

## Rental Agreement: XXX

Lessor:

Exkurzo s.r.o.  
Hládkov 920/12  
169 00 Prague 6  
ID: 07374976  
DIC: CZ07374976

registered in the Commercial Register maintained by the Municipal Court in Prague under No. C 299992 (hereinafter to be referred to as the "Lessor")

Lessee:

Name:  
Address:  
ID:  
DRIVING LICENCE:  
email:  
tel.:  
(hereinafter to be referred to as the "Lessee")

(collectively, the "Parties")

have entered into the following agreement for the rental of a motorhome on the date, month and year indicated below (hereinafter referred to as the "Agreement") in accordance with the provisions of Section 2321 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"):

### Article I.

#### Subject of the Agreement

The Lessor undertakes to let the Lessee use a motorhome of the make XXX, model XXX (hereinafter referred to as the "Vehicle") including its equipment for the period specified below for the purpose of road use and camping, and the Lessee undertakes to pay the Lessor the rent for the use of the Vehicle, all in accordance with the terms of this Agreement.

### Article II.

#### Rental period

The rental period, according to the Agreement is concluded for a limited period of time.

The Vehicle shall be submitted to the Lessee:

**pick up date / time: xxxx / xxxx**  
**pick up place: xxxxx**

The Vehicle shall be returned to the Lessor:

**drop off date / time: xxxxx / xxxxx**  
**drop off place: xxxxx**

### Article III

#### Rental fee, deposit, due date, and cancellation fee

The Parties have agreed that **the rental fee is EUR xxxxx**

The Lessee is obliged to pay **EUR xxxxx** (30 % of rental fee) no later than 10 days after receiving the Agreement signed by both Parties.

This date serves as a legally binding booking for the agreed time period. The full rental fee needs to be paid no later than 45 days prior to the rental start date. Last minute bookings (made less than 45 days prior to the rental start date) are paid in full at the moment of booking.

The Lessee is obliged to pay the Lessor a **security deposit/excess at the amount of EUR 1500,-** no later than the Vehicle is submitted. The Lessor has the right to use the security deposit to cover any damage incurred to the Vehicle after the Vehicle is submitted to the Lessee. The **deposit is fully refundable on the return of the Vehicle** in an undamaged and reasonably clean condition, on the agreed date, to the agreed location. Reasonably clean means that the Vehicle inside is broomed, dusted and wiped down, the garbage is removed and the toilet tank is emptied.

The deposit is refunded within 10 days after the Vehicle is returned. In the event of any damage to the Vehicle, the deposit is refunded after the final resolution and payment relating to the third party claims is received.

The Lessee agrees to provide all reasonable assistance to the Lessor in handling any claim including providing all relevant information.

**If the Lessee is not able to make the security deposit/excess payment at the moment of the Vehicle pick up, the Vehicle will not be released by Lessor and 100 % cancellation fee will be applied.**

All payments according to this Article are preferred to be carried out to the Lessor's bank account and are made through the online payment gateway.

**Link for payments:** <http://europecamperrental.com/>

If the Lessee withdraws from the Agreement, the Lessee is obliged to pay the Lessor a cancellation fee, this being:

- a) in the event that the Agreement is cancelled 45 or more days prior to the day arranged for submission of the Vehicle, the Lessee is obliged to pay the Lessor 10 % of the rental fee;
- b) in the event that the Agreement is cancelled in between 44 and 30 days prior to the day arranged for submission of the Vehicle, the Lessee is obliged to pay 35 % of the rental fee;
- c) in the event that the Agreement is cancelled between 29 and 14 days prior to the day arranged for submission of the Vehicle, the Lessee is obliged to pay the Lessor 65 % of the rental fee;
- d) in the event that the Agreement is cancelled less than 14 days prior to the day arranged for submission of the Vehicle, the Lessee is obliged to pay the Lessor 100 % of the rental fee.

**In case of cancelling due to travel restrictions caused by outbreak of Covid-19, there will be no cancellation fee charged when cancelled 20 or more days prior to the rental start date. If travel restrictions prevent the Lessor from camper delivery to an agreed location, the Lessor has the right to withdraw from the rental agreement. Rental fee will be refunded to the Lessee within 10 days.**

In the event of premature rental termination on the part of the Lessee, the Lessee is not entitled to any refund of the rental fee or its part.

#### Article IV **Submission of the Vehicle**

At the time of the Vehicle submission (pick up), the Lessee contracts to participate in a detailed introduction of the Vehicle by the Lessor or an authorized representative. The condition of the Vehicle shall be recorded in the completion certificate, which shall be signed by both Parties; and upon signing, the Lessee confirms the receipt of the Vehicle and operation manual from the Lessor. The original copy of the completion certificate shall be kept by the Lessor and the Lessee shall be provided with a copy of the completion certificate.

Upon return of the Vehicle (drop off), the Lessee is obliged to participate in a check of the Vehicle's condition together with a person authorized by the Lessor. In the event that Vehicle's condition discovered during the check does not correspond to the condition stated in the completion certificate, i.e. should the Vehicle be damaged in any way, adjusted, be inappropriately dirty, etc., the Lessee is obliged to cover all expenses connected with restoring the Vehicle to the original condition as stated in the completion certificate.

The Lessee is obliged to specify the exact time and place of the submission and return of the Vehicle to the Lessor no later than 14 days prior the pick up date otherwise the exact time and place will be determined by the Lessor.

Any change regarding time and place of the return of the Vehicle can be made no later than during the Vehicle submission.

Any change made after this date is only possible with Lessor's consent. Any additional cost related to this change is deducted from security deposit.

#### Article V **Rights and obligations of the Parties**

a) The Lessor is obliged to rent the Vehicle to the Lessee for the rental fee stated in Article III of this Agreement. The Vehicle is to be used by the Lessee for the time period stated in Article II of this Agreement and the Lessee hereby agrees to cover the rental fee to the Lessor according to Article III of this Agreement.

b) Upon signing the completion certificate, the Lessee confirms that the Vehicle has been accepted in an operable and clean condition and does not show any signs of obvious damage or defect.

c) At the same time, upon signing the completion certificate, the Lessee also confirms the receipt of a complete set of accessories and equipment as stated in Attachment #1, the keys for the Vehicle and complete Vehicle documentation. The Lessee is liable for the completeness of all this at the time of its return to the Lessor.

d) Upon signing the completion certificate, the Lessee also confirms that the Vehicle has been accepted with a full tank. The Lessee is obliged to return the Vehicle with a full tank. The rental fee also includes a full gas tank and chemicals for the toilet.

- e) The Lessee is obliged to handle the Vehicle in such manner that it does not get damaged, lost or destroyed, and so as not to damage a third party's property, and the Lessee is allowed to use the Vehicle only for its original purpose. The Lessee is obliged to use all security devices of the Vehicle. Lessee shall take all reasonable steps to properly maintain the Vehicle, including daily checks on the oil, water, batteries and tire pressure and will inform the Lessor immediately, should the Vehicle's warning lights indicate any potential malfunction.
- f) The Lessee is not allowed to use the Vehicle for business or advertising purposes, is not allowed to participate in any races or competitions with the Vehicle and the Vehicle must not serve for towing other Vehicles.
- g) The Lessor has contracted a third-party liability, a complete accident and theft insurance (covering damage up to 2 mil €).
- h) The Lessee is obliged to pay to the Lessor all damages incurred to the Vehicle and to the equipment up to the amount of the security deposit. The Lessee is also liable for any damage to the Vehicle caused by the third parties except for accidents covered by the insurance company of the guilty party.
- i) The Lessor is not responsible for any loss or damage to personal belongings and recommends Lessee not to leave valuables in the Vehicle and to arrange for personal travel insurance.
- j) In the event of the Lessee's delay in returning the Vehicle, the Lessee is obliged to pay to the Lessor compensation of EUR 30 per hour.
- k) Should the Vehicle require repairs of any sort, the Lessee is obliged to request the prior consent of the Lessor. For small repairs up to the amount of EUR 150, the Lessee is not obliged to request the Lessor's prior consent, but the Lessee is obliged to inform the Lessor of such repairs without delay.
- l) Any defects in the Vehicle or its equipment which are discovered after the commencement of the rental must be reported to the Lessor in writing by the Lessee no later than 3 days prior the Vehicle is returned.
- m) In the event of an accident, theft, fire, or any other damage, the Lessee is obliged to inform the police and the Lessor immediately. The Lessee is obliged to compile a report regarding the accident or damage in the presence of the police. The Lessee is further obliged to document the accident in an appropriate manner (e.g. photographs, description, drawing etc.).
- n) In the event of a serious breakdown or other defect in the Vehicle during the rental period, which arises through no fault of the Lessee and which significantly impairs the proper use of the Vehicle, the Lessor shall be obliged to arrange for the repair of the Vehicle within 72 hours of its notification by the Lessee. If the defect is not repaired within this period, the Lessor is obliged to provide the Lessee with a replacement Vehicle or refund the Lessee the corresponding part of the rent.
- o) In case the Lessee chooses the exact place of picking up the Vehicle, the Lessee is obliged to inform the Lessor of the time and the exact address of the pickup point no later than 2 weeks before the start of the lease. The Lessor reserves the right to change the time and exact address of the pickup point to the nearest possible alternative, taking into account the suitability of the Vehicle's delivery.
- p) In the event that the Lessee chooses the exact location of the Vehicle return, the Lessee must notify the Lessor of the time and exact address of the Vehicle return location no later than 2 weeks prior to the end of the hire. The Lessor reserves the right to change the time and exact address of the Vehicle return point to the nearest possible alternative, taking into account the convenience of picking up the Vehicle.
- q) The Lessee expressly agrees and declares that they will additionally pay to the Lessor any fines for any traffic offences incurred in connection with the use of the Vehicle during the period of lease, and

additionally pay any motorway and other road charges incurred in connection with the Lessee's use of the Vehicle during the period of lease which have been additionally assessed and sent to the Lessor by the relevant authorities after the end of the lease. The Lessee undertakes to pay such fines and charges promptly to the Lessor's bank account upon notification thereof by the Lessor. Due to the possible long delay between the commission of the offence and the notice to pay or the assessment of the road charges, the Lessee shall be obliged to pay these charges only for a period of 5 years after the end of the lease.

r) The Parties expressly agree that in the event of a gross breach of the Lessee's obligations set out in this Agreement, in particular by causing damage to the Vehicle through the negligent conduct of the Lessee, the Lessor shall be entitled to remove the Vehicle from the Lessee and terminate the lease of the Vehicle prematurely. The Lessor shall be entitled to pay the costs of early removal of the Vehicle by the Lessor for these reasons from the security deposit. In the event of early termination of the lease of the Vehicle for these reasons, the Lessee shall not be entitled to a refund of the corresponding part of the rent paid, after the premature termination of the lease.

s) The Lessor reserves the right to inspect the exterior of the Vehicle for any additional damage after the Vehicle has been washed, no later than 10 days after the return of the Vehicle by the Lessee.

t) The Lessee expressly agrees that the Lessor has the right to use GPS tracking of the Vehicle during the rental period. In the event of the Lessee's delay with any payment according to Article III of this Agreement, the Lessor has the right to withdraw from this Agreement without any fulfilment from the Lessor's side.

v) The Lessee hereby agrees that the Vehicle shall be operated only by persons qualified to do so, and that the Lessee shall be held fully responsible for any damage incurred to the Vehicle during the lease period.

w) The Vehicle can be operated only by persons older than 23 years of age who have held a driving license for at least two years, and the Lessee hereby agrees that only such persons shall operate the Vehicle.

x) It is forbidden to smoke in the Vehicle under the fine of EUR 1000.

y) Transportation of any pets is possible only with prior consent of the Lessor, which must be granted before signing this Agreement. Additional pet fee of EUR 75 shall be charged (for each animal).

z) In the event that the Vehicle is returned inappropriately dirty, the Lessor is entitled to charge the Lessee an amount of EUR 100 for cleaning the Vehicle.

aa) The Lessee is entitled to use the Vehicle to travel only to the following countries: EU (Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Italy, Cyprus, Latvia, Lithuania, Luxembourg, Hungary, Malta, Germany, The Netherlands, Poland, Portugal, Austria, Romania, Greece, Slovakia, Slovenia, Spain, Sweden), United Kingdom of Great Britain and Northern Ireland, Republic of Ireland, Monaco, Switzerland, Lichtenstein, Norway, Bosnia and Herzegovina, Serbia, Montenegro, Macedonia, Albania.

ab) If damage to the Vehicle is caused by a gross violation of the obligations set out in this Agreement (consumption of alcohol before or while driving the Vehicle, unauthorized modifications to the Vehicle, improper use of the Vehicle and its equipment, allowing an unauthorized person to drive the Vehicle, etc. ), the Lessee shall be obliged to pay the Lessor the full amount of damages in excess of the amount of the security deposit incurred by the Lessor in connection with the Lessee's breach of these obligations.

Article VI  
**Final provisions**

This Agreement and the legal relations arising from this Agreement abide by the legal code of the Czech Republic, especially Act no. 89/2012, the Civil Code, as amended.

The Parties hereby declare that they are fully capable of taking legal action and that this Agreement has been concluded by their true and free will, has not been concluded under any pressure or under duress or under any other obviously unfavorable conditions, the Parties regard the Agreement as definite and intelligible and they attach their signatures as a proof.

This Agreement has been made in two copies with identical validity, of which each Party shall receive one copy.

In ..... On.....

In ..... On.....

Lessor:

Lessee:

## **Attachment #1: List of equipment**

### **Our services:**

Unlimited mileage  
One-way rental  
Pick up and drop off at any address in Europe  
Pick up and drop off at any time and any day of the week  
Helpline 24/7

### **Our outstanding equipment:**

Kitchen equipment (pan, pots, cups, glasses, cutlery & crockery, kettle etc.)  
Bedroom equipment (pillows, blankets, sheets, duvet covers, towels)  
Bathroom equipment (special toilet paper and cleaning products)  
Highway vignettes for Austria, Switzerland and Czech Republic  
Two mountain bikes with lock and basic tools  
GPS navigation  
Camping table & chairs  
Small barbecue grill

### **Standard equipment:**

Left hand drive motorhome  
High-torque 165 hp diesel engine  
XXXX transmission  
Airbags both for driver and passenger  
ABS, ESP  
Car radio  
Power windows  
Central locking  
Cabin air conditioning  
Easy to refill gas tank (full)  
Reinforced insulation  
Heating and hot water distribution  
Refrigerator and freezer  
Gas 3 burner stove  
Bathroom with shower and toilet  
Toilet chemicals  
Blinds and mosquito nets on windows  
Sockets on the 12V and 230V  
Balancing wedges  
Connection cable  
Cable reel  
Water hose  
Large awning