**Rental agreement**

made and entered as of ...................................................... in Olsztyn between

BY THE WAY Radosław Korcz z siedzibą w Olsztynie, ul.Kmicica 18,

NIP 7392963115

hereinafter referred to as **the Owner**

and

………………………………...............................................

hereinafter referred to as **the Renter**

**Subject of the rental**

**§1**

1. The parties agree that **the Owner** is desirous of renting and **the Renter** has agreed to rent the aforesaid vehicle on the terms and conditions herein contained:

vehicle make.............................................................with registration

number......................................... VIN number ..............................................

Engine number………………………., hereinafter referred to as **the vehicle**

for a specified period of time at the agreed fee.

2. Vehicle handover and return is concluded on the basis of handover and return report, attached as Annex 1 to this agreement. In the report the parties review and declare the state of the vehicle. Handover and return report constitutes the basis for comparison of the vehicle state at its handover and return.

3. Duration of rental is specified in §3 of the agreement. Fees payable to **the Owner** are laid down in §4 of the agreement.

**Obligations of the parties**

**§2**

1. **The Owner** hereby declares to possess the right to use the vehicle being the subject of the agreement. The vehicle rented has a valid Breakdown Cover, Liability and Assistance Insurance, is in a good technical condition and is registered and licensed for normal usage.

2. General terms and conditions of Breakdown Cover, Liability and Assistance Insurance (hereinafter referred to as OWU) form Annex 2 to the present agreement, and procedures laid down in case of damage are binding for the **Renter**.

3. The vehicle is equipped with the following additional tools:

……………………………….

………………………………

………………………………

……………………………….

4. **The Renter** declares that they have been informed how to use the vehicle.

5. **The Renter** declares to possess all required skills and qualifications to operate a vehicle which is confirmed at the conclusion of the agreement by a valid document, a copy of which is annexed to the present agreement.

**Duration of the rental**

**§3**

1. The agreement is concluded on ........................................... (day, month, year), time...................................., and shall endure for a period of time till....................................................... (day, month, year)

time............................ .

2. Duration of the rental can be prolonged only with the clearly expressed consent of **the Owner**. The Owner may express their consent by the phone.

3. After duration of this agreement is terminated, **the Renter** is obliged to immediately return the vehicle to **the Owner.** In case **the Renter** fails to do so, they are obliged to pay damages as specified in § 4 of point 6 of the agreement.

**Rental fees and other costs**

**§4**

1. Rental fee is ..................... for every started day of vehicle rental. A day is understood as next 24 hours after vehicle handover to **the Renter**. Fee payable to **the Owner** calculated on the basis of rental duration laid down in §3, p. 1 of the agreement shall be ...................PLN gross, including........................ PLN as regards VAT.

2. The fee shall be paid by **the Renter** in advance in full.

3. **The Renter** agrees to pay **the Owner** a deposit of ................................. PLN to secure claims and receivables payable to **the Owner** in case of non-performance or improper performance of the agreement.

4. If the deposit does not cover the damages payable to the Owner, **the Renter** is obliged to cover the difference in accordance with conditions specified in §7 of the agreement.

5. The deposit in its nominal value shall be returned to **the Renter** within 5 days after

the vehicle is returned to **the Owner**, unless there are circumstances which justify deposit forfeiture in its entirety or part.

6. In case the vehicle is returned to **the Owner** after the deadline specified in §3 of the agreement, **the Renter** is obliged to pay compensation in the total amount of double daily fee for each started day after delay.

**Obligations of the Renter**

**§5**

1. **The Renter** is obliged to return the vehicle in timely manner and pay the fees as specified in the Agreement.

2. **The Renter** is obliged to use the vehicle in accordance with its purpose, and in compliance with the regulations of proper car use, user manuals and procedures provided for in case of damage as specified in General Terms and Conditions of Insurance.

3. **The Renter** agrees to comply with the smoking prohibition inside the vehicle.

4. **The Renter** is obliged to exercise special caution on drive-throughs with limited height due to vehicle size (3.2m) and not to exceed the speed of 120 km/h (recommended speed is below 100 km/h).

5. **The Renter** shall use the vehicle within the Republic of Poland, unless **the Owner** expresses a written consent to use the vehicle also abroad - §8, p. 4 of the agreement.

6. **The Renter** is not allowed to alternate or change the vehicle in any way.

7. The vehicle shall be returned undamaged and clean. In case the returned vehicle is dirty, **the Renter** shall be held responsible for the actual cleaning costs incurred in accordance with the price list of **the Owner**.

8. The vehicle shall be returned to **the Owner** with full fuel tank, otherwise **the Renter** shall be held responsible for the costs of refuelling.

9. Obligations of **the Renter** in case of vehicle damage, accident or collision, causing injury to third party are laid down in detail in §6 of the agreement.

**Obligations of the Renter in case of vehicle damage, collision,**

**accident or causing injury to third party as a result of vehicle operation**

**§6**

1. If the vehicle is damaged as a result of road collision, accident or any other event, **the Renter** is obliged to inform **the Owner** immediately and then act in accordance with conditions provided for in OWU as well as **the Owner's** instructions.

2. In case the vehicle participates in a collision or accident, **the Renter** is obliged to immediately inform the Police and obtain a written memorandum drawn up the Police on the site of the event.

3. In case the vehicle participates in a collision, accident or other event causing injury, **the Renter** is obliged to secure to vehicle in such a way to prevent further damage of the vehicle.

4. **The Renter** is not allowed to alternate or change the vehicle without prior consent of **the Owner**.

5. If the vehicle damage does not affect security on the road and does not impair its technical condition, the **Renter** may continue their travel by **the Owner's** consent.

**Responsibility for damages**

**§7**

1. **The Renter** shall be held responsible for damages resulting from improper vehicle use during its rental, unless they have occurred as a consequence of events not being the Renter's fault.

2. **The Renter** shall be held responsible for vehicle damages resulting from their fault, unless they are repaired within the scope of insurance specified in §2, section 2 of the agreement.

3. **The Renter** shall be held responsible for vehicle damages if as a consequence of breaching OWU conditions by **the Renter** the Insurance Company shall refuse to pay compensation.

4. Compensation responsibility of **the Renter** concerns damages that occurred during rental agreement duration, even if these are revealed after the vehicle return. In particular, this concerns the case of damage hidden intentionally by **the Renter**.

5. **The Renter** shall be responsible for their own as well as actions and abandonment of parties with support of whom this agreement is executed.

6. Responsibility of **the Renter** also assumes any damage to additional equipment of the vehicle.

7. **The Renter** shall be held responsible for damages caused to third party during vehicle operation, unless certain regulations exclude such responsibility.

8. **The Renter** shall be held responsible for damages caused during vehicle operation under the influence of alcohol or abusive substances.

9. **The Renter** shall be held responsible for damages caused as a consequence of breaching traffic regulations binding at the site where an event occurred.

10. **The Renter** shall be held responsible for any fees, traffic fines, parking fees for illegal parking or exceeding allowed parking time incurred during vehicle rental, unless they result from circumstances being the responsibility of **the Owner**.

**Final provisions**

**§8**

1. **The Renter** is not entitled to sub-rent the vehicle to third parties.

2. The person entitled to operate the vehicle is exclusively **the Renter** or any other person specified in the agreement with **the Owner's** consent who possesses valid qualifications forvehicle operation.

3. **The Owner** grants consent for vehicle operation to:

…………………………………..

………………………………….

………………………………….

4. **The Owner** grants/does not grant **the Renter** the right to use the vehicle outside the Republic of Poland.

5. To all matters not settled herein provisions of the Civil Code shall apply.

6. Any dispute arising as a result of the present agreement between **The Owner** and **the Renter not being a consumer**, shall be determined by a court of competent jurisdiction of **the Owner**.

This agreement has been executed in two counterparts, one for each party.

In witness whereof, the Parties hereto have read and agreed with the terms and conditions of the agreement.

**Owner** **Renter**