

Trademark "Sixt Rent a Car" is being used under a Franchise Agreement



Part I
Car Rental Agreement

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. 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 250 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 150 euro, in case of loss of service book or insurance policy he has to pay 60 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 conditions of the Car during pick up and drop off are to be stated in the Car Condition Report. If the Car is returned dirty or during night time this Report is to be signed next day till 12:00. In case the Customer does not come and sign the Report he confirms that such Report is to be signed by the only Side of the Agreement (the Lessor).
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 Car Condition Report 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 "Drop off the car with not full tank").
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 components, etc.
7. The Customer bears total responsibility for all damages of the Car or its loss in case of violation of traffic laws and terms and conditions of the Agreement: violation of the exploitation manual, 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, inobservance 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 LDW) 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 is to be returned to the Customer after inspection of the Car and signing the Car Condition Report. In case the Customer refuses to sign this Report (or in case the Customer did not come to sign the Report due to any reason) after drop off and if condition of the Car does not meet requirements stipulated in art. 4 Part II the Lessor can withdraw total amount of deposit to cover repair costs according to the Invoice of bodyshop.
10. Rent payment is calculated according to the rental period, class of the Car, 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.
11. Prolongation of the rental period is to 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 he pays the penalty in the amount of deposit 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 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 by phone No.+380 44 383 000 6, to inform Police and to follow their instructions. The Customer is to give to the Lessor the copies of all the documents relating to the accident or theft which he received or signed. 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, enter the territories where state authorities do not carry out full powers, enter the regions of anti-terrorists operation without prior Lessor's permission in writing. In case of breaking this rule the Customer pays fine in the double amount of deposit 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 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 Customer pays fine in the double amount of deposit 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. In case the Customer violates traffic rules during rental period the Lessor will charge the Customer in the amount of penalty +20% VAT +30% administration costs.
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.