



**Rental agreement / disclaimer for the rental item
'Scooter or bicycle' with electric motor between:**

The lessor, hereinafter referred to as 'coolnest':

coolnest Designhotel
Stefan Eder GmbH
Ramsau 425, 6284 Ramsau
Austria

And the tenant / borrower, hereinafter referred to as 'guest':

Room No.: _____

Born: _____

Surname: _____

First Name: _____

Street: _____

Code / Citay: _____

Bicycle-No.: _____

Scooter-No.: _____

Collection day: ____ | ____ | ____

Time: ____ : ____

Return day: ____ | ____ | ____

Time: ____ : ____

Rental fee: _____

With the rental item (bike / scooter) the guest received the following:

Key ____ pcs.

Air pump ____ pcs. No.: _____

Schloss ____ pcs No.: _____

Short notes of return:

no defects

defects: _____

As a tenant / borrower and guest, I have read and accepted the rental conditions and the disclaimer on the next page and confirm that I have private liability insurance and accident insurance.

Date and signature guest / borrower

Date and signature lessor / coolnest

Rental conditions and disclaimer for e-bikes and e-scooters from coolnest / Stefan Eder GmbH

I. THE RENTAL ITEM AND ITS USE

1. By accepting the rental item, the guest (borrower) recognises that it and its accessories are in a roadworthy, roadworthy, defect-free and clean condition.
2. The guest may only use the rental item in the usual manner in compliance with the statutory regulations, in particular the road traffic regulations, exclusively on paved roads.
3. The rental item may only be used by the guest/signatory.
4. The rental item may not be used in commercial traffic or for illegal purposes.
5. The guest undertakes to always lock the rental item with the corresponding lock.
6. Wearing of a helmet is expressly desired and recommended by coolnest (lender).
7. The use of the rental equipment is at the own risk of the guest (borrower).

II. OBLIGATIONS OF THE GUEST / BORROWER

1. The guest must treat the rental item with care and within the scope of normal use and observe all regulations and technical rules applicable to its use in order to avoid damage.
2. The guest shall be liable without limitation for damages incurred by the guest during the rental period in the amount of the damage incurred.
3. The guest undertakes to notify coolnest of any defects occurring during the rental period upon return.
4. The guest has his or her own liability insurance and private accident insurance.

III REPAIR

If a repair becomes necessary, coolnest will bear the costs if the cause is not due to culpable damage to the rented item by the guest or breach of contractual obligations. The guest is responsible for the latter circumstances.

IV. ACCIDENT/THEFT

The guest undertakes to inform coolnest immediately if the rented item is involved in an accident or is lost due to theft. In the event of damage to property or personal injury, the police must be informed right at the scene of the accident (Tel. 112). In the event of an accident, the guest is obliged to submit a detailed written report to coolnest on the day of the accident. In particular, the accident report must contain the names and addresses of all persons involved and any witnesses, as well as a precise description of the course of the accident and the licence plate numbers of all vehicles involved.

V. LIABILITY

1. The guest must return the rental item in the same condition in which he/she took it over.
2. The guest shall be liable for any culpable damage to the rented item and for any breach of his contractual obligations.
3. In the event of a breach of his contractual obligations, the guest must also reimburse the incidental costs of damage.
4. If a third party compensates the guest for the damage, the guest shall be released from his obligation to pay compensation.
5. In the event of theft during the rental period, the guest shall be liable for the full amount of the rental item.

VI. EXCLUSION OF LIABILITY

The guest declares that he/she uses the above-mentioned rental item exclusively at his/her own risk. To the extent permitted by law, he/she waives all liability claims against coolnest for personal injury and/or property damage, losses, claims, costs and expenses which the guest suffers or has to incur during or in connection with the use of the rental item. The guest is liable for all damage that goes beyond normal wear and tear, as well as for loss or theft. In the event of loss, theft or accidents, the guest is obliged to report the matter immediately to the hire company (coolnest). Liability of coolnest regardless of fault is excluded. It is only liable for intent and gross negligence. coolnest is only liable for slight negligence in the event of a breach of essential or typical contractual obligations. If claims are asserted against coolnest by third parties due to a breach of this rental contract, legal provisions or official requirements by the guest, the guest is obliged to fully indemnify coolnest internally from liability and to fulfil all obligations of the guest in this regard.

VII. RETURN OF THE RENTAL ITEM

1. The guest must return the rental item to the lessor at the agreed location at the latest at the end of the agreed rental period, during coolnest's reception opening hours.
2. An extension of the rental period requires the consent of coolnest before the end of the rental period.
3. If the rental item is not returned on time, the guest must pay coolnest the daily rental fee for each day or part thereof and, if applicable, compensate coolnest for any additional damage.
4. The rental item must be checked for obvious defects upon return and the result recorded in the contract. The guest is obliged to report any defects that occur during the hire period.

VIII. CONCLUSION

No further collateral agreements exist. This also applies to this written form clause. Should individual provisions of the contract be or become invalid, this shall not affect the validity of the remaining provisions. We accept no liability for errors and misprints. All rights reserved.