



Offizieller Partner von
BMW Motorrad



Rental contract

Rental contract for a motorcycle

Name of tenant

and
Rent a Boxer GmbH
Schlehenweg 8
72525 Münsingen
- lessor –

§1 Vehicle data

(1) This contract governs the leasing of the vehicle
Type designation:

Power:

Agreed rental package:

Included in the rent special equipment:
see transfer protocol

(2) The condition of the motorcycle at the beginning of the lease is noted in the handover report. The transfer protocol will be attached to this contract.

§2 Handover, provision and return

(1) The vehicle shall be returned to the renter immediately before the rental date the company Rent-a-Boxer GmbH handed over. The transfer of the vehicle takes place against transfer protocol (Appendix 1). The lessor instructs the tenant in the technical operation and handling of the motorcycle.

(2) During the agreed rental period is the power of disposal exclusively with the tenant, unless otherwise stipulated in this contract becomes.

(3) The return takes place basically in the same place as the handover. Should If the return takes place at another location, this will be between tenant and lessor mutually agreed.

(4) The transfer and redemption times are in § 13 of this contract regulated.

§3 Handover and return

(1) A publication takes place only after presentation of the valid driving license and the Identity card. The lessor makes a copy of these documents, which be saved after the payment of the final bill. The sole purpose of this storage is the eventual pursuit of traffic violations, which the tenant to



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has responsibility.

(2) The vehicle is the tenant at the beginning of the lease in technically perfect Condition and cleaned passed. To the technically perfect condition also counts that tires and brake pads are still in front of the wear limit are located. Deviations must be noted in the handover report.

(3) The transfer of the vehicle is completed as soon as tenant and lessor signed the handover protocol and the motorcycle was handed over. Both contracting parties will receive a signed original copy of the transfer protocol.

(4) The vehicle is handed over to the lessor at the end of the lease "as usual". In case of excessive contamination (mud, coarse dirt, etc.) the lessor to clean the motorcycle a cleaning costs to charge a flat rate of 25 euros. The technical condition is in the takeback protocol described.

(5) In case of late return, the renter is liable for all, the resulting Cost factors, e.g. for costs arising from a connection rental arise. Additional costs for non-compliance with the return date flow with at least 100 euros per day in the final bill.

(6) The motorcycle is always handed over with a full fuel tank and is even in this state return. Will the tank not or only returned partially filled, the additional fuel costs flow in the amount of at least minimum 20 euros in the final bill.

(7) Handover and return protocol are part of this contract.

§4 Tax / insurance

(1) The lessor taxed and insured the vehicle as Selbstfahrervermietfahrzeug. The insurance includes liability insurance as well a vehicle insurance with EU-protection letter. The motorcycle is fully insured (1500 Euro self behalf). For damage to the vehicle, the regulation from §5 applies this contract.

(2) Does a renter cause damage through a traffic accident or collision with another vehicle of the company Rent-a-Boxer GmbH, so he has to take over the damage done for this. At the conclusion a comprehensive insurance is this type of damage involving the Excess covered.

§5 Maintenance and wear

(1) The tenant is responsible for the careful handling of the motorcycle.

(2) The lessor leaves the vehicle in a technically perfect condition. He ensures that the motorcycle is subject to regular technical maintenance and is handed over in a traffic-safe condition. On any technical defective (for example, handle heating) that does not make the traffic safe condition will be pointed out at handover and these will be in transfer protocol listed.

(3) The method of performing the maintenance is exclusively the responsibility of the lessor.

(4) Vehicle parts that are subject to wear and tear are covered by the lease (Tires, brake pads, etc.) Not included are defective parts subject to wear improper use. Tire damage always goes at the expense of the renter. The proper condition of the wearing parts will be documented at handover.

(5) The oil level of the motorcycle is determined upon delivery. During the Rental period, the tenant has the engine oil level regularly, at the latest every 1000th check kilometers and if necessary with the supplied oil too correct. The renter has the instructions given to him and observe the technical regulations of the manufacturer and check the tire pressure regularly during the ren-



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tal period.

(6) If wear occurs during the rental period, in particular a motor, clutch or gear damage, so this is only at the expense of tenant, if he is due to improper use or neglect of attributable to him (including oil level control). A motor or gear or clutch damage is immediately to the lessor report. The vehicle may no longer be operated in this case.

§6 Damages / interruption of the trip

(1) For damages incurred during the rental, in particular for accident damage or damage caused by falling over of the motorcycle and by improper use is liable to the renter. Damage incurred, the during the rental period, will be on the return policy listed. Will not be canceled between the contracting parties after withdrawal agreement is reached, so will the damages incurred during the rental period incurred by the tenant by an expert determined and charged.

(2) In any traffic accident, regardless of who caused the damage the local police are to be called in. This is especially true for traffic accidents abroad. A confession (written or oral) to causing the damage to other accident participants is without police accident recording not allowed.

(3) The lessor is at no time personally liable for damages caused the tenant.

(4) If during the rental period damage to the vehicle, the onward journey make impossible, the tenant may only after consultation and approval place a repair order with the lessor to a workshop. In the event of a puncture, the lessee is authorized, without consultation with the lessor to fix the damage. The same applies to the exchange of light bulbs. A liability or assumption of costs by the lessor is in excluded in these cases.

(5) The renter has the right to waive the elimination of damage and the vehicle with the damage at the end of the rental period or after to return the stipulation of § 16 to the lessor. In this case, grab the final bill provisions.

(6) For all damages that make a onward journey impossible on the part of the renter no costs for holiday or damages for the non-continuation of the holiday against the landlord asserted become.

(7) In case of interruption of travel, the landlord assumes only the costs that are covered by the insurance cover of the insurance. Any additional costs in connection with the return journey are to be borne by the renter himself.

§7 Property and rights of use / whereabouts of the papers

(1) During the rental period, the renter has the sole disposal and right of use over the vehicle.

(2) The renter receives the registration certificate part I during the rental period to hand over.

(3) The registration certificate part II (vehicle registration) remains with the landlord. Owner of the vehicle remains at all times the lessor.

§8 Unauthorized use

(1) The following uses of the vehicle are prohibited for the renter:

- Participation in motorsports events
- Vehicle tests
- Rides outside the EU



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- Resale or free transfer to third parties
- Off-road driving off paved roads and paths
- other uses that go beyond the intended use.

(2) In the case of submission to third parties, the renter is liable for all damages (also

Wear damage).

(3) For all damages caused by a physical defect in particular after the consumption of alcoholic beverages or other intoxicating agents or medications that affect your ability to drive the renter is fully liable. The vehicle may even after minor consumption of alcohol or other intoxicating means.

§9 Admission

(1) The registration of the motorcycle is the responsibility of the lessor. The lessor leaves the tenant the documents necessary for the admission (vehicle registration, international insurance card).

§10 Liability and warranty

(1) Liability of the Lessee:

The renter is liable in the event of theft, unless this is covered by the partial coverage insurance is covered and for all damages acc. § 6, during the rental period arise on the vehicle or caused by its operation. In disproportionately high tire wear due to improper use (such as "burn-outs"), the renter is liable for damages. In the event of damage to the vehicle, the renter is liable for actual or gem. Expert opinion, repair costs, recovery and repatriation costs (unless covered by a letter of protection), experts costs, technical and mercantile depreciation, loss of rental during the repair time or total loss for the replacement time; in case of theft for the replacement value. As a rental loss is a daily basic fee i.H.v. 100 euros to refund. The proof of lesser damage remains reserved to the renter. Provided to ascertain liability of the renter an insight into the police investigation files is required, claims for damages against the tenant until the inspection of the file deferred.

(2) Liability of the lessor:

The lessor is not liable during the rental period and after the rental period for bodily injury of the renter. A guarantee of the lessor from the maintenance work regulated in § 3 is excluded.

As far as claims for damages against the lessor - from which legal reason whatsoever - presuppose a fault, the following applies:

In case of intent or gross negligence or in case of violation of life, body or health, the lessor is liable to the statutory provisions. Otherwise, the lessor is only liable for breach of contract obligations (cardinal obligations) as well as default. The liability of lessor is then on the contract typical, predictable damage limited.

Exclusion and limitation of liability apply to the lessor even in the case of the fault of his vicarious agents. The legal burden of proof as well as the liability according to the product liability law will not be changed by this contract.

§11 Rental payment, security deposit and value plan

(1) The rental price and the permitted mileage are determined by the duration of the



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rental time dependent (see table). The rental period is at the conclusion of the contract established.

(2) The rental price is payable before handing over the motorcycle. It exists the possibility of debit card payment on the spot or the rental price must be before handover of the vehicle on the business account of the company Rent-a-Boxer GmbH credited. A cash payment of the rental price is only in exceptional cases possible (deposit in cash possible).

(3) Before renting a security deposit of 500 € by the renter to afford. This is due in cash upon receipt of the motorcycle, or must before transfer to the business account of the company Rent-a-Boxer GmbH be received.

(4) The rental cost and allowable kilometers for the vehicle referred to above are set as follows:

Prices R 1200 GS, air cooled, 98/105/110 hp

Useful time Permitted KM rental costs

Weekend 600 KM	189 Euro
1 week 1750 KM	459 euros
2 weeks 3500 KM	899 Euro
Each additional week	419 Euro (+1750 KM)

Extra KM	0,29 Euro
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Prices R 1200 GS LC, 125 hp

Useful time Permitted KM rental costs

Weekend 600 KM	258 Euro
1 week 1750 KM	699 Euro
2 weeks 3500 KM	1349 Euro
Each additional week	659 Eurp (+1750 KM)

Extra KM	0.39 Euro
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Prices R 1250 GS LC, 136 hp

Useful time Permitted KM rental costs

Weekend 600 KM	319 Euro
1 week 1750 KM	849 Euro
2 weeks 3500 KM	1599 Euro
Each additional week	799 Eurp (+1750 KM)

Extra KM	0.49 Euro
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§12 Final statement / reduced / more kilometers

(1) After the rental end, the lessor will create a final bill. The final settlement takes place on the basis of the take back protocol and serves the compensation of all



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costs (rent, any additional costs for cleaning etc.) and of possible damages as well as residual value losses by a agreed height exceeding mileage.

(2) The landlord can only claim damages, if these on one unauthorized use acc. § 8 are due or if the motorcycle does not comply with the conditions of §5. These are in particular accidental damage, falls, paint damage, manipulation, improper repair and damage from falling over of the motorcycle.

(3) The amount of damage is determined by mutual agreement between tenants and lessor. If no agreement can be made, the lessor has within two weeks a DEKRA valuation report (or comparable) catch up. The cost of the report will be borne by the renter.

(4) If the motorcycle is returned with a mileage equivalent to the one in this mileage exceeds this mileage, they will Kilometers with 0.29 EUR per kilometer (1200 GS LC, 0.39 Euro, 1250 GS 0.49 Euro) in approach brought and charged to the renter on the final bill.

§13 Handover and return times

(1) The handover for rent is by arrangement.

(2) The return of the motorcycles is also by appointment.

(3) The rental bike can be from 18:00 o'clock the day before the rental period and at the latest at 09:00 the following day after the agreed rental period be delivered. This does not apply if another agreement has been made has been.

§ 14 Assignment of claims to pay and benefits

(1) The assignment of claims to remuneration and benefits serves to secure all present and future claims of the lessor

(2) The lessee shall, in the event of default, assign the part subject to the seizure all of his current and future claims to pay each type including pension rights, commission requirements, royalties, profit sharing and severance pay against his respective employer and social benefits (in particular unemployment benefits, unemployment assistance, transitional allowance, statutory sickness, and accident benefits pension insurance, including any premium refund claims, pensions for the reduction of ability to work) to the landlord. The assignment is in height limited to the time value of the vehicle specified in the payment plan plus a lump sum of up to 20 percent of the time value for any claims for late payment and costs of prosecution.

(3) The lessor is only after prior to disclosure and recovery threat and reasonable grace period. This deadline will be so be measured to the tenant both the arguments of objections as well as the effort to pay the sums owed to prevent the recovery. It usually takes four weeks be. A deadline is not required if the tenant has his suspended payments or the opening of a judicial insolvency proceedings concerning his assets.

(4) The assignment of claims shall cease to exist if the claims secured with it are completely satisfied.

§15 Total loss

(1) In the event that the motorcycle suffers a total loss or accidental is lost by the renter, the time value specified in the handover protocol to refund the rental property.



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§16 Extension / right of first refusal

(1) A contract extension is possible in principle and requires the written form (at least email). An extension of the lease is therefore only possible if agreed in writing by mutual agreement. § 545 BGB does not find any applications.

(2) A purchase of the motorcycle after the lease expires in principle possible, but is subject to the decision of the lessor. Rental costs can be offset in case of purchase. The final bill is omitted in this case.

§17 Contract changes

(1) Changes to this contract must be made in order to be valid contracting parties signed a document. You must be explicit in it be called "contract modification".

§18 Cancellation

(1) In case of cancellation no later than 14 days before arrival, the amount paid Deposit i.H.v. 100 Euro per reservation week. Within a period of 24 hours to 13 days will be a cancellation fee i.H.v. 40% of the rental charge. In case of cancellation within from 24 hours before arrival 70% of the rent must be paid.

Decisive for the percentage calculation is the agreed rental period.

§19 Replacement

(1) Should not the reserved motorcycle for unpredictable reasons be rented (defect or similar), the landlord is always ready, a comparable motorcycle (BMW 4V-Boxer) to provide. Or more reduced costs do not arise as a result. Should be a vehicle not be possible, the tenant will be the cost incurred by driving and the deposit refunded. The lessor agrees to the tenant inform immediately if a rental is not possible.

§20 Jurisdiction

(1) The exclusive place of jurisdiction is Bad Urach.

§21 Severability clause:

(1) Without prejudice to this agreement, in additional contractual arrangements or special ones contained in other parts of the contract healing clauses, procedures for discrepancies, etc. will be the following agreed:

Should be a clause of this contract, the additional contractual arrangements or the other parts of the contract are wholly or partially ineffective be or become, should apply instead what the contracting parties otherwise effectively agreed. The principles of the supplementary apply interpretation of the contract. The same applies mutatis mutandis if the contracting parties a regulation clearly overlooked. § 139 BGB is excluded.

§22 Investments

(1) Attachments to this contract are:

1. Acceptance Protocol
2. Take back protocol



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tenant

Offizieller Partner von
BMW Motorrad



lessor

Maximilian Neuhaus
Rent-a-Boxer GmbH
Datum Datum



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Übergabeprotokoll

Fahrzeugtyp	BMW R 1200 GS LC	Fahrgestellnummer	
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Übergabe	Datum	Uhrzeit	km-Stand
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Übergebene Zusatzteile / Zubehör	
	Übergabe
Koffersatz, Typ	<input type="checkbox"/>
Topcase, Typ:	<input type="checkbox"/>
Handprotektoren	<input type="checkbox"/>
Tankrucksack, Typ:	<input type="checkbox"/>
Schutzbügel	<input type="checkbox"/>
Sonstiges:	<input type="checkbox"/>
Schlüssel, Anzahl:	<input type="checkbox"/>
Bedienungsanleitung	<input type="checkbox"/>
Abmeldebestätigung/TÜV-Bescheinigung	<input type="checkbox"/>
Werkzeug	<input type="checkbox"/>

Verschleißzustand Reifen/Bremsen	
Verschleißzustand der Reifen	100% <input type="checkbox"/> 75% <input type="checkbox"/> 50% <input type="checkbox"/> 25% <input type="checkbox"/>
Verschleißzustand der Bremsen	100% <input type="checkbox"/> 75% <input type="checkbox"/> 50% <input type="checkbox"/> 25% <input type="checkbox"/>

Das Fahrzeug wurde ohne offensichtliche Schäden übergeben	ja <input checked="" type="checkbox"/> nein (siehe Auflistung) <input type="checkbox"/>
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Fahrzeugschäden

Offensichtliche Fahrzeugschäden sind dem Vermieter **unbedingt** vor Fahrzeugübergabe durch den Mieter anzuzeigen und in diesem Protokoll festzuhalten. Bei nach Übergabe festgestellten, offensichtlichen Fahrzeugschäden wird eine Verursachung durch den Mieter vermutet.

Auflistung der Schäden

Reinigungszustand bei Übergabe	verkaufsfertig gereinigt <input type="checkbox"/>	gereinigt <input type="checkbox"/>
	leicht verschmutzt <input type="checkbox"/>	stark verschmutzt <input type="checkbox"/>

Bemerkungen

Datum /Name/Unterschrift:

Vermieter

Mieter



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Rückgabeprotokoll

Fahrzeugtyp	BMW R 1200 GS LC	Fahrgestellnummer	
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Übergabe	Datum	Uhrzeit	km-Stand
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Übergebene Zusatzteile / Zubehör	
	Übergabe
Koffersatz, Typ	<input type="checkbox"/>
Topcase, Typ:	<input type="checkbox"/>
Handprotektoren	<input type="checkbox"/>
Tankrucksack, Typ:	<input type="checkbox"/>
Schutzbügel	<input type="checkbox"/>
Sonstiges:	<input type="checkbox"/>
Schlüssel, Anzahl:	<input type="checkbox"/>
Bedienungsanleitung	<input type="checkbox"/>
Abmeldebestätigung/TÜV-Bescheinigung	<input type="checkbox"/>
Werkzeug	<input type="checkbox"/>

Verschleißzustand Reifen/Bremsen				
Verschleißzustand der Reifen	100% <input type="checkbox"/>	75% <input type="checkbox"/>	50% <input type="checkbox"/>	25% <input type="checkbox"/>
Verschleißzustand der Bremsen	100% <input type="checkbox"/>	75% <input type="checkbox"/>	50% <input type="checkbox"/>	25% <input type="checkbox"/>

Das Fahrzeug wurde ohne offensichtliche Schäden übergeben	ja <input type="checkbox"/>	nein (siehe Auflistung) <input type="checkbox"/>
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Auflistung der Schäden

Reinigungszustand bei Übergabe	verkaufsfertig gereinigt <input type="checkbox"/>	gereinigt <input type="checkbox"/>
	leicht verschmutzt <input type="checkbox"/>	stark verschmutzt <input type="checkbox"/>

Bemerkungen

Datum /Name/Unterschrift:

_____ Vermieter

_____ Mieter