

# A.D.E Elektronik d.o.o. Rent A Car

## UGOVOR O NAJMU

**ADE Elektronik doo Rent a Car (u daljem tekstu Najmodavac) iznajmljuje Najmoprimcu, čiji su podaci na prednjoj strani Ugovora, vozilo pod sledećim uslovima:**

- Da svojeručno potpiše Ugovor o najmu i time se saglasi sa odredbama ugovora:
  - da cene i uslove rentiranja navedene u važećem cenovniku prihvata kao sastavni deo ovog Ugovora
  - da ima minimum 23.god.starosti i važeću vozačku dozvolu najmanje 2.godine
  - da prima vozilo u ispravnom stanju sa svim pripadajućim priborom i dokumentima o vozilu, a da eventualno nastali kvar odmah prijavi Najmodavcu kako bi isti bio otklonjen u što kraćem roku
  - da iznajmljeno vozilo obezbedi i zaključa priilikom svakog izlaska
  - da iznajmljeno vozilo vrati na ugovoreno mesto i vreme
  - da za produženje ugovorenog perioda korišćenja vozila traži saglasnost Najmodavca 48h pre isteka roka vraćanja vozila
  - da ukoliko umanjni na bilo koji način stvarne predjene kilometre, plati Najmodavcu 500 km za svaki dan
  - da vozilo uredno održava i čuva za vreme korišćenja
  - da iznajmljeno vozilo ne koristi:
    - a) pod uticajem alkohola ili droga
    - b) u protivzakonite svrhe
    - c) za obuku vozača
    - d) za prevoz putnika ili robe uz nadoknadu
    - e) za vuču prikolica ili drugih vozila
    - f) za učestvovanje u motosportskim priredbama
  - da vozilo koristi samo za vlastite potrebe i da ga ne iznajmi ili posudi trećem licu
  - da vozilom upravlja sam ili lice koje on za to ovlasti pod uslovom da to lice ima najmanje 23.godine starosti, valjanu vozačku dozvolu i da je upisan u rubrici "drugi vozač" ovog Ugovora
  - da vozilo ne optereti putnicima ili predmetima preko dozvoljene maksimalne težine
  - da vozilom ne prelazi granicu Srbije bez dozvole Najmodavca
  - da bez saglasnosti Najmodavca neće vršiti nikakvu promenu delova,sklopova ili uredjaja na vozilu
  - da će snositi troškove utrošenog benzina
- Ogreši li se Najmoprimac o bilo koju odredbu ili uslov čl.1 Ugovora o najmu obavezuje se da će nadoknaditi Najmodavcu svu i svaku štetu koja bi iz toga proizašla, a čiji će obim utvrditi Najmodavac
- Najmoprimac se obavezuje da će Najmodavcu, na njegov prvi zahtev, odmah vratiti iznajmljeno vozilo i platiti:
  - iznos za dnevni najam i predjenu kilometražu za iznajmljeno vozilo kao i ostale troškove koji se zaračunavaju za korišćenje vozila po važećem cenovniku
  - iznose novčanih kazni izrečenih Najmodavcu, a načinjenih od strane Najmoprimca ili Vozača za vreme korišćenja vozila (kršenje saobraćajnih propisa i sl.)
  - troškove sudske i advokatske, nastale sudskom naplatom potraživanja Najmodavca
- Ukoliko Najmoprimac ne vrati vozilo do dogovorenog datuma koji je konstatovan na prednjoj strani Ugovora i ne izmiri troškove najma, Najmodavac ima pravo da:
  - pokrene krivičnu prijavu za licem i potragu za vozilom u nadležnom sekretarijatu unutrašnjih poslova
  - pokrene sudski postupak protiv Najmoprimca radi naplate svojih potraživanja koji su konstatovani cenovnikom i ovim Ugovorom
  - naplati zakonsku kamatu
- Za vreme korišćenja iznajmljenog vozila Najmoprimac je u skladu sa Srpskim zakonskim propisima i pravilima osiguranja Osiguran od odgovornosti za štete prema trećim licima do zakonom propisanog iznosa
- 6. Kasko Osiguranje:**
  - Najmoprimac učestvuje 20% u ukupnoj šteti na vozilu ukoliko je kriv pod uslovom da je policija sačinila Zapisnik sa lica mesta
  - Ukoliko Najmoprimac nije kriv za nastalu štetu na vozilu pod uslovom da je policija izvršila uvidjaj sa lica mesta, nema učešća u šteti
  - U slučaju krađe ili nestanka vozila Najmoprimac učestvuje 20% od tržišne vrednosti vozila na dan iznajmljivanja
  - Štete na vozilu nastale od nepoznatog počinioca bez nastalog udesa ili kada je vozilo parkirano snosi Najmoprimac učešćem 20% od visine štete
  - Ukoliko policija nije izvršila uvidjaj nastale štete, odnosno ne postoji potvrda od strane policije o krađi vozila, Najmoprimac snosi 100% troškove oštećenja,odnosno tržišnu vrednost vozila u slučaju krađe na dan iznajmljivanja.
- Bez obzira na ugovoreno osiguranje za slučaj štete na vozilu Najmoprimac je odgovoran za:
  - a) štetu učinjenu na vozilu koju je on ili po njemu ovlašćeni vozač (drugi vozač) načinio pod uticajem alkohola ili droga
  - b) ako je šteta prouzrokovana namerno ili usred grube nemarnosti u vožnji
  - c) ako vozač u momentu nastale štete nije imao važeću vozačku dozvolu
- Najmodavac neće obešteti Najmoprimca za gubitak ili oštećenje ličnog prtljaga i robe koja se nalazi u ili na iznajmljenom vozilu
- Najmodavac neće obešteti Najmoprimca za štete nastale zbog:
  - zakašnjenja kod isporuke vozila
  - bilo kakvog kvara na vozilu za vreme korišćenja
- Najmoprimac se obavezuje da će u slučaju udesa štiti interese Najmodavca, njegovog osiguravajućeg društva kao i svoje interese time:
  - što će kod nastanka saobraćajne nezgode odmah pozvati i sačekati dolazak organa saobraćajne policije radi izvršenja službenog uvidjaja
  - što neće napustiti oštećeno vozilo dok ga nije sklonio sa mesta nezgode i osigurao
  - što će zabeležiti imena i adrese učesnika i svedoka nezgode
  - što će o šteti čak i kada je neznatna odmah ili u najkraćem roku obavestiti Najmodavca
  - što će podneti pismenu Izjavu Najmodavcu o nezgodi i uzrocima nastanka na iznajmljenom vozilu
- Propusti li Najmoprimac da u slučaju nezgode ispuní sve uslove čl.10 ovog Ugovora snosiće sve troškove koje bi Najmodavcu iz tog propusta proizašle
- Ukoliko Klijent-Najmoprimac izmiruje troškove najma kreditnom karticom, svojim potpisom ovog Ugovora ovlašćuje Najmodavca da ukupne troškove najma fakturiše na konto organizacije koja je tu karticu izdala, uključujući bilo kakvu štetu pod njegovom odgovornošću i sve saobraćajne prekršaje tokom perioda najma vozila.
- U slučaju spora iz ovog Ugovora stranke priznaju nadležnost suda u Beogradu.

## RENTAL AGREEMENT

**ADE Elektronik doo Rent a Car ( Lessor ) rents vehicle to Renter, whose personal details are on page one of Contract, under the following terms and conditions:**

- Renter is bound and by this signature acknowledges regulations of the rental agreement
  - that he accept prices and rental conditions of the lease that are according to the valid price list as an integral part of the rental agreement
  - that he is 23 years of age possessing and valid driving license for 2 years at least
  - that he takes over the vehicle in good repair with all necessary equipment and car documents, and for eventually malfunction immediately report to the Lessor how can be removed as soon as possible
  - that the rented vehicle locks and secure at every exit
  - that he will return the vehicle on place and date specified in Contract
  - that he will ask Lessor to prolog the rental agreement 48 hours before its expiration
  - if odometer is found damaged or reduced upon return of the vehicle, Renter agrees to pay Lessor the amount 500 km for every day of use
  - to maintain the rented car properly and take all necessary care during the rental
  - that he will not use the car:
    - a) when under the influence of alcohol or narcotics
    - b) for any illegal purposes
    - c) for instructing drivers
    - d) for transport of passengers or goods with compensation
    - e) for trailer or car tow trucks
    - f) in motor sport events
  - that he will use the car for his own needs without renting or lending it to the third persons
  - that he will drive it himself or a person he has authorized provided that a person is 23 years of age at least, qualified and licensed, who has entered like "second driver" on the rental agreement
  - not to overload the rented car with persons or goods over the permitted maximum
  - that he will not cross the border of Serbia without the permission of the Lessor
  - that he will not make any change of parts, assemblies or equipment on the vehicle without permission of the Lessor
  - that he will bear all the costs of gasoline consumed
- In case of violation of assessed against any regulation and terms in par.1 Renter agrees to indemnify Lessor any damages arisen therefrom, the amount of which is established by Lessor
- Upon first demand of Lessor, Renter is obliged to return vehicle and to pay:
  - daily rental charges and mileage covered, as well as other charges the rate for the rented car specified in current rate folder of Lessor
  - the amount of fines imposed on the Lessor caused by the fault of the Renter or Driver during the use of the vehicle (Violation of traffic regulations, etc.)
  - all costs of court and attorney's fees arising from searching court collection of the Lessor
- Should Renter not return the vehicle on the agreed date that is stated on the front page the Contract and doesn't pay the rental charges within agreed terms, the Lessor is entitled to:
  - take a legal steps, a criminal complaint for a person and initiated the searching for a vehicle in the competent secretariat of the internal affairs
  - initiate court proceedings against the Renter in order to collect claims ascertained by the price list and Agreement
  - charge a statutory interest
- While using the rented car, the Renter is insured against public liability for damages to third parties accord to Serbian law regulations and insurance rules
- 6. Car Insurance:**
  - Renter participates 20% of the total damage on the vehicle if it is guilty with a mandatory police record
  - Renter no participate in the damage if it not guilty for damage to the car on according police mandatory record
  - In the event of car theft or disappearance, Renter participates 20% of the market value of the vehicle on the start rental date
  - Damages on car from an unknown perpetrator or when the car is parked will be charged from Renter participating 20% of the damage amount
  - If the Renter did not made police report for damage, or there is no police certificate for a vehicle stealing, the Renter carries 100% of the damage costs as well as the market value of the vehicle on starting day of rented a car
- No matter on contracted insurance, Renter is liable for:
  - a) any damage to the vehicle he or his authorized driver (second driver) has caused under influence of alcohol or drugs
  - b) for damages caused intentionally or by negligent driving
  - c) if driver was not in possession of a valid driving license at the time the damage occurred
- Loss or damage to Renter's property and goods in or on the vehicle will not be indemnified by Lessor
- Lessor does not warrant indemnify derived from:
  - delay in vehicle delivery
  - any damage to the vehicle arising during the rental
- Renter agrees to protect the interests of Lessor, Lessor's insurance company and his own interests in the event of an accident:
  - in case of accident, immediately calling and wait for the arrival Police to made official report
  - will not leave the damaged vehicle until he has removed it from the accident site and secure
  - obtaining names and addresses of parties and witnesses involved
  - it will informing the Lessor of the damage in the soonest way possible, even if a slight is damage -supplying Lessor with written detailed report on the accident
- Should Renter fail to meet all requirements of par.10 this Contract, in case of accident he will be liable for all consequences and damages therefrom to Lessor
- If the Client-Renter payment rental charges by credit card, he authorizes Lessor by His signature of this Agreement to charge total rental costs on account of the organization issuing the card including any damage under his responsibility and all traffic violations during the rental period of the vehicle
- In the event of a dispute under this Agreement, the parties recognize the jurisdiction of the court in Belgrade.