



**Off Road Solutions**  
*Een oplossing op maat voor elke ondergrond*  
*Ballonbanden, off road rolstoelen, movers, trailers en meer...*  
*www.offroadsolutions.nl*

**Rental agreement**

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**Signatories,**

1. Off Road Solutions, Dorpsstraat 58, 4356 AK Oostkapelle, after this to be called renter,  
and

2.  
Name.....  
Address.....  
Postal code.....  
City.....  
Country.....  
Telephone number.....

after this to be called hirer,

**agree as follows:**

Renter declares to rent and deliver in a good condition to hirer, who declares to rented and receive in a good condition from renter, the off road wheelchair/walker.

Signatories furthermore agree as follows:

**Section 1**

1. During the time the hirer has the off road wheelchair/walker at his/her disposal, all costs with regard to the use of the off road wheelchair/walker, like storage, are at hirer's expense.
2. Any required transportation costs are at hirer's expense.

**Section 2**

Repairs to the off road wheelchair/walker carried out without renter's permission are at hirer's expense.

**Section 3**

Hirer is accountable for damage due to loss of supplied documents, like insurance policy.

**Section 4**

Hirer declares to be familiar with the fact that, with regards to the off road wheelchair/walker, no insurance has been taken out other than the ones named explicitly. Any other or more comprehensive insurance desired by the hirer has to be arranged by hirer at his/her expense.

**Section 5**

1. Hirer is accountable for all damage to the off road wheelchair/walker and its accessories which occurs during rental period and collateral damage as a result of this, whether or not it's caused by hirer's fault or through circumstances beyond hirer's control.
2. Hirer frees renter from all damage to substitute driver(s) or other persons, for which renter should be liable according to the law and that isn't covered by renter's third-party insurance.
3. Hirer frees renter from all fines, transactions and administrative sanctions etc., imposed on renter because of (criminal) offences committed during rental period by hirer and/or substitute driver(s). For these kind of fines, transactions and administrative sanctions hirer assumes in



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relation to renter, and as far as possible also externally, full risk, responsibility, accountability and liability.

4. Subsection 2 and 3 do not apply if hirer proves that costs, incurred by renter, are a consequence of a defect of the off road wheelchair/walker, that was already present at the start of the renting period.

#### **Section 6**

In case of damage or loss, whether or not caused by the hirer's and/or driver's fault and occurred with regard to the off road wheelchair/walker and/or any associated document and/or any other associated object or inflicted to any other person, hirer is obligated to immediately inform renter by telephone, and in addition to this, to confirm it in writing. Hirer is obligated to follow renter's instructions and if possible to have the police report the offence. In case of neglecting to inform renter as mentioned before and in case of not following the instructions hirer will be liable for any loss suffered by renter due to this neglect.

#### **Section 7**

Renter is not liable for any possible cost and/or damage, which might be inflicted to hirer, driver or substitute driver(s) as a consequence of any damage to and/or defect and/or loss of the off road wheelchair/walker with its accessories or to other persons.

#### **Section 8**

If the hired off road wheelchair/walker is not returned on time, hirer is owes to renter a fine of € 15 per hour for every hour the off road wheelchair/walker is returned too late. This without any requirement of proof of default.

#### **Section 9**

Renter has the right to terminate the rental agreement without any judicial intervention at all times, when according to renter hirer doesn't use the off road wheelchair/walker in a proper and cautious way.