

UGOVOR O NAJMU VOZILA / VEHICLE RENTAL AGREEMENT

Ovim Ugovorom uređuju se međusobni odnosi između **d.o.o. Čupić Trade, TA In Travel (u daljem tekstu Rent a Moto)** i najmpriateljaja čiji su podaci navedeni na prvoj stranici ovog ugovora (u daljem tekstu Korisnik).

Član 1.

Rent a Moto daje Korisniku na korišćenje vozilo koje je registrovano i tehnički ispravno za vožnju, pod uslovima utvrđenim ovim Ugovorom.

Član 2.

Korisnik se svojim potpisom saglasio sa odredbama ovog ugovora i cjenovnikom koji čini sastavni dio ovog Ugovora i saglasan je:

- da je iznajmljen motor preuzeo u ispravnom stanju i da on ispunjava sve tehničke uslove iz Zakona o osnovama bezbjednosti saobraćaja prema pre-rental inspekcijonj listi koja čini sastavni dio ovog Ugovora.
- da iznajmljen motor nakon isteka ugovorenog vremena najma vrati na mjesto i u roku označenim na prvoj strani ovog Ugovora, odnosno i ranije na zahtjev **Rent a Moto**.
- da će eventualno produženje ugovorenog roka najma motora tražiti od **Rent a Moto** najmanje 24 časa prije isteka ugovorenog najma i da će njegovu odluku o tome u cjelini ispoštovati.
- da će u slučaju nastanka kvara na iznajmljenom vozilu odmah o tome obavijestiti **Rent a Moto** i da će dalje slijediti njegova uputstva.
- da će iznajmljeni motor koristiti isključivo za sopstvene potrebe i da će njime upravljati samo on ili drugo lice koje ispunjava uslove i koje je navedeno u ugovoru. Odgovornost ovih lica je solidarna.
- da iznajmljeni motor neće koristiti u nedozvoljene svrhe (za vršenje krivičnih djela, carinskih i drugih prekršaja i drugih nedozvoljenih radnji), za obuku vozača, sportska takmičenja i slično.
- da iznajmljeni motor neće voziti pod dejstvom alkohola, narkotika i drugih opojnih sredstava
- da iznajmljeni motor neće opteretiti osobama ili predmetima preko dozvoljene maksimalne težine.
- da iznajmljenim motorom neće preži dršavnu granicu Crne Gore bez pisane saglasnosti **Rent a Moto**.
- da na iznajmljeni motor, bez saglasnosti **Rent a Moto**, neće vršiti nikakvu ugradnju dijelova, uređaja sklopova i opreme.
- da će sredstva za obezbjeđenje motora (uručena od strane **Rent a Moto**) obavezno koristiti.

Član 3.

Korisnik je dužan **Rent a Moto** na ime garancije za uredno vraćanje motora:

- da uplati novčani depozit u iznosu proračunate vrijednosti najma. Korisnik je dužan **Rent a Moto** na ime najma motora platiti:
- iznos uračunate cijene najma za ugovoreni period vremena.
- cijenu potrošenog goriva po važećem cjenovniku.
- dodatni iznos za preuzimanje/vraćanje motora ukoliko ga Korisnik preuzima/vraća van mjesta sjedišta **Rent a Moto**, po važećem cjenovniku **Rent a Moto**.
- oštećenje pneumatika, alata i dokumenata po važećem cjenovniku **Rent a Moto**.
- kašnjenje u vraćanju motora više od 60 (šezdeset) minuta.
- u slučaju gubljenja ključeva i/ili saobraćajne dozvole iii nevratanja istih iz bilo kojih razloga Korisnik je dužan na ime nadoknade štete **Rent a Moto** platiti iznos od 200 €
- u slučaju gubljenja kacige i/ili nevratanja iste Korisnik je dužan na ime nadoknade štete **Rent a Moto** platiti iznos od 100€

Ukoliko Korisnik ne izvrši plaćanje svojih obaveza iz stava 2 ovog člana avansno, dužan je obezbjediti odgovarajuće sredstvo obezbjeđenja plaćanja prihvatljivo za **Rent a Moto**.

Za vrijeme trajanja zakupa **Rent a Moto** ne snosi nikakvu odgovornost za kršenje odredaba Zakona o bezbjednosti saobraćaja na putevima od strane Korisnika niti nadoknadije troškove eventualne opravke guma, putarinu i sl. Konačan obračun za plaćanje **Rent a Moto** pravi prilikom vraćanja motora od strane Korisnika, a na osnovu odredaba ovog ugovora, cjenovnika i pre-rental inspekcione liste.

This agreement regulates mutual obligations between **d.o.o. Čupić Trade, TA In Travel** (Hereinafter referred to as: **Rent a Moto**) and the Renter whose particulars are stated on the first page of this contract (Hereinafter referred to as the Renter).

Article 1.

Rent a Moto is hereby renting to the Renter the registered and technically maintained and operational vehicle under the conditions stipulated by this Agreement.

Article 2.

The Renter hereby, by signing this Agreement, accepts the provisions of the Agreement and the price list, which makes the integral part of the Agreement. The Renter this agrees with the following:

- the rented motorcycle has been given to the Renter in the perational condition and it meets all the requirements and provisions stipulated by the Law on Traffic Safety and Pre-Rental inspection list which makes integral part of this agreement.
- the rented motorcycle will be returned to the designated place and within the designated time, as provisioned by this Agreement, after the contracted rental period has expired, or even the expiry of the contracted rental period should **Rent a Moto** require so.
- The prolongation of the contracted rental will be required from **Rent a Moto** at least 24 hours in advance prior to the expiry of the contracted rental period and the Renter will be abide in full by **Rent a Moto's** decision on that issue.
- in case of any malfunction or damage to the rented motorcycle, personally for his-her personal needs and only the Renter and additional rider, who meets all the requirements and is mentioned in the Agreement will ride the rented motorcycle.
- the rented motorcycle will not be used for any illegal activity (criminal offences, custom law breakage or similar activities), for teaching others to ride, contests etc.
- the rented motorcycle will not be ridden while alcohol impaired, under the influence of narcotics or while intoxicated.
- the rented motorcycle will not transport more persons or weight than the allowed maximum weight is.
- the state border of Montenegro will not be crossed by using the rented motorcycle in question, accept when such use is specifically authorized by **Rent a Moto** and prior written consent is thus obtained by **Rent a Moto**.
- no incorporation of spare parts, devices or equipment will be performed to the rented motorcycle from potential theft will be used at all times without exception.

Article 3.

As a guarantee that the rented motorcycle will be returned in due time, the Renter is obligated to do the following:

- to pay to **Rent a Moto** the cash deposit in the amount of precalculated rental fee.
- The Renter is obligated for the rent of the motorcycle to pay to **Rent a Moto** the total amount of the rental fees for the contracted period of time.
- the consumed fuel charge according to the current price list
- additional fees for motorcycle delivery/return, in case that the Renter order/returns the motorcycle outside the town where **Rent a Moto's** seat is, will be charged for pursuant to the current **Rent a Moto's** price list.
- delay to return the motorcycle after 60 (sixty) minutes grace period has expired will be charged for accordingly.
- in case the Renter loses the keys to the motorcycle and/or registration or in case that the Renter is, for any reason, does not return it he/she is obliged to pay the amount of 100 €
- If the Renter does not make the advances payment for all the items provisioned within the paragraph 2 of this Article, he/she will be obliged to present as a deposit the adequate payment means acceptable for **Rent a Moto**.
- During the rental period **Rent a Moto** will not bear any responsibility for any breaking of the Traffic Security Law by the Renter not will cover for any costs of the potential replacment/patching of tires, toll or similar charges.
- The final payment calculation will be done by **Rent a Moto** upon the return of the motorcycle by the Renter, pursuant to the provisions of the Agreement, the price list and the Pre-Rental inspection list.

Article 4.

During the use of the motorcycle within the rental period if a damage is incurred due to negligence of the Renter (engine gear box, clutch, or any other significant part) the repair will be performed

Član 4.

Ukoliko prilikom korišćenja motora dođe do oštećenja zbog nepažnje Rentera (oštećenja pogonskog mehanizma, mjenjača, kvačila iii drugog karakterističnog dijela) opravka će se izvršiti od strane autorizovanog **Rent a Moto** servisnog centra, po zvaničnom cjenovniku na teret Korisnika.

Ukoliko je bilo koji kvar na motoru nastao zbog nepažnje Korisnika i/ili nepravilne upotrebe motora, Korisnik je dužan **Rent a Moto** nadoknaditi sve troškove izvršene opravke i izgubljenu dobit zbog toga što je motor bio van upotrebe prema zvaničnom cjenovniku **Rent a Moto**, računajući od dana kada je motor bio van upotrebe do dana kada je motor osposobljen za upotrebu.

Sva oštećenja na motoru koja se utvrde prilikom vraćanja motora **Rent a Moto** od strane Korisnika, a koja nisu bila konstatovana prilikom predaje motora Korisniku u najam, smatraće se da su nastala u toku trajanja najma i za njih će biti odgovoran Korisnik.

Obaveze iz ovog člana ulaze u konačan obračun iz člana 3. ovog ugovora i Korisnik je dužan da ih izmiri odmah.

Član 5.

U slučaju saobraćajnog udesa, havarije iii bilo kakve tehničke nepravilnosti motora, Korisnik ne smije napustiti motor i dužan je o tome odmah obavijestiti predstavnika **Rent a Moto**, u slučaju saobraćajnog udesa dužan je da sačeka predstavnike MUP-a i da obezbjedi njihov zapisnik.

Korisnik je takođe dužan da motor o svom trošku dopremi u servis.

Ukoliko Korisnik propusti neku od radnji iz ovog člana i zbog toga nastane šteta za **Rent a Moto**, Korisnik je dužan štetu nadoknaditi u punom iznosu, uključujući izgubljenu dobit.

Ukoliko dođe do krađe iii nestanka motora iz bilo kog razloga, Korisnik je dužan odmah o tome obavijestiti **Rent a Moto** i organe unutrašnjih poslova. Od organa unutrašnjih poslova Korisnik je dužan obezbjediti zapisnik o prijavi nestanka motora.

Ukoliko dođe do krađe iii nestanka motora iz bilo kog razloga, Korisnik je dužan **Rent a Moto**:

- vratiti original ključ i original saobraćajnu dozvolu od motora.
- uručiti zapisnik MUP-a o prijavi krađe iii nestanka motora

Ukoliko Korisnik ne ispoštuje obaveze iz prethodnog stava ovog člana, smatraće se materijalno odgovornim za krađu ili nestanak motora i biće dužan **Rent a Moto** nadoknaditi štetu u punom iznosu cijene novog motora i izgubljenu dobit.

Ugovor o najmu motora smatra se privremeno raskinutim i to:

- zaključno sa danom kada Korisnik motor dostavi **Rent a Moto** sa zapisnikom o oštećenju izdatim od strane organa MUP-a (stav 1. ovog člana).
- zaključno sa danom kada Korisnik dostavi **Rent a Moto**-u zapisnik o izvršenoj prijavi krađe iii nestanka vozila iz bilo kog razloga izdat od strane MUP-a, zajedno sa original ključem i original saobraćajnom dozvolom motora (stav 5. ovog člana)

Član 6.

Korisnik potvrđuje da mu je poznato da iznajmljeni motor nije osiguran od štete pričinjene usled njegove upotrebe pod dejstvom alkohola, opojnih droga i drugih opojnih sredstava, usled vožnje bez važeće vozačke dozvole, kao i kada se na motoru nalazi više lica od dozvoljenog broja i da u gore navedenim slučajevima kompletnu štetu snosi sam.

Uplatom iznosa rene za motovi, Korisnik stiče prava na oslobađanje od odgovornosti za štetu koja na motoru nastane bez njegove krivice.

U slučaju nastanka štete na motoru krivicom Korisnika, Korisnik učestvuje u iznosu visine depozita.

Član 7.

U slučaju neblagovremenog izmirenja obaveza po ovom Ugovoru, Korisnik je dužan nadoknaditi štetu u visini od 100% dnevno.

Član 8.

U slučaju spora po ovom Ugovoru, nadležan je sud u Herceg Novom.

Član 9.

Ovaj Ugovor je sačinjen u 2 (dva) istovjetna primjerka od kojih je po 1 (jedan) za svaku ugovornu stranu.

at the authorized **Rent a Moto's** service center in accordance with the current **Rent a Moto's** price list and the Renter will bear the cost of it. If any damage to the motorcycle is incurred due to the negligence on the part of the Renter and/or improper use of it, the renter is obliged to cover all the costs of the performed repair and to cover for the loss of profit cause to **Rent a Moto** by the fact that the motorcycle was not fit for use as of the day when the motorcycle in question was diagnosed as unusable up to the day when it was repaired. All of this will be done in accordance with the current **Rent a Moto's** price list.

All the damages caused to the motorcycle which had not been stated at the time of rental and which are found the moment when tje Renter returns the motorcycle to **Rent a Moto** will be considered as caused during the rental period and the Renter will be found liable for them.

All the liabilities provisioned in this Article will make the integral part of the final calculation mentioned above in the Article 3. of this Agreement and the Renter is therefore obliged to pay for them immediately.

Article 5.

In case of a traffic accident, accident or any technical malfunction of the engine, the Renter must not leave the motorcycle unattended and will inform the representative of **Rent a Moto** immediately, about the situation. In case of a traffic accident he is obliged to wait for the police to arrive, and will ensure that the report on the accident is made.

The Renter will return the motorcycle on his/her own expense to the **Rent a Moto's** service centre. If the Renter fails to perform any of the activities mentioned in this article and thus causes losses to **Rent a Moto** the Renter will reimburse **Rent a Moto** in full including the lost profit.

If the motorcycle is stolen or missing for any reason, the Renter will immediately inform **Rent a Moto** and the Ministry of Internal Affairs in charge of the issues. The Renter is therefore obliged to present **Rent a Moto** the report from authorized agency of the ministry to which he/she reported the stolen or missing motorcycle.

If the motorcycle is stolen or missing for any reason, the Renter will return to **Rent a Moto** the original key and registration of the motorcycle and will present the report made by the police on the reported theft or missing motorcycle.

If the Renter does not fulfill all the obligations stipulated in the above given Article, the Renter will be found materially liable for the theft or motorcycle missing and will compensate to **Rent a Moto** the incurred loss in full amount of the price of a new such motorcycle as well as the lost profit. The vehicle rental Agreement will be considered as early abrogated on:

- the day when the Renter delivers the motorcycle along with the damage report made by the police;
- on the date when the Renter presents to the report on the theft or vehicle missing for any reason, the report having been made by the police along with the original key and original registration paper.

Article 6.

The Renter hereby confirms that he/she is familiar with the fact that the motorcycle is not insured against damage caused by his/her riding the motorcycle under influence of alcohol, drugs or other intoxicating substance, riding without a valid driving license as well as riding when more persons are ridden on the motorcycle than is allowed.

The Renter hereby confirms that he/she is familiar with the fact that the motorcycle is casco (loss&damage) insured. Insurance price is included in the rental price. By paying rent the Renter will be entitled to be free from responsibility for any damage caused to the motorcycle the Renter fault, the Renter will participate in covering of the damage up to full amount of deposit.

In case of thievery or missing the motorcycle, and when the Renter had followed the instructions given by **Rent a Moto**, he will participate in the loss with the full amount of deposit.

Article 7.

In case that the responsibilities undertaken in accordance with this Agreement are not fulfilled in due time, the Renter will be charged for the damage in the amount of 100% per day.

Article 8.

In case of any dispute with reference to this Agreement, the Court in charge will be the Court in Herceg Novi.

Article 9.

This Agreement is made in 2 (two) identical copies out of which each party to the Agreement will keep 1 (one).