



BIKES & SCOOTERS IM HERZEN WIEN´S

RENTAL CONTRACT concluded between

HOTEL:

Bikevienna (Gusel GmbH, Hegelgasse 19, 1010 Vienna)
hereinafter referred to as "lessor"

and

FULL NAME:

ADRESS:

PHONE:

E-MAIL:

hereinafter referred to as "lessee"

The lessee has verified his identity through the following identification document:

Type of identification:

ID number:

as follows:

1.) Rental item:

The lessor rents the following items to the lessee:

.....
.....
.....

2.) Duration

The rental agreement begins at on

and ends at on

3.) Rental charge:

The charge for the rented items for the duration of rental amounts to €..... Should the rental duration be exceeded, an amount of €..... shall be charged for each started day thereafter. The lessee surrenders a deposit in the amount of €..... that will be returned to him once the rented items are returned. Should the conditions described in Section 5.) be violated, the lessor is authorized to keep the deposit up to the amount presumed necessary to rectify the damage.

4.) Insurance against theft/loss:

The equipment is not ensured. In the event of loss or theft of rented items (requiring notification of the police), the lessee will be charged an amount equivalent to 70% of the original price of the equipment.

5.) Return of items:

The lessee confirms by his signature that he has received the items in a clean and properly functioning condition. He undertakes to return the equipment items in the exact same condition – in other words cleaned and without defects – upon the completion of the rental duration to the lessor at the address Hegelgasse 19, 1010 Vienna. The lessee is liable for damage caused to the rented items independent of his degree of negligence. The lessee expressly acknowledges that in the event of third-party negligence, he can seek damages from the responsible party for the costs incurred.

6.) Damage to persons and/or property:

The lessor is not liable for damages caused through or with rented items to people or property, including damages to third parties. The customer is responsible for selecting the items, including particularly size and other features. The customer uses the items exclusively at his own risk. The customer is liable for all damages caused to rented items with the exception of wear material. The lessee is expressly advised to conclude a private liability insurance agreement.

7.) Choice of law and place of jurisdiction:

This contract shall be construed in accordance with the laws of the Austrian Republic; UN sales law is explicitly excluded. Austria, 1010 Vienna, is agreed as the place of performance of this contract. The parties agree for all controversies under this contract that the Handelsgericht Wien should have jurisdiction.

8.) Miscellaneous:

The lessor declares by his signature that the lessee has been comprehensively informed upon receipt of the rented items about their functions, including particularly the function of the brakes and the necessity of locking the items.

Should the lessee be between 14 and 18 years old, he declares by his signature that he possesses sufficient income to meet through his own funds all costs associated with this rental agreement.

The lessee acknowledges that in all cases, the rented items must be returned to the agreed location no later than the conclusion of the agreed rental duration, as the existence of a punishable offense can otherwise be presumed.

Vienna,

.....
Lessee

.....
Lessor