



THE SHORT-TERM RENTAL AGREEMENT OF MOVABLES - A BICYCLE

CONCLUDED IN ACCORDANCE WITH THE CIVIL CODE

LESSOR

**Masaryk Public Library in Vsetín,
town-funded organization**

Dolní náměstí 1356,755 01 Vsetín

Business Identification Number: 00851817

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Represented by: Ing. Daniela Divínová, CEO

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Centre employee

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LESSEE

Name, surname:

Address:

Phone:

ID (Passport) no.:

2nd ID no.:

SUBJECT OF RENTAL

BICYCLE(S)

☐ SPECIALIZED

☐ AUTHOR

☐ 10230 ☐ 10232 ☐ 10234
☐ 10231 ☐ 10233 ☐ 10235

☐ 10228 ☐ 10229

ACCESSORIES

☐ Helmet
☐ Lock

☐ Hand pump
☐ Patch kit

☐ Electric adapter + key
☐ Electric bike lock + key

RENTAL PERIOD

From To

RENT

Rent amount, - CZK Refundable deposit, - CZK

OTHER PERSONS ENTITLED TO USE THE SUBJECT OF RENTAL

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BIKE RENTAL

OPERATING REGULATIONS

USE OF A BICYCLE

Bicycles can only be rented on presentation of at least one of the following documents:

- a valid ID card
- a valid passport

and another form of identification (insurance card, driving licence, etc.).

Only persons over 18 years of age can rent a bicycle.

Please inspect the bicycle thoroughly for any noticeable defects before taking it over. Later claims will not be taken into account.

If you find any faults or defects after use, you are obliged to report them when you hand over the bike.

It is not allowed to make any changes to the bicycle without the consent of the Lessor.

It is not allowed to hand over or lend the bicycle to a person who is not specified in the contract.

BICYCLE EQUIPMENT

The term *bicycle* means a bicycle equipped in accordance with Annex 12 to Decree No. 341/2014 Coll. + bicycle lock.

PAYMENTS

You will pay a deposit for each bicycle before signing the Short Term Rental Agreement. The amount of the deposit is specified in the current Price List. Upon return of the bicycle in its original condition - without defects, the full deposit will be returned to you.

The bike rental fee is set out in the Price List and the deposit is to be paid in advance.

If you exceed the time for which you have made the payment, you are liable to pay the rental fee at the appropriate rate of the current Price List. If you do not use the time limit already paid for, the money will not be refunded!

RESPONSIBILITY

Riding a rented bicycle is at your own risk and the Lessor shall not be liable for any damage caused by the subject of rental to his own property or to other movables or immovables, or for damage to other persons during the rental period, nor for the health of the Lessee during the rental period.

The Lessee assumes responsibility for all bicycles specified in the Short-Term Rental Agreement signed by him/her, as well as for persons using the bicycle specified in the agreement signed by him/her, if they are children and persons under 18 years of age.

After signing the contract, the Lessee assumes all responsibility for the subject of rental until it is handed over.

PAYMENT FOR DAMAGE

If you lose the bicycle or any part of accessory of the bicycle, you are liable to pay compensation in the amount specified in the Price List.

The compensation is specified in the current Price List.

Damage is covered when the bike is returned. The Lessor has the right to use the deposit to cover the damage incurred by them, as well as claims incurred by him against the Lessee.

The Operating Regulations are part of the Short-Term Rental Agreement and by signing them the Lessee undertakes to comply with them in their full extent.

PRICE LIST

MOUNTAIN BIKES

1/2 day (up to 6 hours).....	200 CZK
1 day (24 hours)	400 CZK
each additional day	400 CZK
1 week	1 500 CZK
helmet rental	100 CZK
refundable deposit	1 000 CZK / 1 bike

Specific length of the rental period is negotiable.

Renting and returning is possible only during opening hours.

The price applies to each rented bicycle including hand pump, patch kit and lock.

ELECTRIC BIKES

1/2 day (up to 6 hours).....	500 CZK
1 day (24 hours)	700 CZK
each additional day	700 CZK
1 week	2 500 CZK
helmet rental	100 CZK
refundable deposit	2 000 CZK / 1 bike

Specific length of the rental period is negotiable.

Renting and returning is possible only during opening hours.

The price applies to each rented bicycle including hand pump, patch kit, lock and electric adapter.

COMPENSATION FOR DAMAGE CAUSED

Rim brakes or cable damage	100 CZK material + 300 CZK service
Tire damage.....	600 CZK material + 300 CZK service
Damaged spikes	300 CZK service + 10 CZK 1 pc of spike
Front/ rear wheel total damage (destruction)	2 000 CZK
Damaged front light.....	150 CZK
Damaged rear light	100 CZK
Damaged or lost bike stand (e-bike).....	650 CZK
Damaged or lost saddle.....	800 CZK
Damaged chain.....	500 CZK + 300 CZK service
Damaged or lost bike lock.....	300 CZK
Damaged or lost e-bike lock	2 500 CZK
Damaged or lost bike helmet.....	1 700 CZK
Damaged or lost bike pedals (1pc)	400 CZK
Damaged bike shifter	1 200 CZK
Damaged or lost e-bike adapter	18 000 CZK
Bike lost or severely damaged:	
e-bike	50 000 CZK + 3 500 CZK accessories
mountain bike.....	18 400 CZK + 700 CZK accessories

Extra charge for returning the bike out of office hours	200 CZK
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Ing. Daniela Divínová
CEO

Masaryk Public
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TERMS AND CONDITIONS

ARTICLE 1

Subject of Rental

1.1. The Lessor undertakes that, from the effective date of this Agreement, the Lessee shall have the use of the bicycle(s) and other accessories listed on page 1 of this agreement in the Subject of Rental section, for the time period and under the conditions further specified in this agreement and the Operating Regulations.

1.2. The subject of rental can only be used for common tourist purposes. The bicycles are insured by the Lessor only in the cadastral territory of the Vsetín district. If the Lessee causes damage to the subject of rental, or if the subject of rental gets stolen outside the cadastral territory of the Vsetín district, the Lessee is obliged to compensate for the total damage according to the Price List without the right to compensation from the insurance benefit.

ARTICLE 2

Rental Period

2.1. The rental is agreed for a fixed period. The rental period begins and ends on the dates specified on page 1 of this agreement under Rental Period without the limitation of mileage.

2.2. The rental period may be extended for a further period upon agreement of the contracting parties by means of a written addendum to this contract

ARTICLE 3

Rent

3.1. The amount of rent is specified on page 1 under part "Rent". At the same time, the Lessee agrees to pay a refundable deposit set out in the Price List.

ARTICLE 4

Rights and Obligations of the Parties

4.1 The Lessor undertakes to hand over to the Lessee the subject of rental referred to in Article 1 of this agreement, including accessories. The handover and acceptance shall be confirmed in this agreement, which shall be signed by both parties.

4.2 The Lessor declares that the rented object is fit for the operation and use for which it is intended.

4.3 The Lessee is not entitled to transfer the subject of rental to another legal or natural person for use, except for the persons specified on page 1 of this agreement.

4.4 The Lessee is obliged to use the subject of rental in such a way that no damage is caused to it. They are obliged to report any accident or other damage immediately after they discover it to the Lessor and, in the case of damage caused by a third party, to the police. Any defects in the subject of rental caused by the Lessee shall be the responsibility of the Lessee. Any defect in the subject of rental must be reported by the Lessee to the Lessor. In the event of delay in complying with this obligation, the Lessee is not relieved of the obligation to pay for the damage incurred.

4.5 In the event that the subject of rental is out of use due to a common defect, other than an accident, the Lessee is obliged to report this fact to the Lessor, who will decide on the scope of repair. Under no circumstances is the Lessee entitled to carry out the repair themselves without a consent of the Lessor. If

they do so, the costs of such repairs shall be borne by them.

4.6 The Lessee is obliged to lock the bicycles in a designated place whenever they are parked, or to secure them so that they are not damaged or stolen.

4.7 In other respects, the parties refer to the operating rules, see below.

ARTICLE 5

Termination of Rental

5.1 The rental expires at the end of the rental period and may also be terminated by agreement of the parties.

5.2 Upon termination of the rental, the Lessee shall be obliged to return the subject of the rental to the Lessor at the place where the Lessee took it over during the specified operating hours, unless otherwise agreed by both of the parties, in the same condition as when rented - not significantly dirty.

ARTICLE 6

Final Provisions

6.1 This agreement shall become effective upon signature by both of the parties.

6.2 The Operating Regulations for Bicycle Rental of the Vsetin Tourist Information Centre, including the valid Price List are an integral part of this agreement.

6.3 Unless otherwise agreed in this agreement (Operating Regulations), the relevant provisions of the Civil Code and generally binding legal regulations shall apply.

6.4 Both parties acknowledge that in the implementation of the subject of rental of The Short-Term Rental Agreement of Movables - a bicycle - will use the personal data of natural persons (hereinafter referred to as data subjects), which meet legal protection under Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the GDPR). The processing of personal data of data subjects is carried out exclusively in accordance with the GDPR standards.

6.5 This agreement is made in two copies. Each of the parties shall receive one copy. Both signed copies shall have the same legal force.

6.6 Both parties declare that they have read this agreement before signing it, that it is the content of their true and free will, that it has been concluded after mutual discussion, in an intelligible and serious manner, not under duress or on otherwise unilaterally disadvantageous terms and conditions, and affix their signatures in proof thereof.

In Vsetín, on.....

.....
Lessor Lessee



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each additional day.....	700 CZK
1 week.....	2 500 CZK
helmet rental.....	100 CZK
refundable deposit.....	2 000 CZK / 1 bike

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