**Motorcycle Test Drive Agreement**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Selling Party / Seller** | |  | **Test Driver** | |
| ***Name:*** |  |  | ***Name:*** |  |
| ***Address:*** |  | ***Address:*** |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| ***Tel:*** |  | ***Tel:*** |  |
| ***Email:*** |  | ***Email:*** |  |

# **1. Vehicle**

|  |  |
| --- | --- |
| ***Vehicle:*** |  |
| ***Year:*** |  |
| ***VIN:*** |  |
| ***Title Number:*** |  |
| ***Color:*** |  |

# **2. Test Drive Conditions & Clauses**

**2.1** The Test Driver voluntarily requests a Test Drive and agrees to take the Test Drive under their own exclusive responsibility.

**2.2** The Test Driver certifies that they have a current Driver’s License as well as a motorcycle endorsement and/or knows how to ride safely, are over 18 years old, does not have a suspended license and is legally able to drive a motorcycle, both mentally and physically. The Test Driver also agrees to present their Driver’s License to the Seller and allow them to take a picture of the front side.

**2.3** The Test Drive will be for a maximum of 20 minutes on paved, public roads, for the purpose of determining the condition of the Vehicle and whether or not the Test Driver wishes to proceed with the purchase. The Test Driver agrees to observe and follow all pertaining traffic laws and safety rules under their own exclusive responsibility. The Test Driver is emphatically encouraged to wear safety gear, and must bring any such gear they intend to use (Helmet, Jacket, Gloves…).

**2.4** The Test Driver has been given the time and opportunity to inspect and determine the roadworthiness and safety of the vehicle and familiarize themselves with its controls, as well as make any questions regarding the Vehicle, its condition, controls, handling characteristics or any other relevant matter, and has deemed the Vehicle safe to test.

**2.5** The Test Driver is aware of the inherent risks using any vehicle on any public roadway entails (including those caused by weather, road conditions or other drivers). As such, the Test Driver, for himself/herself, his/her heirs, relatives, assignors, executors and/or administrators, fully releases and discharges the Seller and/or Vehicle Owner from any and all responsibilities, claims, demands and causes of action by reason of any injury or death of whatever nature which has or have occurred, or may occur to the Test Driver or anyone else, during, as a result of, or in connection with the Test Drive or sale of the Seller’s vehicle and agrees to hold the Seller free and harmless of any claim or suit arising there from.

**2.6** The Test Driver also takes full responsibility to indemnify the Vehicle Owner and/or Seller against all present and future liabilities for claims, demands, actions, suits, losses, costs, charges, expenses, damages, death, personal injury (whether fatal or otherwise) caused during or as a consequence of the Test Drive, regardless of the circumstances or cause. The Test Driver will not claim from the Vehicle Owner’s motor insurance, if applicable.

**2.7** The Buyer does not release any party from any intentional misconduct, recklessness, gross negligence or product liability claims.

**2.8** The Buyer acknowledges that the Purchase Price of the vehicle is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and has tentatively placed that sum in the hands of the Seller (in a sealed envelope signed by both parties) in the form of either Cash or a Bank/Cashier’s Check.

**2.9** In the event that the Vehicle suffers damage during the Test Drive, the Test Driver agrees with the following signature to become the Buyer and execute the sale of the Vehicle “As-Is” at the Purchase Price in section 2.8, and agrees to exchange that sum for the legal ownership of the Vehicle.

**2.10** The Test Driver is aware that as long as the Vehicle is returned to Seller in the same condition (save for the added mileage), then the Seller shall return the entire sum previously provided, and all mutual obligations shall be considered fully discharged. No justification whatsoever is required as long as the condition of the Vehicle is unchanged.

**With the following signatures, both parties declare to have read, understood and agreed exclusively to this document and all clauses or conditions herein contained.**

**Date of Signing**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Starting Time of Test Drive**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seller**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Test Driver**