



# Agape Escape

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## RENTAL CONDITIONS

Please read the terms carefully. By accepting the rental, you accept all the terms and conditions below. For all questions and ambiguities, please contact us by phone or email. The vehicle can be rented by a legal entity or a natural person, and the driver must hold a valid category B driver's license for at least 5 years. The vehicle can only be driven by the persons listed in the contract.

The beginning of the lease begins with the acceptance of the offer and terms of the lease, payment of the entire amount of the lease and the deposit, and the signing of the contract by both parties.

By signing the lease agreement, both parties confirm that the vehicle was delivered technically correct and clean, with all associated equipment and documents, and the lessee confirms that he is well acquainted with how the vehicle works. The list of equipment and possible minor defects and damages are listed in the technical part of the contract.

The rental ends with the signing of the handover report, payment of any additional costs and return of the deposit if there are no obstacles for this according to the terms of the rental (traffic violations, damage to and on the vehicle, delay, careless use).

The price INCLUDES: 24/7 telephone assistance, mandatory automobile liability insurance, comprehensive vehicle insurance (with the tenant's mandatory participation in damages up to the amount of the deposit, passenger insurance, toilet chemicals, gas (1 bottle), full tank of clean water, empty tank of dirty water, clean toilet cassette (if it is additionally rented), radio, water hose, power cable + power adapter.

The price DOES NOT INCLUDE: Fuel, tolls, navigation device, inverter seats, bicycles, transfers from airports to the depot and back. The insurance does not cover damage up to the amount of the guarantee, as well as damage to tires, rims, engine bed, clutch (clutch) and vehicle undercarriage. Damage to tires is fully borne by the renter, unless he has paid additional tire insurance.

### Payment method

An advance payment of 30% of the rental amount is paid as confirmation of the reservation. The deposit amounts to 500e, but if the lessor, due to some circumstances of the lease in question, deems that the deposit should be higher, the amount of the deposit can be up to 3500e. For rentals longer than 22 days, the deposit is 1500e, and for rentals longer than 32 days, the deposit is 3500e.

When taking over the vehicle, the lessee pays a deposit as a guarantee that he will return the vehicle in an unchanged condition and correct, just as he took it over. The guarantee also covers the loss of the insurance bonus in the event of an accident due to the lessee's fault. The deposit can be paid to our account, by credit card or cash.

In case of any external damage to the vehicle (on the superstructure and chassis), due to the fault of the lessee or an unknown perpetrator, the deposit is not returned until the vehicle is repaired, that is, until a written statement is received from the insurance company, the amount of the bonus loss the lessor loses until the return to the old bonus, and that the insurance has no subsequent claims from third parties, regarding the collection of damage caused by the lessee. Repair of damage committed by an unknown perpetrator is paid by the lessee up to the amount of the security deposit.

## Collection and return of the vehicle

The lessor offers for rent a clean and technically sound camper, with a full fuel tank, a full fresh water tank, a full gas bottle (1pc), an empty waste water tank and a clean toilet cassette (if it is additionally rented).

The lessee is obliged to return the camper clean inside and out, in technically correct condition and on time. If new damages are found, they will be documented and presented to the lessee, and in that case, the lessee has no right to complain about the determined condition of the vehicle. The interior of the camper must be clean upon return, and this especially applies to the stove, refrigerator, toilet and seats.

If the interior is not cleaned, the lessor will charge the lessee 50, depending on the degree of pollution. The lessee is obliged to return the vehicle with a clean WC cassette (if it was additionally rented). If the cassette is not cleaned, the lessor will charge 120e for the cleaning service. If the customer has ordered crockery and cutlery, he is obliged to return the same in order, clean and washed. If it has not been washed, the lessor will charge 50e for washing. The destruction of the bed/mattress in the car is additionally paid at 100% of the price of 3500e, as well as the loss of the handle of closing the bed in the amount of 2500e. For all damage to the vehicle or equipment that is not covered by insurance, the lessee is responsible and pays for the resulting damage. The vehicle will be considered damaged if the renter returns the vehicle with scraping marks (trees, branches) on the vehicle, and the vehicle needs to be polished.

Regarding damage to or in the vehicle caused by the lessee, the lessor has the right to retain the full amount of the deposit until the vehicle is fully repaired and if the damage is less than the amount of the deposit, the remaining amount will be returned after the final settlement. The billing period depends on the availability and speed of delivery of parts, and on the period in which the appropriate service can perform the final repair. If the damage is of such a type that it is obvious that our vehicle was not in contact with the vehicle or object of third parties, then the period of repair and settlement must not exceed 90 days. After repairing the vehicle, the lessor will provide the lessee with an invoice that will include handling costs during the repair (delivery and the cost of purchasing parts, as well as the possible cost of transporting the vehicle to the service center and back). The price of the working hour is 80e. The lessor has the right, during the final calculation of the damage repair, to add an amount up to a maximum of 300e to the total amount of damage for the reduction of the value of the vehicle. This particularly applies to damage to the vehicle's superstructure and chassis, when vehicle painting is required, or when polishing cannot completely remove the damage and painting does not make sense. If there is a lack of fuel, the lessor will charge an amount of 2e per liter.

Both parties must stick to the agreed delivery and return date of the vehicle. The vehicle can be picked up by agreement, and the lessee must return the vehicle no later than 10 a.m. We do not tolerate delays, and every hour of delay is charged 20e. We do not release campers after 8 p.m., nor do we pick them up before 7 a.m.

If the rental or return of the vehicle is in other cities of Cme Gore or abroad, the time, price and pick-up are agreed with the lessor, this time can also be changed with the addition of a certain tariff. If the lessee ordered the rental of the camper outside the agreed address, in another city of Montenegro, and if the lessee does not show up at the agreed time to pick up the camper, the lessor will do the following:

- If the tenant announced before the pick-up that he will be late, the tenant will be charged 20e for each hour of waiting and the waiting time can be a maximum of 24 hours.
- If the lessee has not announced that he is late, the lessor will wait 3 hours after the agreed time (hour). The fee for each hour of waiting is 20e. If the lessee does not contact the lessor or does not show up by then, the lessor will leave the agreed pick-up place and return the camper to the depot at Maša Đurovića 4a Podgorica after the expiration of 3 hours after the agreed pick-up time. The lessee can pick it up at the depot up to 24 hours after the agreed appointment. After 24 hours have passed, and the lessee has not contacted the lessor or come to pick up the

camper, the lessor considers that the lessee has abandoned the rental, and the reservation is cancelled. The lessee has no right to return the money paid. If the lessee requests to return the vehicle at night, the deposit is not returned until the vehicle is inspected and received in daylight, and in that case the lessee waives the right to any objection to the determined condition of the vehicle!! The fee for night collection is determined separately for each case. The renter must request permission to extend the vehicle rental at least 48 hours before the scheduled return date. Permission is requested and obtained by SMS, Viber, Whatsapp or Gmail. If the lessee does not return the vehicle within the agreed time, nor does he contact the lessor, 2 hours after the agreed time for returning the vehicle, the lessor will consider that the lessee has stolen the vehicle, and will take appropriate measures in terms of the provisions of the Criminal Code, i.e. the Law on Enforcement Procedure (temporary measures).

Vehicles are picked up and returned at the address - **Maše Đurovića 4a Podgorica.**

### **Lessee's responsibility**

The lessor has no other responsibility regarding such cancellation of the reservation, nor is he obliged to pay any penalties to the lessee. The lessor has the right to inspect the condition of the vehicle at any time, as well as to immediately confiscate the vehicle if the lessee violates any provision specified in this contract.

In the event of a breakdown of the vehicle or any part in the upgrade, the lessor will do everything possible to eliminate the defect within 36 hours, but if the repair is not possible, the lessor bears no responsibility for damages that the lessee may incur due to the failure of/ in the vehicle. If the lessee decides to travel to more distant destinations, and the vehicle breaks down, the entire cost of transporting the vehicle to the depot is borne by the lessee. The lessee should have adequate travel insurance for such cases (eg ADAC). When a breakdown occurs, the lessee is obliged to inform the lessor immediately. The tenant will receive instructions on what to do and how to do it, that is, he will be directed to the first possible service. If the lessee refuses to go to the mentioned service (for any reason), the lessor will consider that the lessee did not even report the defect and the lessee has no right to appeal. Faults in the operation of radios, air conditioners, refrigerators, cruise control or water heating are not considered malfunctions due to which the lessee can claim compensation for damage due to loss of time to repair them or for reduced comfort. The lessor supplies the lessee with a correct and technically sound vehicle, but equally, the lessor cannot guarantee to anyone, nor does he guarantee that the vehicle will function flawlessly during the rental, and accordingly, the lessee waives in advance the right to any complaint or material claims that could be caused by a breakdown vehicles. The lessor is only obliged to return to the lessee the amount for unused rental days in cases where it is obvious that the lessee is not to blame for the technical problem. In the event of a collision or breakdown of the vehicle, the lessor is under no obligation to reimburse the lessee for accommodation costs (hotel, etc.), as well as transportation costs (taxi, rent a car, train, plane, etc.) or any other costs with in this regard. If the lessee also rents bicycles in addition to the camper, the lessor is not obliged to refund any bicycle repair costs that may arise from the use of the same by the lessee. In the event that the lessee, for any reason, returns the vehicle earlier than the scheduled time, the lessor is not obliged and will not reimburse the lessee for unused days.

## **Lessee's responsibility**

The lessee must lock the vehicle every time he leaves, and always have the documents with him and in a safe place, and NEVER IN THE VEHICLE!! Loss of vehicle documents is charged in the amount of 500e.

The lessee undertakes to keep the vehicle and properly maintain it and is materially responsible for violations of traffic regulations. The lessee is obliged to check the engine fluid level and tire pressure during the rental period. The lessee may not drive the vehicle under the influence of alcohol, narcotics or tranquilizers. Smoking and the transport of any animals are not allowed in the vehicle. Non-observance of these regulations on smoking and animals is charged in the amount of 300e.

The renter and other passengers are prohibited from entering the camper with rough soles, jumping on the beds, jumping from the bed to the floor or any reckless and careless use of the camper that could be at the cost of damaging the camper.

The vehicle may not be subleased, used for illegal actions, torts, customs and other violations, for driver training, for paid transportation of goods and people, for towing other vehicles, for trips to sports competitions and music festivals, and for the transport of flammable and explosive substances, substances with a strong and unpleasant smell. The lessee may not go with the vehicle to areas for which the lessor has issued an express ban. By not complying with the above provisions, the lessee waives the deposit in full in favor of the lessor.

The lessee may not overload the vehicle, perform any modifications to the vehicle, change parts, assemblies or devices in/on the vehicle without the written consent of the lessor.

The lessee is obliged to fill in the appropriate fuel, EURODIESEL BS or BS class, and when returning the vehicle, provide the lessor with a receipt from the last fuel fill. In the event that the wrong fuel was poured into the vehicle, or damage to the engine, chassis or bodywork was caused in any other way, the lessee is obliged to pay the full amount of the repair of the damaged vehicle, as well as other costs caused to the lessor by the damage to the vehicle, as lost profit for the duration repair and non-use of the vehicle during the repair according to the valid price list, but for a maximum of 30 days.

If it happens that the customer pours diesel into the water tank, the lessor will charge 1500e for the cleaning service.

In case of any problems, breakdown on the road or the like, the lessee is obliged to notify the lessor IMMEDIATELY, in order to solve the problem together. The lessee may not leave a broken or damaged vehicle without supervision and insurance.

If the lessor expressly instructs the lessee to go to the agreed service, the lessee may not refuse. If the lessee still refuses the order and continues driving, and this causes an even bigger breakdown, the lessee is obliged to bear all the repair costs incurred as a result. If, as a result, the vehicle is not ready for the next agreed rental, the lessee who caused the cancellation of the next rental, is obliged to pay the entire amount of that canceled rental.

The lessee must respect traffic regulations, because in the event of an accident, there will be additional difficulties with the insurance company, which in that case will be borne by the lessee at any time in the future. The lessor has the right to charge the lessee for fines or costs of traffic accidents and insurance companies caused by the lessee during the rental of the vehicle. Penalties and costs may arise even after the lease, which is why the lessor has the right to charge the lessee up to 2 years after the lease. Possible fines for traffic violations are exclusively borne by the lessee (even in the case when the fine arrives by mail after.

In the event that the clutch (clutch) malfunctions during the rental, the lessor will return the deposit to the lessee until the vehicle is repaired and a report is received from the authorized service center on the cause of the malfunction. If it is evident from the report that the failure occurred due to the lessee's fault, the lessee is obliged to pay the resulting damage in full. In the event of a tire burst, the lessee is obliged to inform the lessor about the event, and in agreement with the lessor to replace the tire (obligatory to use the same model/type of tire), but the entire cost is borne by the lessee. In case of a traffic accident, it is mandatory to contact the lessor, call the policy, fill out the European accident report and, upon returning the vehicle to the lessor, attach a report on the harmful event, as well as an alcohol test. If the lessee does not do the above, all the cost of damages related to the damage shall be borne by the lessee, regardless of who is to blame for the harmful event.

The lessor will keep the deposit in full until liability is determined, which can take up to 8 months. Only after that, if it is determined that the lessee is not responsible for the damage, the lessor will refund the deposit, minus the amount of handling costs.

If the lessee is to blame for the harmful event, the lessor will retain the deposit in its entirety.

During the rental period, the lessee is obliged to report any new damage on or in the vehicle to the lessor immediately and without fail (e-mail, Whatsapp, Viber, SMS), in order to give the lessor the opportunity to prepare new parts and repairs as soon as possible. If the lessee returns with a vehicle that has damage caused during the rental, without immediately reporting it to the lessor, the lessor has the right to charge the lessee for the costs of urgent procurement of new parts in the amount of 250e.

The lessee is obliged to report all new damages when returning the vehicle. If he does not do this, and the lessor determines that there are new, unreported damages, this will be considered an attempt at camouflage and fraud by the lessee. In this case, the lessor has the right to charge the lessee for double the amount needed to repair the vehicle..

In case of theft of the vehicle, the lessee is obliged to inform the lessor immediately, report the incident to the police, as well as hand over the documents and keys to the camper to the police. Otherwise, if the insurance company refuses to pay the damage due to non-fulfilment of the stated requirements, the lessee will, at the request of the lessor, pay the full value of the new vehicle that he had on rent according to the offer of the authorized dealer for the vehicle in question, as well as the lessor's lost profit, due to the lack of a vehicle, in the amount 90-day vehicle rental at the valid price list, in the super high season (SVS). In the event that the police establish that the vehicle was not stolen, but that it was hidden and that it was a fraud, and the insurance refuses to pay the damage, the lessee is obliged to pay the lessor the amount of the newly purchased value of the missing camper, increased by 100% for lost profits, costs and problems caused in this connection.

## Travels abroad

It is possible to travel by campervan to all European countries except those that are in a state of war or for other reasons travel is undesirable. As of May 1, 2009, a new law on changes to the law on hospitality activities (Act on Amendments to the Law on Hospitality Activities) came into effect in the EU. According to this law, camping, parking or spending the night outside the campsites or in areas intended for parking is a misdemeanor, which is punishable by a fine. Unauthorized camping on private land easily results in the camper being stamped for 60 days. Self-initiated unsealing is a punishable activity. The lessee expressly undertakes not to violate this law. In the case of a violation of the above-mentioned law, the mentioned person covers the costs of a possible reduction in income to the lessor and for all damage to the camper at the time of sealing.

By signing this contract, the lessee undertakes to reimburse the lessor for all costs and to pay for all direct and indirect damage to/in the vehicle that occurred as a result of the lessee's irresponsible and negligent attitude towards the vehicle he rented, which the insurance does not cover or refuses to pay.

With his signature, the lessee confirms that he is fully aware of all the conditions of the lease and that he has no objections. All listed prices include VAT 25%. The contract is drawn up in two copies, of which one copy belongs to each party

The court in Podgorica is competent for all unsolvable disputes between the lessor and the lessee..

**Lessor:**\_\_\_\_\_

**Lessee**\_\_\_\_\_

Place and time Maše Đurovića ¾ Podgorica