

# Coyote Trail Adventures L.L.C. Terms & Conditions



## **Reservation**

All reservations require a valid credit card in order to be processed. Upon confirmation of service you will be charged the agreed and acknowledged prepayment. The amount of prepayment is \$300 per person or the amount that Coyote Trail Adventures L.L.C. (CTA) has approved.

## **Booking on Behalf of Others**

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your booking, notifying Coyote Trail Adventures L.L.C. if any changes or cancellations are required and keeping your party informed. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and that Coyote Trail Adventures L.L.C. under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

## **Minors**

Anyone under the age of 18 on the date of first tour day is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany multiple minors. All bookings with a minor are subject to review and approval by Coyote Trail Adventures L.L.C. Each adult on a booking with a minor or minor is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. Coyote Trail Adventures L.L.C. does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

## **Payment**

We accept Visa, MasterCard and AMEX credit cards. The balance for tours and dirt bike rides may be paid by Credit Card. The balance is due at latest 28 days prior to the start of the tour. If the total balance is not received in time, Coyote Trail Adventures L.L.C. reserves the right to treat this reservation as cancelled and cancellation fees may apply.

## **Rates**

Fares and quotes published are those in effect at time of posting or printing. If cost factors, including but not limited to international currency fluctuations, motorcycle availability, minimum number of participants, insurance, hotels, meals, etc. dictate the need for fare increases Coyote Trail Adventures L.L.C. may do so at any time prior to the balance due date before departure.

## **Price of service includes**

Items included in the rental or tour price are listed with the descriptions.

## **Price of service does not include**

All items not mentioned as included and all items of personal nature are not included.

## **Printing- and calculations mistakes**

Coyote Trail Adventures L.L.C. reserves the right to correct printing errors or calculations mistakes at any time.

## **Guarantee of availability**

Upon the payment of your deposit, you will receive an invoice via email. This is the confirmation and guarantee of availability of the booked service. Rental motorcycles are provided by Coyote Trail Adventures L.L.C. or as mediation from other businesses to individuals for personal use and / or as part of a tour package. Coyote Trail Adventures L.L.C. strives to ensure that you ride the motorcycle you are confirmed on. Unfortunately, at times, certain unexpected and uncontrollable situations arise; this includes, but is not limited to, mechanical failure, collision damage and theft. Should Coyote Trail Adventures L.L.C. not be able to replace a confirmed motorcycle with the confirmed type or similar, a pro-rated refund for the difference in service will be refunded to participants. This constitutes the maximum liability of Coyote Trail Adventures L.L.C.

## **Change of reservation**

Verbal changes of contract are invalid unless confirmed in writing. Changes must be requested by email; changes by phone will not be accepted. Client-requested changes after invoicing may be subject to a \$25 fee. Any date changes may be subject to a cancellation fee.

## **Payment Due, Cancellations and refunds (reference is the first day of ride/rental)**

- Reservation deposit required at time of booking to secure – \$300 per person
- If cancel 42 days before ride start date = full refund
- At 35 days, Coyote Trail Adventures L.L.C. will confirm any changes to the ride
- 28 days = remaining (full) payment due for all reservations
- 29 to 41 days = reservation deposit is surrendered
- 22 to 28 days, = 40% of total booking amount surrendered
- 15 to 21 days = 70% of total booking amount surrendered
- 14 days or less = 100% of total booking amount surrendered
- NO SHOWS = 100% of total booking amount surrendered

## **Service Cancellation**

Situations may arise in which, in our opinion, make it necessary for Coyote Trail Adventures L.L.C. to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, Coyote Trail Adventures L.L.C. does not assume responsibility or liability for any resulting losses, expenses or inconvenience. In the event that Coyote Trail Adventures L.L.C. has to cancel a rental or tour, you will be notified immediately via email and / or by telephone. Coyote Trail Adventures L.L.C. will either substitute the service or refund your payment, which will constitute the full settlement. You will have the choice of accepting:

(a) a substitute Rental or Tour event date of equivalent or superior value;

(b) a substitute Rental or Tour event date of lesser value and recover the difference in price between the price of the Tour originally purchased and the substitute offer;

(c) a full refund of all monies paid for the cancelled service.

No refunds due to Force Majeure. Coyote Trail Adventures L.L.C. is not required to make refunds for cancellations announced the same day of service resulting from the lack of customer responsibilities, including but not limited to customer arriving late at event start, customer does not sign the waiver, customer is not providing a deposit, customer is not providing proper drivers license or ID, canceling due to extreme weather, etc. No refunds will be provided for ending an event early once rental or tour commences regardless of the reason for participant being unable to complete his or her tour. Coyote Trail Adventures L.L.C. is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including, accommodations, airfare, car rental, shuttle service or other fees, loss of earnings, or loss of enjoyment.

### **Minimum tour participants**

Up to 35 days prior to tour start Coyote Trail Adventures L.L.C. can change the service included, alter the route, increase the rate, or cancel the tour if less than specified minimum number of riders have booked and fully paid at that time.

### **Alterations to tour schedule**

Some tours operate on seasonal basis. When seasonal variance, weather conditions and/or other circumstances cause changes in the tour routing, the itinerary will be adjusted accordingly and alternate accommodations, restaurants and roads may be used.

### **Weather conditions**

Coyote Trail Adventures L.L.C. strives to schedule its tours at a time of the year when the weather in the touring area is usually pleasant for motorcycling. Many tours pass through areas where weather conditions can change very fast and significantly. Coyote Trail Adventures L.L.C. cannot be made liable for unpleasant and unsuitable weather conditions and no refunds are made for such conditions.

### **Refund**

Refunds (when necessary) are issued in the form of gift certificates, checks, or may be reversed on your credit card. Prepayment may be put towards future service. Any unused prepaid services such as prepaid mileage, accommodations, shuttle service, and / or accessories cannot be refunded. The rental or tour period is not interrupted due to the inability of a renter to ride or for any other reason. No refunds will be issued for tardiness or changes made the day of service.

### **Passport-, Visa-, Driving- and Health**

The client is responsible for complying with above regulations and all consequences resulting from non-compliance.

### **Driver License**

The minimum age to rent a street legal motorcycle is 18 and the driver must have a valid driver's license for one year. This age restriction does not apply to all guided tours and might be posted differently with the product description. The renter of a street legal motorcycle and participant of a dual sport tour must have a valid original motorcycle endorsed driver's license which needs to be presented at time of the motorcycle pickup. Learner permits are not sufficient. All riders with a non-US driver's license must provide a valid Passport or a valid government-issued ID card as a secondary form of ID at the time of pickup. Driver's license that is not printed in English must be complemented by an international driver's license. Coyote Trail Adventures reserves the right to decline a rental or

substitute the booked motorcycle where the renter's driver's license restricts the operation of the requested size of motorcycle.

### **Traffic laws and travel regulations**

If the client does not comply with traffic laws or the requirements for group travel, the contract may be cancelled by Coyote Trail Adventures L.L.C. and the rental motorcycle secured.

### **Insurance**

Coyote Trail Adventures L.L.C. strongly recommends that you take out adequate travel insurance including Medical, Evacuation and Repatriation coverage and that you extend your coverage to include Cancellation, Curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any service offered by Coyote Trail Adventures L.L.C. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage. You are aware that you will be required to obtain separate rental motorcycle insurance before the start of your tour/rental at an additional cost for the use of a street legal motorcycle to participate on some tours.

### **Security Deposit**

A security deposit will be held on the renter's credit card or has to be placed in cash with the CTA or complete credit card information for any extra charges along with the renter's signature will be obtained at the time of hand-over of the motorcycle at the beginning of the rental or tour period. The amount of this security deposit is either equal to the amount of the deductible of the vehicle insurance from your insurance coverage or the replacement cost (\$3500) for the motorcycle you will be renting or riding during the tour. This security deposit will be refunded upon return of the undamaged motorcycle. During the rental or tour Coyote Trail Adventures L.L.C. and its contractors are not obligated to replace or repair a motorcycle damaged by the renter or broken due to the renter's usage. Coyote Trail Adventures L.L.C. provides motorcycle maintenance during tours and always makes its best effort to ensure a mechanically good motorcycle for all participants.

### **Release and Waiver**

By pickup of any rental motorcycle the renter has to sign a contract and release waiver. Every participant of a motorcycle tour is required to accept and sign a release and waiver form before the event start. Parents or guardians sign for minors under the age of 18. Coyote Trail Adventures L.L.C. and its contractors cannot accept any participant without a duly signed release and waiver form.

### **Room allocation**

Multi-day guided tours typically include accommodations, sharing double occupancy with one other tour member. A limited number of single rooms are available during most tours at extra cost on a first- come, first served basis, but availability cannot be guaranteed. Coyote Trail Adventures L.L.C. will attempt to find a roommate for riders not specifying single room. Single tour members will be paired up with others unless they indicate on the reservation that they want a single room, pay the single room supplement and Coyote Trail Adventures L.L.C. confirms availability of single room.

### **Baggage**

Coyote Trail Adventures L.L.C. assumes no responsibility for lost, damage, or delay in delivering baggage to tour participants. Baggage turned over to Coyote Trail Adventures L.L.C. and its contractors for storage or transportation is done so at participants own risk. Baggage insurance is recommended.

## **Responsibility**

Coyote Trail Adventures L.L.C. is responsible for providing the services listed in the tour description according to the local standard and the accurate description of service offered on its website. Coyote Trail Adventures L.L.C. is selecting carefully and is constantly checking its contractors, such as hotels, etc. Coyote Trail Adventures L.L.C. is responsible for conscientious travel preparations. Coyote Trail Adventures L.L.C. is not responsible or liable for any accidents. Coyote Trail Adventures L.L.C. reserves the right without prior notice to withdraw any part or all of a tour. As such changes may be necessary, the extra cost, if applicable, resulting there from, shall be paid by the customer. Coyote Trail Adventures L.L.C. is not responsible or liable for a delay occurring from its contractor(s) failure to be on time. The liability of Coyote Trail Adventures L.L.C. as tour- operator is limited to a total of two times the tour price irrespective of the title/claim. Coyote Trail Adventures L.L.C. is not responsible for any delays, changes, in schedule or other conditions.

## **Ineffectiveness of certain clauses in the contract**

If certain clauses in the contract become legally invalid, this does not mean that the whole of the contract is rendered invalid.

## **Images and Marketing**

Unless you expressly refuse in writing, you agree that, while participating in any Rental or Tour images, photos or videos may be taken by other participants, Coyote Trail Adventures L.L.C. or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Coyote Trail Adventures L.L.C. to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## **Email correspondence and communication**

By completing a booking, you agree to receive emails which we may send you shortly prior to your arrival date to provide you with certain information and offers relevant to your reservation. We may send additional emails to you after your rental or tour to invite you to complete our guest review form and keep you posted about future offers. We respect your privacy and will not send you our regular campaigns or newsletter unless you opted into those mailing lists. Coyote Trail Adventures L.L.C. will never sell or rent your email address to anyone. In order to duly complete and secure your reservation, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number.

## **Safety Concerns**

I, the person booking this service, know that I will be required to sign a release waiver and provide a security deposit or complete credit card information before I can pick up any rental motorcycle and / or start any guided tour. I'm aware that motorcycling is a great sport, but it can also be dangerous. I'm aware that traffic conditions, roads, weather and other conditions as well as the actions of other riders can influence the risks involved. I accept these risks. Furthermore it is agreed and understood that the owners, operators and agents of this service, including Coyote Trail Adventures L.L.C. are not the guardians of my safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or my participation in connection with the motorcycle rental and/or participation on a guided motorcycle tour which might result in injury, death or other damage to me, my property, or my family, heirs, or assigns.