

**MTS Mobile Tiefbau Saugsysteme GmbH**  
Siegfried- Jantzer -Str. 5/ 7 · D-76726 Germersheim

Company name  
contact person  
address  
address  
address

Germersheim, 7/24/2024

## Rental agreement for rental equipment (rental remote system)

### Renter

Tenant: company/first and last name			
Street			
ZIP / City			
country			
Assigned recipient / first and last name			
Assigned recipient / ID card number.			

### Rental item

The landlord provides the tenant with the following items for use:

Designation			
Type			
Serial no.			
Accessories			

## Rental period

The contract begins at the time of handover.

	Date	time
Handover date (arrival at the tenant)		
Estimated return date		
Actual return date (date of delivery to Parcel Shipping/UPS with the enclosed return slip)		

	In days	Minimum rental period 7 days
Planned rental period		
Actual rental period		

## Rental extension:

If the tenant needs the device for longer than intended, the landlord's written consent is generally required. Extension requests will only be accepted by email; a telephone call alone is generally not sufficient.

## Rental fee

	in EURO (net)
Rental fee per day	€65.00
Total rental fee (see actual rental period/handover date to actual return date)	

The rental fee is due at the

- collection
- return

The rental fee is paid:

- by bank transfer to one of the following accounts (see footer)

If the item and/or the associated inventory/accessories are returned in an improper condition, an additional fee for the repair will be charged in addition to the rental fee. In this case, the tenant is permitted to prove that the costs were not incurred at all or were significantly lower.

## Obligations of the tenant

1. The tenant confirms that he has taken over the rental item completely and free of defects in accordance with the inventory list above.
2. The renter is obliged to protect the item from overuse in every way.
3. The tenant undertakes to compensate the landlord for any damage to the rental property that occurs during the rental period. This also applies to damage caused/caused by third parties. The landlord here already assigns parallel claims for damages against third party tortfeasors to the tenant.
4. Subletting the rental property is not permitted.
5. The renter must inform his liability insurance about the use of the rental equipment, as liability insurance is not generally liable for rented items and equipment.

## Handover and return

1. A material check should be carried out when the item is handed over. Using the above inventory list, the completeness and, if necessary, condition of the item and its inventory/accessories must be checked and certified accordingly.
2. The tenant can waive the material inspection if he certifies that it is complete even without inspection. The landlord then remains entitled to determine the current status according to his knowledge. When the item is handed over, the risk is transferred to the tenant.
3. A material check should be carried out when the item is returned. Using the above inventory list, the completeness and, if necessary, condition of the item and its inventory/accessories must be checked and certified accordingly. If the tenant decides not to inspect the materials upon return, the landlord is considered the sole controller. In this case, he is entitled to determine any shortages and to make a binding assessment of the condition of the item and its inventory/accessories at his discretion.
4. The return (handover to Parcel Delivery/UPS with the enclosed return slip) takes place no later than the third day after the end of the agreed rental period or after receipt of the repaired control system.
  - a. In the event of a late return, 20% of the daily rental price will be charged for each hour or part thereof.
5. The rental equipment must be returned cleaned and functional (condition at least as good as when the rental began). If cleaning is not performed, a cleaning fee of at least 30% of the daily base rental price will be due immediately.

To the following conditions (duties of the tenant & handover and return & rental conditions as well as general terms and conditions of MTS Mobilen Tiefbau Saugsysteme GmbH).

place and date

---

tenant

**The rental agreement overleaf is based on the following rental conditions:**

- Only the intended use of the rented items is permitted - also for safety reasons. All safety devices and protective regulations must be observed.
- All rental equipment is in perfect, operationally safe condition at the start of the rental period. When taking over the rental item, the tenant must check that the items and accessories are complete. The landlord can help with the inspection if requested.
- If the rental item or accessories are lost, or if accessories have been rendered unusable by the renter, the parts in question will be charged at the list price, unless the damage is due to normal wear and tear.
- The tenant is liable for all damage to the rental item that occurs due to intent, negligence, improper use or other circumstances for which he is responsible (e.g. use by unauthorized persons).
- The tenant is liable for the loss of the rental property if the loss is due to circumstances for which the tenant is responsible. The tenant must store the rental item carefully, in particular to secure it against theft and protect it from fire and weather influences.
- The landlord assumes no liability for damage caused to the tenant, a third party or to an item caused by the rented item if the rented item was not used as intended, not competently or improperly.
- The tenant is responsible for transporting the rental item to the tenant and back to the landlord. He also bears the transport risk. If there is a special agreement between the landlord and the tenant, the rental item can be delivered to the tenant, set up, dismantled and picked up again, subject to a reasonable fee. Delivery and installation as well as dismantling and return transport are always carried out at the risk of the tenant. Intent and gross negligence are excluded from this liability.
- We reserve the right to charge a deposit at least equal to the expected total rental price when the device is picked up.
- The tenant is obliged to report any damage to the rental property to the landlord, regardless of whether this damage is due to natural wear and tear or is the landlord's responsibility. The use of a rental item that is damaged or not in an operationally safe condition is not permitted. The rental item may not be opened or repaired by the tenant or a third person. All repairs must be carried out by the landlord or a person or company commissioned by him. The tenant bears the repair costs if the damage to the rental item is the tenant's responsibility.
- The landlord is entitled to terminate the contract without notice if the tenant makes improper use of the rental property or leaves the rental property to third parties without the landlord's written consent or does not pay any outstanding rent within 24 hours despite a written request for payment.
- In the event of termination of the rental agreement without notice, the landlord has the right to reclaim the rental item immediately. If the rental item is not returned within 24 hours, the landlord has the right to have the rental item picked up at the tenant's expense.

- If individual provisions of this contract are or become ineffective, the contract will remain in force in accordance with the remaining provisions.
- The place of performance is the registered office of the landlord. If the tenant's contract is part of the business of a merchant, the landlord's registered office is agreed as the place of jurisdiction. For tenants who move their residence abroad or who have an unknown place of residence in the event of a lawsuit, the landlord's registered office is agreed as the place of jurisdiction.

Our general terms and conditions also apply  
(MTS website: <https://www.saugbagger.com/agb/>)

## Transfer document

Declaration of the tenant:

I have taken delivery of the item and its inventory/accessories in a condition that has not been used. I have checked that the item is complete and free of defects. By handing over the item, I undertake to follow the instructions for use as well as the safety and care instructions. The following shortages/deviations were identified:

Place and date

\_\_\_\_\_

Lessor

Place and date

\_\_\_\_\_

tenant

## Return receipt

The rental item was returned by  the tenant on.

The item and its accessories/inventory were returned complete and free of defects in accordance with the handover documents. Deviating from the handover status, the following deficiencies/incompletenesses were identified:

Place and date

\_\_\_\_\_

Lessor

Place and date

\_\_\_\_\_

tenant