

RENTAL CONDITIONS

„PTG Penguin Travel” Ltd mentioned hereby as the **Lessor** rents to the **Renter** the vehicle described overleaf (‘the vehicle’) under the following terms and conditions contained herein with which the **Renter declares that** is familiar with, acknowledges them and agrees with them:

1. CHECK-OUT AND CHECK-IN

1.1. The vehicle is rented to the **Renter** in a good order and condition, together with all the equipment and documents required by the Traffic Police, which is recorded on the Check box in the rental agreement, signed by both parties. The **Renter** is obliged to return the vehicle in the same good condition at the date, time and location fixed in the rental agreement. The vehicle has to be returned in the same condition as at the time it was rented out, together with all the documents and equipment it was supplied with.

1.2. If the **Renter** fails to return the vehicle as agreed in the rental agreement, he/she has to inform the **Lessor** no later than the time of the fixed return of the vehicle. If the delay is more than 60 minutes, the **Lessor** has to pay an indemnity equal to the amount of the rental price of the vehicle for a day.

1.3. If the rented vehicle is not returned 48 hours or more after the expiration of the fixed date, hour and place fixed in the present **Rental** Agreement (mentioned below ‘RA’) and the **Renter** did not inform the Lessor, the delay shall be considered as a theft and the **Lessor** has the right to duly inform the authorities, reserving all his rights as per this RA.

2. DAMAGES, LOSSES, ROBBERY AND OTHERS

2.1. In case the rented vehicle was damaged, there are losses or robbery of the entire vehicle or parts of it, as well as in case of fire or glass breaking, as a result of the renter’s negligence, the Renter is obliged to fully indemnify the **Lessor** (incl. to cover the expenses for the rent of the replacement vehicle, the collection/ repatriation and the repair of the damaged vehicle, as well as the missed profits for rent the period of the damaged vehicle has been repaired).

2.2. The liability of the Renter can be limited by paying an additional fee – Super Theft Protection Waiver /‘STPW’/ and Super Collision Damage Waiver /‘SCDW’/, accepted and defined upon signing the RA, which fees are not refundable. In case STPW and/or SCDW are accepted, the liability of the Renter is reduced to the amount of the STPW and/or SCDW. Even STPW and/or SCDW are accepted, the Renter is still liable for: loss or damage of car keys and/or loss or destruction of car documents, destruction, lost or steal of the plate number(s) of the rented vehicle, damage or loss of wind-screen wipers, car glasses and parts underneath the vehicle (under car body damages). When the Super insurances are applied the renter is not responsible for damage of the vehicles which are: damage of tires, wheel-rims and wheel-covers. **A written statement issued by the Police (Police Report) is MANDATORY required in case of any damage or theft, as well as damages due to use of the rented vehicle. The acceptance of the STPW and/or SCDW does not release the Renter from his obligation to obtain and provide to „PTG Penguin Travel” Ltd the mandatory Police Report in case of collision, damage or theft as it is précised.**

2.3. The liability of the Renter to third parties for damages caused due to the Renter’s action, is covered by the Third Party Liability Insurance up to its limit, except in cases as per items 5.1, 5.2, 5.3 and 5.4 of this RA. Only in the case of approved claim of the Insurance Company as per art. 19 Of the Regulation for the Mandatory Insurances, this liability has to be covered by the Renter.

2.4. In case the navigation system is stolen or lost, the **Renter** is liable for the full amount of the system – 230 EUR.

3. RATES AND METHODS OF PAYMENT

3.1. By signing the RA overleaf at time of check-out, the Renter accepts his/her obligation to pay all the final total charges resulting from this RA specified overleaf by method(s) of payment accepted by the **Lessor** (vouchers, credit cards, bank transfer, cash).

3.2. The Renter is personally liable to pay to the **Lessor** on demand as follows:

3.2.1. The rental price, the extra charge for STPW and/or SCDW limiting the Renter’s liability in case of collision, damage and/or theft of the rented vehicle (if accepted at the beginning of the rental), and all miscellaneous extra charges at the rate specified overleaf;

3.2.2. The additional fees for one-way (if any) as specified in the RA. If the one-way rental was not authorized by the **Lessor**, a penalty amount is due by the Renter.

3.2.3. All fines and costs for parking, traffic or other legal violations connected with the rented vehicle for the period it has been rented out to the renter according to the RA;

3.2.4. Lessor’s costs, including reasonable legal fees when permitted by law, incurred collecting payments due from the Renter hereunder;

3.2.5. Lessor’s costs plus loss of revenue at the daily rate shown overleaf based on Lessor’s loss of use of the vehicle; Lessor’s cost of replacing the

vehicle in the event of theft. However if Renter complies with all the terms and conditions of this RA by signing it at time of check-out, Renter’s liability for such costs shall:

- Not exceed the amount specified in box ‘STPW’ or ‘SCDW’ overleaf in case of theft or damage of all parts of the vehicle if Renter has purchased in advance the extra charge for ‘STPW’ and/or ‘SCDW’ limiting the Renter’s liability in case of collision, damage and/or theft of the rented vehicle as evidenced by the indication of ‘Yes’ at the box ‘STPW’ and/or ‘SCDW’;

3.2.6. The applicable local taxes and VAT.

3.3. The Renter is obliged to submit the information form his credit card, which is defined upon signing the RA. After the vehicle is returned in the same condition as recorded in the Check box, there will not be charged any money from the card. In case in the Check box were recorded damages or shortages as well as the vehicle is returned with missing or damaged parts the Lessor will charge the costs from the renters credit card amount after signature authorization from the renter. The charged amount will be proved by invoice from the maintenance made in licensed for this service.

4. RESPONSABILITY OF THE LESSOR

4.1. The **Lessor** is responsible for damages, as result of technical faults of the rented vehicle, proved by an independent technical survey.

4.2. The **Lessor** is obliged supply the Renter with a replacement vehicle for the rental period as per the RA of the damaged vehicle and if the replacement last more than 3 hours to compensate the renter with the amount of one day rental.

5. OBLIGATIONS AND RESPONSIBILITY OF THE RENTER

5.1. The Renter is obliged:

5.1.1. To use the vehicle properly and take good care of it;

5.1.2. In case of damage, accident or failure to take measures to locate and reduce the damage and to save the vehicle;

5.1.3. In case of damages, car accident or theft of the vehicle except small incidences, to fulfill the requirements of the Traffic Law and the Regulations for its application concerning the mandatory receipt of a Police Report from the Traffic Police and other documents at time of accident. Within 12 hours after the time of the accident/damage, the Renter is obliged to inform the **Lessor** reporting all the facts, circumstances and other data (incl. witnesses, etc.) related to the accident as well as to fully assist the **Lessor** and Insurance Company in clarifying the circumstances about the accident and the caused damages.

5.2. Renter agrees further to protect the interests of the **Lessor** and of the Insurance Company in case of accident, loss or damage to the vehicle by:

5.2.1. Obtaining names and addresses of parties involved in an accident and of the witnesses of it;

5.2.2. Not admitting liability or guilt or not giving means of payment to any person or persons involved;

5.2.3. Not abandoning the vehicle without adequate provision for safeguarding and securing it;

5.2.4. Notifying „PTG Penguin Travel” Ltd by the emergency phone even in case of light damage; further completing Lessor’s incident report within 24 hours;

5.2.5. Notifying the Police immediately if another party’s guilt has to be ascertained or if any person is injured;

5.2.6. Ensuring that the vehicle is always locked with alarm system turned on when the vehicle is unattended and that the vehicle’s documents and keys are always in Renter’s possession.

5.3. The Renter has no right:

5.3.1. To use the vehicle for towing other vehicle or a trailer as well as to participate with the vehicle in races, competitions, training, tests, transport of big, liquid or other loads that may soil the vehicle;

5.3.2. To drive the vehicle after having used alcohol, drugs or other hypnotic medicines;

5.3.3. To cede the right of driving the vehicle to third party, non authorized by the **Lessor**;

5.3.4. To transport goods in violation of the Customs regulations or in any other illegal manner;

5.3.5. To use the vehicle for travels abroad without have a green card and power of attorney issued by the Lessor.

5.4. The Renter is obliged to hold a valid driver’s license. He/ she has to have minimum one year of driving experience and to be 21.

5.5. The violation of the clauses as per items 5.1.-5.4. which has caused damages excludes the limited liability as per item 2.2. and the Renter owes full indemnity.

6. OTHER TERMS AND CONDITIONS

6.1. All changes or amendments to the RA as well as to every document mentioned above and related to this RA shall be written in order to be valid.

6.2. All disputes concerning the conclusion, amendment, change or termination of the RA shall be solved amicably and if the parties fail to do so, the dispute shall be referred to the competent authorities.

6.3. For each case not covered by this RA, the regulations of art. 228-239 of the Law of Liabilities and Obligations will be applied as well as the Traffic Law and all other regulations of current legislation of the Republic of Bulgaria.

The present Rental Agreement (RA) has been drawn and signed in two equal copies, one for each party.