Loan agreement

Free loan of an item or vehicle between private persons (German law: §§ 598 ff. BGB).

§ 1 Parties

Lender (name)

Borrower (name)

Address

Address

Phone / email

Phone / email

§ 2 Item

Description, make, model

Serial number / licence plate

Accessories

Condition at handover (existing defects)

Current value (approx., €)

§ 3 Term

Start (date)

Return no later than

Place of return

The lender may demand early return if they unexpectedly need the item themselves, or if the borrower uses it contrary to the agreement or passes it on to third parties without permission (§ 605 BGB).

§ 4 Free of charge and deposit

The loan is free of charge. A deposit only serves as security and is repaid in full when the item is returned properly.

☐ no deposit ☐ deposit agreed

Deposit amount (€)

Received on

§ 5 Use

Agreed purpose

The borrower uses the item only as agreed and does not pass it on to third parties without the lender's consent (§ 603 BGB). The borrower bears the ordinary maintenance costs such as fuel or consumables (§ 601 BGB).

§ 6 Liability

The borrower is not responsible for normal wear from agreed use (§ 602 BGB) but replaces any further damage or loss they are responsible for. The lender is only liable for intent and gross negligence (§ 599 BGB) and for defects they fraudulently conceal (§ 600 BGB).

§ 7 Return

The item is returned complete, clean and in the condition it was handed over in, apart from normal wear (§ 604 BGB). A handover protocol with photos is recommended.

§ 8 Further agreements

For example: who may drive, cleaning, fuel level, contact

Place, date

Signature – lender

Signature – borrower

Note: sample without warranty, not legal advice. If money is charged for the use, it is a rental, not a loan (§ 535 BGB). For vehicles, check first whether the insurance covers other drivers.