

Mamut šport d.o.o., Cesta svobode 4a, 4260 Bled, registration number 6902251000, VAT No. SI59129930,

Transaction account with Intesa Sanpaolo Bank: SI56 101000054565793,

Represented by director Jurij Urankar (lessor)

GSM +386 40 433331

and

EMŠO/reg. No. _____, GSM for the duration of the lease

Transaction account (bank name, number)

(lessee)

are entering a

HIRING CONTRACT

1. LIFE OF THE CONTRACT

This hiring contract is valid from including _____ till including _____ . The duration of this contract is _____ days.

2. THE OBJECT OF THE CONTRACT

The object of this hiring contract is RV _____ (RV), registration number _____ including the equipment listed in the handover note for the term agreed in clause 1 of this contract.

3. PRICE

1. The price of hire is _____ Eur. The price includes 20 % VAT, mandatory comprehensive insurance with 1 % deductible and the green card.
2. The price includes limited amount of kilometres i. e. _____. If the lessee exceeds the specified limit the surcharge is 0,35 Eur for every kilometre.
3. The price includes preparations of the vehicle, authorization to drive a non owner vehicle outside Slovenia (if the destination country is not a member of EU), toilet chemicals, gas, degradable toilet paper and garbage bags.
4. The price does NOT include fuel, bed linen and towels.
5. All the traffic violations made during the duration the RV lease are to be charged to the lessee.

4. PAYMENT

1. 30 % of advanced payment, i. e. the value of RV to be paid at the signing of this contract. The balance to be paid 10 days before the start of the lease duration otherwise the reservation is presumed cancelled.
2. If the RV is returned early the price determined in the contract is valid. If the RV is returned late we charge penalty for delay of 25 Eur for each hour unless previously agreed differently.

5. SECURITY DEPOSIT

1. 10 days before the start of the lease duration at the latest the lessee has to pay 850 Eur security deposit to the lessor for the following:
 - 1 % deductible and loss of no claims discount in case of a traffic accident,
 - minor damage to the RV exterior and interior,
 - missing equipment,
 - damage not included in the comprehensive insurance,
 - travel expenses for transport of RV from the seat of the company to the authorized service centre.
2. If the RV is returned undamaged we return the security deposit in full. The payment of the security deposit will be made in the course of 8 working days to the transaction account of the lessee.

6. CANCELLATION

1. Lessee can cancel the RV hire in writing. The lessor has a right to compensation for cancellation. The amount of compensation depends on the time of cancellation.
2. Compensation for cancellation comprises of 50 Eur for cost of cancellation and the amount determined by the time of cancellation:
 - cancellation up to 20 days before start of the hiring term – 30 % of advanced payment,
 - cancellation up to 10 days before start of the hiring term – 50 % of advanced payment,
 - cancellation less than 10 days before start of the hiring term – 100 % of advanced payment.
3. When the lessee does not collect the RV this is deemed cancellation after the start of hiring term and the lessor reserves the right to keep the full amount of advanced payment.
4. When the lessee cuts the journey short by his own volition before the contract date the lessor is not obliged to return the balance paid for the full term of RV hire.
5. When lessee or lessor cancels the hire because vis major (death, noninsurable illness, damage to RV) the compensation is not charged.

7. COLLECTION, RETURN, CLEANING

1. RV is to be collected at 4 p. m. on the starting day of the hiring term.
2. RV is to be returned by 10 a. m. on the last day of the hiring term Only in this case the day of collection and the day of return are considered on day of hire.
3. Extension of hiring term is not possible without prior arrangement. RV is to be collected and returned at the seat of the company or as arranged.

4. RV is to be returned clean with full tank of fuel, with empty waste water collector tank and empty toilet waste collector tank.
5. If the fuel tank is not full the lessee is charged with the cost of fuel at daily prices of Petrol for a full tank.
6. If RV is not returned clean the lessee has to pay:
 - 25 Eur for cleaning the exterior,
 - 25 Eur for cleaning the interior,
 - 40 Eur for the toilet cleaning.

7. RV is inspected at collection (equipment, mechanics, body, engine etc), all devices in RV are checked and a handover notice is made. The notice includes all deficiencies, missing equipment, damage etc. All the damage is photographed and documented. When RV is returned the handover notice is the basis for another inspection. Lessee is responsible for all the deficiencies and damage not listed in the handover notice written at the time of collection.

8. If the reason for delayed return is vis mayor the lessee must inform the lessor by phone about reasons for delay and the anticipated time of return.

8.DRIVER

1. Driver (or drivers) has to reach 23 years of age and be in possession of valid driver's licence at least three years.
2. Driver (or drivers) undertakes an obligation not to drink alcohol before or during driving and to drive under the influence of substances that diminish psychomotoric abilities (medicines, drugs). If the driver violates this the insurance company will not cover the expenses and will not recognise the comprehensive insurance.

9.PROHIBITED USE OF THE RV

1. The lessee consents to use the RV exclusively for tourist purposes and not for any illegal activities.
2. The lessee is prohibited to use RV for
 - driving on dirt roads which would overstrain the engine, chassis, wheels, tyres and other vital parts of RV.
 - transporting more the allowed and agreed number of passengers,
 - towing other vehicles or trailers,
 - participating in motor racing events or using RV as a test vehicle,
 - transporting dangerous substances, explosive, combustible, toxic or otherwise dangerous substances,
 - transporting weapons, drugs etc.,
 - subleasing the RV,
 - driving in war zones and other dangerous areas,

3. Lessee and other passengers are strictly prohibited from smoking in any part of RV, using boots or shoes with rough soles inside RV, jumping from beds to the floor and any other careless or negligent use of RV. If these stipulations are violated the lessor has a right to compensation for all expenses incurred with violation of this paragraph.

4. In case of violation of smoking ban the lessor will be charged 150 Eur for washing of covers.

10. TRAVELING ABROAD

1. You can travel to all European countries except those in the state of war or those not advisable to travel to for other reasons. Travel to such countries is possible only if previously arranged with the lessor and the RV being appropriately insured.

2. If the lessee is traveling to the country with a greater risk of theft, break in or other damage to RV he/she needs to appropriately secure and protect the RV.

11. REPAIRS, MISHAPS

1. In case of defect in the hiring term the lessee will try to repair this with the closest authorized service centre in agreement with lessor. If the defect was not caused by the lessee he/she needs to hand over an original invoice in the name of the RV owner when he/she returns the RV. Only in this case the lessor will repay the lessee for incurred costs.

2. The lessee consents to file a police report (in the country the accident happened in) and inform the lessor in case of any accident (traffic accident, theft, break in, damaged done on parking lot, etc).

3. The lessee consents to immediately inform the lessor with the detailed description of any damage which can't be repaired immediately.

4. The lessee has to give the lessor appropriate documentation and a sketch of damage to RV. The notice about accident has to include names and relevant data of all concerned in the accident.

5. If the accident happened because the driver was intoxicated all the costs are covered by the lessee.

12. INSURANCE

RV has mandatory insurance and the comprehensive insurance with 1 % deductible.

13. RESPONSIBILITIES OF THE LESSEE

1. The only persons who can drive the RV are the lessee and driver/drivers listed in the contract or he handover notice which is a mandatory enclosure to this contract.

2. The lessee has to comply with traffic regulations to avoid additional complications with traffic police and later insurance company in case of a traffic accident.

3. The lessee is responsible to amount of deductible with the comprehensive insurance for any damage he/she caused and the cost of loss of no claims discount for the lessor.

4. The lessee is liable without limitations for the damage incurred because ineligible driver, too heavy load and other prohibited uses of RV.
5. If the insurance company refuses to cover expenses for any reason the lessee will pay for the damage himself.
6. The lessee is responsible for the damage not incurred in traffic accident.
7. The lessee consents to always carry RV documents and keys on his person when leaving the RV. If not the insurance company will not cover damage in case of RV theft so the lessee will have to cover all the costs himself.
8. The lessee consents to prudent and diligent use of RV.

14. RESPONSIBILITES OF THE LESSOR

1. The lessor is responsible to keep the RV in perfect working order with no defects which could cause an accident.
2. The lessor is not responsible for belongings forgotten or left in the RV. If there is vis mayor or the RV is damaged or undrivable the new hiring term can be agreed or the advance payment returned.
3. The Mamut šport d.o.o. is not liable in any other cases.

15. COURT WITH JURISDICTION

In case of violation of this contract or any other dispute the court of jurisdiction is the court in Kranj.

Place and date _____

Lessor

Mamut šport d.o.o.

(person in charge) _____

Lessee: