Guided TOURS Terms & Conditions

This is where service meets the road. EagleRider does all the planning and provides the gear, giving travelers the freedom to marvel at the scenery, make new friends, and dream about their next trip with EagleRider.

Release and Waiver

Every participant in an EagleRider Motorcycle Tour is required to accept and sign a Rental Agreement and release and waiver form of rights before the guided tour begins. EagleRider cannot accept any tour participant without a duly signed release and waiver form. Our agents can provide a copy of the release and waiver form.

Agents and Representatives

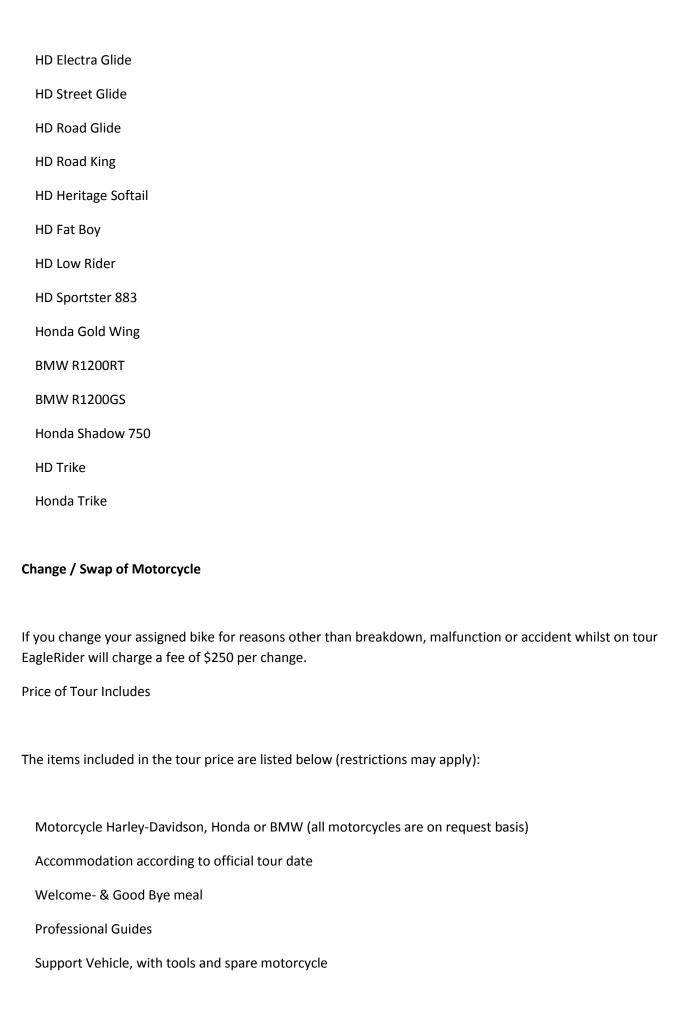
EagleRider agents and travel industry business partners are representing us, but are not a party of this contract, nor are they in any event responsible or liable for any failure to provide any services as may be described in our literature pertaining to the contract.

Motorcycle Rental / Security Deposit

Rental motorcycles are provided as part of the tour package. Your motorcycle model may vary to fit the type of riding on each tour. The pictures of the motorcycles listed below are the current motorcycle models available via EagleRider Motorcycle Rental, colors can vary.

All motorcycle models will have saddlebags for luggage, luggage racks, and some have backrests. EagleRider reserves the right to substitute the motorcycle confirmed to tour participants. Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to, delay in manufacture fleet delivery, mechanical failure, collision damage and theft. Should EagleRider not be able to provide confirmed motorcycle a similar or better model will be provided to the Client. This constitutes the maximum liability of EagleRider. A security deposit has to be paid to EagleRider Motorcycle Rental at the time of motorcycle pick-up. The amount of this security deposit varies on whether the Client chooses to purchase Theft & Damage Waiver Insurance. Security Deposits can range from \$1.000 - \$3.000. EagleRider reserves the right to adjust the amount of this security deposit and deductible without notice. This security deposit will be refunded upon the return of the undamaged motorcycle. During the tour EagleRider is not obliged to replace a damaged motorcycle.

Below is a list of current EagleRider motorcycle models:



Helmets for driver and passenger (limited)

Unlimited Mileage (restrictions may apply)

Any One-Way Fees (restrictions may apply)

Shuttle service between EagleRider location and hotel (after arrangement; restrictions apply for various locations)

Computerized booking confirmation

Environmental Recovery Surcharge

Sales Tax

National Parks entrance fees

Parking fees at tour hotels if applicable

NOT INCLUDED IN TOURS

Fuel and oil costs

Food, snacks, beverages

VIP Theft & Damage Waiver. This is an optional insurance plan for \$21- \$31 per day that covers the client in the event of damage to or theft of their rented motorcycle

Optional Insurance Coverage

Airfare

Tips

Delivery charges for participating vehicles (if applicable)

Cost for replacement of lost or stolen motorcycle keys or replacement of any bike equipment

Baggage

EagleRider assumes no responsibility for loss, damage, or delay in delivering baggage to tour participants. Baggage insurance is recommended.

Minimum Tour Participants

Up to 30 days prior to the start of a tour, EagleRider can cancel it if an insufficient number of tour participants have booked and fully paid by that time. The minimum number of participating motorcycles is 8 (eight) to conduct a guided tour. For a lesser number of participating motorcycles we can offer a customized tour quote which will reflect a price adjustment.

Cancellation and Refunds

Cancellations received more than 60 days prior to departure will be subject to a \$1000 per booked motorcycle cancellation fee. Cancellations received less than 60 days prior to departure will be subject to the following forfeit of tour cost:

60 - 31 Day Cancellation Notice: 60% of Total Booking Amount

30 or Less Day Cancellation Notice: 100% of Total Booking Amount

No Show: 100% of Total Booking Amount

Cancellation Fees will be charged to your Credit Card. Exceptions to this policy cannot be made for any reason. Trip cancellation insurance is strongly recommended.

Additional Accommodation

If you decide to spend extra nights before or after the tour EagleRider will be happy to book those additional nights for you at the assigned tour hotels as we usually get special rates. Please note that a fee of \$50 occurs if you change or cancel the booking for your additional accommodation. Upon your request we'll advise the cost for each hotel. If you cancel additional nights within below mentioned cancellation terms following fees apply:

60 - 31 Day Cancellation Notice: 60% of Total Hotel Cost

30 or Less Day Cancellation Notice: 100% of Total Hotel Cost

No Show: 100% of Total Hotel Cost

Free Transfers

Complimentary transfer between hotel and EagleRider location is provided for clients from locations that are within a 7 Mile Radius from the EagleRider Rental Station. Following terms must apply: 1.) Transfer is

arranged by EagleRider; 2.) Guided Tour is 3 days or longer. Exception: no transfer is provided for tours that start/end in Las Vegas.

Custom Pick-Up

If you wish to pick-up your bike at a location other than scheduled by EagleRider a custom pick-up charge may occur. Cost for delivery of the bike is upon request.

Custom Drop-Off

If you wish to drop-off your Bike at a location other than scheduled by EagleRider a custom drop-off charge may occur. Cost for delivery of the bike is upon request.

Customer Orientation

Every client will receive a full orientation to the motorcycle. The client orientation will cover all aspects of safe motorcycle operation, the clients' maintenance responsibilities, local and state laws.

Credit Cards

We accept VISA, MasterCard, and American Express. Discover, Diners, Cash and Traveler Checks for tour deposit and security deposits for bike.

Helmets (included)

Helmets are provided with motorcycle rentals and tours. Clients are encouraged to bring their own helmets for comfort and style reasons. In addition, helmets may be purchased at many of EagleRider's rental stations.

Insurance

EagleRider recommends that you take out adequate travel, health and accident insurance as well as trip cancellation insurance with our agents. EagleRider currently offers the following insurances and Damage Waiver Coverage:All insurance, coverage and waivers are subject to the express terms and conditions of the rental contract and do not include coverage for injury, personal property, or damage as the result of negligence such as illegal use or use of rental while under the influence of drugs or alcohol. A Police Report is required for all damages or accidents. All damages to rented motorcycle without a police report is considered Renter's fault

Storage

EagleRider will provide storage for client luggage, airline tickets, and other valuables free of charge, however at clients' risk.

Fuel and Oil

Fuel and oil costs are included on all Guided Tour ridding days. However, EagleRider reserves the right to charge an additional fee if fuel costs significantly exceed the average price per gallon at time of printing.

Maintenance Responsibility

The customer is responsible for checking engine oil levels at each refueling and reporting mechanical failures immediately. Instructions and procedures for maintenance expense reimbursement are provided at pick-up. Customers may be held responsible for mechanical damage due to negligence in motorcycle operation or failure to provide normal maintenance.

Restricted Areas

Road Restriction: Rental motorcycles are not allowed on gravel roads, beaches, "logging" or other nonpublic roads. "Off-roading" is strictly forbidden. Entering into Mexico is only allowed if additional Mexican Insurance is purchased and client has EagleRider's prior written authorization or is accompanied by an EagleRider Tour Guide. Violation of these restrictions voids all VIP Theft & Damage Waivers and client will be held liable for damages. Death Valley Restriction: (June - September) Client assumes all risks associated with travel to or through Death Valley and all VIP Theft & Damage Waiver is void in Death Valley during these months.

Rental Confirmation & Examp; Credit Card Deposit

With your signature on the Rental Confirmation & Credit Card Deposit Agreement Form you accept these terms and conditions as a binding contract between EagleRider and you, the participant. Please read them carefully. EagleRider cannot accept any tour participant without a duly signed Rental Confirmation & Credit Card Deposit Agreement Form and Rental Agreement on day or motorcycle pick-up.

Reservation and Deposit

A \$1,000 booking deposit is required at the time of booking, the deposit is nonrefundable. The balance is due 65 days before the guided tour starts, with signing the Credit Card Authorization you give EagleRider permission to charge your card 65 days prior tour start. If in case of payment by wire transfer or check the total balance is not received 65 days before tour start, EagleRider reserves the right to treat this reservation as cancelled and charge the cancellation fee.

Reservations

Reservations can be made by:

FAX: 310-536-6770

TEL: 310-536-6777

E-MAIL: tours@eaglerider.com

INTERNET: www.eaglerider.com

ALL RESERVATIONS ARE ON A REQUEST BASIS. BOOKINGS MUST BE CONFIRMED BY EAGLERIDER GUIDED TOUR DEPARTMENT.

Complaints

Please bring any complaints to your tour guides immediate attention. Do not wait until the tour is over; we take customer complaints very serious and will try to erase occurring problems immedialtely.

Tour Cancellation

In this case the customers will be notified forth with. EagleRider will either offer the tour as a self-guided tour (bike rental & hotel package) or will offer to operate the tour if all customers agree to a supplement charge due to the low number of tour members. If customers do not accept to pay the supplement, EagleRider will refund their payment in full, which will constitute the full settlement. EagleRider is not liable for any additional costs or losses incurred by the tour participant due to EagleRider's cancellation of tour due to lack of participation. This includes, but is not limited to the cost of pre-paid airline tickets, hotel reservations or automobile rentals. Situations may arise which, in our opinion, make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience. Your full tour price will be refunded if the tour is cancelled prior to scheduled tour start date.

Rental Requirements

21 years of age or older

Valid motorcycle operator's license

Minimum of one year of riding experience on heavyweight motorcycles

Major credit card is required

Non-observance of traffic laws and/or group travel regulations

If the customer does not comply with traffic laws or the requirements for group travel, EagleRider may cancel the contract and the rental motorcycle will be secured. "Burn-outs" with motorcycles are strictly forbidden.

Responsibility

EagleRider is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in its literature. EagleRider is selecting carefully and is constantly checking its contractors, such as hotels and restaurants. EagleRider is responsible for conscientious travel preparations. EagleRider is not responsible or liable for any accidents and cannot be held liable in any way for any occurrence in connection with the operation or the client's participation in connection with the tour, which might result in injury, death or other damage to the client, his property, or his family, heirs, or assigns. EagleRider is not responsible for any delays, changes, in schedule or other conditions.

Tour Guides

Your tour guides are prepared to guarantee you a stress-free vacation. Please listen carefully to your guides instructions at the beginning of the tour. Your guide will and has to adjust to the weakest rider in your group. It is impossible to meet everyones needs and wishes; you will have the opportunity to gain as much independence on your tour as possible.

Alterations to tour schedule

Tours operate on a seasonal basis and where seasonal variances and/or weather conditions cause changes in the tour routing and accommodations, the itinerary will be adjusted accordingly and alternate hotels, restaurants and roads will be used.

Weather conditions

EagleRider strives to schedule its tours at a time of the year, when the weather in the touring area is usually pleasant for motorcycling. Many tours pass through areas, where weather conditions can change very fast and significantly. EagleRider cannot be made liable for unpleasant and unsuitable weather conditions and no refunds are made for such conditions.

Bike Events

A surcharge may apply at certain locations for bookings during bike events like Sturgis, Daytona, Laughlin River Run etc.

Tour rates, rental rates, and motorcycle costs

Fares quoted in this brochure are those in effect at time of printing. If cost factors, including but not limited to hotels, meals, motorcycles, insurance, international currency fluctuations, etc. dictate the need for fare increases EagleRider may do so at any time prior to 60 days before departure. A fare increase has never happened, however if it does the Client has the right to receive full refund if so desired.

Payment

Payment by Credit Card or Wire Transfer:

Payment of \$1.000 Tour Deposit can be made by the following credit cards, VISA, M/C, AMEX, DINERS, JCB, DISCOVER. Balance payments can also be made by wire transfer, in this case the balance amount must be credited on the EagleRider account 65 days prior tour start.

Payment by Check:

Balance payments by check must be made to EagleRider Motorcycle Rental and checks must be drawn on a U.S. bank and payable in U.S. dollars. EagleRider must receive check 65 days prior tour start. To insure proper account crediting, please include booking reference number and/or tour operator name. Mail Checks To:

EagleRider

Attn: Guided Tour Deptartment

11860 South La Cienega Blvd.

Hawthorne, California 90250-3461

Payment by Wire Transfer

ALL wire transfer fees are to be paid by customer

NOTE: WE CHARGE A FEE OF USD 35.00 FOR SHOW AND EVENT RESERVATIONS / TICKET PURCHASES. PLEASE CONTACT US FOR BANK INFORMATION.