**Terms and conditions of the vehicle lease contract**

Autopůjčovna Horycar s.r.o., CRN 08922942

based in Rozvadov 278, 348 06 Rozvadov

* Before taking over the vehicle, the lessee is obliged to inspect the vehicle for completeness of the delivery, including the documentation, and to check whether the vehicle does not have any technical defects and if it is fully usable. If the vehicle has technical deficiencies or is not suitable for a specifically agreed purpose, the lessee must not take over it. The exception may apply to takeover of the used vehicle, where minor deficiencies (eg minor paint damage) are recorded by the lessor in handover certificate and the lessee confirms it by his signature.
* The lessor handed over the vehicle to the lessee in an undamaged and serviceable condition prior to conclusion of this contract. The lessee was given the opportunity to properly inspect and try the vehicle. The lessor provided to the lessee, together with the vehicle, also the vehicle registration certificate (small technical license), certificate of the third-party insurance and the certificate of the toll sticker for current year with which the vehicle is provided. The vehicle was handed over including the mandatory equipment which consist of the first-aid kit, the high-visibility vest, the warning triangle, spare tyre with key, the jack and 1 car key. By signing this contract, the lessee explicitly confirms all these facts.
* The lessee is not obliged to use the vehicle for the purposes of taxi service, domestic and international transportation, transfer, commercial transportation, car rental or driving school, to participate in races with this vehicle, to use the vehicle in an inappropriate road, to use the vehicle for pushing or towing other cars,trailers or any other objects or hand over the vehicle to third parties. For the purposes of this provision, the lessee´s employees and their family members are not considered to be third parties. The lessee is not entitled to make any modifications or changes on the vehicle without the prior written consent with the lessor, including placing the advertisement.
* The lessee is oblige to secure the vehicle against theft, misuse or damage. The lessee is especially obliged, when leaving the vehicle, to not leave any any lying luggage or other objects inside the vehicle, which could trigger the third party to enter into the vehicle (eg certificate of roadworthiness , certificate of the third-party insurance, keys etc.) and to lock the vehicle.
* The lessee is obliged, in any case of insured event, to provide all cooperation, mainly undertakes to report any insured event to the police of the relevant state, to fill in the „Accident report“ form and to provide other necessary documents related to the caused damage and immediately inform the lessor. In case of non-fulfilment of this obligation, the lessee is obliged to pay any possible penalty from the insurance company to the lessor. In cases where the third-party insurance or collision damage waiver does not fully cover the damage caused by the lessee, the lessee is obliged to pay the uncovered part of the damage and in cases where the insurance does not cover the damage at all, the lessee is responsible for the entire amount of the damage.
* The lessee is obliged to report any defects on the vehicle to the lessor without undue delay, it also includes warning notifications reported by the vehicle systém. If the lessee fails to fulfill this obligation, the lessee is responsible for damages caused by this and loses the claims that he had due to impossibility or limited possibility to use the vehicle for defects. The cost of repair belongs to the lessor, except where the need for repair arises as a result of misuse of the vehicle by the lessee or in violation with normal use or breach of the terms of the contract whether by the lessee or by people to whom the lessee has enable access.
* The lessee is responsible to the lessor for the destruction, loss, damage, spoilage of the vehicle or its equipment, which are not covered by the terms of the insurance contract, regardless the lessee´s fault but not at the fault of the lessor. The lessee must not change data or interfere in the odometer. The lessor is responsible to the lessee for direct and indirect damages and loss of profit that has arisen to the lessee or other people by using the vehicle, interrupting its use or removing it, only if these situations were caused by omitting the lessor´s obligation emerging from this contract or terms.
* The lessee is obliged to check the condition of vehicle´s operational fillings (completely windshield washer fluid and refill other fillings) and to keep them at their prescribed levels at his own expense. The lessee is not entitled to carry out any repairs or servicing on the vehicle nor he is entitled to assign the repair or servicing to the third party. All repairs and servicing of the vehicle will be carried out by the lessor at his place of business in Rozvadov 278. The lessee undertakes to deliver the vehicle properly and on time for repairs and servicing to the lessor´s place of business. The lessee is obliged to pay rent even at the time when he can not use the vehicle for any reasons standing on his side, even if the vehicle has been damaged, destroyed and the insurance company has not yet pronounced the total amount of damage to the vehicle or during the theft when police have not yet stated the theft of the vehicle or have not finished or suspended (delayed) the search for the stolen vehicle, unless the contracting parties agree otherwise. In case of damage to the car that will be paid by the liquid insurance company, the lessee pays complicity (up to CZK 100.000,- of damage pays CZK 10.000,- and over the CZK 100.000,- of damage pays at least 10 %). In other cases (fouling the seats, torn upholstery etc.) not covered by the liquid insurance company, the lessee must pay the full amount.
* When renting a car, the lessor is entitled to require a refundable deposit (caution money) from the lessee as a guarantee for any obligations arising from the rent of the vehicle by the lessee. The amount of the deposit is determined according to the current price of the specific subject of the lease. The refundable deposit will be paid before the vehicle is handed over to the lessee and afterwards settled after the vehicle is returned to the lessor. For putting down a deposit, the obligation of the lessee to pay the rent is not affected. The lessor is entitled towards the made deposit to take all the lessee´s debt into account which are resulting from the concluded contract (eg. unpaid rent, damages, not refueling, additional mileage over the daily or monhly mileage limits, car wash etc.).
* The lessor is entitled to check the condition, placing and the way of using the vehicle at any time, even without prior notice of inspection. The lessee grants the permission to the lessor to access the vehicle in order to check the condition, placing and the way of using the vehicle.
* The contract for the vehicle lease may be prematurely terminated by a bilateral agreement between the lessee and the lessor. The lessor is entitled to terminate the contract if the lessee has seriously or repeatedly breached or violated the terms of the contract or these terms and conditions. The lessee´s delay in making any payment is considered as a serious breach of the contract. The contract is prematurely terminated on the date of the force of the cancellation. The cancellation is effective upon delivery or handover to the lessee. If the cancellation is delivered and handed over on different days, it becomes effective on the day that comes first. If it is not possible to deliver or handover the cancellation to the lessee´s last address which was announced in writing, it is agreed that it was delivered on the fifth working day after posting.
* The lessee undertakes to ensure that the use of leased vehicles respects the obligations of the driver and traffic regulations laid down by Act No.361/2000 Coll. on traffic, alternatively other obligations relating from the use of the vehicle. The lessee is obliged to notify the lessor, who is the vehicle operator, about the identity of the driver who has committed the breach of the driver´s obligations or traffic regulations in the sense of Section 125 f of the Road Traffic Act. Otherwise, the lessee is responsible to the lessor for the damage. The damage is perceived in particular as the fine imposed to the lessor, who is the operator of the vehicle, for an administrative offence according to the Section 125 f of the Road Traffic Act. The lessee pays all fines imposed by the competent authorities of police or civil service in connection with the use of the vehicle outside the relevant regulations. In such case when the lessor is fined as the vehicle operator, he is entitled to charge the lessee for the costs spent for the fine and also for any potential proceedings in front of the competent authorities.
* The handover certificate serves both for taking over the vehicle and also returning the vehicle. After formation and signing the handover certificate, the lessor is entitled to claim only hidden deffects of vehicle. For leases shorter than one month, the lessee is obliged to inform the lessor about the return of the vehicle one working day in advance. If the lessee does not return the vehicle on the termination day of the lease, the lessor is entitled to take over the vehicle on his own, in the places where the vehicle will be located. All the lessor´s costs related to the removal of the vehicle (including any costs paid by the lessor for the recovery agency) are proceeded to the lessee and the lessor has the right to claim all the costs towards the lessee.
* The lessee is obliged to pay the below mentioned costs to the lessor, for repairs or contractual fines for each individual damage of the car: a) burnt seats and/or other interior parts: CZK 10.000,-; b) permanent fouling/damage of the seats: CZK 10.000,-; c) metal disc damage: CZK 2.000,-; d) irreparable damage of the disc made from light alloy: depends on the type of the vehicle; e) damage of the hubcap: CZK 500,-; f) smoking in the vehicle: CZK 1.000,-. In case of loss of the vehicle´s accessories and components (eg certificate of roadworthiness, cerificate of compulsory insurance, damage or the loss of the licence plate etc.) the lessee will be charged a contractual fine in the amount of CZK 2.000,-. In case of loss of the car key, the lessee will be charged the contractual fine in the amount of CZK 5.000,-. The lessor´s claim to compensation for damage is not affected by the adjustment of this contract.
* The contracting parties declare that they have read and understood the content of these terms and conditions and it is a manifest of their free and serious will. The contracting parties further declare that they did not conclude these terms and conditions in stringency and under markedly disadvantageous conditions.

In Rozvadov on………………………………..

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Client´s signature