

## Contract and terms of rental

Concluded on: \_\_\_\_\_ in \_\_\_\_\_, between Oliwier Jasek and Artur Jasek, pursuing a joint business entity under the name 'TwójDostawczak.pl spółka cywilna', NIP no.: 5621810927, represented by \_\_\_\_\_, address \_\_\_\_\_ e-mail: kontakt@twojdostawczak.pl

hereinafter referred to as the 'Lessor'

and:

\_\_\_\_\_ residing in \_\_\_\_\_ holder of the ID card number: \_\_\_\_\_; Pesel no. \_\_\_\_\_, driving license number \_\_\_\_\_ contact telephone number \_\_\_\_\_ e-mail address: \_\_\_\_\_

hereinafter referred to as the 'Lessee', which reads as follows:

### § 1 – Subject of the contract

1. The Lessor declares that it is the owner of the vehicle: \_\_\_\_\_ the registration number \_\_\_\_\_, type of fuel: \_\_\_\_\_ hereinafter referred to as the 'Vehicle'.

2. The Lessor gives to the Lessee the vehicle described in point 1 for use, on the basis of the protocol describing its technical condition, which is an integral part of this contract. This contract is / is not concluded in the no limit formula (there is no mileage limit referred to in § 3 point 3).

3. The Lessee declares that it is familiar with the technical condition of the vehicle and raises no objections. The Lessee confirms the receipt of the vehicle, keys, registration certificate and third party liability insurance policy.

### § 2 – Obligations of the parties

1. The Lessee shall:

- a) use the vehicle in accordance with its intended purpose and principles of proper operation,
- b) incur costs related to the on-going operation of the vehicle,
- c) after finishing the rental of the vehicle, return the vehicle in a non-deteriorated condition, beyond the condition resulting from the proper operation of the vehicle,
- d) abstain from smoking in the vehicle, transporting animals or towing other vehicles,
- e) notify the Lessor of any event involving the vehicle, in particular an accident, collision or other incident that causes permanent or temporary immobilization of the vehicle,
- f) care for the entrusted property, use proper fuel, replace burned-out bulbs, top up operating fluids, check tire pressure. In the event of a fluid leak that could cause further mechanical damage, the Lessee is obliged to contact the Lessor and comply with its requests. If the Lessee does not comply with the above requests, it will bear the costs of repairing the vehicle;
- g) in the case of a rental lasting for a period of at least one month, making the vehicle available to the Lessor to inspect its technical condition once a month, after a call for at least 3 days before the planned date of inspection,

2. The Lessor shall:

- a) buy accident insurance, third party liability insurance and comprehensive cover (OC, AC, NW).
- b) provide full servicing of the car covering periodic technical inspections and periodic inspections required by the manufacturer
- c) The Lessor is not liable for damage suffered by the Lessee as a result of a car breakdown, car damage, accident, unless it occurred due to its fault.

### **§ 3 – Cost of the rental**

1. The Parties agree that the rent for the vehicle is PLN \_\_\_\_\_ net for each commenced day / month.
2. The fee will be charged:
  - a) when the rental lasts up to 30 days – in advance, before handing over the car, based on a VAT invoice or a receipt,
  - b) when the rental lasts over 30 days – by the 10th day of each month, on the basis of a VAT invoice issued every month.
3. The daily mileage limit (it does not apply in the 'NO LIMIT' option) is 250 km. If the limit is exceeded, the surcharge for each subsequent kilometre is PLN 0.30 net.

### **§ 4 – Rental period**

1. The contract is concluded for a definite period from: \_\_\_\_\_ to: \_\_\_\_\_, with the possibility of further extension. The rental period can be extended by e-mail.
2. Failure to return the vehicle within 2 hours after the expiration of the contract and not extending the rental period at the expense of the Lessee may result in reporting a crime of misappropriation of property in accordance with the content of Article 284 of the Criminal Code by the Lessor to the regional prosecutor's office.
3. The day is a period of 24 hours, starting from the hour of bringing the vehicle / starting the rental.
4. For using the vehicle after the rental period referred to in § 4 point 1, the Lessee will be required to pay the double daily amount for vehicle rental for each commenced day of non-contractual use of the vehicle.
5. The Lessor has the right to terminate the contract with immediate effect in the case of:
  - a) using the vehicle by the Lessee against its intended use,
  - b) damaging the vehicle that prevents its further use,
  - c) making the vehicle available to a third party, unless the Lessor has consented to it by email.
6. The contract is terminated in the case of:
  - a) loss of the vehicle by the Lessee.

### **§ 5 – The conditions of use of the vehicle**

1. It is forbidden to consume alcohol in a rented car.
2. The Lessee should be at least 21 years old and have a valid Driving License for a minimum of one year.
3. The Lessee is obliged to use the vehicle in compliance with its intended purpose and to protect it against damage.
4. The Lessee cannot sublease or give the vehicle to a third party for free-of-charge use without the Lessor's consent granted via e-mail.
5. The Lessee authorizes the Lessor to provide its personal data to state authorities and other persons who have the right to obtain them pursuant to the generally applicable provisions of law, in the case when the vehicle is used to commit a crime or offense. In such case, the Lessee will be charged a handling fee in the amount of net PLN 100, associated with the need to establish personal data
6. The Lessor does not agree to carry out any repairs in the vehicle without its consent.
7. If the insurer refuses to pay compensation due to circumstances for which the Lessee is responsible, the Lessee is obliged to repair the damage within 14 days of being notified of this fact by the Lessor.

### **§ 6 – Using the vehicle outside the EU**

1. The Lessee is authorized to use the vehicle to travel outside the country within the EU borders, after informing the Lessor.
2. In the event of a breakdown or collision involving the vehicle outside of Poland, the Lessee will bring the vehicle to the country at its own expense. The Lessee has the right to purchase Assistance insurance in an external company.

3. In case of using the vehicle to travel to countries which are not European Union member states, the Lessee will cover damage in full amount, even if the damage did not occur due to its fault.

4. It is forbidden to travel to Albania, Belarus, Bosnia and Herzegovina, Montenegro, Kosovo, Macedonia, Moldova, Russia, Romania, Serbia, Turkey and Ukraine. If the Lessee travels to any of these countries without the consent of the Lessor, the Lessor has the right to immediately terminate the contract and charge a contractual penalty according to § 7 v)

#### **§ 7 – Contractual penalties, additional fees**

1. The Lessor has the right to charge a contractual penalty in the case of:

- a) Return of the damaged vehicle due to the Lessee's fault (e.g. collision, accident, car park damage, vandalism) up to 15 times the rate specified in §3 point 1. In addition to contractual penalty, the Lessee is obliged to compensate for the damage suffered, if the Lessor is not be able to use the owned insurance in this respect. The Lessee does not bear these costs if the damage to the vehicle is not caused due to its fault, and the Lessee will provide the Lessor with the data of the offender enabling to settle the claim from their third party liability insurance and all documents necessary to settle the claim, and the insurer will pay the entire compensation. Penalty will also be charged in the case of complicity, collision with an animal, damage to the window panes and in the case of failure to detect the offender;
- b) The return of the vehicle with the fuel level lower than at the handover, in this case the penalty is PLN 100 + the value of filled in fuel;
- c) Return of dirty vehicle; exterior – PLN 50, interior – PLN 50. If the upholstery needs to be washed, the penalty will amount to PLN 250 (applies to stains which cannot be removed by methods available on standard carwash as well as animal hair)
- d) Lost keys – PLN 1000
- e) Lost registration certificate – PLN 300
- f) Lost registration plate or insurance policy – 200 PLN / piece.
- g) Removal of the Lessor's markings from the vehicle – PLN 500 + replacement cost
- h) Missing parts of car equipment described in the handover and acceptance report – PLN 200 + the cost of purchasing parts in an authorized service station
- i) Use of the vehicle without the consent of the Lessor – 5 times the rate referred to in §3 section 1;
- j) Smoking in the vehicle – PLN 300.
- k) The Lessee bears full responsibility (it will cover the total cost of the repair) in the event of damage to the interior of the vehicle (i.e.: burn-out of upholstery, seats, abrasion of the steering wheel cover, damage to the dashboard, etc.), and also in the case of broken windows, tyre damage, misfuelling.
- l) In case of return of a dirty vehicle or in time of poor visibility (night, during rainfall), the Lessor reserves the right to inspect it after it has washed the vehicle within 48 hours. In this case, any repair costs for the detected damage shall be borne by the Lessee.
- m) Damage of panels in the box van – PLN 1000 / panel; Extensive damage to the tarpaulin - PLN 2000; Minor cuts and tearing up of the tarpaulin – PLN 1000
- n) Transport of animals PLN 300 PLN
- o) Damage to windscreen PLN 700
- p) Misfuelling – PLN 1500 + the cost of possible repair
- q) Failing to call the police to the place of damage, incident, motor damage PLN 5000.
- r) Jamming of the GPS signal PLN 5000
- s) Visiting the Lessee's place of residence when the Lessee does not pick up or has turned off the phone and the car has lost the GPS signal PLN 2000
- t) Collecting the car when the Lessee does not pick up or has turned off the phone and the car has lost the GPS signal – PLN 1500 + PLN 2.5 for each kilometre driven by a tow truck / intervention crew
- u) Overloading the car by over 200 kg – PLN 500
- v) Departure to any country indicated in § 6 point 4 – PLN 100
- w) The Lessor provides the vehicle only on the territory of Poland. Transferring the vehicle for pick-up may last up to 36 hours, depending on the location.

2. In any case, the Lessor has the right to demand compensation exceeding the amount of the contractual penalty.

3. In the case of imposing a contractual penalty, the Lessor will issue a debit note with a 7-day payment deadline, which will be delivered to the Lessee by registered mail or to the Lessee's e-mail address, i.e. \_\_\_\_\_

### § 8 - Deposit

1. The Lessee pays a deposit of PLN \_\_\_\_\_. The deposit shall be paid to the Lessor's bank account or in cash, what will be confirmed by the Lessor.
2. The deposit constitutes a security for the Lessor's claims against the Lessee due to the charges that may arise during the rental period (e.g. damage to the vehicle, loss of documents).
3. The full amount of the deposit shall be returned in the absence of the grounds for retaining it during the return of the vehicle. The deposit shall be returned within 7 days from the day of returning the vehicle, however not faster than on the day of making the full payment of the rent or other claims of the Lessor. The Lessor may count the deposit towards rent or other claims, and it will notify the Lessee of this fact in writing or by e-mail.
4. The deposit shall be retained if the Lessor has any claims towards the Lessee, but not longer than until the settlement of the claim or satisfaction of other claims.
5. Despite the return of the deposit, the Lessor does not lose the right to seek redress from the Lessee.

### § 9 – Final provisions.

1. Any change to this contract requires a written form in the form of an appendix under the pain of nullity.
2. The parties should inform each other about the change of addresses and e-mail addresses within 3 days from the day the change. Otherwise, any correspondence delivered to addresses (including e-mail) indicated in this contract will be considered effectively delivered.
3. In matters not regulated by this contract, the provisions of the Civil Code, in particular Articles 659 to 679 of the Civil Code, shall apply.
4. If the vehicle is used within a business activity or for profit, all litigation will be considered by the court competent for the Lessor's seat.
5. The contract was drawn up in two identical copies, one for each party

LESSOR:

LESSEE:

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