

**VEHICLE RENTAL AGREEMENT WITHOUT DRIVER
SPECIFIC AND GENERAL CONDITIONS BETWEEN THE UNDERSIGNED:**

PART 1 AND LESSOR: Diogo V. M Guerra da Silva, headquartered at Pátio do Claudio, Viv. Nuchos, 2000-073
Santarém, Tax ID 217225829;

PART 2 AND LESSEE: _____, holder of Citizen Card or Passport number
_____, residing at _____,
Tel: _____, holder of driving license no. _____

This vehicle (motorcycle) rental agreement without a driver is executed under the following specific and general conditions:

SPECIFIC CONDITIONS

CLAUSE 1 (Object of the contract/Vehicle):

The lessor (Diogo Guerra), through this contract, rents to the lessee the vehicle of the brand HONDA model CRF300L, with the registration number _____, having _____ kilometers, which meets all legal requirements.

CLAUSE 2 (Start, duration, price, and security deposit):

This contract starts on D____/ M____/202__ and ends on ____/____/202__, at a daily rental base cost of _____ € per day. The lessee must pay a refundable amount of _____ euros as a security deposit. Optional damage insurance: _____ (YES/NO)

GENERAL CONDITIONS

1. The lessee declares that they received the vehicle at the lessor's headquarters in good working condition and undertakes to return the said vehicle to the same location and in the same mechanical and aesthetic condition.
2. Damages resulting from normal use (on-road and off-road) will be charged fairly according to the general damage price list provided by the lessor (check website).
3. The vehicle is covered by a mandatory 3rd party insurance policy. In the event of an accident caused by the lessee involving third-party property/vehicle, the lessee will forfeit the total amount paid as a deposit (as compensation for activating the insurance) and will be responsible for paying all damages caused to the rented vehicle.
4. The lessor is not liable in any way for any injuries of any kind that may occur to the lessee during the rental period of the vehicle. Given the dangerous nature of these vehicles and off-road activities, it is the sole responsibility of the lessee to use the vehicle within safety parameters, check the vehicle's condition before each use, and ensure their own safety.
5. The vehicle must not be used or driven under the following conditions: a) By persons not identified and accepted by the lessor; b) By individuals not holding a valid driving license in Portugal; c) In violation of the Road Code; d) Outside Portuguese territory, without prior written consent from the lessor;
6. The lessee is expressly prohibited from subletting, lending, or assigning, in whole or in part, in any form or transaction, the rights arising from this contract without the lessor's prior express authorization.
7. The lessor must provide the lessee with (and the lessee must keep with them, throughout the contractual period), a digital copy of the following documents: the vehicle's registration document, proof of the 3rd party insurance policy, a copy of the rental agreement, and the annual inspection sheet, if applicable.
8. The lessor has the right to shorten the rental period and demand the immediate return of the vehicle in case of violation of any provision of this contract, without prejudice to the compensation the lessor is entitled to under legal or contractual terms.
9. If the lessee wishes to extend the rental period, they must contact the lessor to obtain an extension of the contract, otherwise, it will be considered that the vehicle is being used against the legitimate will of the lessor, and the Client will be committing the crime of abuse of trust.

10. If the lessee wishes to terminate the rental contract early, this does not exempt them from the obligation to pay the full agreed price.
11. **The lessee is fully responsible (not limited to the amount paid as a deposit)** for the following expenses: a) All expenses incurred during the rental period, including: fuel; parking fees and tolls, fines, penalties, as well as the respective legal expenses and charges for driver identification and/or procedure handling; b) **All expenses associated with accidents where, due to the lessee's fault, third-party insurance cannot be used.** c) **A replacement fee of €6000 in case of total loss of the rented vehicle, caused by (but not limited to) theft, collisions with other vehicles, fires, etc.;** d) **A repair fee of €2500 for partial or total submersion of the vehicle up to the point of water entry through the air filter, even if it occurs on paths, trails, or roads suggested by the lessor;** e) The costs of recovering and transporting the vehicle back to the lessor's headquarters if left or seized in another location.
12. In case of an accident with another vehicle or theft/robbery, the lessee must: a) immediately report the incident to the lessor; b) contact the authorities if it is necessary to clarify the fault of the accident; c) correctly and fully complete the friendly accident statement form whenever the accident involves third parties; d) not abandon the vehicle without taking appropriate measures to protect it; e) take photographs of the vehicles involved in the position they were in after the accident, as well as of the damages caused to the vehicles.
13. If any mechanical problem occurs with the vehicle, the lessee undertakes to immobilize it immediately and contact the lessor.
14. The lessor assumes no responsibility for delays or damages caused by breakdowns or accidents, provided all precautions and efforts are made to avoid such events.
15. Without prejudice to civil and criminal liability, the delay in returning the vehicle constitutes an obligation for the lessee to pay the lessor, for delay in return and for each day it persists, a compensation amounting to three times the daily rate charged by the lessor.
16. This rental agreement is governed by Portuguese law and any dispute arising from this contract will be resolved by the competent court of Santarém, Portugal.
17. If any clause or provision of this contract is deemed illegal, invalid, or void in any way, the remainder of the contract will be considered valid and enforceable.
18. The lessor processes the lessee's personal data for customer management and compliance with legal obligations. For the execution of the contract, the lessee expressly and unequivocally authorizes the lessor to collect and process the following categories of personal data: name; phone and/or mobile number; gender; date of birth; address; tax number; citizen card or passport number and their validity and issuance dates; other identification document; driving license number and issuance date; and email. For the purpose of executing the contract and managing the contractual relationship, the lessee expressly authorizes the lessor to make physical and/or digital copies of the identification document, as well as the driving license, and to keep the respective copies for the time strictly necessary for the purposes in question. The lessor may communicate the collected data to police and/or judicial authorities in case of request due to Road Code violations and for criminal investigation purposes.

The parties agree that this rental agreement and its annexes constitute the entire agreement between them and replace any previous agreements or understandings, whether written or oral.

Santarém; _____ / _____ / _____

The Lessor, Diogo Guerra

The Lessee: