

**SNOWMOBILE RENTAL CONTRACT**

**Lessor:**

**Lessee:**

.....  
reg. code .....  
address .....  
representative .....

.....  
personal identification number.....  
place of residence.....  
phone .....

Lessor and Lessee have entered into this snowmobile rental contract (hereinafter Contract) under the following terms and conditions:

- 1. The Lessor hereby grants to the Lessee the use of the snowmobile(s).....
- 2. The snowmobile(s) shall be delivered to the Lessee after entry into this Contract at ..... o'clock.
- 3. The Lessee undertakes to return the snowmobile(s) to the Lessor at ..... o'clock.
- 4. The Lessee shall pay rent to the Lessor for the use of the snowmobile(s) in the sum of € .....

The rental fee shall be paid by the Lessee to the Lessor upon entry into the Contract.

5. As security for the fulfilment of his/her contractual obligations, the Lessee shall give to the Lessor the following property owned by the Lessee: ..... The Lessor shall have the right of retention in respect of the property referred to until the Lessee has fulfilled his/her contractual obligation(s) before the Lessor.

6. At the moment of its delivery to the Lessee, the snowmobile shall be in good technical condition and meet the requirements set for such snowmobiles. The Lessee has inspected the snowmobile before signing this Contract and has agreed to accept the snowmobile from the Lessor in the condition that the snowmobile is in at the moment of the delivery. The signing of the Contract by the Lessee confirms his/her lack of complaints regarding the technical order of the snowmobile.

7. The Lessee undertakes to:

- 7.1. Use the snowmobile with due diligence and for its intended purpose (with which the Contract has been entered into).
- 7.2. Not drive the snowmobile while under the influence of alcohol, narcotics, medicine or other similar substances.
- 7.3. While driving, wear a helmet and other safety gear, should the Lessor so request (goggles, gloves etc.).
- 7.4. To drive the snowmobile only on the allowed area, route or sector, which has been introduced to the Lessee.

7.5. Follow the instructions and conditions established in the *Snowmobile Safety Rules* and *Snowmobile Usage Rules* as well as the orders of the Lessor when using the snowmobile during the validity of the Contract.

7.6. Compensate any damage caused to the Lessor or a third person during the use of the snowmobile by the Lessee, if such damage was the fault of the Lessee.

7.7. Return the snowmobile to the Lessor by the deadline determined in the Contract, with the snowmobile in the same technical condition in which the Lessee accepted the snowmobile from the Lessor. If the Lessee fails to return the snowmobile as required, the Lessee shall be obligated to pay the related damage and/or costs incurred by the Lessor on the basis of a claim presented by the Lessor.

8. The Lessee confirms that:

8.1. He/she has read the instructions and conditions established in the *Snowmobile Safety Rules* and *Snowmobile Usage Rules* before signing the Contract and accepting the snowmobile from the Lessor, and undertakes to follow these instructions and conditions.

8.2. All the risks related to the use of the snowmobile have been introduced to him/her and he/she is aware of such risks.

8.3. He/she has the right to drive a motor vehicle and this right is valid at the moment of signing the Contract.

8.4. He/she has the skills necessary to drive the snowmobile.

8.5. He/she is not under the influence of alcohol, narcotics, medicine or other substances when accepting the snowmobile.

9. The Lessor undertakes to:

- 9.1. Ensure that the snowmobile delivered to the Lessee for his/her use is in good technical condition.
- 9.2. Provide the Lessee with a helmet and other safety gear required for the use of the snowmobile.
- 9.3. Upon the return of the rented snowmobile, inspect its technical condition and immediately notify the Lessee of any discovered damage that the Lessee is responsible for.
- 10. The Lessee shall be fully liable before the Lessor for any damage or destruction of the snowmobile as of acquiring the snowmobile for his/her use until the return of the snowmobile to the Lessor.
- 11. The Lessor shall not be liable for any damage caused to the Lessee by a technical fault of the snowmobile, unless it has been determined that the damage was caused by a fault of the Lessor.
- 12. The Lessor shall not be liable, in any situation, for the damage incurred by the Lessee during the use of the snowmobile, if the Lessee did not follow clauses 3, 7.1., 7.2., 7.3., 7.4. and 7.5. when the damage was caused or if the damage was caused by other circumstances that were the fault of the Lessee.
- 13. The Lessee understands and accepts that a snowmobile is a source of heightened danger and that driving a snowmobile is riskier and more dangerous than other everyday activities. Therefore, the Lessee shall agree that he/she is fully liable for all the damage that he/she may incur while driving a snowmobile, unless the damage was caused by circumstances that are the responsibility of the Lessor (clause 11).
- 14. The Lessor shall have the right to unilaterally and prematurely terminate the Contract if the Lessee fails to meet the requirements arising from this Contract when using the snowmobile. In this case, the rental fee paid to the Lessor by the Lessee on the basis of the Contract shall not be refunded to the Lessee.
- 15. The Lessee shall have the right to unilaterally and prematurely terminate the Contract if it becomes evident that the snowmobile given into his/her use is not fit for use due to a fault of the Lessor. In this case, the Lessee shall have the right to demand that the rental fee paid to the Lessor be refunded to the Lessee.
- 16. This Contract has been entered into in two copies, one for each party.
- 17. The Contract shall enter into force as of its signing.

**Lessor:** .....

**Lessee:** .....