

MOTORCYCLE RENTAL AGREEMENT

Concluded on _____ in Warsaw between:

RM sp z o.o. Ul Szczęsna 26 02-454 Warszawa , tax ID NIP : 522 321 20 84:
hereinafter referred to as the **Owner**, represented by Mariusz Romanowski,

and

..... residence address (or the
registered office):....., PESEL No (or
KRS No):....., tax ID NIP.....,
driving licence number, issued
by, hereinafter referred to as the **Renter**.

1.The Owner rents to Renter a Motorcycle, brand:
_____ colour _____,
type/model _____ production year _____
_____, registration numbers _____
VIN number _____, hereinafter referred to as the
Motorcycle.

1.The Agreement is concluded for the period beginning on _____ at:
_____ until _____ at: _____.

2.The rental fee amounts to..... for 1 day of the
agreement validity. The fee is payable in

3.Together with the rent subject referred to in item 1, the Owner rents to
Renter: keys 1 psc., keys to safety systems used in the vehicle.

4.The motorcycle shall be taken from and returned to the following
address: _____

5.The Owner declares that the Motorcycle is fully functional, it has a

mandatory equipment, tool kit and is fully tanked.

6.The Renter shall return the Motorcycle to the Owner with items
mentioned in item 4 and fully tanked on _____ at _____.

7.In order to streamline communication, the Parties agree to contact each
other by email and telephone using the following details:

Owner, tel.: 507 818 444, email address: biuro@RentMoto.pl

Renter, tel.:, email address

8.Any amendments and supplements to this Agreement must be made in
writing or else shall be null and void.

9.Rental conditions are specified in the Motorcycle Rental Company
Regulations, handed over to the Renter together with this Agreement, which
the Renter has read and fully accepted.

Renter's Signature

Owner's Signature

MOTORCYCLE RENTAL REGULATIONS

of 10.03.2017

§ 1

General provisions/definitions

1. These Regulations (hereinafter referred to as the Regulations) define detailed terms and conditions of Motorcycle rental agreements concluded by RM sp z o.o. within the framework of his business consisting in renting motorcycles on the basis of concluded rental agreements.

2. Terms used in the Regulations shall mean:

- 1) Owner – RM sp z o.o. ,
- 2) Renter – a natural or legal person, an unincorporated entity that takes the vehicle to use and agrees to pay the Owner agreed rental fee, his/her personal details have been disclosed in the Motorcycle Rental Agreement,
- 3) Rental Agreement or Agreement – a rental agreement under which the Owner is obliged to hand over to the Renter a Motorcycle to use for a fixed period of time, and the Renter is obliged to pay the Owner the agreed rental fee.
- 4) Motorcycle – the subject of the Rental Agreement.

§ 2

RELEASING AND RETURNING THE SUBJECT OF RENT

1. When releasing a Motorcycle, parties to the agreement are obliged to inspect the technical and visual condition of the vehicle and document any comments in the protocol attached to these Regulations.

2. The Renter may return the Motorcycle at a different location after prior arrangement with the Owner and incurring additional costs, if any.

3. The Renter will return the Motorcycle in non-deteriorated condition with all the documents and items issued with the Motorcycle. In case of a lack of a complete set of documents, the Agreement will be treated as extended until new documents are issued, however, the Motorcycle will be immediately returned to the Owner.

4. Extension of the duration of the agreement may take place after informing the Owner in writing (or by sending an email) two days before

the end of this agreement.

5. The extension of duration of this agreement shall be confirmed in writing (or by email) by the Owner.

6. In the event of a delay in returning the Motorcycle, the Renter is obliged to pay a contractual penalty in the amount specified in § 6 point 2) C of the Regulations.

7. At the time of returning the vehicle, the Renter is obliged to pay any contractual penalties specified in § 6 of the Regulations and other charges, and possibly cover any damage for which he is responsible. The amount of these charges will be reduced by the amount of the deposit retained.

§ 3

RESPONSIBILITY

1. If a Motorcycle breaks down, is damaged, destroyed or stolen, the Renter is obliged to immediately inform the Owner and the Police about any circumstances and witnesses, and to draw up a proper report regarding the circumstances of the incident. If a fault may compromise a road safety, it is forbidden to continue driving until its removal.

2. If a Motorcycle was damaged as a result of road accident, the Renter is obliged to call the Police to the place of event, secure the vehicle and inform the Owner immediately.

3. The Renter is fully responsible for damage caused to a Motorcycle by his fault and fault of the persons, for whose actions he is responsible. The Renter authorises the Owner to charge him for suffered damage. Additionally, the Renter agrees to cover the cost of parking fees, possible cost of vehicle toll or fines, as well as other cost resulting from breaching law traffic regulations.

4. In case defined in item 3 of this paragraph, the Renter is obliged to pay to the Owner an appropriate compensation or return any other fees incurred by the Owner, within 7 days from the date of being called by the Owner, unless these fees will be covered by the insurer under the insurance policy or from a deposit paid by the Renter.

5. The Owner reserves the right to send the Renter a notification of a traffic violation at the end of the Rental Agreement. At the same time, the Owner is entitled to make the Agreement available to the competent body, indicating the perpetrator and at the same time the payer of the committed offence.

6. The Renter is obliged to return to the Owner the value of the Motorcycle is case it is stolen, if:

a) the Renter fails to return to the Owner the keys or documents of the rented Motorcycle,

b) the insurer refuses to pay compensation for the theft due to Renter's negligence (e.g. failure to secure the motorcycle against a theft).

7. In the scope covered by the insurance, the Renter may ask for using the insurance to cover damage, for which the Renter is responsible. However, the insurance does not cover in particular:

a) driving under the influence of alcohol, drugs or psychotropic drugs,

b) driving the Motorcycle without a valid driving license,

c) Motorcycle driver's escaping from the place of accident,

d) making false representation as to the place, time, hour circumstance and reasons of the damage,

e) damage to the vehicle due to exceeding the speed limit, and as a result of violating road traffic rules,

f) damage arising in circumstances other than those reported to the Insurer who insured the Motorcycle.

8. The Owner is not responsible for items carried, lost, left in the Motorcycle and any charges (in particular parking fees or fines) imposed at the Renter's fault while using the Motorcycle.

9. In the event of a Motorcycle failure for which the Renter is not responsible, the Rental Company shall make any effort to provide to the Renter a substitute motorcycle of the similar standard. The Owner shall not charge a fee during the period the Motorcycle is not used due to the breakdown.

10. The Renter is obliged to read provisions of the policy, general terms and conditions of Motorcycle insurance contracts, and to comply with provisions of the regulations, under pain of liability for the damage caused.

RENTER'S RULES AND OBLIGATIONS

1. A Motorcycle may be rented and driven by a person who:

a) is 18 years old,

b) has a valid identity card (for foreigners - a valid passport) shown at the moment of signing the rental agreement,

c) has a permission to drive a Motorcycle.

2. The motorcycle may be operated solely by the Renter or with the Owner's consent expressed in writing under pain of nullity – by the person authorized by the Renter, whose personal data will be submitted to the Owner. In the event a rented Motorcycle is made available to a third party without the Owner's knowledge and consent, the Renter shall be liable to the Owner for damage caused as for his own actions.

3. The requirements indicated in point 1 shall be valid for the entire duration of the rental agreement. If the Renter or a Motorcycle driver fails to meet the above requirements, the Owner is entitled to terminate the Rental Agreement immediately. In this situation the Owner retains deposit paid by the Renter.

4. The Renter declares to have full capacity to perform acts in law and no proceedings against him/her is pending, which may result in deprivation of right to drive a vehicle.

5. The Renter undertakes to use the Motorcycle only on the territory of Poland. Crossing the Polish border with the Motorcycle requires a written consent of the Owner.

6. The Renter agrees to comply with the terms of the Rental Agreement, Regulations, and to use of the Motorcycle in accordance with its intended use, manufacturer's instructions and the law.

7. The Renter undertakes to:

a) hold valid documents required by traffic control (driving license valid on the territory of the Republic of Poland, registration document, third party liability insurance policy (OC), certificate on motorcycle rental),

b) to use in the Motorcycle a fuel type according to the engine specification, provided in the registration document and in the vehicle's technical documentation,

c) return the Motorcycle with the same fuel level as on the date of concluding the agreement. The cost of the fuel consumed during use of the Motorcycle in a rental period shall be borne by the Renter. Failure to refill the fuel to the level as on the date of concluding the Agreement results in a contractual penalty of PLN 5 per litre of missing fuel,

d) return a clean Motorcycle,

e) regularly inspect technological and operational state of the Motorcycle,

f) secure the Motorcycle against theft,

g) report any defect to the Owner, who must agree to repair the Motorcycle outside his premises.

1. The Renter is prohibited in particular to:

a) drive the Motorcycle under the influence of alcohol, drugs, medicines or other psychotropic drugs causing disturbance of consciousness,

b) carry any items that could destroy the Motorcycle,

c) make any modifications in the Motorcycle or other changes contrary to its properties and intended use without the consent of the Owner,

d) use the Motorcycle in competitions, rallies and other sports events,

2. In case of violating any prohibition referred to in point 8 of this paragraph, the Owner is entitled to seek payment of contractual penalties referred to in § 6 of the Agreement.

§ 5

ADDITIONAL CHARGES

The Renter shall pay additional charges for:

a) releasing and return of the motorcycle out of Owner's working hours – payment for the service – 100 PLN,

b) releasing the Motorcycle or its return outside Warsaw, depending on the distance – 40 to 100 PLN.

c) driving Motorcycle with the consent of the Owner outside of Poland to the territory of the European Union – 150 PLN, to the countries outside the EU – loss of deposit.

§ 6

CONTRACTUAL PENALTIES

1. The Renter is responsible under contractual penalties for the following items missing at the time of the returning the Motorcycle:

a) registration document, insurance policy – 150 PLN,

b) registration plate – 300 PLN

c) a key – 500 PLN.

Additionally, for each day of waiting for making the above items – 100 PLN.

2. Moreover, the Renter shall pay the Owner a contractual penalty in the following events:

a) making a Motorcycle available to a person unauthorised to drive it – 500 PLN,

b) delay in returning the Motorcycle pursuant to § 2 item 1 – 20 PLN for each commenced hour,

c) returning a dirty Motorcycle – 50 PLN,

d) disassembly of a part of Motorcycle equipment or making modifications, changes – 4000 PLN,

e) filling up a Motorcycle the wrong type of fuel – 1000 PLN,

f) driving a Motorcycle outside of Poland without the written consent of the Owner – 1000 PLN for each commenced day of the vehicle staying outside of Poland.

3. In case the damage suffered by the Owner exceeds the contractual penalty, the Owner is entitled to request additional compensation from the Renter.

§ 7

FINAL PROVISIONS

1. The Renter agrees to the processing of his personal data and registration data by the Owner for purposes related to the performance of the Motorcycle rental agreement in accordance with the Act of 29 August 1997 on personal data protection (Journal of Laws Dz. U. of 2010, No 229, item 1497, as amended).

2. The Renter agrees to issue a VAT invoice without his signature and declares that he is entitled to accept it.

3. The Parties may terminate the Agreement with immediate effect in writing in the event of non-compliance with the provisions hereof. The

Renter is obliged to settle the cost with the Owner and return the subject of the Agreement fully tanked within 1 day.

4. Any disputes arising in connection with these Regulations shall be settled by courts of proper jurisdiction for the Owner.

5. Any amendments and supplements hereto must be made in writing or else shall be null and void. The Owner will inform the Renter about any amendment to the Regulations by email sent 7 days before the new Regulations enter into force.

I accept the terms and conditions of the Regulations.

Legible signature of the Renter

Delivery and acceptance protocol of a Motorcycle – a subject of the rental agreement of

The Owner RM SP Z O.O. ul. Przyjaciól 2, 26-900 Kozienice,

the Renter

The Owner shall hand over a Motorcycle referred to in item 1 of the Rental agreement together with items mentioned in item 4 and 6 of the agreement.

The Motorcycle was handed over on at hrs

odometer reading km, fuel level

Comments of the Parties as to the technical conditions of the subject of rental

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.....

Renter's signature _____

Owner's signature _____

Vehicle return protocol

The Motorcycle was returned on athrs, odometer reading km and fuel level

Comments of the Parties as to the technical conditions of the subject of rental:

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Miscellaneous

Notes:
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Renter's liabilities (fines, additional charges, contractual penalties in accordance with Regulations, etc.)

Renter's signature _____

Owner's signature _____