

General Rental Terms and Conditions for Motorcycles

For the rental of a motorcycle, the following General Terms and Conditions of the agreement settled between you (hereinafter referred to as "Lessee") and the Lessor of the motorcycle (hereinafter also referred to as "Vehicle") shall apply.

1. Object of the Contract

- a) This Rental Agreement entitles the Lessee to use the vehicle for the agreed duration within the scope of the Agreement. It entitles the Lessor in particular to the payment of the rental fee and other contractually agreed fees.
- b) The object of this Agreement is exclusively the rental of a motorcycle. The Lessor is not responsible for any travel services or collection of travel services (vacation trip). The statutory provisions on travel contracts, in particular § 651a Para.1 and the following paragraphs of the German Civil Code (BGB) shall not apply. The Lessee carries out their trip independently and uses the vehicle on their own responsibility.
- c) When the vehicle is returned, a return report and acceptance report must be completed and signed. These two reports are an integral part of the Rental Agreement.

2. Minimum Age of the Driver, Driver's License, Additional Driver

The driver must have been authorized to drive class AM, A, A1 and A2 vehicles, unless otherwise specified below, and have been in possession of a valid driver's license for the relevant vehicle class in Germany for at least one year. In order to rent a vehicle requiring driver's license class A, the driver must have reached 25 years of age and be the possession of a driver's license valid for the applicable vehicle class in Germany for at least 24 months. The Lessee must ensure that only persons who fulfill the aforementioned conditions drive the rented vehicle. A copy of the Lessee's and/or Driver's driver's license must be presented to the Lessor when renting and/or at the time of the handover as a prerequisite to receiving the motorcycle. If there is a delay of handover due to the driver's license not being presented, this will be at the expense of the Lessee. If the driver's license cannot be presented at the agreed date of handover or within a reasonable period of time, the Lessor is entitled to withdraw from the Agreement. The cancellation conditions of Clause 6 of these Rental Terms and Conditions apply. Before the start of the rental period, an additional Driver can be authorized for a fee, according to the current price list.

3. Fees and Terms of Payment

- a) The rental price is based on the price list valid at the time of conclusion of the Agreement or according to the provisions of the Rental Agreement. Any required additional mileage will be charged when the vehicle is returned, according to the price list valid at the time the Agreement is concluded. Fuel costs, tolls, parking and ferry fees, and fines and other penalty fees shall be borne by the Lessee. The rented vehicle shall be returned fully refueled, or refueling charges will be added according to the price list. The rental price includes the costs of insurance coverage as per Para. 4, as well as any costs for maintenance, oil consumption, and wear repairs.
- b) The day of vehicle return and acceptance shall be calculated as one rental day provided that the vehicle is returned by the agreed time (see also Clause 8 g) and combined 24 hours is not exceeded.
- c) If the receivables from the Rental Agreement are paid with a credit card, the signature of the cardholder shall be deemed to be an authorization to debit the entire invoice amount from the respective account at the credit card organization. This authorization also applies to additional charges resulting from any damage caused by the Lessee (up to a maximum of the contractually agreed deductible) or from an administrative breach on the part of the Lessee, including the consequential costs attributable to the Lessee (in particular towing costs). Therefore, the Rental Agreement and the credit card must be under the same person's or company's name.
- d) If the Lessee is in default of payment according to the legal requirements, the default interest rate is 5% above the base rate. If insufficient funds are available on the Lessee's account or if the Lessee objects to the debit at his account institution, the Lessor is entitled to charge the costs incurred to the customer, unless the Lessee proves that the Lessor did not incur any additional or very low expenses and/or damages. If, at the time the Lessee defaulted on the payment, the services of a collection agency or a request to the local registration office becomes necessary, the Lessee must also bear the resulting costs within the legal requirements. In addition, the Lessee can be excluded from further rentals services by the Lessor.

4. Insurance Coverage

- a) The rental vehicle is insured in accordance with the applicable general conditions for motor insurance (AKB) as follows:
Liability insurance against third parties with unlimited coverage for property and property damage, for personal injury up to a maximum of € 8 million.
- b) Limitation of liability in accordance with the principles of partial or fully comprehensive insurance with a deductible per claim in the amount agreed in the Rental Agreement, insofar as the conditions do not provide for any extended liability on the part of the Lessee, in particular in accordance with Clause 13 of these Rental Terms and Conditions.

5. Reservation and Terms of Payment

- a) Reservations are only binding upon confirmation of the reservation in writing by the Lessor. With the reservation confirmation in writing, the Lessee is entitled to a motorcycle in the booked price group, insofar as according to Para. 9 a replacement vehicle is not permissible. There is no claim for a specific vehicle type, only for a vehicle of the booked price group.
- b) Upon receipt of the reservation confirmation in writing, a deposit in the amount specified in the reservation confirmation shall be transferred to the account of the Lessor, provided on the reservation confirmation, within 14 days (payment receipt). In the event of non-payment by the deadline, the Lessor can withdraw from the contract after a reminder and the expiry of an additional grace period. The cancellation conditions of Clause 6 apply.
- c) The remaining rental fee and the deposit must be paid to the Lessor when the vehicle is picked up at the latest.

6. Cancellation and Transfer

- a) A general statutory right of cancellation is not provided for Rental Agreements. The Lessor, however, grants the Lessee a contractual right of cancellation as described below:
 - In case of cancellation up to 8 days prior to the beginning of the rental period, no cancellation fees will be charged.
 - If canceled between the 7th and the 2nd day before the beginning of the rental period, 70% of the rental fee will be retained.
 - In case of cancellation on the day of the agreed rental period, 80% of the rental price will be charged.The date on which the cancellation declaration has been received in writing by the Lessor shall be considered the date of cancellation. Failure to pick up a vehicle is considered a cancellation. It shall be the Lessee's responsibility to prove that damage has not occurred at all, or that it has occurred only to a lesser extent.
In order to insure the cancellation risk, we recommend that you take out a travel cancellation insurance or Lessor-dependent "Prepaid Cancellation Coverage."
- b) Insofar as the rental station designated in the reservation confirmation is in possession of available capacity within the calendar year, changes to the booking are possible without additional fees up to 14 days before the agreed start of the rental period, if the agreed rental period is not exceeded. A reduction of the rental period after confirmation of reservation is not possible.
- c) The appointment of a Substitute Lessee is only possible with the written permission of the Lessor. The latter can only refuse consent for legitimate reasons.
- d) It is the responsibility of the Lessee to prove that damage has not occurred at all, or that it has occurred only to a lesser extent.

7. Safety Deposit

- a) The deposit in the amount specified in the Rental Agreement must be paid when the vehicle is picked up. Providing the Lessor consents, the payment may also be made by means of EC / Maestro card / Girocard or by credit card (VISA or MasterCard).
- b) The deposit will be refunded/released once the vehicle has been properly returned, as stipulated in the Rental Agreement, and the final Rental Agreement invoice has been paid. Any additional costs and expenses (for example, cleaning costs, refueling costs, damages, etc.) will be retained from the deposit when the vehicle is returned, provided that these are to be borne by the Lessee. The Lessor can settle the costs of repair as a result of a damage event on the basis of a cost estimate. The Lessor has the right to withhold the deposit until final clarification regarding what the costs will constitute and who is responsible for these.

8. Vehicle Return and Acceptance

- a) The vehicle must be returned and accepted by the Lessor at the agreed date (taking the exact time into account!) at the Lessor's motorcycle rental station specified in the Rental Agreement.
- b) Valid ID and driver's license must be presented in original form upon return of the vehicle.
- c) The Lessee undertakes to inspect the rented vehicle together with the Lessor or the rental station staff for any damage, correct gas tank level and other fluid levels, cleanliness as specified, and the presence of accessories. Any damage, missing parts, soiling, and inadequate fuel and fluid levels determined by the Lessee are to be indicated to the rental station before the start of the trip and recorded by the rental station on the hand-over report.
- d) A detailed briefing on the vehicle will be completed before the vehicle is handed over. The Lessor may not hand over the vehicle until the briefing on the vehicle has been completed. Any delays caused by the Lessee and resulting costs shall be borne by the Lessee.
- e) The Lessee undertakes to return the vehicle at the contractually agreed time and rental station clean and in the condition specified (according to the hand-over report). Proof that damage has not occurred at all, or that it has occurred only to a lesser extent, shall be the responsibility of the Lessee.
- f) Damaged or missing items shall be charged to the Lessee, as long as the latter is responsible for the damage or loss.
- g) If the Lessee does not return the vehicle to the Lessor, or does not return it at the contractually agreed time, the Lessor is entitled to demand a usage fee equal to the agreed rental rate for the period of the delay which extends beyond the contractually agreed rental period. Any claims for damages beyond that on the part of the Lessor remain unaffected. After expiry of the agreed rental period, the Lessee is fully liable in accordance with the general statutory provisions.
- h) An extension of the rental period is only possible in written form with the explicit consent of the Lessor. Authorization to use the rental vehicle extends only to the agreed rental period. Any continuation of use after the expiration of the rental period will in principle not result in an extension of the Rental Agreement, even without express objection by the Lessor. Regulation § 545 BGB expressly does not apply.
- i) Return of the vehicle before the expiration of the agreed rental period will not result in a reduction in the agreed rental fee, unless the vehicle can be rented out elsewhere and/or the premature return has been culpably caused by the Lessor.
- j) The Lessor is entitled to demand return of the vehicle before the expiration of the agreed rental period without notice of the termination of the Rental Agreement for good cause. The right of the Lessee to terminate the Agreement in the event of good cause remains unaffected.
- k) If the Lessee does not comply with his obligation to return the vehicle even after an additional express request for return or is not available to the Lessor, the Lessor reserves the right to file criminal charges. Any costs arising therefrom shall be borne by the Lessee, unless he/she is not responsible for the breach of the obligation to return.

9. Replacement Vehicle

- a) If the vehicle cannot be provided in the price group included in the reservation confirmation at the time of handover, the Lessor reserves the right to provide a vehicle comparable in performance, design, and accessories. No additional rental fees shall be incurred by the Lessee in this circumstance. Cancellation by the Lessee in accordance with § 543 (2) No. 1 BGB is excluded in these cases, unless provision of a replacement vehicle fails, is unreasonably delayed, or refused by the Lessor. Insofar as the Lessee's legitimate interests are contrary, he can refuse to accept a larger vehicle as a contractual service.
- b) If the Lessee accepts an available replacement vehicle in a less expensive price group, the Lessor will reimburse the resulting price difference between the two price groups.
- c) If the vehicle is destroyed due to the Lessee's fault or it is foreseeable that its use is restricted or impossible because of a circumstance which the Lessee is responsible for, the Lessor is not obliged to provide a replacement vehicle. A termination by the Lessee according to § 543 Abs.2 No. 1 BGB is excluded in this case.

10. Obligations of the Lessee

- a) The vehicle may be operated only by the Lessee or the Driver(s) specified in the Rental Agreement, except in emergencies. The Lessee must appear personally when picking up the rental vehicle. The Lessee is obliged to provide the names and addresses of all Drivers of the vehicle to the Lessor along with a copy of their driver's license and ID card.
- b) Before giving the rental vehicle to another Driver, the Lessee undertakes to check whether that Driver is fit to drive at the time of use, is in possession of the necessary and valid driver's license, and is not subject to a driving ban. Furthermore, the Lessee is obligated to inform the driver of the validity and content of the General Rental Terms and Conditions.
- c) The rental vehicle must be handled carefully and appropriately (this includes, in particular, appropriate handling of oil and water levels, tire pressure, and use of the required fuel), and operated correctly according to the specifications. Regulations governing use, loading regulations, and technical rules must be observed. The Lessee undertakes to regularly check that the rented vehicle is roadworthy.
- d) The Lessee is required to properly lock the vehicle when parked, and to take the vehicle keys and papers and keep them inaccessible to unauthorized persons. The Lessee must ensure that the steering lock and/or the immobilizer is activated when the vehicle is parked.
- e) It is forbidden to use the vehicle for:
- participation in motor sport events and vehicle tests;
 - transport of explosive, highly flammable, toxic, radioactive, or otherwise hazardous substances;
 - to commit customs and other offenses, even if they are punishable only under the law of the place in which the crime takes place;
 - for re-letting or lending;
 - for purposes which result in excessive use of the vehicle;
 - for the purpose of commercial passenger or long-distance transport;
 - for driving school training or off-road drives;
 - for uses which go beyond contractual use, in particular on sites not intended for traffic. The use of the rented motorcycle is limited to public and paved roads only. It is forbidden to use it on unpaved roads, in off-road cross-country terrain, or on racetracks or courses. The vehicle must be operated in such a way that both wheels are always in contact with the ground and rotate at the same speed. This means "burnouts," "wheelies," and "stops" are strictly forbidden.
- f) Traveling in war zones is prohibited. Traveling in European countries is generally permissible, except for trips to Russia, Belarus, Ukraine, Bulgaria, Romania, Moldova, Turkey, Iceland, Greenland, the Canary Islands, Madeira, and the Azores. Exceptions to these specifications require the express written and prior consent of the Lessor. The Lessee or Driver must inform himself/herself independently about traffic regulations and laws in the countries visited during the rental period, as well as in transit countries, and must comply with applicable traffic regulations.
- g) Repairs necessary to restore the vehicle's operational and roadworthy condition may be ordered by the Lessee at a specialist workshop in the amount of €150 without notification to the Lessor. Otherwise, repairs may only be ordered with the explicit written and prior consent of the Lessor. The Lessor is only required to reimburse incurred and authorized repair costs if the corresponding original proofs and supporting documents are provided by the Lessee and provided that the Lessee is not liable for the defect being repaired in accordance with the Rental Terms and Conditions.

Moreover, reimbursement shall be subject to the submission of the replacement parts, insofar as they are warranty parts. The Lessee is obligated to submit the exchange parts / old parts to the Lessor if they are available and return transport is feasible.

h) The Lessee may not make any technical changes to the vehicle, both in terms of hardware and software. The Lessee is not authorized to alter the vehicle visually, in particular with lacquers, stickers, or adhesive foils.

i) The Lessee undertakes to notify the Lessor of any change in his/her billing address, immediately and without request, during the period following the conclusion of the Rental Agreement and until completion of the rental relationship. In addition, the Lessee undertakes to communicate the name and address of any authorized or unauthorized driver of the vehicle, provided that the Lessor has a legitimate interest in the disclosure, in particular in the event of injury to the Driver.

j) In the event of any infringement, the Lessee may be excluded from renting any other vehicles from the Lessor.

11. What to Do in Case of an Accident or Damage

The Lessee or Driver must immediately call the police and notify the Lessor after an accident or fire, seizure, damage by wild animals, or other damage. The Lessee or Driver shall not leave the place of the accident until they have complied with their obligation to clarify the incident and to establish the necessary facts within the framework of the statutory requirements. The prohibition sanctioned under criminal law against leaving the scene of the accident without authorization according to § 142 German Criminal Code (StGB) is to be observed. Should the police refuse to record the accident, the Lessee has to provide proof of this fact to the Lessor. This also applies to self-inflicted accidents without the participation of third parties. In addition, the Lessee must inform the Lessor immediately in writing of the accident or loss event with all details, even in the case of minor damage. The accident or damage report shall contain, in particular, the names and addresses of the persons involved and any witnesses, as well as the license plate numbers of the vehicles involved. Damage claims submitted by other accident victims may not be recognized. Any other damage or special occurrences relating to the vehicle shall also be immediately communicated to the Lessor, at the latest upon return.

12. Liability of the Lessor

The Lessor is liable for all damages, insofar as coverage exists as part of the vehicle insurance. For damages not covered by insurance, the Lessor's liability in the event of damage to property or assets is limited to intent and gross negligence, unless the Lessor has violated essential contractual obligations. This limitation of liability also applies to employees of the Lessor, legal representatives, and vicarious agents. The limitation of liability does not apply to a legally prescribed fault-independent liability of the Lessor or to liability arising from a contractually accepted fault-independent guarantee, or damage to life, body, or health caused by the Lessor or a legal representative or vicarious agent of the Lessor. The Lessor assumes no liability for objects and things left in the vehicle or forgotten when the rental vehicle is returned.

13. Liability of the Lessee

a) The Lessee is fully liable to the contractually agreed deductible in accordance with the general statutory provisions for damage to the operational state of the vehicle, in particular as a result of operating errors, breakage, damage caused by cargo, and loss of or damage to vehicle documents or accessories.

b) The Lessee is liable to the Lessor for vehicle damage, vehicle loss (including vehicle parts), and any FURTHER damage caused by the Lessor as a result of the breach of contract obligations, as far as the Lessee is responsible for the damage or loss, according to the following provisions:

c) In the case of slight negligence, the Lessee is only liable to the contractually agreed deductible per claim for the duration of the agreed use in case of vehicle damage and vehicle loss insofar as these Terms and Conditions do not impose any extended liability. If the Lessee is late in returning the vehicle, he/she is fully liable for all damages resulting from the occurrence of the delay in accordance with the legal requirements.

d) The limitation of liability to the contractually agreed deductible shall not apply to damage caused intentionally by the Lessee. In this case, the Lessee is liable for the full amount. In the event that the Lessee causes the damage by gross negligence during the agreed period of use, the Lessee shall be liable to the Lessor for damage to the vehicle and loss of the vehicle proportionate to the extent of the culpably caused damage up to total loss or damage. The limitation of liability on the contractually agreed deductible shall also not apply insofar as the Lessee breached any of the provisions set out in Clauses 2 (minimum age of the driver), 8 (vehicle return and acceptance), 10 b,d,e,f (obligations), and 11 (what to do in case of accident or damage). In such cases, the Lessee is liable for the full amount of any damages for which he/she is responsible. In case of gross negligent breach of these contractual obligations during the agreed period of use, the Lessee shall be liable to the Lessor for damage to the vehicle and loss of the vehicle in an extent corresponding to the severity of the fault up to the full amount of the loss or damage. The Lessee shall bear the burden of proof for the non-existence of gross negligence. The limitation of liability is not excluded if the infringement of the contractual obligation has no influence on the occurrence of damage or the determination of the damage, as well as the existence of the prerequisites for the limitation of liability. This does not apply in the case of malicious behavior.

e) Otherwise and after the expiration of the agreed rental period, the Lessee is fully liable according to the general legal regulations.

f) Multiple Lessees are jointly and severally liable.

g) The Lessee is liable without limitation for all violations of traffic regulations, laws, or other statutory provisions, as well as for any unlawful entry which he/she or third parties to whom the Lessee gave the vehicle have perpetrated. The Lessee undertakes to release the Lessor from liability in full for all charges, duties, fines, penalties, and other costs incurred during the use of the rented vehicle. Notices of any such charges received by the Lessor will be passed on to the Lessee with the addition of a processing fee according to current price list, unless the Lessee proves that the Lessor has incurred no expense or a lesser expense and/or damage. The Lessee must pay any toll fees in full and on time for the use of toll roads.

h) As long as the debt issue is not clear, the Lessor is entitled to withhold the deposit.

14. Notice of Defects and Limitation

a) The Lessee must immediately notify the Lessor in writing of obvious defects in the rental vehicle. In order to comply with prompt relay, the Lessee must send the notification in good time. If the Lessor has not been able to remedy the situation owing to the omission of the notification, the Lessee is only entitled to claims if he/she is not at fault.

b) Damage claims by the Lessor due to alteration and deterioration of the rented property shall be subject to limitation at the earliest after a period of 6 months, starting with the retention of the vehicle by the Lessor. If the accident has been recorded by the police, claims for damages by the Lessor against the Lessee are not due until the Lessor has had the opportunity to inspect the investigation file. However, the period of limitation begins at the latest 6 months after the retention of the rental vehicle. The Lessor is obligated to promptly and emphatically request inspection of the file and to inform the Lessee immediately of the time of the inspection.

15. General Provisions

a) Insofar as the signatory of the Rental Agreement has not expressly declared themselves to be the Lessee's representative, they are personally liable jointly and severally in addition to the person, company, or organization for which they have concluded the Rental Agreement.

b) Offsetting is excluded, with the exception of uncontested and legally established claims.

c) The Lessor is entitled to utilize third parties to fulfill his obligations.

d) The transfer of claims from the Rental Agreement to a third party is only permitted with the express written consent of the Lessor.

16. Data collection, Processing and Use

a) Rental Firm collects, processes and uses Renter's/the driver's personal data for the purpose of processing the rental contract as the controller in the sense of Art. 6(1) (a), GDPR.

b) These data may be transferred among Rental Firm, ADAC Autovermietung GmbH and its contractual partners/licensees/franchisors and to other authorized third parties (e.g. debt collection agencies, lawyers) for the purposes of the contract.

c) In addition, personal contract data may be disclosed to the competent authorities if and to the extent Rental Firm is obliged to disclose such information to the respective authority (e.g. public prosecutor's office). Rental Firm shall also be entitled to disclose Renter's personal data in response to requests from authorities in relation to violations reported during the respective rental period, e.g. traffic tickets, fines and other charges. The data shall not be transferred to any other third party, unless they are required for the performance of the contract, e.g. to Renter's credit card company for settlement purposes and, where clauses 13 g) and h) apply, to the company or competent agency for claiming any charges or costs directly from Renter.

d) Rental Firm reserves the right to equip, or has equipped, some of its rental vehicles with a state-of-the-art, satellite-based tracking system. This system allows to determine a vehicle's position data as well as to locate a vehicle and render it immobile in an emergency (theft, robbery, sabotage, infringement of entry regulations). Where this procedure involves the collection of personal data, Rental Firm shall not use them unless for the purposes of locating the vehicle and rendering it immobile.

17. Final Provisions

a) Place of performance is the seat of the Lessor or the agreed rental station.

b) Changes to the General Rental Terms and Conditions and additional agreements require written consent from both parties to be valid if they concern verbal agreements made in advance and at the time of conclusion of the Rental Agreement. Declarations by third parties have no influence, and in particular no binding effect on the rental relationship between Lessor and Lessee.

c) German law applies exclusively to the Agreement concluded between the Lessor and the Lessee. Priority shall be given to the provisions of the Rental Agreement and Rental Terms and Conditions. Legal provisions shall apply in addition and alternatively.

d) Should a provision be void or become invalid, the validity of the other provisions of the Rental Agreement and these Rental Terms and Conditions remain unaffected.

e) If the Lessee is a merchant as defined by the German Commercial Code, a legal person governed by public law, or a special fund under public law, the sole place of jurisdiction for all claims arising from or under this Agreement is the Lessor's place of business. The same applies to persons who do not have a general court of jurisdiction in Germany or persons who after the conclusion of the Agreement have moved their place of residence or habitual abode outside of Germany or whose residence or habitual abode is not known at the time the claim is filed.

f) Note in accordance with § 36 of the Consumer Discrimination Act (VSBG):

The Lessor does not take part in dispute settlement procedures before a consumer-enforcement agency according to the Consumer Dispute Settlement Act.

Last updated: August 8, 2018