

MOTORCYCLE RENTAL AGREEMENT

This Vehicle Rental Agreement (“Agreement”) is made between **Krabi Riviera Co. Ltd.** organized under the laws of Thailand, with offices at 251/13 Moo 2, Ao Nang, Krabi 81180 Thailand (“Owner”),

and (“Renter”).

and (“Renter”).

Owner and Renter are hereinafter collectively referred to as “Parties”.

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

Motorcycle: **Honda Zoomer yellow/ green color**

License #:1 กข 4223 กระบี...(1 Gor Kor 4223 Krabi)

1. Term. This Agreement shall commence on the day the Renter takes possession of Vehicle and remain in full force and effect until Vehicle is returned to Owner. Renter shall return the Vehicle on unless this Agreement is terminated earlier consistent with the terms herein.

2. Payment. The rental price is included in the rental price of **Krabi Beach House**.

Renter shall also pay other charges in accordance with this Agreement due upon return of Vehicle, to the fullest extent allowed by law, including but not limited to:

- a) Loss of, or damage or repair to the Vehicle, loss of use, diminution of the Vehicle’s value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- b) Unless due to the fault of Owner, all fines, penalties, traffic and/or parking violations, court costs, towing charges and other expenses relating to the Vehicle assessed against Owner or the Vehicle during the rental Term;
- c) All expenses Owner incurs due to Renter’s failure to return the Vehicle including costs in locating and recovering the Vehicle;

3. Authorized Drivers. Only those who are a party to this Agreement, sign the Agreement and have a current valid driver’s license to operate the Vehicle are permitted to drive the Vehicle. Any other drivers are prohibited from operating Vehicle.

4. Insurance. Renter is responsible for all loss or damage.

- a) Do the scooters come with insurance? The compulsory government insurance covers medical expenses of up to 15,000 THB.
- b) Does the insurance cover damage to the vehicle of the opposite party? No, usually whoever is at fault for the accident pays
- c) Does the insurance cover injuries to the opposite party? No
- d) Does the insurance cover damage to my rented motorbike? No
- e) Does the insurance cover theft of the motorbike? No rental motorbike in Thailand can be legally covered for theft.

5. Restrictions on Use. Renter shall not:

- a) Permit the Vehicle to be driven by any person who is not an Authorized Driver under this Agreement;
- b) Operate the Vehicle or permit it to be operated in violation of law, including but not limited to driving under the influence of alcohol or drugs, or in breach of rules and regulations of road traffic;
- c) Operate the Vehicle or permit it to be operated to commit a violation of law;
- d) Operate the Vehicle or permit it to be operated for any race, test, or contest;
- e) Operate the Vehicle or permit it to be operated for the transport of more passengers or goods than the maximum allowable for the Vehicle or to carry hazardous or explosive substances of any kind;
- f) Drive or permit the Vehicle to be driven by any person who does not hold a current valid international or Thai driver’s license to operate the Vehicle;
- g) Drive or permit the Vehicle to be driven or parked on roadways not regularly maintained, or on any roads, beach, driveway, or surface likely to cause damage to the Vehicle;

h) Operate the Vehicle or allow it to be operated to push or tow any other vehicle;

6. Repairs or Loss and Reporting to Police. Vehicle shall not be serviced or repaired and parts and accessories shall not be replaced without Owner’s prior consent. Renter shall alert Owner to any damage to the Vehicle. Renter shall be responsible for any loss or damage to Vehicle and loss of use, diminution of the Vehicle’s value caused by damage to it or repair to it and missing equipment. In the event Renter is in an accident, has an incident in Vehicle or if Vehicle is subject to theft or vandalism Renter shall report the accident or incident to Owner as soon as practicable.

Are technical failure repaired/paid by the Owner? Yes, except punctures and lights and only when we are informed that there is a problem.

7. Return of Vehicle. Renter shall return Vehicle on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Vehicle to the agreed return location. If Vehicle is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Vehicle.

8. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

9. Indemnifications and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney’s fees and expenses of litigation) for any property damage or personal injury arising from Renter’s use of Vehicle by any cause, except to the extent caused by Owner’s gross negligence or willful misconduct. In no event shall Owner be responsible for any indirect, special or consequential loss or damages arising from Renter’s use of Vehicle, including but not limited to loss profits and loss revenue, even if informed of such damages. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. **IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER’S USE OF VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner’s acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

11. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

RENTER NAME

RENTER NAME

Printed Name

Printed Name

Signature

Signature

Date

Date