Rental Terms & Conditions

Alaska Motorcycle Adventures (AKMotoADV)

A. RENTER Requirements for Motorcycle Rental

- 1. RENTER must be 25 years of age or older
 - a. Three (3) years riding experience on same displacement motorcycle as rental
- 2. Valid Driver's License with Motorcycle Endorsement
 - a. International license acceptable provided rider is licensed for corresponding displacement motorcycle in home country
 - b. Driver/motorcycle license must be presented and verified at time of rental pick up
- **3. Major Credit Card** (Visa, MasterCard, or American Express debit card will not be accepted) will be kept on file for Damage Security Deposit for the following:
 - Damages to motorcycle up to \$4000 (Insurance Deductible)
 (Mechanical failures or damage to the motorcycle to be reported to AKMotoADV immediately)
 - b. Damages due to failure to perform required maintenance (check oil, adjust & lube chain, flush radiator & brakes of dirt/debris, check & maintain tire pressure, etc.)
 - c. Recovery fee due to rider negligence
 - d. Riding motorcycle in unauthorized areas or locations
- 4. DOT Approved Helmet Required regardless of state law

B. Included in Motorcycle Rental Rate

- 1. Complimentary Route Consultation
- 2. Motorcycle Orientation
- 3. Luggage Storage at our facility
- 4. Hard-sided Panniers
- 5. Tire Repair Kit includes fix-a-flat, tire irons and tubes, or plug kit
- 6. Tool Kit for chain adjustment if applicable
- 7. Roadside Recovery within Alaska up to Fairbanks and east as far as Tok
 - a. AKMotoADV offers roadside recovery for mechanical failures
 - b. AKMotoADV does not cover expenses for recovery outside of our roadside recovery area (north of Fairbanks, east of Tok, off maintained roads, or on unapproved roads)
 - c. \$1 per mile will be charged for repair or recovery call out due to rider negligence

C. Not Included in Motorcycle Rental Rate

- 1. Fuel
 - a. AKMotoADV motorcycles will be sent out with a full tank and are to be returned with a full tank
 - b. A \$35 USD flat rate refueling fee will be charged to the RENTER if the fuel tank is not returned at the same level as it departed

2. Fines and Violations

- Any violations or unpaid tolls having occurred during your rental contract period will be automatically charged against your Credit Card on file with an additional \$25 USD administration fee
- 3. Shipping of Luggage or Left Behind Goods
 - a. We will ship these to you and pass the cost on to you directly with a 20% handling fee
- 4. Wheel and Tire Damages
 - a. RENTER is responsible for any and all costs associated with wheel damage or tire punctures during the rental duration
- **5. Motorcycle Recovery/Towing** outside of our Roadside Recovery area, as noted above in Section B.7.
- 6. Insurance
 - a. See Section E.1. & E.2. below for details

D. Rental Process

1. Deposit of \$500 USD for Each Rental Unit

a. AKMotoADV requires a \$500 non-refundable deposit at time of booking to confirm a reservation. This deposit will be applied toward your balance. If your rental is less than \$500 USD, we will ask for payment in full to confirm the rental.

2. Balance Due 45 days Prior to Rental Pick Up

a. AKMotoADV requires your rental balance to be paid in full 45 days prior to pick up. Rentals with unpaid balances inside of 45 days can be canceled by AKMotoADV with no refund of the deposit.

3. Cancellations

- a. AKMotoADV is not responsible for a participant's inability to fulfill a rental due to any
 circumstance whether it be health, family obligation or environmental
 If you would like to protect your deposit and balance as well as other travel plans, please
 consider trip interruption and travel insurance through your credit card or a third party
- b. AKMotoADV rentals must be canceled in writing. Include your full name, invoice number, reason for cancellation and send document to: information@AKMotoADV.com with 'Rental Cancellation' in the subject
- c. Cancellations are refunded on a prorated basis as follows:
 - 1. 45+ days prior to motorcycle pick-up deposit is forfeited as cancellation fee
 - 2. 30-45 days prior 50% of rental balance minus deposit is refunded
 - 3. 14-29 days prior 25% of rental balance minus deposit is refunded
 - 4. Less than 14 days notice, no refund or credit is given
 - 5. Cancellations initiated by the rider during the rental for any reason will result in no refund or credit of any kind. No refunds or credits for early returns
 - 6. Rider's choice to downgrade to a lesser model on day of rental pick up or at any time during rental period will result in no refund or credit of any kind

4. Rental Period

- a. Rental period begins at 9am on the first day and ends at 6pm on the last day of rental. A one-day rental runs from 9am to 6pm.
- b. Vehicles returned more than 15 minutes late will be charged at a rate of \$25 per hour, in hourly increments

E. Insurance and Reductions in Liability

- 1. Basic Liability Insurance (BLI): \$15 USD Per Day
 - a. All AKMotoADV rentals are covered with state and country mandated liability insurance. All AKMotoADV rentals are charged a mandatory \$15 USD per day BLI
 - b. This is required for the motorcycle to legally be on the road and is required regardless of any private motorcycle insurance held by the RENTER
 - c. The BLI limits the financial liability for the RENTER regarding damage or theft to the motorcycle up to the first \$4000 USD
 - d. *Restrictions Apply* See all of Section F. below for details
- 2. Supplemental Liability Insurance (SLI): \$6.95 USD Per Day
 - a. SLI is additional liability insurance over and above the state statutory limit.
 - b. When you accept SLI, the policy may provide you with excess coverage for the difference between that provided in the BLI (minimum requirement is the state financial responsibility mandated by the applicable insurance jurisdiction) and \$300,000 USD
 - c. SLI provides the renter, as defined in the rental agreement, with up to \$300,000 USD total excess liability for damage to other persons and includes \$10,000 excess liability for damages to other property
 - d. The SLI policy limits are in excess of any/all valid and collectible underlying insurance

F. <u>Restrictions</u> – Violations of the following restrictions void all reductions of liability, and the RENTER will be held completely liable for damages which will result in complete loss of the Damage Security Deposit as well as additional penalties up to the full replacement cost of the motorcycle

1. Ownership and Use

 Use of the rented motorcycle is restricted to the licensed person (RENTER) that signed the Rental Contract

2. Failure to Adhere to Maintenance Responsibility

- a. RENTER is responsible for checking and maintaining engine oil levels whenever the motorcycle is refueled
- b. RENTER is responsible to monitor and maintain correct tire pressures
- c. RENTER is responsible to adjust and lube chain as required
- d. RENTER is responsible to keep radiator, rotors, brakes, and engine clear of excessive mud
- e. RENTER is responsible for reporting mechanical failures immediately to AKMotoADV
- f. RENTER should not seek independent repair without approval from AKMotoADV
 - 1. Seeking and approving independent repair without consultation from AKMotoADV will result in repairs at your expense

3. Abandonment of Vehicle

a. Defined as: Terminating your rental in a location other than the drop off location indicated in your rental agreement

4. Off-Road Motorcycling

a. RENTER is forbidden from using rental motorcycles off-road, backcountry riding, trail riding, or water crossings. RENTER will forfeit entire security deposit (\$4000) for riding in unauthorized areas

5. Arctic Circle Sign in Alaska

- a. RENTERs traveling North of Fairbanks must have extensive gravel/dirt riding experience
- b. RENTERs traveling North to the Arctic Circle in Alaska must disclose their intentions before departing

6. Dalton Highway to Prudhoe Bay and Arctic Ocean

a. RENTERs traveling on rental motorcycles are not permitted to travel the Dalton Highway past the Arctic Circle Sign. RENTER will forfeit entire security deposit (\$4000) for riding in unauthorized areas

7. Dempster Highway to Inuvik and Tuk (YT & NWT Canada)

a. RENTERs traveling on rental motorcycles are not permitted to travel the Dempster Highway in Canada. RENTER will forfeit entire security deposit (\$4000) for riding in unauthorized areas

8. Canada

- a. RENTERs are allowed to take AKMotoADV rental motorcycles into Canada
- b. It is the RENTER's responsibility to disclose travel to Canada
- c. It is the RENTER's responsibility to understand what documents or permissions are needed for the RENTER to enter Canada
- d. AKMotoADV is not responsible financially or otherwise for disruptions to travel plans as a result of denial of the RENTER to enter into Canada

G. Damages to Motorcycles

- 1. RENTER's Motorcycle Inspected by an AKMotoADV representative within 72 hours of return
 - a. If damage is discovered during this inspection or before the next rental, the RENTER will be notified via email
 - b. Upon completion of the damage estimate, repair costs (parts plus labor) will be charged to the RENTER's credit card on file up to the full amount of the Damage Security Deposit
- 2. If **Restrictions** of the Terms and Conditions of the rental agreement are not honored (as noted in Section F. above), the RENTER gives AKMotoADV permission to charge the card on file for the total cost of repairs in excess of and in addition to the Damage Security Deposit