



# ES-Wohnmobile GbR

Your RV rental in East Westphalia-Lippe

Transfer station      Stadttheider Str. 49  
33609 Bielefeld / Germany

Phone                    0049 521 99996565  
Fax                        0049 521 99996566  
E-Mail                    info@es-wohnmobile.de  
Web                        www.es-wohnmobile.de

ES-Wohnmobile GbR – Heeper Str. 26b – 33818 Leopoldshöhe

Customer No.  
Offer No.

Date                      18.04.2010

Dear Customer, Dear customer,

on the following pages you will find the lease and the terms and conditions.

Once we have a completed and signed copy the lease - by letter or fax - they do get you immediately by e-mail confirmation of the booking and the Bankruptcy insurance policy. In addition, this will We will countersign the contract and sent to you. The reservation before we take if, within one week after booking your deposit with us is received. The balance four weeks before we ask to transfer to departure.

If you decide on a payment using PayPal, You can pay rent on our website at Home > Paypal make your own.

Please note that upon delivery of the vehicle \*\* Deposit is deposited. The deposit will be on the Handover protocol together with the condition of the vehicle confirmed. These can be in cash, ATM (with PIN) or by credit card. We accept VISA, MasterCard, American Express and JCB. When paying by Credit card and a stay up to max. 21 days, the Card not charged, but only the amount allocated. For more information on the vehicle, such as the detailed Briefing included a test drive, a completed together Transfer protocol, and give further explanations for Equipment you will receive at closing.

We would be pleased if you are satisfied with our offer and see an order issued against you.

For further inquiries, we are happy to available.

Sincerely

Egon Strathoff

\*\* With the conclusion of a holiday-protection package (6.90 EUR / day) is a reduction of the deposit of EUR 500 to EUR 250 possible. The holiday-protection package also includes a Trip cancellation insurance, trip demolition Insurance, a loss of rental insurance and a Contents insurance for the luggage in the motorhome (Insurance conditions). Please note that the Vacation Protection package within 14 days after Access confirmation must be completed. Upon request, we will send you a new lease agreement included Holiday protection package. Talk to us.

If you need a trip cancellation insurance, You can use these online at Rentalsearch > travel insurance for our premium partner the "HanseMerkur travel insurance AG." Please note that the trip cancellation insurance within 14 days of receipt of Confirmation must be completed.

|   |  |   |  |
|---|--|---|--|
| ES-Wohnmobile GbR<br>Heeper Str. 26 b<br>33818 Leopoldshöhe<br>St.-Nr. 313/5090/1155<br>USt.-Id Nr. DE159884615 | Übergabestation:<br>Stadttheider Straße 49<br>33609 Bielefeld<br>Tel. +49 (0)521 99996565<br>Fax +49 (0)521 99996566 | Bank Sparkasse Bielefeld<br>Konto 47 030 382<br>BLZ 480 501 61<br>IBAN DE25 4805 0161 0047 0303 82<br>BIC SPBI DE3B XXX | Bank Deutsche Bank<br>Konto 021 638 200<br>BLZ 480 700 24<br>IBAN DE26 4807 0024 0021 6382 00<br>BIC DEUT DEDB BIE |
|---|--|---|--|

# Motorhome rental

**Lease No. 2010/**

Owner: **ES-Wohnmobile GbR – Transfer station: Stadtheider Straße 49 in 33609 Bielefeld**

The tenant assumes the vehicle with the Obligation to return the same place

|         |   |                  |  |
|---------|---|------------------|--|
| Tenants | Name:   | Pass Number:     | <input style="width: 95%;" type="text"/> |
| Leader: | Street address:   | Office:          | <input style="width: 95%;" type="text"/> |
|         | Zip code, City:   | Date:            | <input style="width: 95%;" type="text"/> |
|         | Mobiltelefon: <input style="width: 95%;" type="text"/>    | E-Mail:          | <input style="width: 95%;" type="text"/> |
|         | 1. Driver, Name: <input style="width: 95%;" type="text"/> | 2. Driver, Name  | <input style="width: 95%;" type="text"/> |
|         | Date of birth: <input style="width: 95%;" type="text"/>   | Date of birth:   | <input style="width: 95%;" type="text"/> |
|         | Driving License: <input style="width: 95%;" type="text"/> | Driving License: | <input style="width: 95%;" type="text"/> |

Number of persons:  Adults  Children **No Pets, Non-smoking vehicle!**

Destination:  Estimated mileage:  about  km

Pay your bill  Bank account transfer  PayPal

| Item Name                             | Description  | Days | Price             | Total    |
|---------------------------------------|--|------|-------------------|----------|
| Camper - Typ                          |  |      |                   |          |
| Rental                                | . .2010 ( Clock) to . .2010 ( Clock)                     |      |                   |          |
| Mileage                               | km free, more kilometer calculated with 25 cent/km       |      |                   |          |
| Service                               | 2x11 kg of gas, toilet hygiene kit, carwash, instruction | 1    | 80.00             | 80,00    |
| Interior cleaning                     | Cleaning is carried out by the tenant                    |      |                   |          |
| Holiday-protection-package            |  |      | 6.90              |          |
| Ferry insurance                       |  |      | 54.00             |          |
| The total amount shall be as follows: |  |      | <b>Total inc.</b> | <b>€</b> |
| EUR                                   | VAT at 19,0% to EUR                                      | Net. |                   |          |

We ask that you note the following payments:

The deposit of **300 €** within a Week after the confirmation and  
the remaining amount of **€** up no later than four weeks prior to departure.

The deposit in the amount of **€** You can transfer in cash, ATM (with PIN) or Credit card.

The vehicle is a "self-drive rental vehicle" insured. The Deductible amount per claim of the tenant: € 150.00 or € 500.00 in the CDW in the fully comprehensive insurance.

The terms and conditions (AGB) are important Part of this contract and are on the next two Pages printed. The tenant has read the terms and recognized. Verbal agreements are not valid. The Tenant receive a duplicate confirmation of this contract to have. The contract will only come through the written Confirmation of the landlord about. Please print This contract out and leave us a signed Copy play.

, the

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenants

|  |  |  |   |  |
|--|--|--|---|--|
| <b>Head Office:</b><br>ES-Wohnmobile GbR<br>Heeper Str. 26 b<br>33818 Leopoldshöhe<br>St.-Nr. 313/5090/1155<br>USt.-Id Nr. DE159884615 | <b>Transfer station:</b><br>Stadtheider Straße 49<br>33609 Bielefeld<br>Tel 004952199996565<br>Fax 004952199996566 | Web<br><a href="http://www.es-wohnmobile.de">www.es-wohnmobile.de</a><br>Mail<br><a href="mailto:info@es-wohnmobile.de">info@es-wohnmobile.de</a><br>Online-Payment<br><a href="#">Mietanfrage &gt; Paypal</a> | Name ES-Wohnmobile GbR<br>Bank Sparkasse Bielefeld<br>Konto 47 030 382<br>BLZ 480 501 61<br>IBAN DE25 4805 0161 0047 0303 82<br>BIC SPBI DE3B XXX | Name ES-Wohnmobile GbR<br>Bank Deutsche Bank<br>Konto 021 638 200<br>BLZ 480 700 24<br>IBAN DE26 4807 0024 0021 6382 00<br>BIC DEUT DEDB BIE |
|--|--|--|---|--|

## General Rental Conditions for motorhomes (GTC)

- Valid from 22.07.2009 -

Dear Customer, the following Rental Terms be effective if agreed, in the case of Contract on the booking of a motorhome Between the contents of the ES-Campers GbR - hereinafter "Landlord" - and you achieved ahead Contract. Please read these terms and conditions therefore carefully!

### 1. Scope, contents of the contract, applicable law

1.1 The following rental conditions (general Terms and Conditions, hereinafter GC), the ES-called Campers GbR, (hereinafter "owner", shall) exclusively. Contrary to or from the terms of use Landlord deviating conditions of the tenant are not recognized. The terms and conditions of rental apply even if the Owners are aware of conflicting or from these Terms and Conditions different conditions of the tenant's lease of the Motor home to the tenant undertakes unconditionally.

1.2 Purpose of the contract with the landlord is only the rental of the motorhome. The landlord does not owe its travel services, and in particular, no package of travel services.

1.3 s between the landlord and the tenant () is Posting in case a rental contract, the only German law applies. The statutory provisions on the tour, particularly § 651a to 651i. Civil Code shall apply to the Contract either directly or in accordance Application. The tenant shaped his journey himself and of the vehicle on his own responsibility. The lease is limited to the agreed period. The automatic renewal of the Lease for an indefinite period due continued use of paint. § 545 BGB is excluded.

1.4 All agreements between the landlord and the lessee in writing.

### 2. Minimum age, authorized drivers

2.1 The minimum age of the tenant and any other driver is 23 years. Both tenants and drivers have been at least one year in possession of a vehicle of Class III or Class B or an equivalent its national / international driving license.

2.2 It is noted that the vehicles of Landlord a gross vehicle weight of 3.5 tonnes have. The tenant has to ensure that the permissible total weight of 3.5 tonnes is not exceeded is. Owner of a Class B driving license have to Must consult with the owner regarding the technically permissible maximum mass of the tenant rented To keep the vehicle.

2.3 The vehicle may only depend on the tenant and Hire designated drivers will be directed.

2.4 The tenant is obliged to name and address all drivers to whom the vehicle, he even temporarily hold leaves, and at the request of the owner to announce. The tenant has for the actions of Driver to whom he has left the vehicle, as for own to stand up.

### 3. Rental rates and their calculation, rental

3.1 The rents arising from the principle the terms of contract of the current price list Lessor. The minimum rental period is 1 days. The VAT is included in the rental rates. Apply each of the reported prices in the price list Season in the fall of the rental period booked. At each Rental will be charged a one-time service fee, the amount of which is also valid during the contract See the owner's price list is.

3.2 The respective rental prices include: from 7 Day Rental period, all driven km free, but the maximum of Tenants in the contract given mileage. Should the Actual mileage expected given Excess mileage is charged 0.25 euro / km. From 1 to 6 Day: 300 km / day, followed by 0.25 euro / km, and the Model of comprehensive insurance relevant Insurance (s.u.Ziff.12)

3.3 The daily rates are per during the rental period started 24 hours calculated. The rental period begins the acquisition of the motor home by the tenant at the Rental station and ends at redemption in the motorhome by the staff of the rental station.

3.4 On return after the time agreed in writing The landlords charge 50.00 euros per hour or part thereof, (maximum for each day late the corresponding total daily rate). Costs occasioned by arise that a subsequent tenant or other Individual claims against the landlord because of the Tenant vehicle was supplied late maintains, contributes to the tenant.

3.5 If the vehicle is returned before the expiry of the agreed Rental period is the full contractual rent to pay unless the vehicle is otherwise are rented.

3.6 The equipment of the vehicles is the internet the lessor under [www.es-camper.com](http://www.es-camper.com) to see.

### 4. Booking, rebooking, cancellation

4.1 Reservations are only after confirmation by the Landlord pursuant to para. 4.2.

4.2 After obtaining the written Confirmation by the landlord is within a week pay a deposit of 300.00 euros. The Reservation is only binding on both sides. At this period is exceeded by the tenant of the Owners of the book is no longer bound.

4.3 The reservation is confirmed the hirer be transferred free of charge, unless specified in the Owners spare capacity is available.

4.4 In case of cancellation of the mandatory reservation by the hirer the following cancellation fees will be due: up to 50 days before departure: 10% of the rent from 49th to 15 Day before the acquisition: 50% Rent from 14 Day: 80% of the rent on the date of hire or for non-acceptance of Vehicle: 95% of the rent

### 5. Payment terms, security deposit

5.1 The calculated in accordance with the accounting data Rent must be later than expected in 4 weeks Hire in an account to the tenant to be announced the landlord be free of charge received.

5.2 For short-term bookings (less than 4 weeks ) before hire is the rent payable immediately.

5.3 Insurance premiums for holiday protection package Trip cancellation insurance or Fahrversicherung made with the deposit account.

5.4 The security deposit of 500.00 euros in need Vehicle acquisition by the landlord in cash, by debit card or Credit will be provided.

5.5 The deposit will be in the proper return Vehicle on site by the owner immediately refunded.

5.6 The deposit can be by the conclusion of the "holiday - Protection package's "are reduced to 250.00 euros.

### 6. Transfer, redemption

6.1 The tenant is required before starting the journey in a detailed introduction to the vehicle by the Owners participate in the transfer station. The Landlord may refuse to surrender the vehicle to The introduction to the vehicle occurred. Caused by Fault of the lessee delays in the handover has he bear the resulting costs.

6.2 The tenant is obliged to return the Vehicle, together with the owner a final Make control of the vehicle, with a Return record is created by the lessor and the Tenant is signed.

6.3 Vehicles can generally take place after prior Agreement. Surrender and return will be together calculated as one days, if not total of 24 hours or exceeded only due to the fault of the landlord will.

6.4 The motorhome will be a full tank and must be will be returned fully tanked. Otherwise calculate Owners of 2.00 euros gross per liter of diesel fuel. Fuel and operating costs during the lease shall the tenant.

6.5 The waste water tank and lavatory cassette completely emptied by the tenant. Otherwise charged the owner a discharge package - both for the wastewater tank and the toilet cassette -- of 100 euros.

6.6 The lessee is When contracts are signed Interior for 50 euros offered. The tenant shall at Transfer Vehicle, an internally cleaned. The vehicle is leave in the same state again cleaned. Otherwise charged the landlord for cleaning the inside one Lump sum of 50 euros.

### 7. Prohibited use, care and custody duties

7.1 The Lessee shall not, in the car use: to participate in motor Events and vehicle tests, to transport flammable, poisonous or otherwise dangerous Substances, to commit customs and other crimes even if only by the law of the place of punishment are threatened; to Let or commercial Transport of passengers or for any other use beyond the contractual use goes, especially the Driving on this terrain not intended.

7.2 The vehicle is carefully and appropriately and treated properly locked on to. The for the use of relevant regulations and technical Rules are observed. The operating condition, especially Oil and water levels and tire pressure should be monitored. The lessee undertakes to check regularly to make sure that the vehicle in a roadworthy condition located.

7.3 All vehicles are non-smoking vehicles. That Smoking in vehicles is generally prohibited -- should still be smoked indoors, we calculate therefor a fee of EUR 500.00. Carriage of Animals of any kind is not allowed. If proven Animals were taken, we will charge a fee therefor from EUR 500.00.

7.4 In the case of the use of car trains and ferries one-car train and complete Fahrversicherung. The Insurance policy is at the landlord 14 days ago Travel beginning submit.

### 8. Deal with accidents

8.1 If an accident is necessary to ensure that the accident site as quickly secured. The Tenants Following an accident and a fire, Theft or damage caused by game the police immediately and Owner (telephone number on the rental agreement) to to communicate the latest immediately after the Accident the following working day. Party claims may not be recognized. The liability reduction Insurance does not apply if no police Accident recording is done.

8.2 The tenant has the landlord, even if minor damage, a detailed written To create report including a sketch.

8.3 The accident report must, in particular names and Address of the persons involved and any witnesses and the registration numbers of vehicles involved included. The tenant is responsible, the Owners provide the accident report as soon as possible let.

### 9. International trips

9.1 overseas trips within Europe are possible. Trips to non-European countries require the prior Consent of the lessor. Rides in war and Depressed areas are prohibited.

#### 10. Defects in the motorhome

10.1 Any claims by the lessee for any defects that are not represented by the landlord, are excluded.

10.2 The landlord not be responsible for the Tenants are responsible may defects caused by improper Use of the motorhome and its technical Bodies have been brought about.

10.3 Upon any deficiencies in the motorhome rental or its equipment, the Lessee nor during the Tenancy in writing to the landlord. Claims based on subsequently notified defects are excluded.

#### 11. Repairs, replacement

11.1 repairs that are necessary to the operating and traffic safety of the vehicle during the rental period guarantee may be used by tenants to the price of 150,00 Euro without further major repairs only Consent of the landlord will be ordered. The Repair costs borne by the owner upon presentation of Original documents and the parts replaced, unless according to the tenant. Bull. 12 liable for the damage. Exceptions to this rule are punctures.

11.2 If a defect by the landlord to Such a repair necessary, and leaves the Tenants do not fix his own initiative, the tenant has the landlord the lack Immediate notification and adequate time to Grant to repair. Country-specific circumstances (eg infrastructure), which delay the repair, go is not at the expense of the landlord.

11.3 If the motor home through no fault of the tenant is destroyed or it is foreseeable that the use of inappropriate will long be prevented or withdrawn, the owner entitled to the tenant within a reasonable time equivalent substitute available. If the lessor is an equivalent substitute Available, any termination of the tenant paint. § 543 Abs II No. 1 BGB excluded. If in this case from A motor home owner a lower price class offered and accepted by the tenant shall reimburse the Landlord to the tenant the difference in price to the tenant already paid in advance rent.

#### 12. Liability of the lessee's liability, insurance

12.1 The landlord is the tenant under the principles a comprehensive insurance for damage caused by a partial coverage of Lessee retains responsibility of 150.00 euros, and in a comprehensive damage costs to be paid by the tenant Excess of EUR 500.00 per occurrence of Liability exempt. The respective excess can are not excluded.

12.2 The indemnity against liability point. 12.1 will not apply if the tenant damage intentionally or grossly negligence has caused.

12.3 In addition, the tenant is liable for culpable Causation in the following cases:

-if damage due to drugs or alcohol

-related causes were unfit to drive

-if the tenant or a driver to whom the tenant leave the vehicle has an accident without justification

-if the tenant from the obligation to meet Bull. 8 in an accident, the assistance of the police fails, unless the obligation does not Influence on the determination of the damage nor the ground Had a damage level

-if the tenant other obligations under para. 8 violated, unless the obligation does not Influence on the determination of the damage nor the ground Had a damage level

-If damage to a point. 7.1 Prohibited Usage based

-if the damage referred to the breach of a duty Bull. 7.2 are based

-If damage caused by an unauthorized driver be caused to the tenant to leave the vehicle has

-If damage to a failure to Vehicle dimensions (height, StVO Signal 265, width StVO Character 264) are based

-If damage to a failure to Load regulations are based

12.4 In order to avoid a cost increase by the Damage assessment costs to the tenant, the landlord can Accidental Damage at the request of first sample invoices provide for such damages.

12.5 The tenant is responsible for all associated with the Use of the vehicle fees, charges, Fines and penalties for which the owner claims taken from it, unless they are based on a Fault of the landlord.

12.6 Several tenants are jointly and severally liable.

#### 13. Liability of the lessor, prescription

13.1 The owner has unlimited liability for intentional and gross negligence. Liable for simple negligence the landlord only and limited to the contract - foreseeable damage if an obligation is violated, adherence to the achievement of the purpose of particular importance (cardinal obligation). This Standard of liability also applies to the cases of Obstacles to performance of contract.

13.2 The foregoing limitations of liability, and -- exclusions do not apply to claims under the Product Liability Act or to damages resulting from injury of life, limb, health or freedom.

13.3 claims that after para.

13.1 no excluded, but their scope is limited only by were time-barred one year from the knowledge or grossly negligent ignorance of the, substantiating the claim Circumstances and the person of the debtor. With the exception of Claims for damages based on the loss of life, of the body, health or freedom, and are based those under the Product Liability Act statute of limitations Claims without regard to the knowledge or grossly negligent ignorance in five years from its Rise to.

#### 14. Storage and disclosure of personal data

14.1 The Tenant agrees that the Owner's personal data stores

14.2 The Landlord shall this data to third parties, which a have a legitimate interest to disclose if the Renting information contained substantially inaccurate or that the rented vehicle is not within by 24 hours after the expiry of any extension Lease or rental payment is returned in court order for payment must be made or be given by the tenant checks are not cashed. In addition, a transmission of data may all for the prosecution of misdemeanors and crimes competent authorities for the case made that the tenant in fact, has acted dishonestly or sufficient Evidence for this exist. This makes the original in the event of false information on renting, presentation false or Verlustgemeldeter personnel records, Non-return of the vehicle, failure to notify one technical defect, traffic violations, etc. At Contract will be information on the Payment default on the "Burgel Business Information GmbH & Co KG, Gasstraße 18, 22761 Hamburg sought.

#### 15. Jurisdiction

15.1 All disputes arising out of or in connection is with the lease for the motorhome, the Jurisdiction of the respective local rental station agreed where the tenant has no general jurisdiction in Germany has to be taken in the application or the ways in claim Tenant after the contract is domiciled or normal place of residence abroad, or his Domicile or habitual residence at the time of Proceedings is not known, the tenant Kaufmann or in § 38 para 1 Code of Civil Procedure is the same person asked.

#### 16. Final Provisions

16.1 All agreements must be in writing. Should any of these business relationships be or become invalid, such invalidity has to not affect the other points. The ineffective become regulations should be amended so that their purpose in an effective manner can be met. Mandatory Provisions shall remain unaffected and, as such agreed.