



Motorhome Rental Agreement

Lessor:

Michal Plechata
Calle Princesa Guayarmina nº 1
Las Caletillas – Candelaria
CP. 38.530, Santa Cruz de Tenerife
NIE: Z1976356-V
Tel./WhatsApp: +34 643 445 110 / +420 733 571 423
Email: booking@volcanocampers.com
Website: www.volcanocampers.com

Lessee:

Name:

Address:

Driver's License No.:

Vehicle license plate:

1. Subject of Rental

1.1. The Lessor of the motorhome, whose details are provided in the handover protocol, which forms an integral part of this agreement, undertakes to provide the motorhome to the Lessee for independent use, operation and driving at his/her own responsibility, cost and risk, under the terms set out in this agreement.

2. Rental Duration

2.1. The motorhome rental is agreed for a fixed period from to, i.e. days.

2.2. After the agreed term, as per Art. 2.1., the rental may only be extended by agreement of the parties. Mere failure to return the motorhome or payment of rent does not extend the rental term.

2.3. The return of the motorhome is agreed on at, hours.

2.4. If the Lessee exceeds the agreed return time without prior agreement with the Lessor, he/she shall pay, in addition to the amount corresponding to the daily rental fee under Art. 3.1 (not rent but compensation for damages), a contractual penalty of 400 € if the delay does not exceed 24 hours. If the delay exceeds 24 hours, the Lessee shall pay a contractual penalty of 400 € for each commenced 24 hours of delay and also the rental fee usual at that time.



3. Rental Fee

3.1. **Daily rental rate:** €.

3.2. **Total rental price:** €.

3.3. The rental fee and refundable deposit are payable in full no later than on the effective date of this agreement, upon signing together with the handover protocol.

3.4. If the rental is terminated early due to reasons on the part of the Lessee, this does not affect the agreed total rental price and the Lessee is obliged to pay the rental fee until the end of the originally agreed period. The Lessor is not obliged to refund the rent received.

3.5. If, as a result of an agreement, the rental period is extended, the difference in rent according to the actual number of rental days shall be payable on the day of the extension agreement.

4. Ownership

4.1. On the effective date of this agreement, the Lessee acquires the right to use the motorhome and all equipment, including accessories for the fixed term as per Art. 2.1.

4.2. The condition for transfer of the right of use is payment of the rental fee under Art. 3.1.

5. Other Provisions

5.1. The Lessee shall ensure that no damage occurs to the motorhome, follow the Lessor's instructions and use appliances in accordance with the user manuals provided in each motorhome.

5.2. The Lessee is not entitled to sublet the motorhome to a third party or use it for business purposes. In case of breach of this provision, the Lessor has the right to immediately terminate the contract and demand twice the total rental price as a contractual penalty. This penalty will be deducted from the refundable deposit.

5.3. Smoking, use of candles and similar flammable items is prohibited in the motorhome.

5.4. Use of a chemical toilet without the appropriate chemicals is prohibited.

5.5. If the motorhome or rented accessories are damaged and the Lessee does not restore them to their original condition on site, the full cost of repair carried out by an authorized service will be charged. In such case, the Lessor has the right to retain the refundable deposit, or part thereof, and use it to pay for the repair. If the deposit does not cover the repair costs, the Lessee undertakes to pay the outstanding costs within 30 days of receipt of the invoice. Any overpayment of the deposit will be refunded within 10 days after completion of the repair.

5.6. The Lessee is obliged to immediately report to the Lessor any damage, accident or incident occurring during the rental and ensure submission of necessary documents (photographic documentation, police report for insurance, etc.).

5.7. Comprehensive insurance is arranged with a deductible of €, which will be deducted from the refundable deposit in the event of a claim.



- 5.8. The Lessee shall promptly report defects and damage caused by normal wear and tear.
- 5.9. The Lessee is liable for damages not covered by the insurance in the event of his/her fault.
- 5.10. The Lessee is obliged to secure the motorhome against theft by locking the doors, service hatches and, in the event of a breakdown, not to leave the motorhome unattended.
- 5.11. The driver of the motorhome must hold a valid driving license of the appropriate category.
- 5.12. The maximum permitted speed when driving the motorhome is 110 km/h.
- 5.13. The Lessee is obliged to return the motorhome cleaned and tidied. Otherwise, a fee of 100 € will be charged; to empty and flush the chemical toilet cassette, otherwise a fee of 50 € will be charged; to empty the waste water tank (if the vehicle is equipped), otherwise a fee of 50 € will be charged. In case of heavy contamination of the interior (e.g. oil, paint, etc.), a fee of 1,000 € will be charged, which will be deducted from the refundable deposit.
- 5.14. The Lessor is obliged to provide the motorhome in good technical condition, equipped with accessories in accordance with applicable road traffic regulations, with valid documents.
- 5.15. In case of loss of documents or keys, a contractual penalty of 400 € will be charged, deducted from the refundable deposit.
- 5.16. The vehicle is monitored by GPS and the Lessee agrees to this.
- 5.17. The vehicle must not leave the borders of the EU and the Lessee agrees to this.
- 5.18. By paying the reservation fee, the Lessee agrees to the terms of the rental agreement.
- 5.19. In case of vehicle damage, the refundable deposit will not be returned until full settlement of the insurance claim.
- 5.20. Insurance does not cover damage to clutch components, brakes and tires. Such damage is covered by the refundable deposit.

In Santa Cruz de Tenerife, Las Caletillas, on

.....
Lessee

.....
Lessor