



★★★★★

INDIAN[®] MOTORCYCLE

RENTAL PHOENIX ARIZONA / USA

BY DREAM SPIRITS RENTALS AND MORE



AGB - General Terms and Conditions

1. For all booking channels applies:

a.

Basis of the offer of DREAM SPIRITS - RENTALS AND MORE, LLC and the booking of the customer are the rental prices and the supplementary information of DREAM SPIRITS - RENTALS AND MORE, LLC for the respective motorcycle offer, as far as these are available to the customer at the time of booking.

b.

Booking agents, are not authorized by DREAM SPIRITS - RENTALS AND MORE, LLC to make any agreements, give any information or make any assurances that change the agreed content of the contract, go beyond the price tender or the services contractually promised by DREAM SPIRITS - RENTALS AND MORE, LLC or contradict them.

c.

Information in tour operator catalogs and similar directories that are not published by DREAM SPIRITS - RENTALS AND MORE, LLC are not binding for DREAM SPIRITS - RENTALS AND MORE, LLC and the service obligation of DREAM SPIRITS - RENTALS AND MORE, LLC, unless they have been made the content of the service obligation of DREAM SPIRITS - RENTALS AND MORE, LLC by express agreement with the customer.

d.

If the content of the reservation confirmation by DREAM SPIRITS - RENTALS AND MORE, LLC differs from the content of the booking, a new offer by DREAM SPIRITS - RENTALS AND MORE, LLC exists, to which DREAM SPIRITS - RENTALS AND MORE, LLC is bound for a period of 2 days. The contract shall be concluded on the basis of this new offer, provided that DREAM SPIRITS - RENTALS AND MORE, LLC has pointed out the change with regard to the new offer and has fulfilled its pre-contractual information obligations and the customer declares acceptance to DREAM SPIRITS - RENTALS AND MORE, LLC by express declaration or down payment within the binding period.

e.

The pre-contractual information given by DREAM SPIRITS - RENTALS AND MORE, LLC about essential characteristics of the rental services, the travel price and all additional costs, the payment modalities, and the cancellation fees shall not become part of the rental contract only if this is expressly agreed between the parties.

f.

The customer is liable for all contractual obligations of fellow travelers for whom he makes the booking, as for his own, insofar as he has assumed a corresponding obligation by express and separate declaration.

2. In the case of bookings in electronic commerce (e.g. Internet, app, telemedia), the following shall apply to the conclusion of the contract

a.

The customer will be explained the procedure of electronic booking in the corresponding application of DREAM SPIRITS - RENTALS AND MORE, LLC.

b.

The customer has a corresponding correction option available for correcting his entries, deleting or resetting the entire booking form, the use of which is explained

c.

The contractual languages offered for the execution of the online booking are indicated. Legally authoritative is exclusively the German language (for bookings from Europe).

d.

Insofar as the text of the contract is stored by DREAM SPIRITS - RENTALS AND MORE, LLC in the online booking system, the customer shall be informed of this and of the possibility of retrieving the text of the contract at a later date.

e.

By pressing the button (the button) "book with obligation to pay" the customer offers DREAM SPIRITS - RENTALS AND MORE,LLC the conclusion of the contract bindingly. The customer is bound to this contract offer for 2 working days after sending the electronic declaration.

f.

The customer will receive an immediate electronic confirmation of the receipt of the booking.

g.

The transmission of the booking by pressing the button "book with obligation to pay" does not constitute a claim of the customer to the conclusion of a contract according to his booking information. DREAM SPIRITS - RENTALS AND MORE,LLC is rather free in the decision to accept the contract offer of the customer or not.

h.

The contract shall be concluded upon receipt of the booking confirmation by DREAM SPIRITS - RENTALS AND MORE,LLC by the customer.

i.

If the confirmation takes place immediately after the customer has made the booking by pressing the button "book with obligation to pay" by corresponding immediate display of the travel confirmation on the screen (booking in real time), the contract comes into effect upon receipt and display of this booking confirmation by the customer on the screen, without any intermediate notification of receipt of his booking.

3.Payment:

3.1

DREAM SPIRITS - RENTALS AND MORE,LLC may require payments on the booking in the amount of a deposit equal to 20% of the rental price for payment. The balance is due 30 days prior to the start of the rental period.

3.2

For bookings made less than 30 days prior to the commencement of the rental period, the entire rental fee shall be payable immediately.

3.3

If the customer does not pay the deposit and/or the balance according to the agreed payment terms, although DREAM SPIRITS - RENTALS AND MORE,LLC is obliged to duly provide the contractual L

3.3

If the customer does not make the down payment and/or the final payment according to the agreed payment due dates, although DREAM SPIRITS - RENTALS AND MORE,LLC is ready and able to duly provide the contractual services, has fulfilled its legal information obligations and no legal or contractual right of retention of the customer exists, then DREAM SPIRITS - RENTALS AND MORE,LLC is entitled to withdraw from the rental contract after a reminder with a deadline and to charge the customer with withdrawal costs according to section Withdrawal by the customer before the start of the rental period/ cancellation costs.

4.Price increase; price reduction

4.1

DREAM SPIRITS - RENTALS AND MORE, LLC reserves the right, in accordance with the following provisions, to increase the rental price agreed upon in the contract, insofar as

a.

An increase in the price tax increases (TAX), or special levies of the state are required.

5.Cancellation by the customer before the start of the rental / cancellation costs

5.1

The customer may withdraw from the rental contract at any time before the start of the rental period. The withdrawal must be declared to DREAM SPIRITS - RENTALS AND MORE,LLC at the address given above/below; if the booking was made through a travel agent, the withdrawal can also be declared to the agent. The customer is recommended to declare the withdrawal in text form.

5.2

If the customer withdraws before the beginning of the rental period or does not accept the rental, DREAM SPIRITS - RENTALS AND MORE,LLC loses the claim to the rental price. Instead, DREAM SPIRITS - RENTALS AND MORE,LLC may demand reasonable compensation, provided that it is not responsible for the withdrawal. Circumstances are unavoidable and extraordinary if they are beyond the control of DREAM SPIRITS - RENTALS AND MORE,LLC and their consequences could not have been avoided even if all reasonable precautions had been taken.

5.3

DREAM SPIRITS - RENTALS AND MORE,LLC has determined the following lump-sum compensation rates taking into account the period of time between the notice of cancellation and the commencement of the rental, as well as the expected saving of expenses and the expected acquisition through other uses of the vehicle. The compensation shall be calculated according to the date of receipt of the notice of withdrawal as follows with the respective cancellation scale:

5.4

For motorcycle rental cancellation / withdrawal costs

from the 91st day before the start of the rental 30 %.

from the 90th day to the 61st day before the start of the rental period 50%.

from the 60th day to the 31st day before the start of the rental period 80%.

from the 30th day before the start of the rental period 100 % or in case of non-arrival of the rental price of the motorcycle.

5.5

In any case, the customer is free to prove to DREAM SPIRITS - RENTALS AND MORE,LLC that DREAM SPIRITS - RENTALS AND MORE,LLC has not suffered any damage at all or that the damage is significantly lower than the compensation lump sum demanded by DREAM SPIRITS - RENTALS AND MORE,LLC.

5.6

DREAM SPIRITS - RENTALS AND MORE,LLC reserves the right to claim a higher, concrete compensation instead of the above lump sums, insofar as DREAM SPIRITS - RENTALS AND MORE,LLC proves that DREAM SPIRITS - RENTALS AND MORE,LLC has incurred significantly higher expenses than the applicable lump sum. In this case, DREAM SPIRITS - RENTALS AND MORE,LLC is obligated to specifically quantify and substantiate the claimed compensation, taking into account the saved expenses and any other use of the travel services.

5.7

If DREAM SPIRITS - RENTALS AND MORE,LLC is obligated to refund the rental price as a result of a cancellation, DREAM SPIRITS - RENTALS AND MORE,LLC must do so immediately, but in any case within 14 days of receipt of the cancellation notice.

5.8

The conclusion of a travel cancellation insurance as well as an insurance to cover the repatriation costs in case of accident or illness is strongly recommended.

6. Exclusion and general rental 6.1

Rental conditions

The Rental Agreement is entered into at the time and place of vehicle rental between you and us DREAM SPIRITS - RENTALS AND MORE,LLC, which operates the Branch Office (referred to as "the Rental Company"). Please read the Rental Agreement in its entirety before signing it.

You may view the Rental Agreement at the rental location at the time of pickup.

Unless you purchase an insurance product or one is included in your reservation, you are responsible to the rental company for all theft losses and damages to the vehicle for the entire rental period, according to the Rental Agreement. This applies even if you are not at fault for the accident. In addition, you are liable for lost revenue if the vehicle cannot be rented due to damage or theft, or if processing fees are incurred for insurance claims, loss of value, or towing, storage, or repossession costs for the vehicle. Unless your rental agreement obtains or you purchase liability insurance as set forth below, you will also bear liability for injuries and damages to third parties. Please note that any liability for damage or loss applies until the vehicle is returned to DREAM SPIRITS - RENTALS AND MORE,LLC. Unless the

rental agreement states otherwise, if you return the vehicle after the rental company's business hours, you remain responsible under the rental agreement for any damage or loss until the rental company reopens and has performed the inspection customary after a rental.

6.2

The Rental Agreement and Rental Requirements

We ask that you have the following available at the DREAM SPIRITS - RENTALS AND MORE,LLC rental counter:

- a valid driver's license from a European country
- a valid passport
- the booking confirmation, or the rental motorcycle voucher (voucher)
- a valid credit card in the name of the main renter for the deposit or for the payment of other services booked on the spot.

6.3

Rental requirements/ Prices

By completing a booking you confirm and accept that your booking may be declined if you are renting with a driver's license, from the USA/Canada.

For better understanding we offer German rental contracts. Please ask for this at the time of your rental on site. Your rental contract will be issued based on the pre-booked insurance package. If you decide to add any other benefits on site, they will be added to the rental contract. This can change from state to state, please check with the rental stations.

7.Choice of Law and Jurisdiction

The entire legal and contractual relationship between the customer and Dream Spirits Rentals and More, LLC shall be governed exclusively by American law.

The place of jurisdiction is USA.

Seat of Dream Spirits Rentals and More LLC is the state of Nevada/ Arizona.

Jurisdiction: PHOENIX / ARIZONA / USA In the event of a dispute under the Privacy Policy, the hearing will be heard and conducted in a court located in the governmental district of ARIZONA City PHOENIX.

This includes making all information available for inspection in the court located in the State of ARIZONA seat of Phoenix.

Arizona Sep. 2020