MOTOCZECHIA

motorbikerental.cz · Prague

RENTAL AGREEMENT

for a means of transport

concluded pursuant to Section 2201 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Agreement")

Lessee

Company / Name	
Address	
Company ID / Date of Birth	
Driving Licence No.	
Phone / E-mail	

Lessor	**Rented Vehicle**
Company / Name: MotoCzechia / Miroslav Škarýď	Type:
Company ID: 03855988	Registration No.:
Address: Poupětova 869/8, 170 00 Prague 7	VIN:
Phone: +420 774 030 889	
Email: info@motorbikerental.cz	

VEHICLE HANDOVER

Handover of the Vehicle to the Lessee	Date / Time	Odometer Reading

ACCESSORIES PROVIDED

- ☐ Vehicle Registration Certificate
- ☐ Helmet
- ☐ Gloves
- ☐ Top Case
- ☐ Side Cases
- ☐ Jacket
- ☐ Chain Lock
- ☐ Disc Lock
- ☐ Phone Mount

The Lessee confirms that they have been informed of the condition and functionality of the Vehicle, were present during the vehicle inspection and test ride, and accept the Vehicle in a condition fit for use, free of damage.

As of the date below, a deposit in the amount of _____ has been paid (hereinafter the "Deposit").

The Deposit was paid in the currency: ☐ CZK ☐ USD ☐ EUR

RENTAL PERIOD AND CONDITIONS

From		To	

Permitted Daily Mileage (km)	Rental Rate	Fuel Level at Handover

A late return fee of CZK 300 is charged for each commenced hour. Fuel consumed is paid by the Lessee. The Lessee undertakes to return the rented Vehicle with the same fuel level as at handover — if returned with a lower level, a refuelling charge of CZK 200 will be added; a higher fuel level will not be refunded or credited. Please note: the Lessee must use only the fuel type specified for the Vehicle.

The general terms and conditions for the rental of the means of transport set out overleaf form an integral part of this Agreement.

General Terms and Conditions for the Rental of a Means of Transport

1. Subject of the Agreement

Miroslav Škarýď / MotoCzechia, with its registered office at V Závětří 385/8, Prague, 170 00, Company ID (IČ) 03855988 (hereinafter the "Lessor"), and the Lessee conclude this Rental Agreement for a Means of Transport (hereinafter the "Agreement") pursuant to Section 2321 et seq. of the Civil Code. Under this Agreement, the Lessor undertakes to provide the Lessee with the motor vehicle specified in the Agreement (hereinafter the "Vehicle") for temporary use for a fee, and the Lessee undertakes to pay that fee.

The Lessor shall provide the Vehicle to the Lessee for a fixed term specified in the Agreement.

2. Rental Price and Payment Terms

The rental price is agreed in the Agreement. Prices are stated without VAT (we are not VAT payers). The Lessee shall pay the Lessor the rental price and all related charges properly and on time.

Should the Lessee default on payment of the rental price, the Lessor shall be entitled to interest of 0.1% of the invoiced amount for each commenced day of delay.

3. Rental Period, Handover and Return of the Vehicle

The Agreement is concluded for a fixed term and becomes effective upon signature by both parties. The rental relationship under this Agreement ends upon expiry of the agreed term. The Agreement may be extended if the Lessee requests this in writing no later than 12 hours before expiry of the originally agreed term, and the Lessor confirms the extension in writing. In such a case, the terms and scope of the Vehicle's insurance cover shall remain unchanged for the Lessee.

If the Agreement is not extended as described above, returning the Vehicle later than the time agreed in the Agreement is deemed a material breach of the Agreement and may, as unauthorised use of another's property, result in criminal liability. In such a case, the Lessee shall pay the Lessor a contractual penalty for the period exceeding the agreed rental term of at least the original rental price, including all related charges.

If the Vehicle is lost or damaged, the Lessee shall, among other things, pay the Lessor a contractual penalty in the amount of the agreed rental price for the period until the Lessee reports the loss or damage to the Lessor, or until the Lessor otherwise learns of it. This is without prejudice to the Lessor's right to compensation for damage.

The Lessor shall hand over the Vehicle to the Lessee in good technical condition, at the place and time agreed under this Agreement. Any defects, remarks or complaints regarding the rented Vehicle must be raised by the Lessee upon taking over the Vehicle, recorded in the handover protocol. The place of handover and takeover of the Vehicle by the Lessee, and the place of return of the Vehicle to the Lessor, are specified in the Agreement.

The Lessee shall return the Vehicle to the Lessor, together with all accessories and documents, at the place and time agreed under this Agreement. The Lessee shall return the Vehicle in the condition in which it was received, allowing for normal wear and tear. The takeover of the Vehicle, including documents and keys, must be confirmed by a person designated by the Lessor. A handover protocol shall always be drawn up and signed by both parties upon takeover. If the Vehicle is not handed over under a handover protocol signed by both a designated employee of the Lessor and the Lessee, the Lessor shall not consider the Vehicle returned, with all related consequences (including that any damage to the Vehicle subsequently discovered will be charged to the Lessee, etc.).

4. Rights and Obligations of the Parties

The Vehicle may only be driven by persons named in the Agreement. The Lessee shall use the Vehicle exclusively for its intended purpose and comply with all traffic and other applicable legal regulations. The Lessee shall also use the Vehicle in the usual manner, in accordance with the standards and requirements for the given type of vehicle. This concerns in particular compliance with the manufacturer's specifications regarding the Vehicle's technical condition, engine oil level, coolant level, tyre pressure, etc.

The Lessee shall take proper care of the Vehicle to prevent damage, including compliance with the conditions and recommendations set by the Lessor. The Lessee shall secure the Vehicle against theft, damage or interference by third parties not authorised to use the Vehicle. In particular, the Lessee must not leave the keys or documents in the parked vehicle (or in its case) and must always properly secure the parked Vehicle. Breach of any of these obligations is deemed a material breach of the Agreement. The Lessor recommends using guarded car parks and garages for parking.

The Lessor draws the Lessee's attention in particular to the following: a) The Lessee must take the utmost care when driving close to the edge of the road. Contact with kerbs, stones, etc. can damage the tyre carcass (causing a bulge), rendering the tyre unusable. The Lessee acknowledges that if such damage is found upon return of the rented item, the Lessee will be charged the full price of a new tyre according to the current Dunlop price list. The Lessee must therefore carefully check the condition of the tyres when taking over the rented item and immediately report any damage found to the Lessor.

"Burnouts" — i.e. excessive spinning of the driven wheel on the road surface — are prohibited. If this is found to have occurred, the Lessee shall pay the price of a new tyre.

Unless otherwise stated in the Agreement, the Lessee must not: hand over the Vehicle to any person other than that named in the Agreement; use the Vehicle to take part in motor races or competitions; use the Vehicle for paid transport of persons or goods; use the Vehicle for travel abroad; or make any modifications or alterations to the Vehicle.

The Lessee must further not drive the Vehicle under the influence of alcohol, drugs, medication or other substances that may impair perception and reaction. The Lessee must also not let the Vehicle be driven by a person under the influence of the substances referred to above.

The Lessor is entitled to inspect the Vehicle at any time to determine whether it is being used properly and in accordance with the terms of this Agreement. The Lessee shall allow the Lessor to carry out such inspection.

The Lessor shall arrange, at its own expense, routine repairs and maintenance of the Vehicle, and the Lessee shall allow such repairs, maintenance and any inspection to be carried out on the Vehicle, and shall tolerate any resulting restriction on the use of the Vehicle. During any such restriction, the Lessee is entitled to request that the Lessor provide a vehicle of the same or similar quality so that the contractual relationship can continue. The cost of repairs shall be borne by the Lessor, except where the need for repair arose from improper use of the Vehicle by the Lessee or by persons to whom the Lessee granted access to the Vehicle (either contrary to normal use of the Vehicle or in breach of contractual obligations).

If the Vehicle becomes immobile, it must not be left in an unattended location; its safety must be ensured.

The Lessee is liable for damage to the Vehicle caused through their own fault or by lending the Vehicle to an unauthorised person. The Lessor is not obliged to cover damage caused intentionally, through negligence, or through breach of traffic or other regulations, where such damage is not covered by insurance under applicable law. In such a case, the Lessee would be required to pay compensation for the damage in full.

If an accident occurs through the fault of the Lessee, the Lessee shall reimburse the Lessor for the difference between the actual repair costs and the amount paid out by the insurer (the deductible). If the Lessor is required to pay for damage caused by the Lessee, the Lessor is entitled to recover such amounts from the Lessee. In the event of an accident or theft of the Vehicle, the Lessee shall immediately inform the Lessor, both verbally and in writing, and notify the police that all reports and documents relating to the accident or theft must be forwarded to the Lessor as the owner of the Vehicle.

The Vehicle must not leave the territory of the Czech Republic without the Lessor's prior consent. If the Lessee wishes to travel abroad with the Vehicle, the Lessee bears full responsibility for everything related to operating the motor vehicle abroad.

The Lessee undertakes to return the Vehicle to the Lessor by the deadline set out in this Agreement. The Lessor has the right to withdraw from or suspend this Agreement at any time if the rented Vehicle needs to be used for other business purposes (operational reasons). The Vehicle is handed over to the Lessee with the fuel level stated in the Agreement. The Lessee shall return the Vehicle with the same amount of fuel as it had at handover.

5. Liability for Damage and Insurance

The Lessee is fully liable to the Lessor for any damage to the Vehicle occurring between the handover of the Vehicle to the Lessee and its return to the Lessor. The Lessee acknowledges that the insurance does not cover damage to the insured Vehicle caused by the Lessee's intentional conduct.

The parties to this Agreement agree that in the event of theft of or damage to the Vehicle, the Lessee shall pay the Lessor the deductible, i.e. the amount by which the insurer reduces the insurance indemnity paid to the Lessor. The Lessor undertakes to provide the Lessee with evidence of the amount of the deductible relating to the damage caused, and the Lessee undertakes to pay this amount to the Lessor without delay. The Lessee hereby declares that they have had the opportunity to become familiar with the terms of the Vehicle's insurance.

Fines for traffic offences committed with the Vehicle during the term of the Agreement, as well as any damage arising from the loss of documents, keys or tools forming part of the Vehicle's equipment, shall always be borne by the Lessee in full and at the Lessee's own expense.

6. Procedure in the Event of a Claim

In the event of a traffic accident, theft or damage to the Vehicle or any part of it, and also where a traffic accident results in injury or death (regardless of the Lessee's fault), the Lessee must always call the police to investigate the accident. In the event of any insured event, the Lessee shall properly and fully complete the "Traffic Accident Report" form, which is provided together with the Vehicle's documents. The Lessee shall also record details of all parties involved in the accident, as well as witnesses, including their personal details, record a description of the vehicles involved, note their registration numbers, and record the details of the police department investigating the case. If the Vehicle becomes immobile as a result of the accident, the Lessee shall secure it against further damage or theft.

The Lessee shall notify the Lessor without delay, and no later than within 24 hours, of any insured event affecting the Vehicle (theft or damage), and shall state the location where the Vehicle is situated. The Lessee shall also notify the Lessor of any consequences of the accident involving injury to or death of persons.

The Lessee shall ensure that all documents and keys belonging to the Vehicle are handed over to the Lessor. The Lessee shall also ensure the immediate delivery of the properly completed "Traffic Accident Report" form. The Lessee shall cooperate with the police, the Lessor and the Lessor's insurer in investigating the accident, in the claims settlement process, and, where applicable, in any court proceedings.

From the moment of taking over the Vehicle from the Lessor, the Lessee is liable for any damage the Lessee may cause to persons travelling in the Vehicle, as well as to other road users.

7. Withdrawal from the Agreement

If the Lessee uses the Vehicle in breach of the Agreement or the agreed standard business terms, or in a manner causing damage to the Lessor, or if there is a risk of significant damage to the Vehicle, the Lessor is entitled to withdraw from the Agreement immediately.

The Lessor is further entitled to withdraw from the Agreement if the Lessee, despite reminders from the Lessor, fails to pay invoiced amounts properly and on time. Likewise, the Lessee is entitled to withdraw from the Agreement if the Lessor fails to fulfil its obligations under this Agreement.

8. Other Provisions

The Lessee agrees that the data from this Agreement, including their personal data, may be processed electronically and stored in the Lessor's database. Should it be necessary to verify or confirm the Lessee's solvency, the Lessee agrees that their personal data may be used for this purpose or provided to a third party.

The Lessee acknowledges that, should the Lessee fail to return the Vehicle to the Lessor at the agreed time and place, the Lessor will report the Vehicle to the police as lost or stolen and/or file a lawsuit with the competent court, and that any consequences arising for the Lessee from such a situation shall be borne solely by the Lessee.

In Prague, date: _____

Lessor

Lessee