



RENTAL AGREEMENT

Between

CreteCycling IKE

Spyrou Lamprou 11,

11141 Athen, Attika

– hereinafter referred to as the Lessor –

First name:

Last name:

Street:

House number:

Postal code:

City:

– hereinafter referred to as the Lessee – the parties hereby enter into the following rental agreement:

§1 Rental Object

1.1 The subject of this rental agreement is the following rental object:

☐ Gravel bike Backroad AL (brand and serial number):

☐ Gravel bike Backroad (brand and serial number):

☐ Mountain bike (brand and serial number):

☐ E-bike (brand and serial number):

1.2 The rental object includes the following accessories in addition to lights and the battery key:

☐ Tool bag

☐ Lock



- ☐ Bicycle bag
- ☐ Bicycle computer
- ☐ Lighting
- ☐ Other equipment (please specify precisely):

1.3 The following insurance coverage exists for the rental object:

- ☐ The Lessee has personal liability insurance.

Other:

§2 Condition of the Rental Object

- ☐ The rental object, including its accessories, is roadworthy, ready for use, free from defects, and clean.
- ☐ The rental object has the following external defects:

None of the defects listed above affects the roadworthiness or fitness for use of the rental object.

§3 Lessee

The Lessee is entitled to use the rental object during the agreed rental period.

The Lessee provides the following personal details:

Last name, first name:

Address:

Date of birth:

Place of birth:

Identity card number , issued by , on , in:

Telephone/mobile number:

Email address:



§4 Handover, Rental Period

The rental period shall commence upon handover of the rental object and shall end upon its return. Handover shall take place on _____ at _____ at the Lessor's premises.

Return shall take place on _____ at _____ at the Lessor's premises.

The rental agreement applies for the period agreed in advance. The parties shall enter into a separate agreement regarding any special arrangements.

§5 Rental Charges, Security Deposit

5.1 For the duration of the rental period, the Lessee shall pay the following rental charges:

Rental charge per hour/day/weekend: EUR incl. VAT

Accordingly, the total rental charge for the agreed rental period is

EUR incl. VAT.

The rental charge shall be due upon booking via [Cretecycling.eu](https://cretecycling.eu) or upon collection of the rental object.

Payment of the rental charge shall be made online or on site

- ☐ by credit card/debit card/PayPal
- ☐ in cash
- ☐ by instant bank transfer

5.2 The Lessee shall also provide a security deposit in the amount of _____ EUR.

The deposit shall serve as security for all claims of the Lessor arising out of or in connection with the rental relationship.

The deposit shall be provided in cash or by credit card. If no defects are identified upon return of the rental object, the deposit shall be refunded in full.



§6 Obligations of the Lessee

- 6.1 The Lessee may not transfer possession or use of the rental object to any third party without the Lessor's prior written consent.
- 6.2 The Lessee undertakes to treat the rental object with due care and diligence. In particular, the Lessee must never leave the rental object unlocked or, where it cannot be locked, unattended.
- 6.3 The Lessee may not make any technical modifications to the rental object. The Lessee may not make any software adaptations to the rental object. The Lessee may not alter the vehicle's appearance, in particular by painting it or applying stickers or adhesive films.
- 6.4 The Lessee is obliged to protect the rental object against excessive or improper use in all respects. Use for the following purposes is expressly prohibited:
 - Participation in bicycle races and similar rides
 - Participation in off-road riding
 - Participation in races of any kind
- 6.5 The Lessee represents and warrants that the Lessee will not operate the rental object while under the influence of alcohol, drugs, or any other intoxicating substances.
- 6.6 Subletting the rental object is not permitted.

§7 Impairment of Use, Repairs

The Lessee is not entitled to carry out maintenance or repairs personally.

For the duration of any impairment of use caused by a technical defect and/or repair, the Lessee may, in agreement with the Lessor, reduce the rental charge proportionately, provided that the impairment was not caused by the Lessee's misconduct, including but not limited to a fall or operating error.

§8 Conduct in the Event of Traffic Accidents or Theft; Liability

- 8.1 If, while using the rental object, the Lessee is involved in a traffic accident or similar incident, whether or not at fault, the Lessee must notify the Lessor without undue delay. This also applies if the rental object is lost or stolen. The Lessee must provide all information required to clarify liability, in particular the names and addresses of the persons involved in the accident and the location at which the rental object was stolen.



- 8.2 In the event of theft or an accident, the Lessor is entitled to disclose the Lessee's personal details provided above to third parties, including the police.
- 8.3 The statutory liability provisions shall apply. To the extent that a third party compensates the Lessor for the damage, the Lessee shall be released from the corresponding compensation obligation.
- 8.4 The Lessee shall be liable for all damage to the vehicle attributable during the rental period to operating errors, excessive use, or any breach of obligations under this agreement. The Lessee shall also be liable for damage culpably caused by third parties who came into contact with the vehicle through the Lessee, insofar as the Lessee culpably fails to provide sufficiently reliable evidence of the persons and circumstances necessary for the Lessor to pursue any compensation claims.
- 8.5 The Lessee shall also be liable if damage is discovered only after the rental object has been returned. In such case, the Lessor must prove that, in the interim, the rental object was not used by the Lessor or by any third party.
- 8.6 The Lessee shall be solely responsible for complying with all applicable laws and regulations, in particular road traffic regulations, when using the rental object.
- 8.7 If, upon return of the rental object, damage is discovered that is not recorded in this agreement or in the handover report, it shall be presumed that the Lessee is responsible for such damage unless the Lessee proves that the damage already existed when the rental object was received.

§9 Return

- 9.1 The Lessee must return the rental object to the Lessor at the agreed location no later than upon expiry of the agreed rental period. Return outside business hours is not possible.
- 9.2 Any extension of the rental period requires the Lessor's consent before the rental period expires.
- 9.3 If the rental object is not returned on time, the Lessee shall pay the Lessor the daily rental rate for each commenced day and, where applicable, compensate the Lessor for any additional loss. The Lessor shall be entitled, within seven working days after return of the rental object, to notify the Lessee of any defects that have arisen and for which the Lessee is liable.



§10 Special Agreements

In all other respects, the parties agree as follows:

§11 Ancillary Agreements

There are no oral ancillary agreements to this agreement.

Place, date

Place, date

Name of Lessor

Name of Lessee