

NamiBike

Adventure

Vehicle Rental Agreement (Updated July 1st 2019)

Contract Number : 0000__

Namibia is preferably a destination for experienced riders... In order to rent one of our bikes, you need to have a previous experience on a similar bike and you need to have some experience riding long distances on gravel and sand roads. Your safety depends on it and that's why our rental conditions take this into consideration.

This Vehicle Rental Agreement ("Agreement") is made between **NamiBike Adventure cc**, a "Close Corporation" registered under the laws of Namibia, with offices at : Office 5, Kanaal 7 building, Corner of Hendrik Witbooi 7 Ara Street – Dorado Park – Windhoek – Namibia ("Owner"),

and _____ ("Renter" – Name - Surname).

Home Address: _____

Zip Code : _____ City : _____ Country : _____

E-mail Address: _____ Home Tel Number: _____

Passport Number (and copy): _____ Expiry: _____

Drivers Licence Number (and copies): _____

Note: An International Driver's Licence is a requirement in order to drive in Namibia, along with your driver's licence from your home country.

Credit Card Number (and copy) : _____

Person to contact in case of emergency: _____

Personal Insurance Company, contact and policy number: _____

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 : F800GS ADVENTURE HONDA FRC 1000 DCT R1200GS ADVENTURE

Registration Number : _____

and all its equipment, tools, tires, accessories, keys, and documents ("Vehicle").

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 takes possession of the Vehicle on this _____ day of _____ at 13h00.

Renter shall return the Vehicle on this _____ day of _____ at 13h00.

Unless this Agreement is terminated earlier consistent with the terms herein.

Early returns do not allow for refunds.

NamiBike Adventure cc – 2015/13873 – NTB Reg: VEH01022 – Member: J.P. NAMBALA
P.O Box 91393 – Office 5 – Canal 7 Building - Corner of Hendrik Witbooi & Ara Street – Dorado Valley
Windhoek – Namibia - Tel: (264) 81 704 60 65 – E-mail: info@namibikeadventure.com
Website: <http://www.namibikeadventure.com>



The Renter:

- The Renter warrants and accepts sole responsibility for ensuring that the driver specified in the rental agreement is an authorized driver :
- Authorized Drivers. Only the person who, sign the Agreement and have a current valid driver's license to operate the Vehicle is permitted to drive the Vehicle.
- Every Renter must be in possession of a valid rider's licence, with an International driver's licence in order to drive in Namibia. The licence must be valid for the class of motorcycle to be rented. The Renter must herewith confirm that he/she has never been denied car or motorbike hire facilities or refused motor insurance.
- The Renter should not suffer from any physical infirmity, defective vision or hearing and is neither addicted to nor under the influence of alcohol or any habit forming or illegal drug.
- **The Renter must be over the age of 30 and must be in possession of a valid unendorsed bike license, which they must have held for at least 5 years. We may consider riders between 25 and 30 years old, with 5 years of motorbike licence and double deposit.**

Second Driver: 1 Extra driver may be registered per vehicle at an extra cost of 1.500 N\$.

Any other "unregistered" drivers are prohibited from operating Vehicle.

The additional driver will also be required complete a rental contract and to give the excess deposit (by credit card payment)

Additional requirements to rent a BMW F800GS Adventure / HONDA FRC 1000 DCT / BMW R1200GS Adventure:

- For tours involving Gravel/Sand roads : Renter must provide details of his/her experience on long distance gravel road motorcycle trip. (Declaration on the booking form - required prior to booking confirmation). When the Clients is unable to justify some riding experience on gravel/sand roads, NamiBike Adventure reserves the right to refuse the booking. **Gravel Road (or anything not tarmac) > Riding with a passenger on gravel roads IS NOT ALLOWED at any time and would cancel all insurance cover.**
- For tours involving tared roads only, the above requirement don't need to be met, however, you need to have experience on similar bikes.
- In the event of any disputes regarding rentals etc. NamiBike Adventure's decision is deemed to be final and binding on all parties and management reserves the right to refuse rentals to persons deemed to be unsuitable or unqualified to operate the rented motorcycle.
- We reserve the right to substitute vehicle reserved with a similar vehicle should vehicle/s reserved not be available at the time of hire.
- We draw your attention to the fact that the operation of a motorcycle is inherently dangerous and Clients rent motorcycles ENTIRELY at their own risk ! NamiBike Adventure, its employees, agents, managers and owners do not accept any liability or responsibility for any loss, damage or injury regardless of howsoever incurred.

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, for any race, test, or contest;
- d) operate the Vehicle or permit it to be operated for the transport of any passengers or goods.
- e) drive or permit the Vehicle to be driven by any person who does not hold a current valid driver's license to operate the Vehicle;
- f) 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;
- g) operate the Vehicle or allow it to be operated to push or tow any other vehicle;
- h) operate the vehicle along road D707 or C32 or on any road marked as a dotted line (4x4 roads) on T.A.S.A road map. National Parks access is also restricted for motorbikes (in some cases, mains roads are allowed) please check with us.**
- i) operate the vehicle above the legal speed limits > 60km/h in town, 80km/h on any gravel or sand roads / 120km/h on tarmac. Some areas in town may have lower speed limits (40 or 50km/h).
Some gravel roads may still have old signs reading 100km/h, however, the legal speed limit on gravel is only 80km/h.

Payment: All rental charges shall be paid prior to the delivery of the vehicle and as follows:

Rates in Euros (bank transfer) or in N4 (Credit Card payment) may fluctuate according to Exchange Rate at time of booking.

2020 RATES FOR BMW GSA 800 Adventure

- 4 TO 6 DAYS > 154 Euros / 2 300 N\$
- 7 TO 13 DAYS > 140 Euros / 2 100 N\$
- 14 DAYS + > 127 Euros / 1 900 N\$

2020 RATES FOR HONDA FRC 1000 DCT

- 4 TO 6 DAYS > 160 Euros / 2 400 N\$
- 7 TO 13 DAYS > 153 Euros / 2 300 N\$
- 14 DAYS + > 140 Euros / 2 100 N\$

2020 RATES FOR BMW GSA 1200 Adventure

- 4 TO 6 DAYS > 196 Euros / 2.950 N\$
- 7 TO 13 DAYS > 173 Euros / 2.600 N\$
- 14 DAYS + > 153 Euros / 2.300 N\$

2020 FOR HONDA 125 CC / 150CC

- Full Training : 5.200 N\$ (Include Licence Prep)
- Licence Preparation: 2.700 N\$ (Include Bike for Test)

Rates may change at any point in time, the best available rates are always on the website.

NamiBike Adventure cc – 2015/13873 – NTB Reg: VEH01022 – Member: J.P. NAMBALA
 P.O Box 91393 – Office 5 – Canal 7 Building - Corner of Hendrik Witbooi & Ara Street – Dorado Valley
 Windhoek – Namibia - Tel: (264) 81 704 60 65 – E-mail: info@namibikeadventure.com
 Website: <http://www.namibikeadventure.com>



The daily rates are valid from 01/01/2020 to 31/12/2020 and include:

- **Motorbike Rental** : The first 300 km per full day rental are included in the above whilst kilometres over and above said 300 km will be charged at 8 N\$ per km thereafter (except 125/150cc).
- Insurance (variable excess deposits and exclusions are applicable).
- Per bike or group of bikes > 1 toolbox, 1 tire repair kit, 1 compressor (Except 125/150cc).

Options:

- New set of tires on request > 5.000 N\$ (you choose your brand subject to availability).
- GPS rental > 150 N\$ / 24H00.
- Panniers rental > 150 N\$ / 24H00.

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) charges for optional services, if any;
- b) 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;
- c) 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;
- d) all expenses Owner incurs due to Renter's failure to return the Vehicle including costs in locating and recovering the Vehicle;
- e) 9% annual interest, or the maximum amount allowed by law, for monies 14 days past due;
- f) all costs incurred to collect unpaid monies due.

Excess Deposit: In addition to the above listed fees, Renter shall pay, upon delivery of the vehicle, an Excess Deposit of **25.000 N\$ for the F800GS ADVENTURE - 25.000 N\$ for the HONDA FRC 1000 DCT - 30.000 N\$ for the R1200GS ADVENTURE.**

Owner may use the deposit to cover any amounts due under this Agreement. Excess deposit is per accident.

The excess deposit is cashed when you take the bike and refunded at the end of the rental period, after the bike has been cleaned by our staff and inspected by Pupkewitz BMW / Pupkewitz Honda, if there are no damage to the bike.

The Excess deposit is only payable (and refundable) by credit card. The excess deposit is debited from your credit cards.

Note: Luggage Panniers and accessories (tool box, compressor, gps...) are not insured and damage to these items will be recovered at replacement value). Cost will be deducted from the excess deposit and above if damage exceed the excess deposit.

The minimum rental duration is 4 x 24h00.

A rental day is calculated on a 24h00 cycle which start from the time of pick-up.

A grace period of 30 min will be allowed at return of vehicle.

- Shortening or Extending of rental durations are subject to management approval, and must be requested/approved 24h00 before it happens. Our booking conditions strictly apply.

- Collections and returns must be made by the renter at the premises of NamiBike Adventure cc (unless otherwise arranged).

- Motorbikes are supplied to the Client with a full tank of petrol and Clients are obliged to refill tanks at their own cost during the duration of any rental as well as upon return to NamiBike Adventure cc.

- The rates are quoted in N\$ (for Credit Card Payment) OR in Euros (for Euros bank transfers payment to Namibia).

- Please note that ALL rentals carry an insurance excess i.e. in the event of any damages or accident, the Client is liable for excess amount and by entering into a rental agreement he warrants that he agrees to such excess as well as agreeing to NamiBike Adventure cc debiting his credit card with any other costs such as traffic fines etc. with an indefinite time period.

- The excess deposit is to be paid ONLY by credit card, before the handover of the motorcycle and withheld until the motorcycle is cleaned and inspected upon return.

It is therefore advisable to plan to return the motorcycle the day before the renter's departure from Namibia.

- **The maximum rental duration is 30 x 24h00.** For longer rentals, please contact us.

NamiBike Adventure cc payment terms:

30% Deposit once we have confirmed and accepted your booking.

70% Final Payment 30 days prior arrival OR upon confirmation of your booking if less than 30 days prior arrival.

Accepted method of payments

- Credit Card > We debit your card in N\$, as per invoice. We accept Visa & Master Cards ONLY.

We unfortunately do not accept American Express cards for payment or for deposit.

- Bank Swift in Euros > You send us a Euro amount as per pro-format invoice (all bank charges are for the senders account).

NamiBike Adventure cc – 2015/13873 – NTB Reg: VEH01022 – Member: J.P. NAMBALA
P.O Box 91393 – Office 5 – Canal 7 Building - Corner of Hendrik Witbooi & Ara Street – Dorado Valley
Windhoek – Namibia - Tel: (264) 81 704 60 65 – E-mail: info@namibikeadventure.com
Website: <http://www.namibikeadventure.com>



- EFT- N\$ or SAR Electronic bank transfers.

Cancellation Policy:

Once booking is confirmed and deposit received: 20% of the total invoice is not refundable.

Cancellation more than 60 days prior arrival: 25% of the total invoice

Cancellation more than 30 days prior arrival: 30% of the total invoice

Cancellation between 29 and 21 days prior arrival: 50% of the total invoice

Cancellation between 20 and 14 days prior arrival: 75% of the total invoice

Cancellation between 14 days prior arrival and arrival date : 100% of the total invoice

After arrival: 100% of the total invoice

Insurance Cover: Our bikes are insured to ride with a maximum of 2 persons, on the existing Namibian road network

Comprehensive motorbike insurance is included (Except accessories) in the rates as displayed on the website.

However, the lessee remains liable for part of value of the bike and an "Excess Deposit" is required.

A credit card (no debit card or e-card accepted) will be required for the excess deposit.

Excess Deposit Amounts GS1200 Adventure (except accessories): 30.000 N\$

Excess Deposit Amounts HONDA 1000 FRC (except accessories) : 25.000 N\$

Excess Deposit Amounts GS800 Adventure (except accessories) : 25.000 N\$

These are the amounts you are liable for, in case the motorbike (or accessories) is/are damaged, whatever the reason or origin of the damage.

Any damage, accident, breakdown or theft involving the vehicle or accessories must be immediately reported to NamiBike Adventure cc.

Failing to do so will cancel the insurance policy.

Insurance Exclusion:

The renter will be fully liable for any damage to the vehicle or third party vehicle in the following circumstances:

- Water and/or Sand Storm damage

- Driving under the influence of alcohol or drugs

- Speeding (all bikes equipped with a "black-box" recording and transmitting data in real time).

- Any damage caused as a result of negligence (Negligence includes but is not limited to speeding, drunk driving...).

- Driving out of the registered Namibian road network (dune driving, beach driving and similar... total off road).

Please note that gravel/sand roads being part of the national network, you are covered on gravel/sand roads.

- Clutch damage due to incorrect use of the clutch/gearbox

- Engine damage due to incorrect oil level.

- Traffic offense.

- Tires > More details at "Punctures / Flat or Damaged Tires" paragraph.

- All rentals are subject to our rental agreement and all condition contained therein.

Such rental agreement must be completed in full by all parties concerned before any rental bike leaves the premises regardless of how long or short a rental is and unless the renter can and is willing to comply with ALL conditions contained therein, no rental may take place.

Extra fees:

- Extra km (on top and above the 300km included per 24h00) : 8N\$.

- Traffic Offense: You will be responsible for the full amount of any traffic offense while the motorbike is in your possession. Traffic Fine

Admin Fee: 400 N\$ (per fine in addition to fine amount).

- Call Out Fee – Negligence / Puncture : 13 N\$ per km

- Accident Recovery Fee: 13 N\$ per km – Must be paid before recovery vehicle leaves Windhoek. Not deductible from the excess deposit.

- Claim Admin Fees : 500 N\$ per claim

- Assistance & Back-up.

NamiBike Adventure cc states that to the best of his knowledge and belief the rented vehicles are in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use. However, we cannot rule out the possibility of a mechanical failure. In such an event, we provide 24h00 recovery services.

NamiBike Adventure cc accepts no responsibility for delays in consequence of breakdown or any other circumstances.

Please be advised that there is ONLY ONE BMW Motorrad dealer in Namibia, based in Windhoek; therefore resources are limited when it comes to back-up and assistance.

NamiBike Adventure cc contact for emergency and back-up is: 081 704 60 65

- In case of mechanical failure caused by a motorcycle default (engine failure for example) and where there is NO negligence from renter, recovery costs are for NamiBike Adventure's account and a replacement vehicle shall be provided within 24h00.

The 24h00 period starts when "Renter" advise NamiBike Adventure representative of the problem.

In the event of a mechanical failure, not caused by the renter's negligence, should NamiBike Adventure cc not be able to replace the motorbike with the confirmed type or similar, a prorated refund will be refunded to the renter.

This constitutes the maximum liability of NamiBike Adventure cc.

NamiBike Adventure cc – 2015/13873 – NTB Reg: VEH01022 – Member: J.P. NAMBALA
P.O Box 91393 – Office 5 – Canal 7 Building - Corner of Hendrik Witbooi & Ara Street – Dorado Valley
Windhoek – Namibia - Tel: (264) 81 704 60 65 – E-mail: info@namibikeadventure.com
Website: <http://www.namibikeadventure.com>



- Accidents & Replacements.

If the rented motorcycle is involved in an accident (with or without other parties involved), no refund for early termination will apply. Should you require a new vehicle (subject to availability), a new rental contract and conditions will apply.

Recovery cost for the damaged vehicle AND delivery cost for the new vehicle will be for Renter's account.

NamiBike Adventure cc has no obligation to provide a replacement vehicle in such a case.

- A fall without other parties involved (Single Vehicle Accident) is considered as an accident.

- You will be required to complete an Insurance Claim Form.

All accidents, however small or big must be reported to the local police and a case must be open.

The case number and copy of the police report is required for the insurance claim. Failure to do so will result in your claim being void and repudiated. Falling with the bike, dropping the bike are examples of accidents.

Renter shall report any accident or incident to NamiBike Adventure as soon as practicable.

- Damage Policy.

Vehicle shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.

NamiBike Adventure cc has a strict replacement policy on all damaged parts or accessories, irrespective of how minor any damage may be.

Any scratched, dented, or damaged part will be replaced at the current dealer retail price plus labour.

Therefore, replacement costs can only be estimated during working hours and from Monday to Friday.

An administration fees for any claim or damage repair will be charged at 400N\$ per claim.

Should a client return a damaged vehicle on a Saturday or a Sunday, NamiBike Adventure reserves the right to keep the full amount of the deposit. After obtaining the dealer's quote (when dealer is open), and if applicable, the remaining portion of the excess deposit will be refunded to the client.

- Excessive Wear & Tear.

Fair wear and tear is included in this RENTAL AGREEMENT. THE RENTERS will be responsible for ALL excessive wear and tear.

This pertains to, but is not limited to, the following:

- Excessive Tyre Wear – above average tyre usage for the kilometres ridden and in the event of severe tyre and tube damage like pinch flats from road hazards. THE RENTERS will be responsible for replacement tyres and tubes including fitment charges.

Driving on tarred roads above 140km/h is unlawful, dangerous and will also trigger excessive off road tyre wear.

We may charge the renter for an additional set of tyres if excessive wear and tear is proven (speed alert set at 140 km/h).

- Paint and Seat Damage - from knee pads, metal boot buckles, rubbing and scuffing, etc.

Scuffing - from tie downs and tank bags. THE RENTERS will be responsible for re-spraying charges or replacing the seat.

Please note that tank tops cannot be re-sprayed, they can only be replaced.

- Clutch – burnt clutch from abusive riding, THE RENTERS will be responsible for a full clutch replacement.

- Starter Clutch – burnt starter clutch from abusive riding, THE RENTERS will be responsible for a full starter replacement.

- Gears – bad gear choice and additional strain on the gearbox may result in broken and destroyed gearbox; THE RENTERS will be responsible for a full gearbox repair.

- Excessive scratches – other than a few crash bar scuffs, where the crash bars have sustained excessive scratching. THE RENTERS will be responsible for re-spraying charges.

- Chain Drive – where THE RENTERS have not lubed the chain daily and excessive wear and tear has occurred, chain and sprocket damage other than what is deemed normal wear for the kilometres ridden.

- Scratched crash bars, when small and possible to polish or paint (N\$ 3.000 Repair charge).

- Bent crash bars, bent brake levers and hand guards, bent pannier racks and scratched panniers > THE RENTERS will be responsible for a full replacement.

- Torn saddle-bags, tankbag, topbox or broken Pannier racks – The rider is responsible for total replacement of such items if torn, scuffed or burned or bent mounting racks. Top box or rack broken / damaged will be replaced by the cost of a new case or


- Scratched / scuffed Tank Top (due to use of tank bag) > The rider is responsible for total replacement of such items (in May 2017, cost was +/- 4.000 N\$). Please note > Due to our dust / gravel conditions there is NO way you can use a tank bag without damaging the tank top. As much as possible, we recommend that you do not use a tank bag.

- Renter shall be responsible for daily checks of oil level, tyre pressure, chain lubing, water level. Any unnatural and unexplained sound (knocking) from the engine should be investigated and reported to NamiBike Adventure cc to assess the seriousness before continuation of the trip. The Renter will be held responsible if any damage develops from any lack of care of checking and maintaining of NamiBike Adventure cc property as described above.



Traffic Fines: I give NamiBike Adventure cc permission to debit my credit card number _____

Expiry date : ___/___ - CVC ____ for any traffic offence fines incurred by myself whilst riding the rented motorcycle reg number N____ W between the stipulated rental dates.

I Acknowledge and understand the above clauses _____  Pls Sign

GPS Active Tracking System / Excessive Speed Buzzer.

All bikes are equipped with an active GPS Tracking system, reporting LIVE 24/7 and registering at all time the position and speed of the bike. In case of an accident when speeding, the insurance policy is void and all repair cost will be for the driver, with no limitations whatsoever. Speeding can be proved by the electronic device and I usable in court. We receive a daily report, proving when speed is exceeded, on any type of road, and at any point in time, with the details of the speed recorded at the time.

When the bikes rides over 140km/h we receive an immediate e-mail, in real time.

Some of our vehicles are also equipped with an active "buzzer". The alarm will start ringing when you ride far above the legal speed limit on Tarmac and on Gravel roads, to remind you are de facto riding without insurance, taking unnecessary risks. it will only stop after you slow down to reasonable speed. Tampering with the electronics of the bike will result in a immediate and non-reversible total loss of your deposit to the benefit of the company. In case of excessive repeated speeding, if the rider ignores our safety systems, and our warnings, we reserve the right to repossess the bike at any point in time during the rental. In such case, there will be no refund for the unused part of the rental and the deposit will also be kept by the company to compensate for excessive wear and tear.

- Punctures / Flat or Damaged Tires: In the event of a flat tire, the renter will be responsible for the repair and repair costs.

Tires are NOT covered by the insurance. Repaired tyres are not accepted upon return.

Due to the remoteness of some of our areas, we strongly recommend that the renter should be able to repair a puncture.

A repair kit is provided with each motor-bike or group of motorbikes.

A compressor is provided with each motorbike or group of motorbikes.

NamiBike Adventure can provide assistance and back-up in case of tires problems.

However, when the renter requests NamiBike Adventure assistance for a puncture > Assistance / Recovery costs are for the renter's account. In such circumstances where the Recovery / Assistance is charged to the client, it is charged at 13N\$ per km (prepaid according to estimation as per GPS location). Any bike will be delivered with tires with a minimum of 50% profile of a new tire.

In case of a puncture or a damaged tire during the rental, the renter can fix it. When returning the motorcycle, the renter will be charged for the damaged tire as the damaged tire has to be replaced by a new one. The renter will only be charged for the existing % of profile and not by definition for a whole new tire. In case the renter purchased a new tire when starting the tour, and the tire has been damaged, he will not be charged for a new tire, he will also not be refunded for the remaining mm of profile.

New Set of tyre option > On special request, we can deliver the bikes with a new set of tires (tarmac or off road), at an extra cost of 4.000 N\$.

For tire delivery, we cannot guaranty any time frame, it usually takes 24h00 to 48h00 to deliver a tire anywhere in Namibia.

Riding Gear : Helmets and other motor cycle gear ARE NOT available for rent at our premises.

Please bring your own equipment as you deem necessary. We strongly recommend that you wear full riding gear at all times. We purposely made the decision NOT to rent riding gear because we believe experienced rider will have (and prefer) their own equipment. Due to the nature of our roads, environment and extreme weather conditions, we only want experienced and well equipped riders on our motorcycles.

We do however have a couple of extra helmets in case you lose yours on the way to Namibia... We are here to help.

Condition of Vehicle: The Condition of Vehicle Checklist ("Checklist") attached is part of the rental agreement and should be signed by both parties. Renter acknowledges that Renter has examined the Vehicle and that it is in good condition except as otherwise specified in the Checklist.

Return of Vehicle: Renter shall return Vehicle with a full fuel tank, 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.**

Termination: This Agreement shall terminate on the date specified on page 1.

Owner reserves the right to terminate this Agreement earlier upon notice to Renter (for instance in case of excessive speeding).

Indemnification 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 wilful misconduct.

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 OF LIFE, DISABILITY, LOSS OF PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY 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 case of accident (with or without other road user involvement):

- Contact the police (whether there is injuries or not) > TEL (061) 10111 and or (081) 9682, and NamiBike as well.
 - Get the following copies of document from the other party:
 - Vehicle details, (Registration, make, year model, color)
 - Driver’s details (Names, postal and street address, telephone number – check - drivers licence copy, ID copy)
 - Police Report with case number > Police report is a must for any accident, including single vehicle accident)
- Failure to provide a police report cancels the insurance policy. Police report is done at the police station only.
- Pictures of the accident scene.
- Any missing items will unfortunately prevent any insurance cover, please follow the above rules.

Ownership: Owner shall at all times retain ownership and title to the Vehicle.

Renter shall immediately notify Owner in the event Vehicle is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action.

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.

Severability: In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

Entire Agreement : This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

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.

Counterparts: This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Jurisdiction and governing law: This rental agreement shall be governed by Namibian laws.
The parties expressly submit to the jurisdiction of the courts in Windhoek, and they expressly renounce their rights to any other jurisdiction in any matters or questions resulting from this rental agreement.

NamiBike Adventure CC is registered with NTB (Namibia Tourism Board) as a vehicle rental company.
NTB Reg : VEH01022

For The Renter (Driver 1):

Printed Name :

Signature :

For The Renter (Driver 2):

Printed Name :

Signature :

For NamiBike Adventure cc

Printed Name :

Signature :

Title :

Date :

