

### Smlouva o nájmu dopravního prostředku / Rent car agreement

(podle § 630 a násl. Obchodního zákoníku).

V souladu s touto smlouvou, podepsanou v Praze dne [ ] 20\_\_ v [ ] hod., firma Continental CRC s.r.o. dále «pronajímátele» předává a [ ] občanský průkaz/pas [ ], datum narození [ ], řidičský průkaz [ ], občan [ ], (dále jen «nájemce») dostává do nájmu (dočasného užívání) od okamžiku podepsání smlouvy do dne [ ] 20\_\_ [ ] hodin vozidlo značky [ ] SPZ [ ]. Druhý nájemce [ ]

Nájemce má právo používat auto na území těchto států: [ ]

Místo vrácení automobilu [ ]. Místo pobytu nájemce, adresa, telefon : [ ]

[ ] . Deposit [ ]

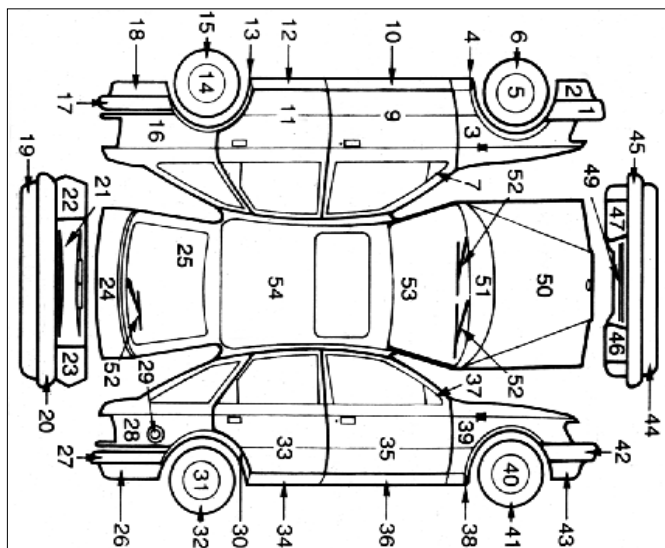
Výpočet nájmného:

	Vrácení		Celkem:
Cena, (CZK)			

### Předávací protokol / Control protocol

(tento protokol je nedílnou součástí smlouvy o nájmu dopravního prostředku )

Veškeré vnější a vnitřní poškození automobilu k okamžiku převzetí automobilu Nájemcem je uvedeno v tabulce.



Poškození	Číslo poškozených součástí
škrábnutí	
trhlina	
otvor	
skvrna	
promáčknutí	
jiné	

Nájemce převzal spolu s automobilem technický průkaz, klíč od automobilu, magnetofon a snímávací panel, rezervní kolo, havarijní výstražný trojúhelník, lékárničku.

Já, Nájemce, srozuměn se smlouvou o nájmu dopravního prostředku, podmínkami nájmní smlouvy a přebírám automobil od pronajímatele ve stavu uvedeném v předávacím protokolu.

Me the leaser, agree with all agreement conditions of automobile rent and received from the lessor the car in the condition mentioned in the control protocol.

Nájemce / Leaser

Pronajímátele / Lessor

### Záznam o vrácení vozidla / Confirmation about automobile return

Podepsáním tohoto záznamu strany potvrzují, že nájemce vrátil pronajímátele vozidlo v dobrém technickém stavu, a to na místě a v době sjednané na základě této smlouvy.

The automobile is returned in technically correct condition.

The lessor has no complains to the leaser.

Pronajímátele / Lessor

## **Terms of the contract about the lease of the automobile**

### **1. Subject of the lease**

Minimum period of the lease is 24 hours. The leaser should have age not less than 20 years, driver's license valid in Czech Republic, experience of driving of the automobile of the given category should be not less than one year. If in the agreement two leasers are mentioned, they both bear before the lessor the responsibility. The leaser agrees that his data will be in the database of the lessor. The lease agreement acts from the moment of its signing by the parties up to the moment of return of the automobile to the lessor, realization of all calculations between the parties and signing of the second part of the control protocol of return of the automobile, which is an integral part of the agreement. The oral contracts have no legal force. Any changes of the agreement are real only in written form. The specification of the automobile, validity of the contract, scale of rent and technical certificate of automobile is on the front page of the given agreement.

### **2. Cost of the lease of the automobile and order of payment**

The cost of the lease is established according to applicable fares. The price for hire and deposit for the term of the lease is paid by the leaser at the moment of a signing the treaty. The deposit returns to the leaser after acceptance of the automobile and signing the control protocol. At return by the leaser of the automobile before term indicated in the agreement, the payment for the stayed period of the lease does not return.

### **3. Te of the lease, obtaining and return of the automobile**

The agreement should be signed for definite period. The loyal relationships between the parties finish by a completion date of the agreement. The extension of the agreement should be done in written (facsimile) application of the leaser and confirmation of this application by the lessor. In this case fare of the lease and insurance remain the same. In case if the leaser has not returned the automobile to the lessor in time (was late with return more than for one hour), he is obliged to pay following days of the lease up to the moment of return and fine at a rate of 1000, - CZK for each day of delay. The lessor has the right to declare to the police of Czech Republic about unauthorized usage (stealing) of the automobile by the leaser. The lessor is obliged to return the automobile to the leaser in good technical condition, in a place and in time indicated in the agreement, with a full tank of fuel, keys, tape unit and all necessary documents (technical license, insurance card). Used fuel - petrol Natural 95 or, Diesel fuel for Minibuses.

Before returning the automobile the leaser should check the condition of the automobile and fuel amount. All possible damages will be written in the protocol that is an integral part of the agreement. The leaser is obliged to return the automobile in the same condition and complete set and full tank. The missing fuel the leaser is obliged to pay at the rate of 40,- CZK per liter and the fine for the not filled up automobile at a rate of 500, - CZK. The leaser is obliged to keep the interior of the automobile clean. In case of excessive contamination of the interior (for example spots of food or drinks on a lining of cabin) the leaser is obliged to pay the dry cleaning at a rate of 2000, - CZK. The automobile is deemed accepted by the leaser after signing of the second part of the control protocol. In case of default of this condition, the automobile is not considered returned to the lessor with all flowing out from here consequences. The leaser continues to pay the cost of hire. The leaser should pay all damages found in the automobile. Return of the automobile outside the main office of the company (Revolucni, 24 Prague 1) is for extra charge and is mentioned in the agreement.

### **4. Rights and responsibilities of the parties**

To drive the automobile may only the persons written in the agreement. The leaser should use the automobile only on direct assigning, abide rules of road motion, customs rules, other rules and law. The leaser should use the automobile according to the instructions and standards of the given automobile and take care about it.

The leaser should do his best to protect the automobile from stealing, traffic accidents or damage as a result of driving the automobile by somebody else not mentioned in the agreement. The leaser has no right to leave the automobile open at parking place, to leave keys, documents or panel from the tape unit in the parked automobile, to transmit the automobile to the persons that are not mentioned in the agreement, to use the leased automobile for an auto racing, teaching driving or carrying heavy weights, to use the automobile as a taxi or for country trips, to drive the automobile to the countries prohibited by the insurance company or lessor. Also the leaser has no right to drive the automobile under alcohol or under effects of drugs and medicals that decrease the reaction and attention and to give the automobile to the persons alike.

The leaser should immediately inform the lessor about technical damages that need immediate repair that appeared during the period of renting. In case of breaking this condition the leaser bears the full responsibility for all damages that have appeared in this connection (driving at a burning control lamp of oil pressure, driving on the dropped wheels etc.).

### **5. Driving outside Czech Republic**

In the leased automobile is strictly forbidden to cross the borders of the following countries: Ukraine, Belarus, Romania, Bulgaria, the countries of former Yugoslavia (exclude Croatia and Slovenia). The crossing borders of Germany, Austria, Slovakia, Slovenia, Hungary, Poland and Croatia is permissible in condition if the country is introduced in the agreement. If the agreement allows to leave Czech Republic, the lessor has the right to demand from the leaser deposit at a rate of up to 30 000, - Czech crowns.

### **6. The responsibility for damage and insurance of a subject of the lease**

The lessor guarantees that the leased automobile is insured. The responsibility of the leaser (franchise) for damage under the personal guilt or as a result of driving the automobile by the person not mentioned in the agreement is limited up to 400, - EUR (10 000, - Czech crowns). This responsibility is diffused in case of stealing of the automobile, traffic accident or vandalism. The given limit is not diffused to damage of the cabin interior, undercarriage, windscreen, damage of wheels and disks. The leaser bears the full responsibility for damage that has taken place due to violation of the agreement by him. Luggage and the personal belongings cannot be insured. The fines for violations of the traffic rules during period of rent and also the losses due to the lost of the documents, keys or tools which are included in a complete set of the automobile are paid by the leaser.

### **7. Regulations in case of emergency**

In a case of traffic accidents, stealing or damage of the automobile, the leaser is obliged immediately to inform the lessor about incident. Afterwards it is necessary to call the police, to record the data of all participants of the accident including witnesses and license plates of all automobiles and participants of the traffic accident. If the leased automobile is not capable to be driven, the leaser should bring it away from the road. The leaser is also obliged to give to the lessor the police protocol immediately, the keys and documents from the automobile. The leaser pays any damage of the automobile that is not registered by the police of Czech Republic. In case when the insurance does not cover established damage the leaser pays it. The insurance is not diffused to the damage that has arisen as a result of driving the automobile under alcoholic or drug drunkenness or under medicals that reduce reaction and attention. The leaser is obliged to present the police and lessor the full information about incident and give support.

### **8. Final conditions.**

The given agreement is compounded in English in two copies, one copy for each party. In doubtful cases or process at court, both sides are obliged to be guided by the Czech version of the agreement. All agreement quarrels should take place at Prague court according to the present laws of Czech Republic.