

## **RENTAL AGREEMENT:**

The customer declares to have read and accepted the terms and conditions of these general and special conditions of sale.

## **NOT INCLUDED IN THE SERVICE**

“All-risk” sports travel insurance with hospitalization, medical repatriation.

## **TERMS OF SALES:**

### **1. DEFINITIONS**

The "Lessor" designates the company "Saba tours" whose company name appears in the Rental Agreement.

### **2. OBJECT**

The "Lessor" gives the rental to the "Lessee" against payment, the vehicle as described in the **Rental Agreement**.

This rental is governed by these General Conditions of Sale attached to the Rental Agreement. The authorized "lessee" is required to ensure the full execution of the present conditions and acknowledges accepting the terms before signing the Rental Agreement.

### **3. COMMITMENTS OF THE "LESSOR"**

#### **3.1 Vehicle condition**

The "Lessor" undertakes to provide the "Lessee" with the vehicle in good working order, maintained according to the manufacturer's instructions.

The "Lessor" declares that the vehicle is in conformity with the intended use and that it is without apparent damage, except those mentioned on the description of the rented vehicle which is given to the "Lessee" at the start of the rental. It is up to the "Lessee" to have any apparent defect that does not appear there noted before his departure. In the absence of

contradictory findings, the vehicle is deemed to be free of any apparent damage unless proven otherwise.

The "Lessor" declines all responsibility for any delay caused by a breakdown or necessary repairs relating to the transport vehicle during the rental. The "Lessee" is prohibited from claiming damages for interruption, incident or accident characterized by the condition of the vehicle or the tires occurring during the location. In the event of a breakdown of the rented Vehicle not attributable to the "Lessee", and if the vehicle is immobilized for more than one day, the "Lessor" will endeavor to replace it with any other vehicle of the motorcycle type, to the extent of availability from the moment.

### **3.2. Insurance**

The "Lessor" has taken out third-party insurance (Civil Liability) for its Vehicles with RMA (Royal Marocaine d'Assurance) in Kenitra. As a result, only damage that the Vehicle may cause to third parties is covered. The "Lessor" declines all responsibility towards the "Lessee" for any claim, damage and / or costs related to bodily injury, accidents, death, or loss of personal property, delay, missed connections, bad weather conditions, strikes, acts of terrorism, wars or any other cause unforeseeable at the time of departure or the chosen activity, including the inability of the "Lessee" to obtain the required travel documents (passport, visas, etc.) to travel to Morocco.

### **3.3. Luggage**

If requested, luggage is transported free of charge at each stage, at the risk of the "Lessee" if the assistance vehicle option is taken, otherwise each "Lessee" is responsible for their luggage.

### **3.4. Weather conditions**

The "Lessor" cannot be held responsible for unfavorable weather conditions, which are not subject to reimbursement. The "Lessor" may cancel or modify the itinerary depending on weather conditions, to facilitate travel or for security reasons.

#### **4. OBLIGATIONS OF THE "LESSEE"**

As of the provision of the Vehicle, the "Lessee" is solely responsible for the Vehicle and the consequences that may result from its use. The Vehicle may only be driven by the person previously and expressly approved by the "Lessor" and identified in the Rental Agreement.

##### **4.1. Driver's license**

The "Lessee" must present a driving license corresponding to the rented Vehicle, valid for more than 2 years and be at least 25 years old (Type license: A for the Euro zone) without restriction of his country of residence.

##### **4.2. State of health / Physical condition**

The "Lessee" confirms his ability to practice off-road motorcycling. He is strongly advised to consult his usual doctor before departure to inform him of his next intention to rent the Vehicle in Morocco and to follow his instructions, if necessary.

#### **TERMS OF SALES**

The "Lessee" must complete a certificate stating these possible allergies and certifying that they have no medical contraindications to the practice of physical and sporting activities and, if this proves to be inaccurate, releases the "Lessor" from any liability for the medical incidents occurring during the service. Upon signing the Rental Agreement, the "Lessee" is requested to inform the "Rental Owner" of any medical problem that may affect the smooth running of the rental. In the event that the "Lessee" feels ill during the rental, or cannot

continue the trip for medical reasons, the "Lessor" will then take the necessary steps to carry out a medical consultation or, if necessary, consider repatriation.

#### **4.3. Vehicle Use / Behavior**

The "Lessee" will not allow any other person to drive the Vehicle, which is the subject of this contract, and will use the Vehicle in strict compliance with the standards and recommendations of the Manufacturer and the "Lessor", scrupulously following the latter's recommendations, which reserves the right to terminate the rental immediately and automatically without being required to provide justification or compensation, in the event that the "Lessee" does not comply with one of the essential obligations for the use of the Vehicle, the safety instructions and environmental or disrupted the smooth running of the rental by infringing the rights or well-being of other members of the group. In the event of exclusion, the "Lessee" will have to assume all the costs incurred by his driving, including the additional costs for his accommodation, his food and his return transport. The "Lessee" undertakes to use the Vehicle responsibly, to respect the safety instructions throughout the duration of the rental, in particular to: always wear the appropriate safety equipment: helmet, jacket, boots, gloves, etc. , respect the highway code and speed limits in all circumstances, do not use the Vehicle at night due to reduced visibility, respect safety distances, especially when overtaking, without a spirit of competition or racing , not to drive under the influence of alcohol or the influence of drugs or any other substance affecting his conscience or his ability to drive.

The "Lessee" also undertakes to respect the environment, the landscape, the fauna, the flora and the people encountered throughout the trip, to show discretion and to reduce his

speed near public places or dwelling, when he comes across herds, a person traveling on foot, or by means of any other vehicle.

SABA TOURS is not responsible for any loss, theft, body injury or material damage that may occur during the trip, the participant agrees to waive civil or criminal recourse against SABA TOURS.

Under no circumstances, SABA TOURS can be held responsible in the event of a traffic accident or incidents due to external factors (climatic incidents, bad road conditions, stray animals, natural disasters).

SABA TOURS will not be responsible for the non-payment of participants' extras, for any damage or degradation that these may cause during the trip, for the minutes for which the participants would be responsible, all these costs being the sole responsibility of the participant.

#### RENTAL TOURS

The "Lessee" must respect a safety distance with the members of the group and take all the necessary precautions in the event of overtaking in order to avoid the projection of dust and the throwing of stones towards neighboring people or vehicles.

The "Lessee" undertakes to follow the recommendations and directives of the "Lessor" during the daily briefings and throughout the duration of the rental.

#### 4.4, Insurance

The "Lessor" undertakes to do everything possible from a safety point of view, however activities in the natural environment involve risks and uncertainties. Therefore, the "Lessee" must take out personal sports travel insurance "All risks" with medical repatriation (for example, with <https://www.eu-rop-assistance.fr/>,

[www.worldnomads.com](http://www.worldnomads.com), <https://www.allianz-voyage.fr/>, CAA, Blue Cross etc...). This insurance must cover in particular the cancellation and/or interruption of the circuit, personal accidents, additional health costs (local medical care, hospitalization), repatriation, loss of personal property, etc. The "Lessee" will give a copy of the contract to the "Lessor" detailing the name of the insurance company, the number, the validity of the insurance policy and the contact of the insurer.

#### **4.5, All Terrain Equipment**

The "Lessee" must bring his personal effects for appropriate driving on paths and tracks, according to the itinerary defined by the "Lessor", namely, at a minimum: full-face off-road helmet, protective glasses, enduro gloves and boots, protective jacket with back protector, elbow pads and shoulder protection, trousers with knee pads, Camelbak 3 liter backpack, and rain protection.

#### **5. PICK-UP / RETURN OF THE VEHICLE**

Throughout the duration of the rental, the Vehicle itself and its proper use are under the responsibility and under the supervision of the "Lessee". The "Lessee" is responsible for damage to the rented Vehicle. When taking over and when returning, a report of the condition of the Vehicle is drawn up between the "Lessee" and the "Lessor". The Vehicle is delivered in good working order (engine, transmission, bodywork, tires, etc.) and must be returned in the same condition as when taken over, except for normal wear and tear due to the use of the Vehicle. No complaints will be possible after departure. Any deterioration noted on the return report will be the responsibility of the "Lessee" as well as the costs of repair and immobilization, according to the damage billing schedule appended to the

Rental Agreement or on an estimate from a vehicle brand dealership. These charges will be added to the cost of the rental. Whether the damage or degradation gives rise to

## **TERMS OF SALES**

### **6. SECURITY DEPOSIT**

It is intended to cover the damage that could be suffered by the "Lessor" due to the occurrence of a claim engaging the responsibility of the "Lessee". The damage billing schedule is attached to the Rental Agreement. The "Lessee" declares to have read and accepted without reservation the terms and conditions. The amount of the security deposit is shown in the Rental Agreement. All or part of the security deposit will be retained in the event of damage to the Vehicle and/or its accessories according to the damage billing schedule. The security deposit will be returned in full at the end of the service if the Vehicle has not been damaged. These same provisions are applicable to rented accessories and equipment (boots, helmets, gloves, overalls, etc.).

The security deposit depends on the motorcycle you are renting, it is payable in cash when you take possession of the motorcycle. Our goal is not to take your deposit but rather to hold you accountable for the responsible use of your equipment.

T7: 700 Euro or equivalent in DH

The other motorcycles 500 Euro or equivalent in DH

Paypal transfer

### **7. PAYMENT TERMS**

**7.1.** Upon booking, deposit of 0% of the total rental price,

**7.2.** Before taking charge of the Vehicle, the balance of the total rental price plus deposit.

## **8. CANCELLATION CONDITIONS**

As there's no deposit for booking the risk of cancelation is at our company stack

Note that if you book and you do not show up on the day of taking possession or you cancel the lease in less than 90 days without a valid reason, you will be deprived of booking with us in the future.

## **9. MISCELLANEOUS**

The "Lessor" with the authorization of the "Lessee" reserves the right to film or photograph the "Lessee" within the strict framework of the rental and to use the shots for promotional purposes, in brochures or on the website. Internet of the "Lessor" and for any other commercial purpose.

## **10. JURISDICTION CLAUSE**

Any dispute or any dispute of any nature whatsoever relating to the present, and which will not have been resolved amicably, will come under the jurisdiction of the city of Kenitra (Morocco) to the exclusion of any other jurisdiction and will be resolved in accordance with Moroccan law. The invalidity of all or part of a clause of the Rental Agreement shall not affect the validity of the other clauses.

## **SIGNATURE**

Preceded by the mentions:

- "I accept the General Conditions of Sale above. »

- "Good for Agreement"

LAST NAME and FIRST NAME: .....

DATE: .....



**MOTORCYCLE RENTAL AGREEMENT FOR TOURIST PURPOSES**

BETWEEN

The company "SABA TOURS SARLAU à Sole Associé", duly registered under:

RC n° 002900248000046 KENITRA, located 59 Res Moulay Abdelaaziz, Bd Moulay

Abdelaaziz Kenitra, Morocco

Kenitra and represented by Aziz Taboura, hereinafter named "SABA TOURS SARL à Sole Associé",

AND

NAME: .....

FIRST NAME: .....

DATE OF BIRTH: .....

C.I.N No.: .....

PASSPORT N°/ COUNTRY: .....

MOTORCYCLE LICENSE N°/ COUNTRY: .....

ADDRESS: .....

MOBILE PHONE: .....

E-MAIL ADDRESS: .....

Hereinafter referred to as the "Lessee",

HAVE AGREED AS FOLLOWS

**1. Object:**

The purpose of this contract is to rent a motorcycle, for tourist purposes in Morocco, for daily rental or as part of an Adventures in Morocco package marketed by "SABA TOURS".

The Vehicle will be picked up by the "Lessee" and returned by himself according to the following agreed date/place/mileage:

| DATE          | TIME   | LOCATION | KM     | MODEL  |
|---------------|--------|----------|--------|--------|
| .../.../..... | /..... | /.....   | /..... | /..... |

GETTING STARTED:

ANTICIPATED RETURN:

Any exceeding of the agreed date and time will result in the automatic billing of an additional rental day every 24 hours.

**2. Commitments of the parties:**

"SABA TOURS SARL with Sole Partner" undertakes to provide the "Lessee" with the following services: a vehicle in good working order, with a full tank of petrol,

brand name: ....., model:....., year.....

Third-party vehicle insurance (Civil Liability), mechanical and logistical assistance (only as part of a package)

**AND**

The "Lessee" undertakes with "SABA TOURS" to:

- Pay before taking charge, the full price of the agreed rental,
- Take out travel/repatriation insurance and Reno medical care, return the vehicle with a full tank of gas if given with full tank
- Accept the General Conditions of Sale in the web site Morocco-rides.com

Hereinafter referred to as the "Lessee",

**3. Payment:**

PACKAGE No: .....

PACKAGE PRICE (€): .....

DATE AMOUNT PAYMENT METHOD: .....

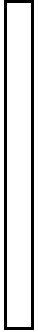
DEPOSIT: .....

GUARANTEE DEPOSIT € :

PAY

Established in ....., on ...../...../.....

Signature of the "Lessee":



Preceded by the mentions

"Read and Approved" and "Good for Agreement"

Signature of "SABA TOURS":