

VEHICLE RENTAL AGREEMENT

Entered into between Automobile-Rent Autókölcsonző és Szolgáltató Kft. (registered seat: 1029 Budapest, Temető u. 19., registration number: 01-09-865246, tax number: 13630418-2-41) as leaser (hereinafter: "Leaser") and

Name:..... (place of birth:, date of Birth:,
mother's maiden name:, ID Number:)
address: **phone Number:**
temporary address: **phone Number:**
residence: **phone Number:**
e-mail address:, **bank account number:**
as renter (hereinafter: "Renter") on the day set forth below, upon the following terms and conditions:

1. The Leaser leases and the Renter rents the vehicle being the property of the Leaser of brand _____, type _____, _____ chassis number, _____ motor number, _____ license plate number („subject of the rent”).

2. The accessories of the vehicle being subject of the rent are: spare wheel, lever, wheel key, obstruction marker, first aid box, radio-cassette player, antenna, car alarm.

The value of the vehicle being the object of the rent is HUF,- Ft, i.e. Forint.

The own contribution of the valid full coverage insurance on the vehicle is:..... % but at least HUF.....

The renter has taken over the vehicle in functional, tested, impeccable, clean state, filled up with motor oil and cooling liquid and with a valid technical certificate.

The position of the tachometer at pick up:....., at drop off:....., kilometers covered:

3. Name of the driver of the vehicle::,

place of birth:, date of birth:,

mother's maiden name:, ID number:.....,

driving license number:....., validity of driving license:,

address:, phone number:

4. The rental agreement is concluded for a definite term, as of

..... 200_ until..... 200_ , i.e. for..... days.

5. The rental fee is HUF..... /day, i.e..... Forint which shall be paid in advance by the Renter for the rental period. The rental fee for the period recorded under point 4 of the present has been paid simultaneously to signing of the contract. The parties declare that the daily rental fee has been established referring to a 200 km/day average covered distance. In so far as the Renter covers a longer distance than the one mentioned, an extra fee of 20,-Ft / km will be charged.

6. When signing the contract the Leaser has taken over HUF , i.e Forint as security deposit which shall be reimbursed to renter according to the conditions set out in the contract at the return of the subject of rent in the status of this being.

Place and Date:

Renter

Leaser

Előttünk, mint tanúk előtt:

1.) Name: _____ Date and Place of Birth: _____

ID Number: _____, Mother's maiden name: _____

Address: _____, Phone Number: _____

I certify the signatures of the contracting parties and I undertake payment guarantee for all the payment responsibilities of the Renter specified in the current contract.

2.) Name: _____

ID number: _____

Mother's maiden name: _____

Address: _____

Duty witness and payment guarantor

witness

The contracting parties have extended the term of the rental agreement under the above terms and conditions until 200_ , and the rental fee has been paid by the Renter for the extended period.

Place and Date:

Renter

Leaser

The contracting parties have extended the term of the rental agreement under the above terms and conditions until 200_ , and the rental fee has been paid by the Renter for the extended period.

Place and Date:

Renter

Leaser

The subject of rent has been returned by the Renter to the Leaser on 200_ . The damages of the subject of rent at return are:

The Renter has taken over the security deposit. The Renter undertakes to reimburse the possible penalties or justifiable costs which may occur in the future related to the use of the vehicle.

Place and Date:

Renter

Leaser

DETAILED TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

1. The rental agreement is valid for the period fixed in the agreement. The minimal rental period is 2 days, where one rental day means a 24 hour period. The Renter is entitled to extend the term of the rental agreement before the expiry date, however, he/she is obliged to pay the rental fee for the extended period on the expiry day at the latest. With the expiry of the rental period – in case it is not extended – the Renter is obliged to return the subject of rent to the Leaser in a functional status, filled up with motor oil and cooling liquid, clean, in a similar status to how it was at pick up. In the case of a delay in the return of more than 3 hours, a further 1 day rental fee will be charged.
2. The Renter is responsible for the status of the vehicle being subject of rent, and all its equipment and accessories. In the case the keys, registration certificate, license plate or any other official document of the vehicle representing the subject of rent are lost, stolen or damage is caused by illegal copying of the above, the Renter is obliged to notify the Leaser without delay and reimburse all damages and costs caused to the Leaser.
3. To assure the foolproof operation of the vehicle, the Renter is obliged to regularly check the cooling liquid, motor oil and brake liquid level, furthermore to notify the Leaser about any related irregularity without delay. Should any damage occur due to the omission of such inspections, the Renter is obliged to reimburse such damage to the Leaser.
4. During the use of the vehicle being the subject of rent the Renter is obliged to comply with all laws and authority regulations, especially those of the road code. Renter is fully responsible for the compliance with these regulations. The Renter is particularly not allowed to drive the vehicle under the influence of alcohol, medications or drugs, nor to pass the driving to a person being under such influence. Without the Leaser's previous written consent, the Renter is not entitled to leave the territory of Hungary with the vehicle representing the subject of rent. During the term of the contract the rent and the subject of rent cannot be passed to anyone else, cannot be transferred, alienated or burdened. The Renter is not entitled to use the vehicle at sport events or for testing purposes, nor for tract of other vehicles. Renter is not entitled to make copies of the vehicle's keys, to use the subject of rent as security, to hypothecate or sell it.
5. The violation of the above vehicle usage rules, furthermore giving false data is considered a heavy breach of the agreement and leads to immediate termination of the rental agreement, furthermore to prosecution and administrative action against the Renter. In such case Renter is obliged to refund all the involved damage costs, independent of the existence of the full coverage insurance. The Renter's responsibility extends to the actions or omissions of the person assigned by him/her.
6. During the term of the agreement the Renter is obliged to bear all the costs related to the use of the vehicle representing the subject of rent (especially the fuel costs, motorway road tax, parking fees, fees of eventual fouls, or further costs of this type). The Renter is obliged to hand over all the receipts of the payments related to the vehicle (motorway tax sticker and receipt, parking ticket, decree on foul related fine payment obligation and the receipt proving the payment, etc.) paid during the term of the agreement. The damages and costs caused by omission of the handover of such receipts are the responsibility of Renter. Should costs which refer to the agreement period emerge after the expiration of the term of the agreement, the Renter shall be obliged to refund these to the Leaser without delay, and bear all the related expenses and damages of the Leaser. In such cases the Renter is obliged to pay the Leaser a further administration fee of HUF 2,000 for every single authoritative or obligee's action.
7. In case of breakdown or damage the Renter is obliged to immediately notify the Leaser and return the subject of rent. Should the breakdown or damage be caused by abnormal use, or should the Renter have misled the Leaser regarding an essential fact, data or circumstance before the agreement was signed, in the case of a possible damage the Renter is obliged to refund the total costs of damage, regardless of the existence of full coverage insurance. In other cases the Renter is obliged to refund the costs not covered by the insurance (e.g. the own contribution). The Renter is obliged in all cases to pay the rental fee for the entire repair period and reimburse all the damages and costs of the Leaser. The compensation obligation of Renter refers fully to the inner roof, tyres, wheels, under-body, undercarriage, the parts under the threshold, the outer mirrors, the antenna, the inner room and trunk as well, regardless of the payment of the own contribution. The Leaser is not responsible for the damages affecting him by the possible breakdown of the vehicle. In case of breakdown, the repair of the vehicle can only be started with the permission of the Leaser. Furthermore the Renter is obliged to have the mender fill out a status form.
8. In case of accident or harm (theft, incursion, abuse, etc.) involving the vehicle representing the subject of rent the Renter is obliged to inform the Leaser without delay, request for police measures being taken, and hand over the proof of this to the Leaser. In all such cases the Renter is obliged to act with due care in order to clarify the case and to obtain the data (especially the license plate number(s) of the involved vehicle(s); name(s), address, phone number, insurance company of owner/driver/witness(es); scene plan; photography) of all the persons and the authorities involved, furthermore an accident report form filled out correctly. In the case of missing data or documents needed for the clarification, the Renter is obliged to refund the entire damage cost.
9. Should the vehicle representing the subject of the rent be confiscated in the course of the procedure of an authority, the Renter is obliged to notify the Leaser without delay. The costs of the Leaser arisen due to the procedure of the authority, as well as the costs and damages related to the confiscation shall be paid by the Renter.
10. The failure to notify the Leaser of the above situations is considered a heavy breach of contract and leads to immediate termination of the rental agreement and the full liability of the Renter.
11. Should the Renter not return the vehicle being the subject of rent within 24 hours following the expiry of the term of the rental agreement, Leaser is entitled to arrange for the transportation of the vehicle without further notice and even by use of self justice. The rental fees for the delay, the related late interest pursuant to the Civil Code as well as any other costs shall be born by the Renter. Should the Renter not return the vehicle and bring off the delay at the Leaser within 72 hours from the expiry of the agreement's term, or should any similar circumstance occur, the Leaser presumes that the Renter has committed embezzlement on the vehicle as described under section 317 of the Criminal Code, and is therefore entitled to initiate criminal prosecution against the Renter and have warrant of caption issued for the vehicle.
12. Should the subject of rent perish, get lost, get stolen, become unusable or is not returned for any reason, the Renter is obliged to refund the amount not covered by the insurance of the vehicle's value (e.g. own contribution, damages not covered by insurance), furthermore the rental fee for the period until the date of such payment. The Leaser shall take into calculation the amount of the security deposit when raising its claim based on the present agreement. Still, the Leaser will claim the reimbursement of its damages above this amount from the Renter as well. The Renter expressly entitles the Renter to validate all its claims based on the present contract – specified to the Renter in writing – via a collection set on the bank account of the Leaser specified above.
13. In the case the Renter is not a natural person, in the course of entering into the agreement it can only be represented by a person having an appropriate authorization (specimen signature). Should the person acting in the course of entering into the agreement not have an appropriate mandate from the organization indicated as renter, the responsibilities under the agreement oblige the natural person acting in the course of entering into the agreement.
14. The Leaser is entitled to use the data recorded in the agreement only for the implementation of the agreement or for own marketing purposes. In the case of breach of contract of the Renter (especially failure to return the vehicle, failure of payment etc.), the Leaser is entitled to pass the Renter's data to the competent authorities as well as to third parties.
15. For any questions not regulated in this rental agreement, the provisions of the Hungarian Civil Code shall apply.
16. The Renter declares that the stipulations of the agreement and the general terms and conditions are known to him/her, the Leaser has separately called his/her attention to the unusual conditions of the agreement, therefore he/she signs the present agreement.
17. Renter acknowledges, that he/she has full financial liability for the damages caused in the vehicle or to others caused with the vehicle. In case the insurer does not or only partially refund the costs to the Leaser due to causes imputable to the Renter, the Renter is obliged to compensate for the Leaser for the damages caused. The payment obligation is held even if the Renter has already held its obligations towards the aggrieved party. In such cases the sum of the security deposit can be withheld until the clarification of the case. The Renter is obliged to cooperate in good faith and hand over the relevant documentation in order to clarify the case. Fines or any other claims due to authority (parking) foul can be considered as damage.
18. The Parties primarily wish to settle their eventual legal disputes in the course of negotiations and out of court discussions. Should this not be successful, the Parties agree on the exclusive competence of the Central Court of Pest Districts or the Metropolitan Court.

Renter

witness/payment guarantor