

Motorcycle rental and stay reservation agreement :

*Each client must read and sign this contract before the start of the tour
Between the undersigned **Desert Only Maroc** and the client:*

Last name and first names :

Address :
.....

Mail address :

Mobile phone number: Telephone number valid driving license:
..... Police number 'travel repatriation insurance:.....

Object :

For a motorcycle ride of Nbx days, type

Number of nights in a half board double room.....Nbx of motorcycle days with
lunch.....

Price :

Including deposit by transfer of, made on, the balance payable on
arrival at Marrakesh.

A nominal deposit by check payable in France, (uncashed) of
1500 Euros to be deposited before motorcycle departure. This deposit will be returned at the
end of the contract once there is no damage to the motorcycle.

Discharge of responsibility :

I, the undersigned, and my heirs, legal representatives or successors, hereby release,
DESERT ONLY MAROC, its owners, employees, suppliers and affiliates, from all claims,
debts, suits and liabilities which may arise directly or indirectly from the participation in each
aspects of the tours and rentals offered and we likewise release Desert Only Morocco from
any loss, injury, death and damage suffered by any person or property, whatever the cause
or causes. Desert Only Morocco declines all responsibility for any delay, loss, damage or
injury to any person or property occurring during the use by a participant of taxis, buses or
any other means of transport, or during their participation in the circuit or course. We require
travel insurance with medical repatriation (Mondial Assistance or similar) which covers all
loss, damage or theft of luggage and personal effects, personal injury, accidents, illness and
repatriation.

I, the undersigned, declare that I am completely aware of the risks inherent in motorcycle
rides, that I fully understand the reservation and cancellation conditions, and that I accept
the terms and conditions which concern my reservation as well as the general conditions of
sale that I read and understood;

Signature preceded by the words “read and approved” :

Date : _____

GENERAL RENTAL CONDITIONS

Customer Responsibility:

The customer will be held responsible for any damage caused by his negligence when using the motorcycle. Participants in a motorcycle tour are fully aware of the inherent risks and dangers and accept full responsibility for them. Clients are also solely responsible for any damage caused to a third party and they waive any claim against **Desert Only Maroc** and its employees for any personal damage suffered during the tour. Any complaint must be brought to the attention of the logistics manager and cannot be taken into consideration later. Desert Only Maroc declines all responsibility for any possible delay caused by breakdowns and necessary repairs concerning motorcycles or transport vehicles during the tour. Any dispute will be judged by a competent Moroccan court.

Personal conduct:

DESERT ONLY MAROC and its designated representatives reserve the right to disqualify any person as a member of a tour or stay in the event that the conduct or actions of said person compromise the smooth running of the tour, or infringe the rights or the well-being of other members of the group. In these circumstances, no refunds will normally be given. In the extraordinary case where a refund is granted, said refund from Desert Only Maroc will never exceed the cost of the unused services.

Personal sports travel insurance with medical repatriation:

It is obligatory for our customers to take out travel insurance with medical repatriation at their own expense (e.g: www.worldnomads.com). This insurance must cover the cancellation and/or interruption of the tour, personal accidents, related health costs (medical care, hospitalization), repatriation, loss of personal property, etc.

Desert Only Maroc reserves the right to refuse the client's access to the equipment if this client does not have proof of the above-mentioned insurance coverage before the start of the tour.

The customer is responsible for his or her good physical health when riding a dirt bike.

Medical advice

It is advisable to carry out a preventive medical examination by informing your doctor of your participation in an off-road motorcycle tour in Africa.

Guests with pre-existing medical conditions must bring them to the attention of Desert Only Maroc staff before the tour begins. In case they feel sick, they must tell us immediately, so that we can make the necessary arrangements for evacuation or medical consultation.

Desert Only Maroc cannot be held responsible for medical incidents suffered during their stay.

Rules regarding alcohol and drugs:

The participant is prohibited from arriving at the start of the circuit in a state of intoxication. The client will not consume illegal drugs or alcohol during the duration of a tour. The client will not consume unreasonable quantities of alcohol, and in any case no illegal drugs, during the duration of a tour.

Weather conditions:

Desert Only Maroc cannot be held responsible for unfavorable weather conditions and does not offer any refunds.

In addition, we reserve the right to modify the itinerary to improve the quality of the tour and/or for safety reasons.

Conditions to be met by motorcycle customers:

Riders must hold a motorcycle license (A for the Euro zone) without restriction from their country of residence.

The pilot assumes all responsibility regarding compliance with the regulations in force in Morocco. Drivers must modify the way they drive depending on the weather and track conditions. Helmets and rider protection are mandatory at all times when driving our motorcycles. The customer accepts by signing this contract and by the regulations for the ride, that off-road motorcycle rides can be dangerous and that he is aware of the risks inherent to off-road motorcycle riding.

The customer undertakes to use the vehicle only on the paths and tracks of the previously defined itinerary.

Mandatory pilot equipment:

- Protective helmet and mask.
- Enduro gloves and boots.
- Protective vest with back protector, stone guard, elbow pads and shoulders. - Pants with knee pads.
- Camelback type backpack, 3 liters.
- Enduro type jacket.

The client undertakes to respect the directives dictated during the daily briefings and for the entire duration of the circuit.

Rules regarding damage:

Desert Only Maroc provides a motorcycle to each client. In the event that a customer's motorcycle becomes unusable, due to an accident or negligent use, a second emergency motorcycle will not be provided to the customer.

The customer agrees to bear all costs incurred by damage caused to motorcycles or motorcycle equipment during an accident and/or negligent or careless use of the motorcycle. The value of damaged mechanical parts or equipment will be determined with reference to the item in question by the manufacturer's prices with an increase of 30% to cover shipping and customs clearance costs. A list of parts with prices will be provided to customers before each departure.

The price of the tour includes:

Included in the price, the motorcycle, logistical and mechanical assistance, lunches during the motorcycle tours as well as with our travel agent partner Harmattan, accommodation in a double room and half board throughout the stay as well as all transfers during the stay.

The tour price does not include:

Plane ticket, drinks, motorcycle fuel, complete rider equipment: helmet and protective mask, enduro gloves and boots, complete protective vest including: stone guard, elbow pad, shoulders, back, pants enduro, knee pads, backpack or camelbak (3L capacity), enduro type jacket with removable sleeves (if possible) protection against rain (used rarely but...) neck brace (recommended), alcohol, travel expenses room service", activities during rest days, except activities that form part of our itinerary, hotel accommodation before and after the tour, any personal items, passport and visa fees, fines and tips, laundry costs, telephone and fax calls, personal insurance (medical and repatriation), transport to **Desert Only Maroc** premises, excursions.

Exchange rate:

Working in Morocco our prices are calculated in Dirhams but for greater clarity for our customers we indicate an estimated price in Euro on an average exchange rate, it will therefore be necessary to make the exchange during the day of the reservation to have the exact price in Euro.

Rules regarding deposits:

30% of the reservation by transfer or credit card (3.3% increase). The balance on arrival at the hotel on the first day (in cash, Moroccan check or French check)

Terms of cancelation:

In the event of cancellation by the customer, the reservation deposits will be retained
In the event of cancellation by the rental company due to force majeure, the rental company will offer an alternative date.

Oral agreements:

Any oral agreement regarding changes to the terms and conditions between the client and Desert Only Morocco will not come into force until the client receives confirmation of the agreement in writing.

Photographic and film reports:

Desert Only Morocco reserves the right to film or take photographs of all its circuits and to use these films and photographs for promotional purposes, to promote sales, in brochures and for any other commercial purpose.

Transferability of rights:

The tenant may not assign this contract nor any of its rights or any of its obligations hereunder.

However, the lessor may assign his rights and obligations for the benefit of his successors or assigns.

Indivisibility:

In the event that any provision of this contract is found to be invalid or unenforceable, such state of invalidity or inability to perform shall have no effect on the other terms and conditions of this document, and the parties shall replace it with a valid provision. which would most accurately reflect the intent and monetary effect of the invalid or unenforceable provision. Provisions which, expressly or by reason of their nature, should survive termination of the contract, including payment obligations, rights of set-off and limitation of liability, will survive beyond the term of the contract.

Jurisdiction clause:

Any dispute or dispute of any nature whatsoever relating to these terms, and which has not been resolved amicably, will fall under the jurisdiction of the city of Marrakech and will be resolved in accordance with Moroccan law.

***Desert Only Maroc, SARL with capital of 100,000 Mad, head office: Douar Shib,
Tameslohte, Tahanaout el Haouz, CP42312
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