

UTILITY AGREEMENT OF THE 'HEBI' BICYCLE CARD AND BICYCLES

which is concluded between

on one hand

The Local Government of Hévíz (seat: 1, Kossuth Lajos street, Hévíz 8380, tax number: 18969977-2-20) as the Lender (hereinafter: **Lender**)

represented by and authorized to sign the agreement (in accordance with the contract of assignment of number, date) **HévízTDM Association** (seat: 2, Rákóczi street, Hévíz 8380, phone number: +36/83-540-131, e-mail: heviz@tourinform.hu)

on the other hand

name:

place and date of birth:

mother's name:

permanent

address:

.....

(postal code, settlement, name of the street, house-number)

ID number: phone number:

e-mail address:

as the User (hereinafter: **User**), together as Parties

in connection with **the usage of the Bicycle card (hereinafter: HEBI Bicycle card) that allows the use of the 'HEBI' Hévíz Bike bicycle sharing system (hereinafter: HEBI Bicycle)** on the undersigned day and place, under the following conditions:

1. The contracting parties agree that the Lender give the HEBI Bicycle card with the identification number of to the User to use it from the date/...../201... to/...../201... The User takes possession of the HEBI Bicycle card by signing the present agreement and on payment of the deposit (Civil Code:6:365 §), the amount of which is determined in the 10th paragraph, at the TDM Association.
2. The contracting parties lay down that with the possession of the HEBI Bicycle card, the User is entitled to use the HEBI Bicycle in accordance with the regulations determined in appendix 1, 'Hévíz BIKE – REGULATIONS ON USING THE 'HEBI' BICYCLE SHARING SYSTEM that has to be considered as an integral part of the present document.
3. The User takes notice of the fact that the maximum duration of the usage of the HEBI Bicycle is 4 hours per day.
4. The Lender guarantees that the HEBI Bicycle is technically suitable for proper use in accordance with the aims of usage that are determined in appendix 1, during the time of usage, and a third person does not have any right or claim for the HEBI bicycle that can prevent, restrict or exclude the User from the use of the bicycle during the period of Rental.

5. The User declares and by signing the present agreement acknowledges that the Lender informed them in detail about the HEBI Bicycle card, and the regulations in connection with the use of the HEBI Bicycle that can be utilized with the possession of the card – particularly about the responsibilities the User is facing by using them.
6. The User is responsible for the proper use of the HEBI bicycle, they have to use, handle and protect it with adequate carefulness. The User is not entitled to give over, lend or let the HEBI bicycle to anyone else for use. In accordance with the Civil Code, the User has a full financial responsibility for every damage arising from the violation of the present obligation.
7. The obligation of the User described in the 6th paragraph includes the protection of the HEBI Bicycle from getting lost or stolen in particular.
8. Before using the bicycle, the User has to make sure that the Bicycle is in a condition that is technically suitable for use. By starting to use the Bicycle, the User acknowledges that it is in a condition suitable for transportation.
9. The User has to inform the Workstation about any extraordinary events in connection with the HEBI bicycle (particularly in case of destruction or theft). The User has to act with adequate carefulness in order to prevent the use of the HEBI Bicycle by unauthorized persons.
10. The User has to pay a deposit of 1000 forints for the use of the Bicycle in cash, simultaneously to the signing of the present agreement at the TDM Association. The amount of the deposit will be refunded for the User when giving the HEBI Bicycle card back to the TDM Association and signing the declaration of acceptance.
11. The HEBI Bicycle card is valid for 1 year, if the HEBI Bicycle card is not returned to the TDM Association by the User after the expiry, it will result in the forfeiture of the deposit, at the same time the HEBI Bicycle card will be invalidated.
12. The contracting parties have to act in a cooperation with each other while fulfilling the present agreement. The contracting parties have to inform each other without delay about every circumstance, obstacle that is important in terms of the present agreement. Every notice or other communication in connection with the present agreement has to be made in a written form, via registered letters with return receipts, fax, e-mail or short message sent to the address and phone number specified in the present agreement. The contracting parties agree that the letter which is sent for the second time in the above mentioned form, has to be considered delivered on the 5th day after posting even if it is returned to the sender with the marking of the following: the addressee is 'unknown', 'moved', 'address inadequate', 'not accepted' or 'not claimed'.
13. The User enters into an obligation of informing the Lender about every change in the personal details, that is relevant from the point of view of the present agreement, in a written, verifiable form within 3 working days. If the User fails to fulfill their obligation to do so, they have a full responsibility for the damage they cause.
14. In accordance with the related data security provisions, the User expressly agrees to provide their personal details to the Lender in order to fulfill the

aims determined in the agreement, particularly to fulfill the claims arising from the present agreement or appendix 1. By signing the present agreement, the User declares that they have informed the Lender about the rules of the management of their personal details.

15. By signing the present agreement, the User expressly acknowledges that they are aware of the contents of appendix 1 which is an integral part of the present agreement, they received a response to the questions in connection with it and they consider its contents as compulsory.

16. For issues not regulated by the present agreement, the related provisions of Act V of 2013 about the Civil Code have to be applied.

After reading, understanding and interpreting the present utility agreement, the contracting parties signed it with their own hands, as it is completely corresponding to their will.

Date: Hévíz,/...../201.

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User

.....

Lender

represented by and authorized to sign the agreement

Undersigned acknowledges that today they received the amount that was deposited at the signing of the Utility agreement back.

Hévíz,/...../2014

.....

signature