

## RENTAL AGREEMENT

For a Group ... camper registration: ..... kms out: .....

Between:

BW Campers,

Klaprozenweg 61 B

Amsterdam (here after BW)

And: ..... (here after Lessee)

Address: ..... Passport no: ..... Issued by: .....

Driver's Licence: ..... Issued by: .....

Date of birth: ..... Mob. Phone: .....

- This agreement includes all provisions on both front and back of this page and is the entire agreement between the parties. The various provisions of the BW's brochure, invoice and equipment and the exact terms of insurance coverage as stated in insurance policies in which the BW and Lessee participate as insured parties are incorporated in this agreement by reference.

The BW under this agreement is BW Campers but shall also include any subsidiary, their employees, agents or other representatives.

The Lessee under this agreement is the person stated above and the Lessee certifies the information filled in above is true and correct in every detail.

- The Lessee agrees that this agreement shall be interpreted according to the laws of the Netherlands and be administered there and that the competent court will be at Amsterdam to whose jurisdiction the Lessee submits himself. BW retains the right to sue the Lessee before any other court it may elect.

1 - Lessee acknowledges and agrees that the vehicle is the property of BW, that the vehicle is in good overall condition, that vehicle together with all car documents, tyres, accessories and accoutrements will be returned in the same condition as when received, fair wear and tear excepted.

2 - The rented vehicle will be delivered by and returned to BW in Amsterdam, The Netherlands or on before 12h00 noon on the "due in" date specified below, unless stated otherwise.

3 - The rented vehicle can be operated within Europe except the following countries: Belarus.

Lessee is liable for delayed charges. These may include damage to the rented vehicle, parking tickets and other traffic violations. These costs will be charged to the lessee's credit card.

**OTHER DRIVERS:**

Name: .....

Driver's Licence: .....

Issued by: .....

This contract is covered with no extra coverage / CDW insurance @ € 12 per day / CDW+ insurance @ 18 per day. Lessee left a security deposit.

Date out: .....2008 at ..... hour Due in 12:00 noon: ..... 2008

Signature Lessee:

**4** The rented vehicle shall not be used, operated or driven:

- A - In violation of any terms of the rental agreement.
- B - By any person who is not a duly licenced driver or whose licence has been endorsed.
- C - For the carriage of passengers for hire or reward, for any illegal purpose, in any race or contest, to propel or tow any vehicle or trailer.
- D - By any other person other than the Lessee and the 'other drivers' listed.
- E - By any person who has ever had a motor proposal or insurance policy declined, cancelled, renewal refused or special terms or rates imposed.

Extra charges for rented vehicle: The rented vehicle is rented on an unlimited mileage basis and there are no extra charges except for loss or damage or the failure by the Lessee to abide by the terms and conditions of this agreement. The Lessee specifically agrees that the following charges shall be made under the circumstances described:

- A - Return of the vehicle with the vehicle or the interior dirty, or the toilet tank not emptied. Cleaning charge € 100.
- B - Operation or rented vehicle without permission within any of the countries listed in clause

**3.** Forfeiture of Security Deposit plus the full amount of all expenses incurred by BW in connection with any breakdown or accident within any such prohibited country and the return of the vehicle from such prohibited country to Amsterdam or the full fair value of the vehicle in Amsterdam, whichever is less, plus the full amount of any liability towards third parties for personal injury or damage to property within any such prohibited country.

C - The return of the rental vehicle by the Lessee to BW after the "due in" date specified: Forfeiture of the Security Deposit, also when CDW or CDW+ has been purchased, plus rental charges for extra days or part of extra days at 100% surcharge. All terms and conditions of this agreement will fully apply during the unauthorized period of rental by the Lessee.

D - The loss or theft of the vehicle papers will result in a penalty of € 250 also when CDW+ insurance has been purchased.

E - Tire damage and breaking of windows will be for the Lessee's account unless CDW+ insurance has been purchased.

**Responsibilities of BW:**

- 1- BW shall provide the Lessee with the equipment reserved and shall provide the services to which the Lessee is entitled as described on BW's website.
- 2- All equipment provided by BW to the Lessee shall be in good working order and the Lessee acknowledges acceptance of the equipment in good working order by his signature to this agreement.

**Responsibilities of the Lessee:**

- 1- Lessee is responsible for any and all interior damage to the rented vehicle and for loss of or damage to all equipment.
- 2- The cost of oil greasing, and necessary repairs to the rented vehicle will be reimbursed by BW upon presentation of original invoices in the name of BW. Repairs exceeding € 125 must be approved in advance by BW Campers.
- 3- The Lessee is always responsible for damage to the camper over the height of 1.85 metres unless CDW+ insurance has been purchased.
- 4- The Lessee will report all vehicle violations and will promptly pay all fines, penalties and forfeitures imposed for parking or traffic violations in the period between the 'date out' and the 'due in'. The Lessee indemnifies BW against any claims arising out of such violations. The Lessee agrees that the amount due by him for rent and/or other cost will be subtracted from the security deposit. The Lessee will not be able to set off the security deposit against any claim(s) he might intend to make.
- 5- The Lessee assumes all risks of loss, damage, personal injury and/or death to the Lessee and members of the Lessee's party and to any personal property to the extent that such risks are not covered by any insurance provided by BW. The Lessee indemnifies BW from all liability to all persons for the risks assumed by the Lessee in accordance with this paragraph.
- 6- In becoming an insured person under coverage provided by BW's insurance policy, the Lessee is bound by and agrees to all the terms, conditions, limitations, and restrictions of the insurance coverage even though all of them are not set forth in this agreement. The Lessee agrees to indemnify and hold harmless BW from and against all costs, losses or damage arising from defects in the rented vehicle or from the misuse or abuse of said vehicle by the Lessee, by members of the Lessee's party or their agents, servants, guests or by anyone claiming on behalf of the Lessee (without regard to any question of due care, or want of due care on the part of BW or Lessee). This indemnity includes all claims for personal injury or damages sustained by third persons or by Lessee, or by members of the Lessee's party or their agents, servants, guests or by those claiming on behalf of the Lessee.
- 7- The Lessee assumes the risk of lost time due to: breakdowns, accidents, or for any other reason and the Lessee is responsible for any accidental expenses without implied limitation, incurred in connection with such loss of time.

**Miscellaneous:**

- 1- Any misstatement of information by the Lessee in this agreement or any violation of this agreement by the Lessee shall entitle BW at their sole discretion to terminate this agreement immediately and respossess the rental vehicle without any liability to BW for so doing. In such an event BW will be entitled to retain all charges paid by the Lessee including the security deposit as liquidated damages.
- 2- A refundable security deposit on the rented vehicle and camping equipment is required. The security deposit must be paid prior to departure and will be refunded in Amsterdam less any charges upon return of the rented vehicle and camping equipment in an undamaged condition, fair wear and tear excepted.
- 3- BW reserves the right to cancel this contract at its option by the mere announcement that it is cancelled as soon as the Lessee does not meet his obligations or uses the vehicle contrary to the provisions of this contract in the widest sense or for improper purposes. No court intervention is required by BW in exercising this right.
- 4- The Lessee takes responsibility for checking each day that the tyres are properly inflated, that the vehicle is not overloaded with persons and/or luggage and sufficient oil is kept in the engine sump. In case of negligence all costs will be for the Lessee's account.
- 5- Petrol, diesel and propane used during the rental period are for the Lessee's account.