

1. This Car Rental Agreement is a public Agreement and is concluded according to the conditions stated on the page 1 (Part I) as well as to the terms and conditions stated below (Part II).
2. According to this Agreement the Lessor stated in art. 1 Part I delivers the Car stated in art. 4 Part I to the Customer stated in art. 2 Part I for the period and according to the terms and conditions stipulated in Part I and Part II of this Agreement.
 - 2.1. All payments are stated in hryvnia and they are equivalent to euro according to the currency exchange rate stated in art. 8 Part I. All payments are to be made in hryvnia according to this exchange rate.
3. The Lessor gives to the Customer keys and necessary documents for driving the Car according to the legislation Car equipment is stated in the Check-Out/Check-In Protocol. After drop off the Customer has to return all the documents and the keys. In case the Customer does not return the keys he has to pay the penalty in the amount of 500 euro, in case of loss of the registration documents and/or loss/damage of GPS the Customer has to pay penalty in the amount of 250 euro, in case of loss of service book or insurance policy he has to pay 100 euro.
4. With signing of this Agreement the Customer confirms that he picks up the Car stated in the Agreement and this Car is in good technical condition which allows to rent it with purposes not prohibited by this Agreement. All the comments to the condition of the Car during pickup and drop off are to be stated in the Check-Out/Check-In Protocol. If the Car is returned dirty (during rain, snow or hail) or during nighttime this Protocol is to be signed next day till 12:00. In case the Customer does not come and sign the Report he confirms that such Protocol is to be signed by the only Side of the Agreement (the Lessor).
 - 4.1. The mileage of the next necessary maintenance is stated in the Check In/Check Out Report. The Customer is responsible for the carrying out of the next necessary maintenance. The Customer has to inform the Lessor about the next necessary maintenance not later than 500 km before the mileage specified in the Check In/Check Out Report and to send the email to the Lessor or to phone by the No +38 (044) 3830006. The Customer has to arrive at the appointed by the Lessor date and time at the appointed by the Lessor body shop. If the Customer violates this article of the Rental Agreement which resulted in over mileage of the Vehicle without necessary maintenance he is obliged to pay the fine in the amount of 4000 euro. Replacement car for the period of such maintenance is not provided.
5. The Customer has to return the Car on the date and in the place stated in art. 3 Part I. The Car is to be returned in the same condition described in Check-Out/Check-In Protocol during pick up taking into account normal wear and tear. The mileage should not be more than stated in the Agreement. The Car should be returned with tank fully refueled. If the Car tank is not refueled the Customer should pay 2 euro per each liter necessary for full refueling of the tank (in case the Customer did not pay for the option «Prepaid fuel»).
6. The Customer bears responsibility for all damages of the Car or its loss in the amount of excess stated in art. 7 Part I in case he provides all the necessary documents from the Police (except of cases stipulated in this Agreement). Any damage is the damage which is not normal wear and tear including damages of tires, discs, headlights, glass, chassis parts etc.
7. The Customer bears total responsibility for all damages of thy Car or its loss in case of violation of traffic laws and terms and conditions of the Agreement: violation of the exploitation manual (including hydraulic stroke of the engine), towing, race competition, driving by person under the influence of alcohol or drugs (including unwillingness of inspection), driving by person who is not stated in the Agreement or does not have driving license, driving the Car opposite traffic, in observance of traffic signs, exceeding speed more than 20 km per hour, driving through the forbidden signal of the traffic light or gesture of the traffic controller, violation of rules of crossing railways, leaving of the place of accident, deliberate damage of the Car, theft of the Car with keys or any other document inside the Car (registration document, rental agreement etc.) as well as in case the Car is not parked on the safety place or parked during night time not on the guarded parking place or in garage.
8. The Customer bears third parties responsibility except of cases compensated by insurance companies. The Lessor provides Third Parties Insurance for the Customer.
9. The Customer provides the Lessor with deposit (even in case of Super Top Cover) in the amount stated in art. 6 Part I. The Lessor can use such deposit to cover any necessary payment according to the terms and conditions of this Agreement or legislation. The remaining balance of deposit will be returned to the Customer after inspection of the Car and signing the Check-Out/Check-In Protocol. In case the Customer refuses to sign this Protocol (or in case the Customer did not come to sign the Protocol due to any reason) after drop off and if condition of the Car does not meet requirements stipulated in art. 5 of Part II the Lessor can withdraw total amount of deposit to cover repair costs according to the Invoice of body shop.
10. Rent payment is calculated according to the rental period, Car group, discounts, insurance and other necessary services provided to the Customer. Total amount of this Agreement is stated in art. 8 Part I and is to be paid during pick up. Before drop off the Customer has to pay for extra mileage, additional rental days according to the art. 5 and 8 Part I. The Customer has to pay additional 25 euro for pick up or drop off at the airport, additional 25 euro for pick up/drop off not at the branch but within the city and 25 euro for pick up/drop off during out of hours time and 90 euro for drop off at the other branch of the Lessor.
11. Prolongation of the rental period should be carried out according to the Lessor's approval in writing. In case the Customer does not return the Car at the agreed time and place or in case the delay is more than 12 hours the Lessor has the right to charge the Customer penalty in the amount depends on the car group stated in art. 4 Part I (E**R – 1000 euro, C**R – 1400 euro, F**R – 1800 euro, S**R – 2400 euro, P**R – 3600 euro, L**R and X**R – 6000 euro) but not less than deposit amount stated in art. 6 Part I as well as all the other losses and charges relating to such failure to return. In this case the Lessor can take all the necessary measures to find the Car by itself, to withdraw the Car by itself (to return after rental) and does not bear responsibility for Customer's belongings left in the Car.
12. In case of accident or theft as well as in case of stealing threat the Customer has to inform the Lessor immediately, but not later than one hour after he got to know about the case, by phone No. +380 44 3830006 and to inform the Police and to follow their instructions. The Customer immediately, but not later than one hour from the moment he received the documents, has to give the Lessor the copies of these documents (or photos of these documents) which he received or signed and which are relating to the accident or theft. In case the Customer does not fulfill the conditions of this article he bears full responsibility for the Car.
13. In case the Customer fails to make any payment according to this Agreement the Customer pays to the Lessor penalty in the amount of 0,1% of the due amount per each day of payment delay.
14. The Customer is prohibited to cross the border of Ukraine, enter the temporarily occupied territories of Ukraine, including the territory of the Autonomous Republic of Crimea, the territories of Donetsk and Luhansk regions, enter the territories where state authorities do not carry out full powers, enter the regions of anti-terrorist operation without prior Lessor's permission in writing. In case of breaking this rule the Lessor has the right to charge the Customer penalty in the amount which depends on the car group stated in art. 4 Part I (E**R – 1000 euro, C**R – 1400 euro, F**R – 1800 euro, S**R – 2400 euro, P**R – 3600 euro, L**R and X**R – 6000 euro) but not less than deposit amount stated in art. 6 Part I as well as all the other losses and expenses relating to this violation. In this case the Lessor can take all the necessary measures to find the Car by itself, to withdraw the Car by itself (to return after rental) and does not bear responsibility for Customer's belongings left in the Car. The Lessor has the right to install GPS system on its own.
15. The Customer does not have the right to make any repair, reconstruction, modernization or other improvements of the Car without Lessor's permission. In case of violation of this article the Lessor has the right to charge the Customer penalty in the amount which depends on the car group stated in art. 4 Part I (E**R – 1000 euro, C**R – 1400 euro, F**R – 1800 euro, S**R – 2400 euro, P**R – 3600 euro, L**R and X**R – 6000 euro) but not less than deposit amount stated in art. 6 Part I.
16. In case any relationship between Parties is not stipulated in this Agreement it will be regulated by the legislation of Ukraine.
17. The Customer covers all the costs (including penalties and financial sanctions), any fines, fines for traffic rules violation which are related to the Car exploitation and are related to the Car Rental Agreement and may arise during the Agreement duration including fines for road safety violation automatically fixed, for parking and car stops rules violation automatically fixed (photo and video recording) (with help of technical systems of photo and video recording and operate in accordance with the legislation regarding information protection in the information and telecommunication systems). In case the Lessor pays any payment, fines and administrative costs, representation costs and/or lawyer fees, levies and other costs, the Customer should compensate the total amount of such costs and payments to the Lessor during 10 (ten) working days after the Lessor sends the request for payment. The Lessor has the right to withdraw from the Customer's credit card or in another way the additional amount which is equal to the penalties (financial sanction) and any fines and 10 euro for the administration service of such payments.
18. With signing of this Agreement the Customer on his own free will gives his permission for handling his personal data which means collection, handling, usage and including his personal data to the personal database of the Lessor. The Customer confirms that he is informed about his rights (art. 8 of the Law of Ukraine On protection of personal data) and about the purpose of personal data collection.
19. Top Cover and Super Top Cover (additional protection) does not cover the risks and cases stipulated in art. 3, 6, 7, 12, 14 of the Part II of this Agreement.