



## Contract of lending - Electric cargo bike

Between the General Student Committee of the  
University of Koblenz-Landau, Campus Landau (AStA Landau)  
Fortstraße 7, 76829 Landau in der Pfalz  
in the following indicated as "lender" and

**Surname, First name:** \_\_\_\_\_

**Street, Number:** \_\_\_\_\_

**Postal code, City:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Mail:** \_\_\_\_\_

**Student**

**University group**

in the following indicated as "borrower".

### § 1 Lending period

The lender lends the borrower the cargo bike "CargoBike Cruiser long" of the brand Bakfiets (hereinafter referred to as "cargo bike")

from \_\_\_\_ . \_\_\_\_ . \_\_\_\_ (DD.MM.YYYY) \_\_\_\_ : \_\_\_\_ o'clock until \_\_\_\_ . \_\_\_\_ . \_\_\_\_ (DD.MM.YYYY) \_\_\_\_ : \_\_\_\_ o'clock for free use. The maximum loan period is 5 days during lecture periods and 14 days during non-lecture periods.

### § 2 Authorized drivers

The cargo bike may only be driven by the borrower and the following (maximum two other) persons:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

The borrower is responsible for ensuring that authorized drivers fulfill their obligations to the lender under this contract.



### **§ 3 Use of the cargo bike**

Our cargo bike is an e-bike. It may only be ridden at a reasonable speed (maximum 20 km/h) and within the scope of intended use. Wearing a helmet is recommended. The borrower is obliged to familiarize himself/herself with the operation of the cargo bike and to be instructed in its use by the lender. The risk of tipping over is expressly pointed out. When not in use, the cargo bike must be secured with the lock borrowed at the time of rental.

### **§ 4 Behavior in road traffic**

The borrower undertakes to observe the legal regulations in road traffic. Furthermore, the borrower assumes the obligations with regard to road safety of the cargo bike. Rides are only permitted on paved roads. The roadworthiness must be checked by at least one of the users before each ride.

### **§ 5 Accident**

In the event of an accident, the police must be called in if possible. If this is not possible, the borrower must draw up an accident report showing the place, time, course of the accident, vehicle registration number and the addresses of the persons involved. The borrower is obligated to compensate the lender for all property damage and financial losses resulting from an accident, insofar as these are not borne by third parties or the vehicle insurer.

### **§ 6 Insurance, liability**

The cargo bike is insured against theft. However, the borrower is liable for all changes or deteriorations to the bicycle if these are based on use not in accordance with the contract. Taking out a liability insurance is recommended. In addition, liability will also have to be assumed in the event of loss or destruction of the bicycle or individual parts. The liability of the borrower is determined by §§ 598 ff BGB. According to §599 BGB the borrower is only liable for intent and gross negligence.

### **§ 7 Breakdowns**

In the event of a breakdown, the lender must be notified immediately in order to coordinate the further procedure. E-mail: [Auto@asta-landau.de](mailto:Auto@asta-landau.de) or [Umwelt@asta-landau.de](mailto:Umwelt@asta-landau.de)

The borrower must compensate the lender for any repairs resulting from improper operation or improper use.

### **§ 8 End of the contract**

The contract ends with the expiry of the rental period. No notice of termination is required. The cargo bike must be returned in a cleaned condition. Unless otherwise agreed, the place of return is the place of issue: University of Koblenz-Landau, Landau Campus.



### § 9 Deposit

The borrower pays a deposit of 20€ to the lender. The deposit is not interest-bearing. If the vehicle is returned according to the contract, 20€ will be paid to the borrower after the end of the contract period. The lender is entitled to retain the deposit if claims against the borrower are still open or to offset them against open claims.

### § 10 Severability clause

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply in the event that the contract proves to be incomplete.

### Handover:

Together with the cargo bike the lender lends:

<b>Battery + Battery key</b> <input type="checkbox"/>	<b>Lock and key</b> <input type="checkbox"/>	<b>Speedometer/ control unit</b> <input type="checkbox"/>
<b>Pannier bags</b> <input type="checkbox"/>		

20 Euro deposited

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature lender

\_\_\_\_\_  
Signature borrower