

We hope you have found your riding vacation in this brochure and that we are allowed to greet you as a guest on one of our tours. Please take a few minutes to review the following areas.

#### TOUR OPERATOR:

Bosenberg Motorcycle Excursions Leon A. Heindel Gesellschaft mit beschränkter Haftung (GmbH) (hereforth BME) is owned and operated by Leon A. Heindel, Mainzer Str. 54, 55545 Bad Kreuznach, Germany.  
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#### 1. RESERVATIONS, DEPOSITS and FINAL PAYMENT:

Tour reservations can be made by mail or fax. A booking reservation inquiry confirmed by BME should be followed within 7 days by a tour application and deposit of US \$1000 per person (or Euro 1000 depends upon tour pricing) by check, postal MO, credit card authorization or bank funds wire. Deposits are fully applied towards final payment. If sending a tour application with a check deposit for a tour not previously booked, and your requested tour is full and cannot be reserved, your deposit is promptly refunded. After reservation confirmation and invoicing by BME, a reservation is binding. Final payment is due no later than 8 weeks prior to tour departure. If final payment is not received at least 8 weeks prior to tour departure, BME reserves the right to consider a reservation cancelled. Personal checks and credit cards from MasterCard, VISA and JCB can be used for deposits and final payment. Foreign-drawn checks (non-US) incur a US \$50 processing fee. If a booking reservation is made within 8 weeks of tour departure, full payment is due.

#### 2. CREDIT CARD AUTHORIZATION and USE:

If using a credit card authorization for the tour deposit, it is optional to check off on the tour application to allow your final payment to be processed automatically with the same credit card organization 8 weeks prior to the tour start.

#### 3. TOUR FEATURES:

are listed at the appropriate tour overview and are land rates per person for driver with a standard class model and/or passenger with double/twin share occupancy.

#### 4. TOUR PRICE DOES NOT INCLUDE:

international airfare to/from Europe, items of a personal nature, passport and eventual visa fees, fuel, road tolls, speeding tickets or other fines, gratuities, laundry or dry cleaning, telephone calls, beverages and drinks, lunches, dinners on rest days, additional hotel room charges, medical and accident insurance, optional tours and sight-seeing; client requested model upgrade, or over 2 pieces of luggage per person.

#### 5. CANCELLATIONS and REFUNDS:

BME guarantees all tour departures for confirmed booking reservations. If you cancel your tour participation up to 8 weeks before the departure date (in writing), you are charged a forfeit fee of US \$275 per person. If your cancellation is between 56 and 43 days, the fee is 25%; between 42 and 29 days, the fee is 50%; between 28 and 14 days, the fee is 75%; and 13 days or less, the fee of 100% of the total tour price per person is assessed, so that nonrecoverable and contractual expenses can be paid. If you can not join us, and provide a substitute person, or if you change particulars on your tour confirmation, a revision fee of US \$50 is charged. No refunds are possible for no-shows or for unused portions of a tour. Refunds for missing occasional sight-seeing or meals, etc. are not granted. We strongly recommend trip cancellation insurance. If tours are not conducted for reasons outside the control of BME, its agents, or contractors for case force majeure, such as riots, floods, earthquakes, strikes, etc., this Agreement becomes invalid. If international currency exchange rates result in higher prices (para. 12), clients may withdraw from this Agreement within 10 days after notification.

#### 6. MOTORCYCLE RENTALS:

used on tours are insured for legal liability through the issuance of an International Motor Insurance Card providing third party liability insurance with a minimum coverage combined package limit of € 1,000,000 ceiling and for the motorcycle itself, a collision and comprehensive insurance with Loss Damage Waiver (LDW) deductible of € 1,500 (standard/comfort class), € 2,000 (sport/sport-tour); € 2,500 (top/super class). There are no other insurance coverages included/implied on rentals. Riders using their own models on tours are not provided any insurance coverages. Motorcycle model allocations are determined on the order of tour applications and deposits

## Terms and conditions

received. BME and our dealers reserve the right to upgrade a particular motorcycle at no additional charge to the client based upon operational considerations.

#### 7. MOTORCYCLE SAFETY and SECURITY DEPOSIT:

of € 1,500 for standard and comfort class; € 2,000 for sport and sport-tour class; and € 2,500 for top and super class models is deposited at a rental center. When the undamaged motorcycle is returned, the safety deposit is fully refunded. Deposits can be made with American Express, MasterCard, VISA and JCB credit cards; traveler's checks or cash.

#### 8. DRIVERS/OPERATORS:

must be at least 18 years of age, possess a valid motorcycle driver's license and have at least 1 year or 5,000 miles of riding experience operating a high performance motorcycle. Only drivers/operators signing the rental agreement at the rental center are allowed to operate motorcycles. Riders improve their riding skills during a tour, but you should not expect to learn how to ride a motorcycle while on a tour. Passengers should be at least 15 years of age. Personal riding gear should be brought along or can be purchased upon arrival. Helmet use is required by law in all European countries.

#### 9. DRIVERS and PASSENGERS:

are aware traffic, road, weather, and other conditions, as well as other motorcyclists and tour riders, can enhance the inherent risk of enjoying this sport. Drivers and passengers understand and fully accept those risks and are solely responsible for keeping their motorcycle under control, selecting proper speeds and adhering to the applicable country laws. Drivers are solely responsible for their choice of riding style and speed selection even when following a tour guide. Drivers and passengers are required to sign and provide the tour application form to BME and to sign and accept a waiver/release of rights form upon arrival prior to the tour start. Drivers and passengers, their heirs, successors and assigns agree to release, indemnify, and hold BME, its agents, contractors and employees harmless from any and all liability or claims directly or indirectly related to participation on a tour and motorcycle rental.

#### 10. ADDITIONAL INSURANCE:

coverages are recommended for any extended travel and are your responsibility to obtain. These insurable areas include, but are not limited to: trip cancellation/interruption, personal accident, health, medical, hospitalization, disability, life, personal property, baggage, etc. Contact your insurance and/or travel agent to review your particular insurance needs while overseas.

#### 11. RESPONSIBILITIES and LIABILITY:

BME is responsible, within the framework of the duty and care of a merchant in good standing, for arranging and providing the services listed in tour itineraries and descriptions. BME reviews its hotels and contractors on a continuing basis. BME is responsible for conscientious travel preparations. BME reserves the right to change any part of a tour to improve its content or to adapt to other conditions and situations as they arise. BME is not responsible or liable for any expenses incurred as the result of flight delays or missed connections. BME is not responsible or liable for any delays or any changes in the schedule to accommodate unplanned events. BME is not responsible for any damages to motorcycles under a drivers control and use. BME is not responsible or liable for any accidents and/or bodily injury or death resulting from the use of a motorcycle and drivers and passengers will indemnify all such claims against BME and its employees. BME is not responsible or liable for any act of God, strikes, theft, bad or unsuitable weather, or other conditions beyond our control. BME is not responsible or liable for any personal property lost or damaged while using a rental motorcycle. BME's liability is limited to 3 times the tour price as tour organizer, when found to be caused by negligence, but not intentional nor gross negligence, on BME's part.

#### 12. TOUR PRICES:

are calculated on the basis of currency exchange rates and tariffs in effect at the time of printing. Severe international currency exchange fluctuations are adjusted at the final payment. In the event that a surcharge is necessary and greater than 8%, you have the right to cancel this agreement within 10 days of notification at no cost to you. If you have paid in full for a tour, you are protected from any price increases and are not required to pay a surcharge because of subsequent currency

exchange fluctuations. Prices are valid for the 2017 season only and subject to change.

#### 13. PASSPORTS, VISAS and INTERNATIONAL DRIVER'S LICENSE:

You are responsible for obtaining the required valid documents and any possible visas for the countries specified on your tour itinerary. For USA citizens only, an international driver's license application form (IDL) is enclosed with your tour confirmation packet for use and submission to the AAA. Citizens of other countries should contact their local government authorities and/or national automobile association for further information on availability.

#### 14. SINGLE ROOM:

A single room supplement is required if you wish a single room for your exclusive and sole use. Single rooms are limited in number and are reserved on a first-come, first-served basis. Solo rider reservations are accepted tentatively by BME for a share double room of the same sex per the rider/driver tour price. BME attempts to pair up solo riders with another solo rider on a first-come, first-served basis, and invoices you as such, but a share double for solo riders is not guaranteed. If you wish a share double, and another solo roommate is not available for your tour, you are notified about 3 weeks prior to tour start with the issuance of an updated invoice and are required to pay the single room supplement for a single room for your sole use.

#### 15. PROMOTIONAL AREAS:

Riders understand BME makes photographs, slides and video images of participants depicting their interaction with other tour members and motorcycles on a tour. These images are used for future brochures, advertising layouts, slide shows, Internet home page use, marketing, possible magazine articles and other promotional uses. These images obtained by BME efforts and equipment are the property of BME and any copyright use resides with BME.

#### 16. SPECIAL ARRANGEMENTS:

Persons leaving or failing to complete a tour for any reason must make their own arrangements for transportation, lodging, motorcycle return to rental center etc., at their own expense unless prior arrangements with BME have been made. Any cancellation refunds will consist of whatever monies recovered from hotels and other contractors.

#### 17. PERSONAL DATA:

provided by persons is entered in BME internal computer data processing systems. Data is used solely by BME and is not distributed nor sold to third parties.

#### 18. AGENTS and REPRESENTATIVES:

Travel agents representing BME are not a party to this contract and are not liable for the failure to provide any land portion services as described in the current BME brochure.

#### 19. CORRECTIONS:

BME reserves the right to correct printing errors or omissions at any time. Unaffected portions continue to remain valid and not affect this Agreement as a whole. Invalidity of individual items in this Agreement does not lead to the invalidity of this entire Agreement.

#### 20. VERBAL ARRANGEMENTS:

changing these terms and conditions between you and BME are only valid when confirmed in writing by BME. These terms and conditions, in conjunction with the brochure tour overviews, descriptions and features, constitute the entire Agreement between you and BME. There are no other conditions, representations, guarantees, etc. than those set herein.

#### 21. REGISTRATION LOCATION:

Commercial-Registration-Entry (Handels-Register-Buch) no. 12624 and court jurisdiction in Bad Kreuznach, Germany.

US \$ = United States Dollar

€ = Euro

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