

## MOTORBIKE RENTAL AGREEMENT

At ..... today on ....., the following parties, on the one hand **KOUROUGIANNIS ANTONIOS, son of ATHANASIOS**, that owns a business with headquarters in N. Karvali, Kavala, postal code 64004 with T.I.N. 177360188 and registration number in the General Commercial Registry (G.E.MI.):161913830000, Tax Office of Kavala (hereinafter called "**the Lessor/the Owner**") and on the other hand, the renter ..... with ID number ....., that lives/is temporarily staying at .....address ..... number..... telephone: ..... (hereinafter called "**the renter**"), hereinafter collectively referred to as "**the contracting parties**" or "**the parties**", with the present motorbike rental agreement (hereinafter "**the agreement**"), agree, covenant and mutually accept the following:

### 1. Objective

By means of the present agreement, the Owner puts at the renter's disposal a motorbike brand ....., model ..... color..... cubic capacity of the engine..... with license plate....., owned, possessed and occupied by the owner with the proper equipment, keys, helmet and generally the equipment required by the law (hereinafter "**the Vehicle**") exclusively by the terms and conditions of the present. In case that the renters of the motorbike are more than one person or entity, each shall be jointly and severally liable for the obligations to the owner.

### 2. Duration of the rental agreement

**2.1** The agreed rental agreement commences on the date of the signing the agreement and specifically from ..... and time ..... until ..... and time.....

**2.2** Upon expiration and at that date and time, the Renter is obliged to deliver the Motorcycle to the Owner at the specific date and address that he/she picked the vehicle up or where the owner indicated.

**2.3** Minimum duration of rent is considered 24 hours (one day).

### 3. Rental payment

**3.1** The rent of the above vehicle, which is agreed between the two parties, fully corresponds to its rental value, it is appropriate and fair and it amounts to..... euro, including VAT per 24-hour-time period, and in total for the whole duration of rental period, it amounts to .....euro.

**3.2** The price for every additional kilometer, over .....klms amounts to..... euro/per kilometer. The calculation of the kilometers done by the renter will be done simultaneously with the return of the vehicle, when the check and

the payment clearance will also take place. In case that there is an exceedance of the kilometers done by the renter, the latter is obliged to pay off the additional charge the day that he/she returns the vehicle.

**3.3** The total price of the agreed rent, for the whole rental period is paid in advance to the owner at the beginning of the rental period with the pickup of the vehicle.

**3.4** The abovementioned rent does not include any amount or expense not expressly included herein and which is entirely borne by the renter (for example fuels, tolls).

**3.5** The rent of the motorcycle was paid in cash/by credit card/by deposit to a bank account/other .....

#### **4. INSURANCE COVERAGE**

By the owner's diligence and responsibility, the vehicle is insured within Greek territory, according to the Greek statutory legislation for all damages that are explicitly mentioned below, in an insurance company of Owner's choice.

Specifically, the vehicle is insured as follows:

- Civil liability for third parties' bodily injuries per victim
- Civil liability for third parties' material damages per event
- Civil liability for material damages by an uninsured vehicle
- Civil liability for compensation of material damages of an insured car in the event of an accident with exclusive liability of a third's known car.
- Extension of civil liability for material damages between vehicles of same owner
- Legal aid and roadside assistance

#### **5. Pickup and delivery of the vehicle**

**5.1** The vehicle was picked up today with the signing of the present agreement from the owner to the renter in excellent condition and free of defect or any other flaws that renders the vehicle unsuitable for the use that the renter wishes for. The vehicle was picked up with full fuels/  $\frac{3}{4}$  /  $\frac{1}{2}$  /  $\frac{1}{4}$  .The renter carefully checked the vehicle, made a test drive and after finding it to his/her absolute liking, he/she picked it up unreservedly.

**5.2** The renter is obliged to deliver the car to the owner with the vehicle's registration and all relevant documents, at the condition which he/she picked it up and with the same fuel quantity that the car had had when the car was picked up by the renter.

**5.3** The pickup as well as the delivery of the vehicle takes place at the headquarters of the Owner or in any other place, indicated by the Owner when signing the present rental agreement.

**5.4** The place of the vehicle's pickup is ..... and  
the place of the vehicle's delivery is .....

5.5 The parties agreed a charge of ..... euro for the pickup and delivery of the vehicle.

## **6. Guarantee fee**

6.1 The renter pays to the owner as a performance guarantee the amount of ..... euro, according to the vehicle's category. The owner withholds the amount of the guarantee throughout the duration of the present rental period, the amount of the guarantee is not offset with any due rents and is returned interest-free to the Renter at the end of this agreement upon delivery of the vehicle to the Owner and under the condition that the renter has fulfilled all by the present mentioned obligations.

6.2 The guarantee fee was paid in cash/by credit card/by deposit to a bank account/other .....

## **7. Fuel Policy**

7.1 The cost of fuels is solely borne by the renter.

7.2 Upon the end of the agreement, the renter is obliged to deliver the vehicle with the corresponding fuel contained at the fuel tank as when picked up when signing the rental agreement.

7.3 In case that the vehicle is delivered with less fuel in the tank than when picked up, the renter will bear the cost of the difference in the fuel tank. No compensation is provided for the renter that delivers the vehicle with more fuel content than when picked up.

## **8. Renter's obligations**

8.1 The renter is obliged to show the due diligence and mindfulness when driving and using the vehicle, to check diligently the vehicle's mechanical condition, the oil tank, the tires etc., to show diligence and take every necessary measure in order to make sure its orderly and normal function while it is necessary for the renter to ride the vehicle according to the basic rules of driving and adhere to the Highway Code and relevant legislation.

8.2 The renter is obliged to inform at once the owner for impairment to the value, usefulness, mechanical condition or damage of the vehicle that may arise throughout the rental period while he/she is responsible for every compensation of the owner, caused by the delayed update or failing to do so.

## **9. Fines/administrative sanctions**

All kinds of fines, tickets and administrative sanctions, related to driver's conduct are born solely by the renter.

## **10. Loss, damage or theft of the vehicle**

**10.1.** The renter is obliged to fully compensate the owner for any damage that may be caused to the vehicle, at any point during the rental period by any cause, even when he/she has paid a guarantee fee for the rental agreement. Also, in the event of loss/theft of the vehicle, the renter is obliged to compensate the owner with the amount of the vehicle's total commercial value.

**10.2** The full cost of repairing the damages to the vehicle or to third parties by causes that the renter was held responsible and (cumulatively) there was no obligation for insurance coverage by the owner according to the terms and conditions of the present and the Greek legislation is born by the renter.

### **11. Travelling by ship/travelling abroad**

**11.1** In order to load the vehicle onto a ship, the owner's prior written consent is necessary.

**11.2** The renter can use the vehicle only within Greek territory, unless both parties agree otherwise.

### **12. BREACH OF THE TERMS OF THE AGREEMENT**

**12.1** In case when the renter violates or attempts to violate any of the obligations hereunder or in case the information he/she has provided for are incorrect, the owner, at his absolute discretion, has the right to ask for total compliance with the present agreement, demanding full compensation for every incidental and consequential damage, or to terminate the present agreement.

**12.2** In case of termination of the present agreement, the owner has the right to exercise all rights regarding ownership and possession.

### **13. Termination of the agreement**

**13.1** The owner has the absolute right to terminate whenever he wishes the agreement partially or completely, without specific cause.

**13.2** The owner has the right to terminate the present agreement immediately for serious cause. For purposes of this agreement, serious cause will have the meaning of any breach of a provision of this agreement by the renter. In case of termination, the owner has the right to make claims for compensation for every incidental and consequential damage. The end of the rental agreement follows automatically the termination of the agreement.

### **14. Right of subrogation**

**14.1** Upon written notice, the owner, at his sole discretion, has the right to indicate any other third natural or legal person to subrogate all his rights and obligations, arising from the present agreement.

**14.2** The renter is not entitled to assign any of his/her rights or obligations arising from this agreement.

### **15. Limitation of Liability**

The owner is only liable for wilful misconduct or gross negligence. In all other cases (including slight negligence, unforeseeable events or force majeure), the owner cannot be held responsible and none claim can be filed against him.

### **16. Ownership of the vehicle**

The owner has the exclusive and undisputed ownership and possession of the vehicle throughout the rental period. The renter has the right to simply use and possess the vehicle and he/she is obliged not to take actions or allow third parties to take actions that would infringe or endanger the owner's rights to the vehicle and in particular, not to sell, sublet or otherwise grant use of the vehicle without the written consent of the owner.

### **17. Miscellaneous**

**17.1** All the terms herein are considered essential.

**17.2** The present agreement constitutes the full and exclusive agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written.

**17.3** Any change to the terms of this agreement will be made in writing and will be evidenced in writing, excluding any other means of proof.

**17.4** At is expressly agreed that for any dispute arising out of the present, the courts of Kavala are competent.

**17.5** This agreement shall be exclusively governed by Greek Law.

**17.6** The Greek language version of this agreement, which was taken into account by the renter, shall be controlling in all respects and shall prevail in case of any inconsistencies with this translated version of the agreement, if any.

In witness whereof, the parties compose and sign the present agreement, as hereunder.

**The owner**

**The Renter**