

Vehicle rental agreement no. .../2014

The rental agreement of a special vehicle i.e. flatbeds concluded on..... between :

....., headquartered in Rzeszów, Street:....., tax exempt no..... represented by.....hereinafter referred to as the RENTER and living in..... Street..... represented by

Tax exempt no./identity card no.....

no. and date of issue of the driving license:.....

hereinafter referred to as the RENTEE

§ 1

- 1.The renter declares that he is the owner of the special vehicle, brand RENAULT MASTER, production year: 2006, registration no. ONLY....., VIN no..... being the subject of the rental.
2. The vehicle being the subject of the rental is in the proper condition. The technical condition of the vehicle is known to the rentee. The vehicle has a valid insurance OC, AC and ASSISTANCE and is covered by the manufacturer's warranty. The vehicle does not have a tachograph. The vehicle is equipped with VIA TOLL system.

§ 2

- 1.The renter puts into service the vehicle referred to in p.1 and the rentee accepts the lease.
- 2.The vehicle will be used by the rentee in accordance with the purpose and regulations in force in a particular state. The renter is not liable for improper or inconsistent use of the vehicle by the rentee.
- 3.The rentee is obliged (in case of attaching a trailer to the vehicle) to cover at their own expense all the related charges or else they will be deducted from deposit (e.g. VIATOLL).The renter is not liable for any penalties arising from the failure of the rentee to comply with the regulations in force in a particular state (including tolls, reload, and others).
4. The rentee is not allowed to make any changes in the purpose of the hired vehicle, in particular reconstruction or other modifications.
5. The rentee is not allowed to return the subject of this lease to sublet or give it for free use.
6. The vehicle insurance does not cover damage to wheels, suspension, windows, radio installation, acts of vandalism.
7. The rented vehicle has a full tank of fuel and should be returned as well with a full tank of fuel. In case of returning the vehicle with incomplete fuel tank, the rentee shall pay for each missing liter or the corresponding amount will be deducted from the deposit.

§ 3

1. The agreement is concluded for a specified period, i.e. from the day / hourtill the date / h

The vehicle being the subject of this agreement is issued today after the common check of its technical condition.

2. The rentee is obliged to pay in advance a fee in the amount of PLN gross for renting the vehicle.
3. The rentee may renew the contract for a period up to 3 hours before deadline for the vehicle return (as defined in § 3, paragraph 1). The extension of the lease takes place on the basis of daily rates as per the date of this agreement.
4. In case of exceeding the lease period without extending the contract in the specified period of time (as defined in point 3), the renter charges a penalty in the amount of 400,00 PLN for each started day. In case of not returning the vehicle within a prescribed period and not extending the lease agreement (in accordance with point 3), the renter reports to the police that the vehicle was lost.
5. The rentee pays the deposit in the amount of 1,000 PLN as collateral security to cover possible costs caused by the rentee. The deposit is totally or partially reimbursed upon returning the vehicle. The loss of deposit or its part is conditioned by the following situations:

- damage to the rented vehicle (cost of repairs at an authorized service),
- damaged or replaced parts or equipment (valuation based on the dealer's prices together with the labour costs),
- damaged upholstery and burned cigarette holes (cost as above),
- excessive dirt relating to the vehicle itself and its upholstery (costs of external car wash: 40 PLN, costs of car cleaning inside: 40 PLN, costs of washing upholstery e.g. coffee or beverages stains: 150 PLN),
- lack of full fuel tank in the returned car (the cost of completing the missing volume is covered at the nearest petrol station).
- the necessity to cover VIA TOLL rates.

6. In case the vehicle is damaged or stolen, the rentee is obliged to notice the renter about this fact.

7. If the damage to the vehicle is a result of road traffic collision, the rentee is obliged to immediately inform the renter about this fact, to immediately notify the police, prepare a protocol of the collision and obtain statements of the person guilty of the collision (if the collision is caused by a third party).

In case of a collision and the related immobilization of the vehicle, which was the rentee's fault, the rentee is obliged to cover the costs pertaining to the vehicle downtime (time of repair and restoration to use); the own contribution to the damage caused by the rentee is 10%.

8. The rentee authorizes the renter to pass the personal data being the rentee's property to state authorities - the police, the prosecutor's office, etc., and insurance companies on demand in connection with the completion of this contract.

9. The rentee is obliged to pay all the fines and penalties issued by Inspection of Road Transport (Inspekcja Transportu Drogowego) and the police for overcharging the vehicle and all related viaTOLL charges.

10. The rentee is obliged to pay all fines and penalties issued by all the institutions authorized to do it (ITD, Police, Municipal Police) imposed during the flatbeds rental upon this agreement.

§ 4

1. The rentee is obliged to bear full responsibility and cover the costs of all damages being the result of driving under the influence of alcohol, drugs and pharmacological substances which preclude car drive. In case of refusal of compensation payment by the Vehicle Insurer the rentee is obliged to cover all costs of the caused damage (together with the costs related to vehicle downtime).

2. The vehicle could leave the Polish territory only the prior information provided to the renter. In such cases the rentee is obliged to check (or consult with the renter) whether the vehicle has a valid and adequate insurance for this country.

3. The rentee bears full responsibility for damage caused by third parties, to whom he gives the vehicle to use.

4. The rentee is obliged to park the vehicle in the guarded parking lot or the closed areas of a property.

§ 5

1. In case of not complying with the terms of this agreement and accumulating liability on the side of the rentee, the rentee shall bear the costs of eviction performed by the Law Firm or Eviction Attorney.

2. Cases not covered by this agreement are subjects to appropriate provisions of the Code Civil.

3. Court of jurisdiction to hear any disputes arising from this contract is a court appropriate to the renter's place of residence.

4. This agreement has been prepared in two identical copies, one for each party.

5. The parties declare that they accept the provisions of this Agreement and not have objections to its records and sign above agreement of their own free will. The agreement was read, accepted and signed.

Rentee / Renter

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