

## Rental Agreement

Owner – Motorhome Rental Company:

[www.adriatik.si](http://www.adriatik.si)

Saša Primožič s.p.

Reboljeva 40

1236 Trzin

VAT: SI85298999

Tenant:

Name and surname: \_\_\_\_\_

Address: \_\_\_\_\_

Postal code and post office: \_\_\_\_\_

Telephone number: \_\_\_\_\_

enter into a

## **MOTORHOME RENTAL AGREEMENT (hereinafter referred to as Agreement)**

### **1. RENTAL PERIOD**

The rent of the motorhome is agreed for a period from (including) \_\_\_\_\_ to (including) \_\_\_\_\_. The period lasts \_\_\_\_\_ days.

### **2. SUBJECT OF THE CONTRACT / MOTORHOME**

The subject of the contract is the motorhome \_\_\_\_\_, reg: \_\_\_\_\_; year \_\_\_\_\_, (hereinafter referred to as the motorhome) with the equipment specified and stated in the Takeover Record for a period agreed upon in the first article of this Agreement.

### **3. RENTAL PRICE**

3.1. The cost of renting the motorhome is \_\_\_\_\_ € (VAT included). The price includes a mandatory and casco insurance with a 1% deductible franchise and a Green Card.

3.2. The mileage allowance is set at 300 kilometers per day of rental. If at the end of your rental you have driven more than 300 kilometres per day, you will be charged 0,30 EUR per each additional kilometre driven.

3.3. The price includes the preparation of the motorhome, the permission to drive a foreign vehicle outside Slovenia (if the country of destination is not a member of the European Union), toilet chemicals, gas, a Slovenian Vignette, the kitchen set, the camping equipment.

3.4. The price does not include fuel.

3.5. All potential traffic violations that occur during the motorhome rental period agreed upon in the first article of this Agreement are charged to the tenant.

### **4. PAYMENT**

4.1. Before or on the day of the takeover of the motorhome, the tenant pays the entire rental price.

4.2. If the motorhome is returned before the expiry of the Agreement, the price is the same as the price agreed upon in the 3.1 article of this Agreement (the late pick-up or the early return of the motorhome does not entitle the tenant to any refund). If the tenant returns the motorhome after the agreed rental period end time, a late fee of 50.00 EUR per hour is charged (for each hour you are late), unless otherwise agreed.

4.3. At the time of reservation the tenant is required to pay a deposit. The amount of the deposit is \_\_\_\_\_ € (VAT included) and must be paid before \_\_\_\_\_ to the account number: SI56 1010 0005 6302 093. The reservation will take effect upon receipt of the deposit payment.

### **5. SECURITY DEPOSIT**

5.1. At the latest on the day of the takeover of the motorhome, the tenant must pay a security deposit for the motorhome in the amount of 500,00 € to cover the following costs:

- 1% deductible franchise and loss of bonus for casco insurance in case of an accident or damage of the motorhome,
- minor internal and external damage to the motorhome,
- missing equipment,
- damage that is not included in casco insurance,
- transportation costs for the transport of a motorhome from the headquarters of the motorhome rental company to an authorized service.

5.2. If the rented motorhome is returned undamaged, the full amount of security deposit will be returned to the tenant within 8 business days after the return date of the motorhome.

### **6. TAKEOVER, RETURN, CLEANING**

6.1. The motorhome takeover is agreed on the first day of the rental period \_\_\_\_\_ at \_\_\_\_\_ hour – Ljubljana, Slovenia.

6.2. The motorhome return is agreed on the last day of the rental period \_\_\_\_\_ at \_\_\_\_\_ hour – Ljubljana, Slovenia.

6.3. An extension of the rental period is not possible without a prior agreement. The location of the takeover and return of the motorhome is in Ljubljana, Slovenia or other location decided on by a prior agreement and an additional payment.

6.4. The rented motorhome must be returned with a full fuel tank (or with the same amount of fuel as at the time of the takeover), with an empty drinking water tank, with an empty waste water tank and with an empty toilet cassette.

6.5. If the fuel tank of the returned motorhome is not full or with the same amount of fuel as at the time of takeover, the fuel is charged to the tenant according to the daily price list for a full tank of gas at the station Petrol.

6.6. If the tenant returns the motorhome uncleaned, he is obliged to pay at the return:

- 0 EUR to clean the motorhome exterior,
- 0 EUR to clean the motorhome interior,
- 50 EUR to clean the toilet.

6.7. Before the return of the motorhome, the entire motorhome (the equipment, the mechanics, the bodywork, the engine, etc.) is checked, the operation of the devices in the motorhome is checked and the Takeover Record is drawn up. Any detected damage to the motorhome shall be photographed and documented in the Takeover Record which determines the status of the returned motorhome. The tenant is responsible for all deficiencies and damage of the motorhome that were not detected and documented in the Takeover Record at the time of the takeover.

6.8. In case of an unexpected delay (caused by traffic jams, special events, car accidents, etc.) while returning the motorhome, the tenant is obliged to inform the owner by telephone about the cause of the delay and the estimated time for the motorhome to be returned.

### **7. DRIVER**

- 7.1. The motorhome driver's minimum age is 25 years and the motorhome driver has to be in a possession of a valid driving license for at least five years.
- 7.2. The motorhome driver (or drivers) undertakes not to drink alcoholic drinks before or during driving, or to drive under the influence of substances that reduce psychomotor abilities (medicine, drugs, etc.). Otherwise, the insurance company will not cover the costs or will not recognize the insurance coverage.

## 8. PROHIBITED USE

- 8.1. The tenant undertakes to use the rented motorhome exclusively for tourist purposes and never for legally prohibited activities.
- 8.2. Prohibited use of a motorhome is for:
- driving on an unregulated and macadam roads, which could cause engine overload, damage on chassis, wheels and other vital parts of the motorhome,
  - the transport of more than the permitted and agreed number of passengers,
  - towing other vehicles or trailers,
  - the participation of a motorhome at events or the use of the motorhome as a test vehicle,
  - the transport of dangerous substances, explosive, fast flammable and combustible, toxic or otherwise dangerous substances,
  - the transport of weapons, drugs and other dangerous and prohibited items,
  - providing motorhome rental to the third party,
  - driving across the war zone and other endangered areas.
- 8.3. The tenant and other travelers are strictly forbidden to smoke in any part of the motorhome, entering wearing shoes with rough soles, jumping from beds to the floor and any kind of negligent use. Animals are not allowed in the motorhome without a prior approval from the owner. A failure to comply with this requirement will result in the loss of security deposit and the owner shall be entitled to reimbursement of all expenses.
- 8.4. In case of smoking in the motorhome, the tenant is obliged to pay a violation fee in the amount of 200 €.

## 9. TRAVELING ABROAD

- 9.1. With the rented motorhome it can be traveled to all European countries, except those in a state of war and except places inappropriate to travel to for other reasons. Traveling to such countries is possible only in case the owner agrees and the motorhome is adequately insured.
- 9.2. In case of traveling to a high-risk countries, where there is a greater risk of theft, burglary or possibility of a motorhome damage, the tenant must provide adequate insurance and adequate protection of the rented motorhome.

## 10. REPAIR, ACCIDENTS

- 10.1. In case of the motorhome failure, the tenant has to provide for repairing of the damage in the nearest qualified service and immediately inform the owner. If the failure was not caused by the fault of the tenant, he must submit the original invoice with the motorhome owner's information from this Agreement on the day of the motorhome return. Only in this case, the owner will reimburse the costs incurred.
- 10.2. The tenant undertakes to inform the nearest police station (which is responsible for the country in which the accident happened) about the caused damage to the motorhome in case of an accident (a car accident, a stolen motorhome, a burglarized motorhome, car park vehicle damage, etc.) and immediately inform the owner.
- 10.3. The tenant of the motorhome undertakes to inform the owner about the occurred damage, which can not be immediately remedied, and describe it in details.
- 10.4. The tenant must provide the owner with the relevant documentation and attach a sketch of the damage to the motorhome. The accident record (with the police record) must include the names and details of all participants in the accident.
- 10.5. In case of an accident, which was caused by a drunk driver, all costs are paid by the tenant himself.

## 11. INSURANCE

The motorhome is insured – mandatory and casco insurance with a 1% deductible franchise.

## 12. TENANT'S RESPONSIBILITY

- 12.1. The motorhome can be operated exclusively by the tenant specified in this Agreement and by the authorized drivers which are listed in this Agreement:
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- 12.2. The tenant must comply with road traffic regulations, otherwise additional complications with the police and later with the insurance company may occur in case of a potential traffic accident.
- 12.3. The tenant is responsible for the damage costs in the value of the deductible franchise within the casco insurance due to his fault and in this case is responsible also for the cost of losing the bonus.
- 12.4. The tenant is fully responsible for all the damages caused by an unauthorized driver, overloaded cargo and other cases of unauthorized and inappropriate use of the motorhome.
- 12.5. If the insurance company refuses to pay for the damages for any reason, the tenant is obliged to pay for all costs himself.
- 12.6. The tenant is responsible for damages that do not arise from a traffic accident.
- 12.7. The tenant undertakes to carry the documents and keys of the motorhome with him when leaving the motorhome. Otherwise, the insurance company does not cover the costs incurred in case of a stolen or a burglarized motorhome, which means that all costs are paid by the tenant himself.
- 12.8. The tenant must manage the motorhome with care.

## 13. OWNER'S RESPONSIBILITY

- 13.1. The owner shall provide the motorhome in a clean and operating condition.
- 13.2. The owner is not responsible for the things that were left or forgotten in the motorhome after the rental period. If the motorhome is not drivable or is damaged due to unforeseen circumstances, the tenant and the owner agree on a new rental period or the owner returns to the tenant the prepaid amount.
- 13.3. The owner will not be held responsible for any case of inconvenience arising from the travel misfortunes beyond the owner's control.

## 14. DISPUTE RESOLUTION

The parties shall attempt to resolve any matter related to this Agreement. For any disputes not resolved the District Court of Ljubljana shall have jurisdiction.

Location and date, \_\_\_\_\_

The tenant:

\_\_\_\_\_

The owner:

Saša Primožič s.p.; Adriatik.si