

LEASE CONTRACT

between the partners **Suwenor Kft. Budapest, 1184. Jegenye fasor 15/A.**), as Lessor, on the one hand, and

Name/company Home address/headquarter Identity card number

as Lessee, on the other hand, on the signed place and day.

The Lessor lets, the Lessee rents the following car and the belonging parts for use and furnishings. The **Handling over Protocol**, which is a supplement of this Contract, filled in at the handling over the rented devices, contains the exact description of the rented devices, the list of the accessories, the technical conditions, the read of the mile meter.

The **Calculation Sheet**, which is a supplement of this Contract, includes the rent, the payment in advance, the amount of caution money, as well as the method of calculation. **The Lessee paid at the same time with the signing of this Contract an amount of HUF, say HUF as payment / caution, which amount is recognized by the Lessor with the signing of this Contract.**

Because the composition of our car fleet can change during the season, we can only guarantee that we assure you a car in the same category with the same number of berths.

The data of the let out car are

Type Registration number Number of berths
or any similar car in the same category.

The let out car may be driven **exclusively** by the following listed persons:

Name Identity card number Number of driving licence Mobile phone number

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Lessee declares in aware of his responsibility that the listed persons have valid driving licences for driving the given car and they have a driving practice of minimum two years.

*The destination of the let out car, and the list of the **exclusively** related countries during the journey: -*

The number of travelling persons in the car: - persons

Lessor agree to drive the let out car out of Hungary during the Contract, and to drive it in the above listed countries. Lessor permits to cross the border: -

Beginning point of time of the rent:

2020.

Date

Point of time

Final point of time of the rent:

2020.

Date

Point of time

The point of time of bringing back to Budapest Jegenye fasor 15/a. is: 2020. 01. 07. 16h

Lessee is obliged to get to perform the **revision of the car** (obligatory service) at the mile meter reading given in the manual at the Lessors expense (after returning Lessor pays the costs against bill).

The Lessee is responsible for the damages on the car, its parts, and accessories respectively occurred between the handling over and giving back (to the Lessor). The Lessee is not responsible for the damages of the car in case and in so far as if the damage occurred by an external person with his – evidently - guilty behaviour (thus not the Lessee and not a person who was staying in the car or near the car with the permission of the Lessee).

The responsibility of the Lessee is usually valid to the height of the amount of caution.

But the Lessee is responsible for the total damage in the following cases:

a) The Lessee is responsible for the total damage, if the damage occurred because the Lessee

- used the car not properly,
- operated the car careless, unprofessional, or overloaded it,
- used not properly fuel to the car, or operated it with not enough engine-oil,
- left any keys, traffic permit, or an official paper which is suitable to prove the ownership or utilization right,
- left the car to oneself, did not take care of proper storage, necessary protection, safe parking,
- left the height restriction out of consideration.

b) The Lessee has also full responsibility in case of missing car spare parts and accessories, equipment and operational devices.

c) The responsibility of the Lessee is for the total amount of the damage in case of roof, pneumatic tyre, wheels, bottom plate and for the parts under this, damage of the outside mirrors, antenna and the inside area.

The Lessee and the diving persons of the car agree with the copying of their identity card and/or passport, as well as of their driving licence, further that the Lessor gives this copies – if necessary - to the competent authorities.

The detailed conditions of the Contract are included in the GENERAL RENTAL CONDITIONS, which can be found on the backside of this Contract. Lessee declares that he knows the general rental conditions, and he accepts them as obligatory for himself. After reading and understanding Partners signed the Contract according to their free will.

Budapest, 2020.

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Lessor

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Lessee

GENERAL RENTAL CONDITIONS

1. Lessee shall comply with all internal and foreign laws, official rules, rules of the road, and he has full responsibility for them.
2. Lessee shall use, treat and protect the car and its accessories with adequate care according to the instructions for use. He has full financial responsibility for all arisen damages in case of non-complying of them. Lessee shall carefully handle the given documents, protect against damage. Lessee shall protect the car in his possession and use with all the available means against stealing, thus it should be closed in case of out of use, no valuable objects should be kept in it at visible places, if possible the car should be parked at guarded or closed place, and, at any case, leaving it alone a high caution shall be given.
3. It is prohibited
 - to let out, to give in use the car for third person, to let to drive the car by persons not listed in the Lease Contract,
 - to operate the car careless or inexpertly, or to overload it,
 - to use non-adequate fuel in it,
 - to operate it with motor oil of insufficient amount,
 - to use it for transport of strange persons or goods,
 - to use it for transport of domestic animals,
 - to use it for car rally, or for preparation for it,
 - to use it for pulling other vehicles,
 - to use it in case of frozen in coolant or flowed away lubricating oils,
 - to drive under the effect or after consumption of alcohol, medicine or narcotics.
4. Lessor takes to Lessee no responsibility for the values (money, valuables etc.) and objects left in the car. Lessor is also not responsible for the direct or indirect damages to the Lessee which are arisen out of the breakdown of the car.
5. The Lease Contract comes into existence according to the tariff given in the Calculation Sheet. The other material expenditures above the tariffs according to the scale of charges (e.g. parking, ferry, toll etc.) load the Lessee. Lessee is obliged at the signing the Contract to pay a caution defined in the Calculation Sheet, which gives a security to Lessor against possible damages caused by Lessee. The caution will be paid back at the end of leasing, deducted the amount of damages possibly caused by Lessee. Lessor is not obliged to pay back the caution until a pending matter exists related to the compensation. Lessor is not obliged to pay interests after the caution. The amount above the payment in advance should be paid not later than one month before the journey. In case of waiving the journey Lessee gets back 50 % of his payments until now.
6. The tariff includes the
 - charges for the liability insurance,
 - costs for repair (except the punctures), maintenances and the refuelling of lubricants.All other expenses arising during the leasing load Lessee.
7. Lessee shall give back the car before the final date – in the absence of an other agreement – in the usual business hours, at the giving down place (see point 11) – taking into consideration the normal using up – in the same conditions as at the receipt. If Lessee used the car in a non-proper way, or it is in much polluted condition, the damages and the costs arising out of this shall be refunded by Lessee. If Lessee gives back the car to Lessor after the final date, then Lessor shall pay for every late begun 12 hours a charge of one day. If Lessor can't give over the car for any reason at the beginning time, then he shall pay Lessee for the delay compensation equal to the charge for the delayed time and smart-money of 5 000 HUF. If the delay exceeds two days, then Lessor can waive from the Lease Contract, he gets back the full paid charge and he has right for a further amount of 2 days charge and 10 000 HUF smart money. If Lessor has a delay, Lessee has against Lessor no right for compensation or other claim over the ones written above. In case of external circumstances that can't be brought up against Lessor (especially in case of stealing, accident or delayed giving back by the lessee before of the agreed car), Lessor has the right to give over Lessee a car of the same category and the same technical conditions instead of the original one. If the Lessee does not accept the spare car, can cancel the travel, in this case the content of the point 5 of the Contract is valid. If the Lessee gives back the car to the Lessor before the time defined in the Contract, the Lessor has against the Lessee for the time between the giving back and the final time defined in the Contract no repaying obligations.
8. If Lessee wants to use the car after the final date then he shall announce it Lessor latest 24 hours before. Lessor is not obliged to prolong the Contract. At the break of the Contract by Lessee, Lessor has the right to cancel it with immediate effect and to take back the car from Lessee. Partners fix down, that if Lessee doesn't give back the car used by him 48 hours after the expiration of the Lease Contract, or doesn't prolong it, or doesn't give an excuse for being late, so Lessor can suppose, that Lessee has illegal misappropriated the car, thus Lessor has the right to inform the police against Lessee or to issue a warrant for the car. Lessor can take the same measures if other circumstances establish the above supposes.
9. In the absence of another agreement the place of give over or back the cars is: Budapest, XVIII. Jegenye fasor 15/A, Lessors office.
10. At the km-value given in the column "Obligatory service-km" of the Handling over Protocol Lessee shall get one of the brand services according to the type of the car to hold a technical review. The bill containing also the reading of the km-counter and the VAT should be given down at the office of the Lessor; Lessor refunds the justified costs of the technical review. If the review will be done later or omitted, Lessee shall pay after 100 km but not higher than 500 km exceed 10000 HUF to Lessor, and at every further begun 100 km further 1000 HUF. At every 2000 km Lessee is obliged to control the level of the motor oil, if necessary to fill it up.
11. In case of technical a breakdown Lessee can go to the next brand service, where he can get the car repaired without the permission of Lessor and at his expense up to an amount of 10 000 HUF. At an irreparable breakdown, accident or a repair with high amount of money Lessee is obliged to contact Lessor immediately, at the phone number: **+36 20 343-1561**. The expenses, plus expenses, loss of guarantee out of the omit of it, or an arbitrary servicing, or the not in brand service done repairs charge the Lessee.
12. In case of a technical breakdown Lessor gives a spare car if the car can not repaired in 2 workdays after the arriving at the service and the establishing of the defect. But if the car had the breakdown because of the responsibility of Lessee the service the costs of the transport of the spare car and the send home of the original (the broken down) car and repairing load the Lessee.
13. In case of a repair according to the point below, Lessee shall ask for the changed part, preserve it and at the latest give it to Lessor at the giving down of the car. Failing this Lessee will be charged with the costs of repair.
14. In case of an accident with personal injury or material damage Lessee shall ask for the measures of the police, or in case of break open, damage, stealing the car, he shall inform the police and shall give down the documents about it (protocol, credentials etc.) in the office of Lessor. In the case of an accident Lessee shall proceed carefully, do his best for clearing the matter, collect all the possible data of the participants in the accident (e.g. registration number of the other vehicle, name, address of the owner/driver, block-plan, possibly photo). Lessee has no right to enter into an agreement; he must not declare anything against the interests of Lessor, except of during the local inspection by the police possibly the admission of his own personally responsibility.
15. Every road event in connection with the car – especially which can hinder or impede the later rent – (bump, glass break, disappearance of the car etc.) shall be announced latest in 3 hours to the Lessor. In the case of an accident or breakdown Lessee is obliged on the base of a previous reconciliation – at the expense of Lessor - to put and guard the car on a secure place.
16. Lessee shall pay to Lessor for any payment delay an interest of annual 15 %.
17. Lessor and Lessee agree that Lessee shall pay the tax for company car – if there is any – according to the effective tax rules.
18. In issues, which are not regulated in the Contract the Civil Code is authoritative. In case of legal dispute Partners agree the exclusive authority of the local Court.
19. After reading and understanding Partners signed the Contract according to their free will and took over one copy each.
20. We have been informed about the extreme cold ad snowy weather conditions presently prevailing in Europe. Understanding the risks arising from this on European roads we declare that we rent the motorhome on our own risk, and we are liable for all damages and losses due to any accident to the motorhome even if it is caused directly or indirectly by the weather conditions.

Budapest, 2020.

a.harmath@lakoauto.hu

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Lessor

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Lessee