

# RIDER EDUCATION

## Motorcycle Loan Agreement Form



Dealership	Sponsor	MSF RERP #
Address	Address	
City	State	ZIP
E-mail	E-mail	
Phone	Phone	
Fax	Fax	

### DEALER AGREES

- to provide, at no cost to the Sponsor for the Sponsor's exclusive use, properly equipped (to meet the State Motor Vehicle Code) motorcycles;
- to provide scheduled maintenance under normal conditions of wear on the motorcycle(s) during the loan period at no cost to the Sponsor;
- that payment for damage or maintenance beyond that which can normally be expected for the period of the loan must be agreed to with the Sponsor;
- to NOT demand payment to correct reasonable wear and tear, such as minor scuffs and scratches; and
- to indemnify, defend, and hold harmless Sponsor, the MSF, and the MSF's representatives, officers, employees and agents from any and all loss, claims, suits, actions, damages, costs and expenses of every name, kind, and description brought for or on account of injuries to or death of any person, or damage to any property, or any other loss or damage, if such loss, claims, suits, actions, damages, costs or expenses result from or arise out of an allegation that the motorcycle(s) were defective or otherwise dangerous as a result of their design, manufacture or warnings.

### VEHICLE IDENTIFICATION

Unit	Make	Model	VIN (if available)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Total number of motorcycles loaned \_\_\_\_\_

Loan Period: From \_\_\_\_\_ To \_\_\_\_\_

### SPONSOR AGREES

- That the motorcycle(s) will be used exclusively for a motorcycle rider education program that meets all of the following criteria:
- instruction based on the RiderCourse and standards made available by the Motorcycle Safety Foundation;
  - courses are conducted by MSF-certified RiderCoaches, in good standing;
  - students operate the motorcycle only in the presence of and under the direct supervision of an MSF-certified RiderCoach;
  - motorcycle safety helmets are used by all persons while the motorcycle is in motion or may be set in motion;
  - necessary routine "owner" inspection/adjustment is completed on a regular basis as recommended in the owner's manual;
  - payment for damage or maintenance beyond that which can normally be expected for the period of the loan is agreed to with the Dealer;
  - to provide insurance coverage for the protection of the Dealer, the Sponsor, the RiderCoach(es), the students, and the MSF; such insurance should include, but need not be limited to, \$1 million bodily injury, property damage, and excess medical payment for operators and passengers;
  - to provide comprehensive insurance for protection against fire, theft, vandalism, and physical damage to the loan motorcycle;
  - to provide garaging to protect the vehicle from theft and environmental damage and degradation;
  - to return clean motorcycle(s) promptly at the end of the loan period; and
  - to indemnify, defend, and hold harmless Dealer, the MSF, and the MSF's member companies, representatives, officers, employees and agents from any and all loss, claims, suits, actions, damages, costs and expenses of every name, kind, and description brought for or on account of injuries to or death of any person, or damage to any property, or any other loss or damage, if such loss, claims, suits, actions, damages, costs or expenses result from or arise out of an allegation that the motorcycle(s) were negligently or improperly maintained.

**THIS AGREEMENT SHALL TAKE EFFECT WHEN SIGNED BY AUTHORIZED REPRESENTATIVES OF THE DEALER AND THE SPONSOR.**

Dealer \_\_\_\_\_ Date \_\_\_\_\_

Name and title (Please print) \_\_\_\_\_

Sponsor \_\_\_\_\_ Date \_\_\_\_\_

Name and title (Please print) \_\_\_\_\_

MOTORCYCLE SAFETY FOUNDATION • 2 Jenner • Suite 150 • Irvine CA 92618-3806

For RiderCourse<sup>SM</sup> information: 800.446.9227 • www.msf-usa.org

For DirtBike School<sup>SM</sup> information: 877.288.7093 • www.dirtbikeschool.com