OKORN MATEJ S.P.

Luče 48a, SI - 1290 Grosuplje

phone: + 386 41 733 501
VAT id number: SI54323401

bank account opened with NLB:

02022 0090544319 (IBAN SI56 02022 0090544319)

represented by Matej Okorn, CEO (hereinafter referred to as lessor)

AGREEMENT no. __ / 20___

concerning the rental of a motorhome, signed on __.__.____ between:

the lessor: **OKORN MATEJ S.P.**, Luče 48a, SI - 1290 Grosuplje, Slovenia

and

the lessee:

name and surname of the lessee or company:

_____

address:

_____

cell phone:

_____

e-mail:

_____

personal ID document number.: date of issue:

_____ _____

driving licence number: date of issue:

_____ _____

date of expiry:

_____

NOTE: Photocopies of documents are annexed to the Agreement

1. SUBJECT OF THE AGREEMENT:

Motorhome rental
Registration no. of the vehicle
Chassis number
Type of engine

2. RENTAL PERIOD:

From: Time:
To: Time:

3. RENTAL PRICE:

1. The rental price _____ EUR

2. The estimated route _____

3. Fellow passengers _____

_____

4. Deposit – cash only 750 or 900.00 EUR (depending on the vehicle)

4. DESCRIPTION OF SERVICES

1. The service contains renting a motorhome for a predetermined number of days. When booking, the lessee pays a booking fee in the amount of 30 % of the rent sum. The balance of the rent sum is paid no later than 10 days before the beginning of the rental period, otherwise the reservation is considered to be cancelled.

2. In the case of returning the motorhome before the end date of the rental period, the price stated in the Agreement remains valid. In the event that the motorhome is not returned on time, late fees will be charged in the amount of 40 EUR per each late hour, unless it was previously agreed otherwise.

3. The price includes a limited number of kilometres, which is 300 per day. If the lessee exceeds said mileage, a surcharge will be added in the amount of 0.30 EUR per additional kilometre.

4. **The preparation price is 100 EUR**, which includes toilet chemicals, extra gas, biodegradable toilet paper, a full tank of gas and test drive.

5. The price does not include fuel, bed linen and towels.

6. Any traffic offences committed during the rental of the motorhome shall be borne by the lessee.

5. THE SECURITY DEPOSIT

1. No later than 2 days before the beginning of the rental period, the lessee must pay the security deposit to the lessor in the amount of **750 or 900.00 EUR** to cover the following costs:

- deductibles and loss of no-claims bonus for liability insurance in case of an accident,
- minor exterior and interior damage to the motorhome,
- missing equipment
- delays in the return of the vehicle,
- damages that are not included in the liability insurance,
- travel expenses for transporting the motorhome from the company headquarters to the authorised service centre.

2. If the vehicle is undamaged upon return, the security deposit shall be returned in full within 4 days of returning the vehicle.

6. CANCELLATION OF THE MOTORHOME RENTAL

1. The lessee has the right to cancel the motorhome rental in writing. In this case, the lessor has the right to be reimbursed for the cancellation cost, the amount of which depends on the time of lessee's cancellation.

2. Booking cancellation fee consists of the cancellation cost in the amount of 50 EUR and the amount depending on the date of cancellation:
- If the booking is cancelled more than 30 days before the start of the rental period – 30 % of the rental sum,
- If the booking is cancelled between 10 and 30 days before the start of the rental period – 50 % of the rental sum,
- If the booking is cancelled less than 10 days before the start of the rental period – 100 % of the rental sum.

3. In the event that the lessee does not collect the motorhome, this is regarded as a cancellation after the beginning of the rental period and the lessor reserves the right to retain the entire amount of the rent sum.

4. If the lessee discontinues his journey at his own request earlier than specified in the Agreement, the lessor is not obligated to reimburse the cost of the remaining rental period.

7. VEHICLE COLLECTION, RETURN, CLEANING

1. The motorhome is collected after 3 p.m. on the first date of the rental period.

2. Return of the motorhome is carried out by 10 a.m. on the last day of the rental period. Only in this case do the date of collection and the date of return count as one day of motorhome rental.

3. Extension of the rental period is not possible without prior agreement. Collection and transfer of the motorhome is carried out at the company headquarters at Luče 48a, 1290 Grosuplje or can also be arranged elsewhere for an additional charge. Shipping a motorhome to the lessee to a nearby airport will be charged separately.

4. The motorhome must be returned cleaned inside, with a full tank of fuel, with both the waste water tank and the toilet cassette emptied.

5. In the event that the fuel tank is not full, the lessee is charged the cost of fuel based on Petrol's daily price list for a full tank of gas.

6. If the lessee returns the motorhome uncleaned or without keys, he is liable for:
- 45 EUR for interior cleaning,
- 40 EUR for toilet cleaning,
- 10 EUR for emptying waste water
- 400 EUR for lost keys
- 200 EUR for lost documents of the motorhome (car license, insurance cards, insurance policy, service book, other documentation).

7. At the takeover the entire camper (equipment, mechanics, bodywork, engine, etc.) are checked, the working of the devices in the camper is checked, the camper is photographed, which is considered as a takeover record. The pictures identify all the defects, the missing equipment, the damage of the camper. The renter is responsible for all deficiencies and damages that were not detected at the time of the take-over.

8. In case of delay of the motorhome redelivery caused by force majeure, the lessee is obliged to notify the lessor by phone, state the reason for the delay and approximate time of the motorhome redelivery.

8. THE DRIVER(S)

1. On the first day of the rental period, the driver (or drivers) of the motorhome has to be at least **25 years old and must have held a valid driving licence for a minimum of three years.**

2. The driver (or drivers) commits himself not to consume alcoholic beverages before and while driving and not to drive under the influence of substances that decrease psychomotor abilities (medicines, drugs, etc.). Otherwise the insurance company will not cover the cost and will not provide liability coverage.

3. Driver (or drivers) was never convicted of a criminal offence and is not charged with a crime in a criminal procedure.

4. By signing this Agreement, the driver confirms the accuracy of the information provided.

9. PROHIBITED USE OF THE MOTORHOME

1. The lessee obliges himself to use the motorhome exclusively for tourist purposes, and by no means for any illegal purposes.

2. The lessee must not use the motorhome:
- for driving on unpaved and gravel road that place an above-average burden on the engine, chassis, wheels, tires and other vital parts of the motorhome,
- for transporting more than the permitted or agreed upon number of passengers,
- for towing other vehicles or trailers,
- for participating in motorcycle rallies or using the motorhome as a test vehicle
- for the transportation of dangerous substances, explosive, combustible, toxic or otherwise hazardous substances,
- to transport weapons, drugs and the like,
- to lease the motorhome to third persons,
- to drive through war zones and other dangerous areas.

3. The lessee and the rest of the passengers are strictly prohibited from smoking in any part of the motorhome, entering with shoes with rough soles, jumping from the bed to the floor, and using the vehicle carelessly or negligently. In case of infringement of this article, the lessor is entitled to reimbursement for all costs arising in connection with this article.

4. In case of violating the smoking ban in the motorhome, the lessee is obliged to pay for the cleaning of the motorhome in the amount of 300 EUR.

10. TRAVELLING ABROAD

1. The motorhome can be used for travelling to all European countries except for those affected by war or where travelling is undesired for other reasons. Travelling to these countries is permissible only with the lessor’s prior agreement and adequate motorhome insurance.

2. In the case of travelling to a country where there is a higher risk of theft, break-in or other damage that might be caused to the motorhome, the lessee has to provide for adequate security and protection of the motorhome.

11. REPAIRS, INCIDENTS

1. In the event of motorhome failure during the rental period, the lessee shall attempt to repair the vehicle at the nearest authorised service by prior arrangement with the lessor. If the failure occurred through no fault of the lessee, he must present the lessor with an original invoice when returning the vehicle. The invoice has to state the lessor as the customer. Only in this case shall the lessor reimburse the cost incurred by the lessee.

2. The lessee obliges himself that he will, in the event of an incident (road accident, theft, break-in, parking damage etc.), report the potential damage on the motorhome to the police (that has jurisdiction in the country where the accident occurred), obtain a police report, take photos of the accident and immediately call the lessor.

3. If damage occurs which cannot be rectified immediately, the lessee obliges himself to notify the lessor immediately and provide a detailed description of the damage.

4. The lessee has to hand over the appropriate documentation and attach a sketch of the damage on the motorhome. The Accident report has to include the names and personal identification data of all accident participants.

5. In the case of traffic accidents due to driver's drunk driving, all costs are borne by the lessee.

12. INSURANCE

1. The motorhome has compulsory and liability insurance.

13. RESPONSIBILITIES OF THE LESSEE

1. The motorhome may be used exclusively by the lessee stated in the Agreement.

2. The lessee must observe traffic regulations, otherwise additional complications can arise in the case of accidents with the traffic police and later the insurance company.

3. The lessee shall be liable for the value of the liability insurance deductible when the damage is lessee's fault and is also liable for the lessor’s cost of loss of no-claims bonus.

4. The lessee bears unlimited responsibility in the case that damage is caused by an unauthorised driver, excessive load and by any other prohibited way of usage.

5. In case the insurance company refuses to pay for any reason, the lessee is obliged to cover the damage.

6. The lessee bears responsibility for damages not originating from a traffic accident.

7. When leaving the motorhome, the lessee obliges himself to have the documents and motorhome keys always on him, to lock up the motorhome according to instructions and to turn on the alarm system. Otherwise the insurance company will not cover the cost arising from motorhome theft, which means the lessee has to cover all costs himself.

8. The lessee has to use the motorhome with due care and attention.

14. RESPONSIBILITIES OF THE LESSOR

1. The lessor ensures that the motorhome is in flawless technical condition and without any defects that might cause an accident.

2. The lessor is not responsible for the lessee's personal property left behind or forgotten in the motorhome. In the event of force majeure, damaged or not roadworthy motorhome, a new rental period is agreed upon or the lessor provides a full refund of the amount the lessee has paid.

3. Avtoservis Okorn Matej s.p. bears no responsibility in any other case.

15. GOVERNING LAW

1. The lessor and the lessee shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. Failure to comply with the articles of this Agreement or any dispute may be settled in the District Court in Ljubljana, Slovenia.

Place and date:
Luče, 01/01/20___

Lessor:

OKORN MATEJ S.P., Luče, Slovenia

Mr. Matej Okorn

_____

Lessee:

_____

_____