



RENTAL AGREEMENT 0 BICYCLE

0 MOBILITY SCOOTER

Undersigned,

1. Flamingo HolidayFUN, Calle Concejal Emilio Taraja 43, 30740 Pilar de la Horadada,

hereinafter referred to as landlord, and

2. Name: _____

Address: _____

Identity number: _____

hereinafter referred to as the tenant, agree as follows:

The Lessor declares to have rented out and delivered in good condition to the Lessee, who declares to have rented out and received from the Lessor in good condition, the vehicle described below.

Bicycle brand:

Colour:

Accessories:

Charger

Helm

Chaleco

Cardena

Mochilla

Childseat

Details _____.

At the start of the rental period, the landlord pays a deposit of €, which will be refunded after the rental period, after deduction of any outstanding rent and any defects/additional costs.



The undersigned further agree to the following:

Article 1

a) The renter is obliged to take good care of the bicycle and to take all precautions necessary to protect the rented item and other accessories against damage, loss, or theft.

b) Repairs to the bicycle without the permission of the landlord are at the expense of the tenant.

Article 2

The renter is liable for damage due to loss or theft.

Article 3

The responsibility for complying with Spanish traffic rules lies with the renter.

Article 4

The lessor is not responsible for personal accidents, injuries, death, damage to property (tools and bicycles), material damage to third parties or caused by third parties or other acts or incidents, cancellations,

delay, or any other factor beyond their control. By signing this agreement, the landlord is indemnified against claims in this regard.

Article 5

The renter declares to be aware that no insurance has been taken out for the bicycle. Any insurance policies that the renter may wish to take out must be arranged by the renter themselves and at their own expense.

Article 6

a) The lessee is liable for all damage that may be caused to the leased property and its accessories during the rental period, and for consequential damage resulting therefrom, whether or not caused by the fault of the lessee and regardless of whether there is a case of force majeure.

b) The Renter indemnifies the Lessor against all damage caused by passenger(s) or co-driver(s) for which the Lessor may be liable under the law and for which the Lessor's third-party liability insurance does not provide coverage.



c) The Renter indemnifies the Lessor against all fines, etc., imposed on the Lessor in relation to the bicycle(s) during the rental period. For such fines, the Renter bears the full risk, responsibility, and liability in relation to the Lessor, and insofar as possible, also externally.

d) Clauses b and c shall not apply if the lessee proves that the amounts owed by the lessor are the result of a defect in the bicycle that was already present at the commencement of the rental.

e) Clauses b and c shall not apply if the lessee proves that the amounts owed by the lessor are the result of a defect in the bicycle that was already present at the start of the rental.

Article 7

In the event of damage, loss, or theft, whether or not caused by the fault of the Lessee of the Leased Property and occurring in relation to the Leased Property and/or any other item belonging thereto, or inflicted upon any third party, the Lessee is obliged to notify the Lessor thereof immediately by telephone.

The tenant is obliged to follow the instructions given by the landlord and, if possible, to have a report of the incident drawn up by the Guardia Civil.

In the event of failure to provide the aforementioned notification and failure to follow the instructions, the tenant shall be liable for any damage that the landlord may suffer as a result of this omission.

Article 8

The lessor accepts no liability for any costs and/or damage that may be incurred by the lessee as a result of any damage and/or defect and/or loss of the bicycle and accessories, or damage caused to third parties.

Article 9

The lessor has the right to dissolve the rental agreement at any time without judicial intervention if, in his opinion, the bicycle is not used carefully by the lessee.

Article 10

By signing the rental agreement, the renter declares to be aware of how to handle the bicycle and to keep the bicycle in good condition.

The Tenant also agrees to the General Terms and Conditions which are attached as Appendix 1 to this agreement.



Thus agreed and drawn up and signed in duplicate at

Pilar de la Horadada, the 2026

Landlord

Tenant



Appendix 1: General Terms and Conditions for the Rental of Bicycles and Mobility Scooters

The person (renter) entering into the rental agreement must be in possession of a valid form of identification and is responsible for the bicycle and associated items rented in his/her name.

The renter verifies the good condition of the rented bicycle in advance (any remarks will be noted in the rental agreement).

Upon renting the rented item, a rental agreement is completed in two copies, signed, and a security deposit of € is paid in cash. The renter undertakes to return the rented object in the same condition at the end of the rental period.

Upon return of the bicycle, the deposit will be refunded, offset against any outstanding rental fees. In the event of damage or defects to the bicycle or accessories not attributable to normal wear and tear, the deposit will be withheld for the amount of the damage.

In the event of cancellation of your reservation, the Lessor will charge you the following: up to 2 weeks before the rental period 25% of the total rental amount, within 2 weeks before the rental period 50% of the total rental amount. –

If the amount of the damage exceeds the deposit, the renter must pay this additional amount immediately. The renter is obliged to report any damage or accident to the lessor immediately, at the latest upon return of the bicycle.

No refund will be given if the bicycle is returned earlier than the agreed rental period.

In the event of a flat tire or breakdown, the renter is responsible for returning the bicycle to the agreed location. Where possible, the rental company will attempt to resolve the problem. Should such an occurrence happen en route, please contact the rental company as soon as possible.

The bicycle is handed over in perfect condition and is not insured. The renter is responsible for the rented equipment at all times, whether in the event of accident, damage, violation, loss, or theft.

The tenant undertakes to report theft immediately to the Guardia Civil.



Flamingo HolidayFUN is not responsible for personal accidents, property damage, material damage caused by third parties, or other factors beyond the landlord's control.

The Tenant is requested to sign a rental agreement and an indemnity clause at the commencement of the rental period. By signing this indemnity clause, the Lessor is indemnified against claims in this regard. –

In the event of theft, we will charge you the new value of the bicycle minus the rental fee for the replacement of the stolen bicycle.

The renter is obliged to take good care of the bicycles and to take all precautions necessary to protect the bicycle(s) against damage, loss, or theft. In the event of any of the above situations, the costs of replacement shall be borne by the renter. –

The responsibility for complying with Spanish traffic rules lies with the renter.

By signing the rental agreement, the renter declares to be aware of how to handle the bicycle and how to keep it in good condition.

The renter also agrees to these General Terms and Conditions for Bicycle Rental.