage to, the Motorcycle until CMR inspects it upon the next opening for business.

RESPONSIBILITY FOR MOTORCYCLE DAMAGE OR LOSS; REPORTING TO POLICE: Renter is responsible for all damage to the motorcycle, including the cost of repair, diminished value and loss of use, or the actual cash retail value of the motorcycle on the date of the loss if the motorcycle is not repairable or if CMR elects not to repair it, whether or not Renter is at fault. Renter is responsible for theft of the motorcycle, loss of use, diminished value of the motorcycle caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not Renter is at fault. If Renter believes their own insurance or charge card issuer covers the loss, Renter will provide insurer and policy number or card issuer and its insurer. Renter authorizes CMR to collect the loss directly from the insurer. Renter also authorizes CMR to collect the loss directly from a third party responsible for the loss. CMR will refund any sum collected in excess of the loss. Renter must report accidents or incidents of theft and vandalism to CMR and the police as soon as Renter discovers them.

REPOSSESSING THE MOTORCYCLE: CMR may 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. CMR may also repossess anytime it is discover that Renter made a misrepresentation in this Agreement or in any other document to obtain the Motorcycle. Renter waives, 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 CMR, CMR's employees, agents or contractors.

PROPERTY: Renter releases CMR, its agents and employees from all claims for loss of, or damage to Renter's personal property or that of any other person, that CMR received, handled or stored, or that was left or carried in or on the Motorcycle or in any service motorcycle or in CMR's offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

WAIVER OF LIABILITY: RENTER AGREES TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD CMR AND ITS 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, WHETHER BROUGHT BY RENTER, RENTER'S FAMILY OR THIRD PARTY, 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 RENTER OR ANY OTHER PERSON. THIS WAIVER AND RELEASE WILL INCLUDE, BUT NOT BE LIMITED TO, ANY INJURY, DAMAGE OR LOSS TO RENTER'S PERSON OR PROPERTY WHICH MAY BE (A) CAUSED BY ANY ACT, OR FAILURE TO ACT, BY ANY RELEASED PARTY OR (B) SUSTAINED BY RENTER BEFORE DURING, OR AFTER THE RENTAL. THIS WAIVER AND RELEASE DOES NOT RELEASE CMR FROM ANY LIABILITY THAT IS CAUSED BY ITS INTENTIONAL MISCONDUCT OR FROM ANY OTHER LIABILITY THAT CAN NOT BE EFFECTIVELY RELEASED BY RENTER UNDER APPLICABLE LAW.

MODIFICATIONS: No term of this Agreement can be waived or modified except by a writing signed by both parties. If Renter wishes to extend the rental period, Renter must speak directly with a CMR representative.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Renter and CMR. All prior representations and agreements regarding this rental are void.

GOVERNING LAW; JURISDICTION: This Agreement shall be governed by, and construed under, the laws of the State of Illinois, without regard to any conflicts or laws or choice of laws principles that would require the application of the laws of any jurisdiction other than the State of Illinois, all rights and remedies being governed by said laws. Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of CMR.

MISCELLANEOUS: A waiver by CMR of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of obligations under this Agreement. Acceptance of payment from Renter or CMR's failure, refusal or neglect to exercise any rights under this Agreement does not constitute a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

CHICAGO MOTORCYCLE RENTAL, INC.

By: Sarah Lahalih

PRIMARY RENTER

ADDITIONAL RENTER

Printed Name

Printed Name

Signature

Signature