AGREEMENT ON RENTAL OF A CAMPER VAN

concluded on …........................................, between the Parties herein:

Soltec Services sp. z o.o., ul. Doki 1, 80-958 Gdańsk, NIP 204-000-19-00, entered by the District Court Gdańsk-Północ in Gdańsk in the Register of Entrepneurs of the National Court Register under the KRS

Number 0000251413; hereinafter referred to as

”Lessor” and

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

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

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

hereinafter referred to as ”Lessee”

# § 1 Subject of the agreement

1. The Lessor gives and the Lessee accepts for personal use a special Vehicle - camper van …………………………………………..…….. with the registration number

…………………… hereinafter referred to as the ”Vehicle”.

2. The Lessor declares that they have the legal title to dispose of the subject of this Agreement within the scope specified herein.

3. The Lessee is forbidden to give the Vehicle to third parties for use or for subletting.

4. The Lessee undertakes for the duration of the agreement to use the Vehicle in accordance with its purpose and the provisions in force. The Lessee undertakes to take care of the good technical condition of the Vehicle and ensure its proper maintenance.

5. The Lessee declares that they are aware of all the principles of using the Vehicle and knows the consequences of not obeying them. The Parties unanimously agree that the Lessee will bear full financial responsibility for damages and defects resulting from improper use of the Vehicle.

6. The Lessee assures that the driver(s) of the vehicle has/have the qualifications to drive the Vehicle referred to in §1 section 1 hereof.

7.Only the following drivers are entitled to drive the Vehicle:

* + first name and surname -- ……......................................................…….....................................................
	+ ID number -- ……………….........................................…….........................................
	+ PESEL --……………...........................................……...............................................................
	+ driving licence no. -- ……......................................................……......................................................
	+ address -- ….........................................................…….....................................................................
	+ first name and surname -- ….….................................................................................................................
	+ driving licence no. -- …………….............................................…............................................
	+ PESEL -- …........................................................…..................................................................
	+ driving licence o. -- …...................................…................................................................................
	+ address -...............................................................….......................................................................

8. Upon the handover and acceptance of the Vehicle the Lessor and Lessee are obliged to confirm the technical condition of the Vehicle and its equipment with appropriate entries and signatures in the "Protocol of Handing Over the Vehicle". The protocol will include, among others, the odometer reading, the external and internal condition, the technical and additional equipment.

9. The Lessee declares that before concluding this Agreement they became familiar with the Regulations and general conditions of insuring the Vehicle - constituting attachments to this Agreement as well as with the principles of operating the Vehicle resulting in particular from the manual made available to them by the Lessor.

10. The Lessor authorises the Lessee, both in the territory of the Republic of Poland and abroad in the countries covered by the insurance policy concluded by the Lessor, to use the Vehicle being the subject of the rental in the period of handing over the Vehicle indicated in §1, section 1 hereof

11. The Lessee undertakes to sign the rental agreement within 7 days of the reservation fee being paid and to present the drivers' IDs and driving licences. The documents can also be sent by e-mail to rezerwacja@camp-venture.pl

**§ 2 Period of the Vehicle Rental**

1. The rental agreement lasts:

1. from (day) ……………………….. from (hour). ……………………………
2. till (day) ……………………….. till (hour). …………………
3. Place of collection and return of the Vehicle: …..............……………………………………………………...
4. The Lessee undertakes to return the Vehicle on time and to the place specified herein, unless the Parties agree otherwise. In the event of failing to meet the deadline, the Lessee will bear additional charges in the amount as specified in the Regulations and will cover all the losses resulting from this fact.

4. If the Lessee does not return the Vehicle within the term specified in § 2, section 1 and does not contact the Lessor before expiry of this term, the Lessor may notify the appropriate enforcement authority on suspicion of committing a crime of misappropriation of property under the provisions of art. 284 of the Penal Code, which simultaneously results in total loss of the deposit as a stipulated penalty.

5. The Vehicle may be used by the Lessee exclusively on the territory of Poland and abroad in the countries covered by the insurance policy concluded by the Lessor.

# § 3 Fees and Payments

1. The charge for renting the Vehicle for the period specified in § 2 is PLN:..................................... .

(….................................................................. Polish zloty) – subject to sections 2 to 5.

1. Additionally, for rentals shorter than 14 days (for rentals longer than 14 days the service is free of charge) the Lessee is obliged to pay a service fee in the amount of PLN 350 including:

(a) ozone treatment of the vehicle;

(b) washing the exterior of the vehicle

(c) checking the technical condition;

(d) manual on the operation of the vehicle for the Lessee

(e) container with sachets / liquid to the chemical toilet;

(f) toilet paper for the chemical toilet - 4pc;

(g) 11 kg gas cylinder - 1 pc.

(h) a set of bed linen

(i) coffee machine + 4 capsules

1. The Lessee will order the following additional services related to the subject of the renatl, for the following additional fee:

(a) bike rack – PLN 50 ...........

(b) additional 11kg gas cylinder - .......... pieces. - PLN 70/1 cylinder

(c) a gas barbecue - PLN 50 .........

(d) a set of lounge chairs (table + armchairs) - PLN 50 ..........

(e) bicycle carrier – PLN 50 ………..

(f) …………………………………….

4.The amounts determined according to sections 1-3 are net and are subject to increase by 23% VAT.

5. On account of the fee referred to in §3 sections 1-3 and 5, the Lessee undertakes to make an advance payment in the amount of 30% of the gross fee specified in §3 sections 1-3 and 5 above, within 3 days from the conclusion of this agreement, and if the period of 21 days from the conclusion of this agreement to the date specified in § 2 section 1 (a) remains, or is shorter - on the date of concluding this agreement.

6.Remaining amount to pay:

* 1. determined under sections 1-3 and 5 - is payable in advance, no later than 21 days before the beginning of the rental period determined in § 2, section 1, and if 21 days or less remain from the conclusion of this agreement to the date determined in § 2, section 1 (a) - on the conclusion of this agreement;
1. Failure to make the advance payment specified in section 5 or the payment referred to in section 6 point (a), by the due date, is tantamount to the Lessee's resignation from renting the Vehicle and withdrawing from the hereby agreement (such a right may be exercised by the Lessee also implicitly - by not making the required payment, by the date on which the last part of the fee is due) - in the event of such a resignation, the fee paid earlier by the Lessee is subject to being credited towards the amounts due to the Lessor under the provisions of §3 sections 1-3 and 5.
2. Payment of all amounts due to the Lessor will be made in cash (subject to legal restrictions on making payments by entrepreneurs) or by bank transfer to a bank account with the number: **67 1090 1098 0000 0001 4318 6180**.
3. If the due date of a given payment falls on a day other than a working day, the payment will be made on the preceding working day.

# § 4 Withdrawal from the Agreement

1. In addition to the right to withdraw from the agreement in the form referred to in §3.7, the Lessee may withdraw from this Agreement in writing under pain of nullity (subject to section 2) by the date on which the rental period begins, whereby in the event of withdrawal from the Agreement by the Lessee they will be obliged to pay the Lessor:

(a) in the event of withdrawal made at least 30 days before the agreed date of collection of the Vehicle - the amount corresponding to the total advance payment referred to in § 3.5 above, whereas in the event that the advance payment was made by the Lessee before the withdrawal from the Agreement, it is subject to the advance payment towards the amount due to the Lessor

(b) in the event of withdrawal made at least 29-3 days before the agreed date of collection of the Vehicle - an amount corresponding to 50% of the total gross fee referred to in §3.1-3 and 5,

(c) in the event of withdrawal made less than 3 days before the agreed date of collection of the Vehicle - the amount corresponding to 100% of the total gross remuneration referred to in §3 sections 1-3 and 5.

1. The Lessee will also be considered to withdraw from the agreement if they fail to collect the Vehicle on the agreed date, fail to pay the advance payment or fee for the rental or the guarantee deposit on time, and also if the Lessee fails to submit the necessary documents to the Lessor before the agreed date of collecting the Vehicle.
2. Within the day following the agreed date of return of the Vehicle by the Lessee, the Lessor may withdraw from the Agreement (such a withdrawal will be considered in particular a refusal to hand over the Vehicle to the Lessee) and will be exempted from the liability for not handing over the Vehicle within the agreed date if the Vehicle is not available or is not fit for operation, due to circumstances attributable to third parties (in particular due to its non-return, untimely return or return in improper condition by a person who had control over the Vehicle before the agreed date of its handover to the Lessee) or due to other circumstances not caused by the Lessor. In such a case the Lessee is entitled to the return of the whole amount paid to the Lessor - the return will be made within 3 days from the agreed date of handing over the Vehicle to the Lessee.

# § 5 Deposit

1. The Lessee will pay to the Lessor a guarantee deposit in the amount of PLN 5000 (five thousand Polish zloty) as a security of possible claims that may arise hereunder, by transfer to the bank account of the Lessor specified in § 3 section 8, at the latest on the last working day before the agreed date of collection of the Vehicle.
2. The relevant provisions of the Regulations apply to the deposit, including its settlement and return.

# § 6 Final Provisions

1. The Agreement will be drawn up in duplicate, one for each party.
2. The provisions of the Civil Code apply to matters not covered by this Agreement.

3. The following attachments form an integral part of this Agreement:

* 1. Regulations for Car Rental;
	2. General Conditions for Insurance of the Vehicle;

(c) Practical Information.

1. Upon its signature, the “Protocol of Handing Over the Vehicle” will also become an attachment forming an integral part of this Agreement.
2. In the event of an inexplicable or irreconcilable conflict between a provision of the Regulations and the provision of this Agreement, the provision of this Agreement will prevail.

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*Lessor*

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## Lessee