

Rental Terms and Conditions

1. General

1. Regardless of any express written agreements, all information provided by the tenant regarding essential circumstances for the rental contract constitutes an integral part of this contract. In particular, the tenant, by signing, binds themselves to the payment of the agreed rental price.
2. Considering the exceptional risks associated with renting a motor vehicle known to both parties, the tenant agrees to drive without any alcohol and/or drug influence.
3. Unless otherwise agreed, the vehicle may only be used on public roads. The following purposes are prohibited:
 - Motorsport events (test and driver safety training, racetracks)
 - Unlawful purposes, such as committing crimes.
 - Commercial purposes, such as transporting passengers and/or dangerous goods
4. Our vehicles are equipped with a GPS tracking system. Journeys are recorded and stored.
5. The tenant is obliged to handle the vehicle carefully and properly. Roadworthiness (especially tire pressure, lighting, fluids) must be checked regularly. Engine warm-up phase: The engine must not exceed 4,000 RPM until the engine oil reaches at least 75°C. Any damages that may occur as a result will be charged to the tenant. This can be proven even years later through the analysis of the engine control unit.
6. The vehicle must be secured against theft, break-ins, and damage by third parties.
7. The tenant declares that all statements made by them, especially regarding the assumption of their obligations, are also made on behalf of the authorized drivers of the rental car, so that all statements also affect and bind the authorized drivers.
8. Turning off the traction control and ESP is prohibited. Loss of insurance benefits!
9. Drifting, burnouts, launch control starts, track mode, and similar activities are prohibited! If these activities are conducted and it can be proven that the tire tread depth has decreased, the tenant will be charged for a new set of tires and €500 flat for overloading the vehicles.
10. The tenant is fully liable for all damages resulting from violations (e.g., gearbox damage from launch control, brake overload).
11. The vehicle is provided with a full tank by the lessor and must be returned fully fueled by the tenant. Fuel costs as well as operating costs (oil, coolant, etc.) during the rental period are at the tenant's expense. If a vehicle is not returned with a full tank, a refueling fee of €30.00 plus €2.50 per missing liter of fuel will be charged.
12. Unless otherwise agreed, the vehicle may only be used in Austria/Germany/Italy/Switzerland.
13. Absolutely no smoking is allowed in the vehicle!
14. During severe weather conditions (heavy rain, hail, snowfall, and storms), the vehicle must be safely sheltered and not driven.
15. The vehicle must be returned clean (inside and out) to the lessor; otherwise, all cleaning fees will be invoiced to the tenant. The deposit can only be refunded after inspection of a clean and dry car.
16. Cash redemption of vouchers is not possible. We do not assume liability for the availability of vehicles. Our cancellation policy applies to reservations. Vouchers for specific vehicles expire if the vehicle is no longer available. A Voucher is valid for 5 years.
17. The tenant is liable for damages to the brakes (overload, stone impacts).
18. Due to the use of a navigation device, the navigation data entered during the rental period may be stored in the vehicle. When connecting mobile phones or other devices to the vehicle, data from these devices may also be stored in the vehicle. If the tenant/driver wishes to have the data deleted from the vehicle after returning it, they must ensure this before returning the vehicle. The lessor is not obligated to delete the data.
19. The lessor reserves the right to report any damages that have been overlooked during the initial inspection upon return of the vehicle (especially in the case of a wet vehicle) for up to 7 days after the end of the rental period. However, it must be proven that the vehicle has not been driven during this time (mileage, GPS record).
20. All charging and blocking fees are to be paid by the tenant, either directly at the charging station or to the lessor upon returning the vehicle at the Superchargers.
21. If a vehicle fails due to a defect, ALPCARS is not liable for the damage incurred by the tenant. However, ALPCARS will try to provide a replacement vehicle from its own fleet.

2. Rental Agreement, Tenant, and Authorized Drivers

1. The rental agreement is concluded by written signature or by confirmation via email or by telephone, which must be confirmed by the lessor in written form.
2. There is no right of withdrawal for rental agreements.
3. Tenants can be one or more individuals who must be explicitly designated as tenants in the rental agreement.
4. The tenant may not lend the vehicle to unauthorized third parties. Violation leads to the loss of the entire insurance coverage. All resulting damages are fully borne by the tenant.
5. When picking up the vehicle, the tenant must present the following documents:
6. A valid driver's license for each contractual driver in Austria
7. A valid ID card or passport
8. A valid means of payment
9. If the specified documents are not provided or are incomplete at the start of the rental, the lessor is entitled to withdraw from the rental contract. Claims by the tenant for non-performance are excluded.

10. During the handover, a protocol is created, which records the most important data for the vehicle rental. This includes tenant data, condition, and mileage of the vehicle, etc. All known damages to the lessor are recorded. The tenant is obliged to inspect the vehicle, confirm these known damages, and note any unknown damages in this protocol.
11. When returning the vehicle, ALPCARS continues the protocol created during handover. In the presence of the tenant, the obvious condition of the vehicle, mileage, and any damages are added to the protocol. If the vehicle is returned wet or dirty, any damages may only be recognized after the next car wash and can be charged to the tenant retroactively.

3. Rental Period and Payment Terms

1. The rental period is expressly agreed upon in writing between the lessor and the lessee. A daily rental period consists of 24 hours, commencing from the rental start time indicated on the front side of the rental agreement. Any additional hours not agreed upon will be charged at a rate of one-fourth of the daily rental price per hour. By providing written consent for the rental, the lessee acknowledges having read and accepted ALPCARS company's rental terms.
2. If the lessee intends to extend the agreed-upon rental duration, they must notify the lessor at least three hours before the end of the agreed rental period and obtain the lessor's approval. If approval is denied, the rental vehicle must be returned promptly at the agreed-upon return time. In the case of an orally agreed-upon extension of the rental agreement, all terms of the original rental agreement remain in effect. Failure to extend the rental agreement (regardless of the reason) results in the lessee forfeiting all rights under the rental agreement, including the insurance coverage promised by the lessor and the lessee's liability reduction. Regardless, the lessee is obligated to pay the respective rental price as per the price list for the duration of the unauthorized rental extension, excluding separate charges for contractual liability limitations. The lessor reserves the right to prove additional damages.
3. The rental price, including insurance coverage, is determined by the lessor's current price list. The rental price, plus the deposit, must be paid in advance. This also applies when extending the rental duration as agreed.
4. A booking is considered valid only if an advance payment of 20% of the booked rental price is made to ALPCARS company within ten days of the written agreement. Failure to do so will result in the company ALPCARS canceling the reservation.
5. Upon termination of the rental agreement, the rental vehicle must be returned to the lessor's rental station where the rental originated, during business hours, subject to any special agreements made in the rental contract.
6. The lessee is not entitled to set-off or assert a right of retention against the lessor's rental price claim unless the counterclaim is undisputed or has been legally established.
7. When paying with a credit card or when the deposit is held by credit card, ALPCARS company is authorized to settle any incurred damages, deductibles, and other claims from the rental relationship through the credit card. The refund of the deposit may take several days depending on the card provider.
8. The lessor is obliged to provide a deposit as specified in the price list at the start of the rental. The deposit does not accrue interest.
9. If the lessee exceeds the included kilometers during the rental period, the lessee agrees to pay the additional kilometer charge according to the separate price list for each excess kilometer driven.
10. Unused inclusive kilometers, including those purchased or obtained through promotions, expire at the end of the agreed-upon rental period. No refunds of any kind will be provided.

4. Damage to the Rental Vehicle

1. **Technical Damage.** In the event of malfunctions or other technical issues with the rental vehicle, the lessee must promptly inform the lessor. The repair of damages may only be conducted at an authorized service center for the rented make and model of the vehicle with the express written permission of the lessor. The lessor's approval is not required if the service center provides the lessee with a written and binding assurance that the repair costs will not exceed 80 EUR before the repair is conducted. The lessor will reimburse the lessee for the actual costs incurred for the repair of damages, as per the preceding provisions, upon presentation of the original invoice paid by the lessee, provided that the lessee demonstrates that the damages and malfunctions were not caused by them or that road safety was compromised.
2. **Damages Due to Accidents.** An accident damage, as per these provisions, includes any incident in public or private road traffic that is causally related to its risks and results in property damage to the rental vehicle, whether or not another road user is involved. In the case of any accident damage, the lessee is obligated to:
 - a) Immediately notify the police and remain at the scene until the notified police arrive.
 - b) Record the names and addresses of all involved individuals, license plate numbers of the involved vehicles, insurance details of the parties involved, as well as the names and addresses of any witnesses.
 - c) Create a comprehensive accident report (description of the accident location, including a sketch, the time of the accident, and the course of events) and submit it to the responsible ALPCARS staff member.

The lessee is not authorized to provide an acknowledgment of guilt, verbally or in writing, or to preempt the settlement of the accident case through the liability insurance for the rental vehicle by any other statements, concessions, or payments. The lessee is obligated to immediately notify the lessor of an accident by phone, and if necessary, by email. Upon return of the rental vehicle, the lessee must report all damages, malfunctions, and accident damages to the lessor without request, even if they have been repaired in the meantime.

5. Lessee's Liability

1. **Unlimited Liability of the Lessee for Unauthorized Driver.** If the lessee allows a third party not listed in the rental agreement to use the rental vehicle, both the lessee and the third party are jointly and severally liable for any damage to the rental vehicle.

2. Contractually Agreed Liability Limitation for the Lessee and Authorized Drivers. Through a separate agreement, the lessee and authorized drivers can limit their liability for damages. Such contractual liability reduction is equivalent to comprehensive insurance. In this case, the lessee and authorized drivers are liable for damages up to the amount of the agreed deductible. Liability for traffic violations and offenses cannot be excluded.
3. Unlimited Liability of the Lessee and Authorized Driver Despite Contractual Liability Limitations for Accidents, Theft, Vandalism, Overloading, etc. The liability reduction does not apply to damages intentionally caused by the lessee or driver. In the event of gross negligence or breach of duty leading to damage, ALPCARS is entitled to hold the lessee or driver liable to the extent of their fault, up to the total amount of the damage. The lessee or driver bears the burden of proof to demonstrate the absence of gross negligence. The lessee and driver, regardless of the agreed liability limitation, are jointly and severally liable to the lessor for full compensation in the following cases:
 - a) In all cases where the lessor's comprehensive insurance may deny coverage to the lessee under the comprehensive insurance contract, as well as beyond that.
 - b) When operating the motor vehicle by the driver under even the slightest influence of alcohol and/or drugs.
 - c) When the lessee, who is entitled to select the driver independently, hands over the rental vehicle to a driver who does not possess the required driver's license for the respective rental vehicle.
 - d) When the vehicle is used unlawfully or for sports competitions.
 - e) In the case of unauthorized trips abroad with the rental vehicle.
 - f) The lessee is liable for all damages to the vehicle resulting from operating errors or overuse during the rental period. In the event of damage, it will be assessed whether and when the lessee improperly operated the vehicle, leading to the damage (e.g., not observing the warm-up phase, over-revving, shifting errors). This will be determined through a technical inspection at a workshop and can be established up to 2 years after the rental. The lessee may be charged the full repair amount. Aquaplaning damage is entirely attributable to the lessee and is not covered by comprehensive insurance.
 - g) The lessee and the driver are liable without limitation for violations of legal provisions, especially traffic and regulatory laws, committed by them or third parties during the rental period. The lessee and the driver indemnify the lessor from all fines and warning fees, fees, and other costs imposed by authorities or other entities in connection with such violations. We charge a processing fee of €15 per official order for subsequent fines.
4. Extent of Compensation for Damages to Be Provided. In the event of liability, the lessee and driver are jointly and severally liable for the following damages:
 - a) The lessee's liability extends to repair costs plus any potential depreciation or, in the case of a total loss of the vehicle, the replacement value of the vehicle minus the residual value. Furthermore, the lessee is liable for towing costs, recovery and return costs, expert fees, and any other costs incurred by ALPCARS, as well as loss of rental income equivalent to 60% of the daily rates from the applicable price list.
 - b) If the vehicle is entrusted to third parties, the lessee is responsible for ensuring compliance with the provisions of this rental agreement and the conduct of the third party as if it were their own behavior.
 - c) In the event of non-compliant use of the vehicle, all insurance coverage is void. The lessee is responsible for all resulting damages.
 - d) For each damage claim (regardless of coverage by comprehensive insurance or not), the lessee must pay €500 in processing fees to the lessor.

6. Lessor's Liability

Claims for damages by the lessee against the lessor arising from the rental agreement, unless the claim relates to injury to life, body, health, or a material contractual obligation, are excluded unless the damage results from grossly negligent breach of contract by the lessor or from intentional or grossly negligent breach of contract by a legal representative or vicarious agent of the lessor. This provision also applies to damages resulting from the violation of duties in contract negotiations. The lessee expressly releases the lessor from any liability for damages or losses to or from items transported with the vehicle or left in it.

7. Termination for Cause

The lessor is entitled to terminate the rental agreement with immediate effect for worthy cause. Good cause shall include, in particular:

- Inadequate maintenance of the vehicle.
- Improper and unlawful use.
- Intentional damage to the rental vehicle.
- Attempting to culpably conceal or hide damage.
- Use of the vehicle to commit or facilitate intentional criminal acts.

8. Cancellation Terms

1. A confirmed booking/reservation is valid and binding, whether in writing or verbally.
2. Up to seven days before the start of the rental period, a one-time modification of the booking is possible for a rebooking fee of 30 EUR. There will be no refund of any prepaid rental payments. In case of cancellation, a cancellation fee will apply. Cancellation is possible up to 72 hours before the rental period. The amount of the cancellation fee depends on the time of cancellation:
 - Up to 4 weeks before the start of the rental period: free of charge.
 - From the beginning of the fourth week until the beginning of the 2nd week before the start of the rental period: 30% of the rental price.

- Less than 4 weeks to 72 hours before the start of the rental period: 50% of the rental price.
- In case of non-collection: 95% of the rental price.

9. Data Protection

1. The vehicles are GPS-monitored, and trip data is stored in a system.
2. Lessee's data will be stored and may be used and disclosed for various purposes (fines, damages).
3. The Tesla has a Sentry Mode and a dashcam, and recordings are stored for a few hours.

10. Final Provisions

Austrian law shall apply.

If individual provisions of these terms and conditions are wholly or partially invalid or unenforceable, or if they later lose their validity or enforceability, this shall not affect the validity of the remaining provisions. In place of any invalid or unenforceable provisions, the statutory provisions shall apply.

If the lessee is a merchant, a legal entity under public law, or a special public fund, the exclusive place of authority for all disputes arising from this contract is the registered office of ALPCARS. The same applies if the lessee does not have a general place of authority in Austria or if their place of residence or habitual residence is not known at the time of filing the lawsuit. Violations of the rental terms are considered a breach of contract and are subject to an additional penalty of 500.00 EUR.