

## RENTAL AGREEMENT

### 1) Definitions:

a) "Lessor" or "We" means: AMSTAR, d.o.o., Sava 17/B, 1282 Sava, Tax No. SI54035694, represented by Andrej Mrzel, telephone: +386 41 403930.

b) "Renter" or "You" means:

1.name: \_\_\_\_\_, place of residence: \_\_\_\_\_

passport number: \_\_\_\_\_, telephone: \_\_\_\_\_

This term also includes any other passengers in the Motorhome. Other passengers are:

2.name: \_\_\_\_\_, place of residence: \_\_\_\_\_

passport number: \_\_\_\_\_, telephone: \_\_\_\_\_

3.name: \_\_\_\_\_, place of residence: \_\_\_\_\_

passport number: \_\_\_\_\_, telephone: \_\_\_\_\_

4.name: \_\_\_\_\_, place of residence: \_\_\_\_\_

passport number: \_\_\_\_\_, telephone: \_\_\_\_\_

5.name: \_\_\_\_\_, place of residence: \_\_\_\_\_

passport number: \_\_\_\_\_, telephone: \_\_\_\_\_

6.name: \_\_\_\_\_, place of residence: \_\_\_\_\_

passport number: \_\_\_\_\_, telephone: \_\_\_\_\_

c) "Motorhome" means: Motorhome Elnagh Clipper 20, license number LJ Y6-57R, and all its tires, tools, accessories, equipment, appliances, keys and vehicle document.

d) "Pickup day" means: first day of the rental period starting at 15:00 hours unless agreed differently.

e) "Return day" means: last day of the rental period ending at 12:00 hours unless agreed differently.

2) The Lessor is authorized to do all necessary dealings with the Renter, including the collection and remittance of monies, the issuance of receipts for monies received on its behalf, and for its delivery of the Motorhome rented hereby.

3) The acceptance by Renter of the delivery of the Motorhome rented shall constitute his acknowledgement and admission that he has carefully examined it and all additional equipment and has received the same in good condition. Renter agrees to examine the Motorhome at reasonable periodic intervals, including tires, and to maintain it in substantially the same condition in which it was delivered. The rental of the Motorhome includes all of the additional equipment, utensils and furnishings which is listed on pickup record signed by both parties prior to departure.

4) Renter agrees to pay to the Lessor a security deposit in the amount of 700 EUR, at least 10 days prior to the departure date as stated in this rental agreement. Deposit (less the deduction of any charges authorized hereby, which amounts Lessor is authorized to retain) shall be refunded to Renter, provided Renter is not in default of the terms, covenants and conditions of this rental agreement.

5) In the event the number of kilometers traveled by the Motorhome during the time the Renter has possession exceeds the allowed kilometers, then the Renter agrees to pay, upon the return of the Motorhome, a kilometers charge in amount of 0,30 EUR per exceeded kilometer and Lessor is hereby authorized to retain out of the Renter's deposit this charge per kilometer for excess kilometers traveled.

6) Renter shall pay to Lessor the following:

a) Rental amount: \_\_\_\_\_ EUR.

The rental amount includes the following number of kilometers: \_\_\_\_\_.

b) Gas bottle, package of chemical toilet recyclable paper, chemical toilet chemicals, rubbish bags in amount of: \_\_\_\_\_ EUR.

c) Permit to drive the Motorhome outside Slovenia: \_\_\_\_\_ EUR.

d) Refill of fuel to the same level as when vehicle was accepted.

e) Charges for extraordinary cleaning will be assessed for excessive grime to interior and/or exterior of Motorhome. Interior cleaning costs 25 EUR. Exterior cleaning costs 25 EUR. Emptying water tanks costs 10 EUR. Emptying toilet cassette costs 40 EUR.

f) Charges for repair or replacement of damaged or lost equipment or supplies not otherwise covered in agreement. Applicable sales, use or other excise taxes and amounts charged by Lessor as reimbursed for taxes paid.

g) Lessor's cost, including reasonable attorney fees, and/or fees incurred in collecting payment due from Renter under this agreement.

h) Fines, penalties, forfeitures, or other expenses, if assessed against Lessor under compulsion of law, with respect to use of vehicle while in rental to Renter, unless due to Lessor's fault, but this shall not relieve Renter or any other person of direct responsibility to any federal, state or municipal body of his own conduct. Renter agrees that Lessor may apply the advance charges or the security deposit or any part thereof as a credit to any amount due Lessor.

7) Lessor rents to Renter and Renter rents from Lessor the Motorhome described herein and the additional equipment as stated and subject to the listed terms and conditions. This rental agreement shall commence on the pick-up date: \_\_\_\_\_ /time: \_\_\_\_\_ and shall terminate on the return date: \_\_\_\_\_ /time: \_\_\_\_\_. The Motorhome remains subject to the terms and conditions of this agreement until Lessor inspects and accepts it. If Renter returns Motorhome after hours, Renter is still responsible for any damage to the vehicle, until Lessor inspects and accepts it the next business day. Any requests for changes in the rental agreement must be in writing, must be approved by Lessor, and must be submitted at least twenty-four (24) hours in advance.

8) No person shall drive the Motorhome during the term of this rental agreement or while Motorhome is in the possession of Renter, except for the authorized drivers whose names are listed. Renter shall permit no person other than such authorized drivers to drive Motorhome. Renter hereby represents that each of the authorized drivers, including Renter, has a currently valid driver's license and is in excess of twenty-five (21) years of age.

9) Renter shall maintain the Motorhome in strict compliance with the manufacturer's maintenance procedure and in accordance with Lessor's instructions, which may be given to Renter. Renter shall pay Lessor the value of any equipment, utensils and furnishings, which are lost, stolen, destroyed or damaged during the term of this agreement.

10) If the Motorhome is not returned on the date specified, to the place specified, or such a place agreed upon between Lessor and Renter; Renter shall pay upon Lessor's demand, in addition to all other sums payable and all other liabilities incurred, a charge of 25 EUR for every starting hour of delay until the Motorhome is returned to the specified place.

11) No credit or refund shall be given to the Renter if the Motorhome is returned prior to the contracted date. In such event Renter shall be liable for all charges as if the motor home was returned on the scheduled date.

12) Renter agrees to keep vehicle and its components serviced and agrees to pay upon demand for loss and expense, repairs, parts, or supplies due to neglect, abuse or misuse of vehicle (including without limitations, lack of proper repairs, and failure to add oil, antifreeze, water, air or other expendables necessary for the proper and safe operation of the vehicle during period of rental). Rates do not include gasoline.

13) Renter shall pay for all fuel and oil, and shall not be entitled to any reimbursement thereof. Lessor shall reimburse Renter for necessary repairs to the motor home during the term of this agreement, which are required by any breakdown or damages not caused directly by the misuse, carelessness or negligence of the Renter, provided all such repairs are fully documented with work orders, invoices and receipts. No credit will be given for replacement parts unless they are returned to Lessor. Lessor shall not be responsible for time loss (except to Lessor as provided herein), or any other incidental expenses.

14) Renter agrees to contact Lessor, by telephone for Motorhome repairs in excess of 100 EUR to obtain authorization at an authorized repair center. Such authorization for repairs shall not constitute a waiver of any right to charge Renter for such repairs, if, in the opinion of Lessor, such repairs were required because of the misuse, carelessness or negligence of Renter, or Renter's failure to comply with the terms of the agreement, or with the maintenance instruction given to Renter.

15) In the event Lessor is unable to make Motorhome available to Renter for the term of this agreement, all payments made by Renter for this rental shall be refunded, and Lessor shall in no event have liability beyond that refund.

16) Reservation of the Motorhome is to be made more than 10 days prior to pick-up date. At least 10 days prior to pick-up date the whole rental amount and the security deposit are to be remitted to the Lessor's account.

17) There is a possibility to cancel the reservation, The cost of canceling reservation is 50 EUR. Additionally the cost of canceling the reservation is increased by:

- 30% of the reservation amount if it's canceled at least 20 days before the first day of rent period.
- 50% of the reservation amount if it's canceled at least 10 days before the first day of rent period.
- 100% of the reservation amount if it's canceled less than 10 days before the first day of rent period.

Reservation amount comes to 30% of the rental and must be paid in order to make a reservation.

18) RENTER IS RESPONSIBLE FOR THE MOTORHOME AND DAMAGE TO THE MOTORHOME, INCLUDING LOSS OF USE.

19) Lessor insured the Motorhome according to the Slovenian laws. Additionally the Motorhome is fully insured by Slovenica insurance company. The insurance also covers theft and traffic accidents if they occur in accordance with proper use of the Motorhome. Motorhome's engine is under Fiat warranty until 2007. Motorhome is also insured by Slovenian motor club-AMZS.

20) If the insurance company for any reason rejects to refund the damage done, the Lessor holds the Renter responsible to pay for it.

21) The following list are prohibited uses and will violate the agreement, void liability coverage, and the Renter will be responsible for all damage to the rental vehicle as a result of:

1. Using vehicle on any road or other areas that is not hard surfaced and regularly maintained resulting in undercarriage damage, including tires and wheels.
2. Improperly loading and securing contents, including doorsteps when not properly stowed.
3. Allowing a greater number of persons to occupy vehicle than originally indicated on the agreement.
4. Using the vehicle in any race, test or contest.
5. Operating the vehicle in connection with or during any periods of riots, strikes or civil commotion.
6. To carry persons or property for hire.
7. To propel or tow vehicles or other objects.
8. If the vehicle is obtained from Lessor by fraud or misrepresentation.
9. If the vehicle is driven by any person while under influence of intoxicants or used for any illegal purpose.
10. Smoking in the Motorhome. Smoking in the Motorhome is strictly prohibited!

22) Lessor shall not be liable for any damage to property or injury to persons (including death) resulting from the use, operation or possession of the Motorhome by Renter, and shall indemnify and save Lessor harmless from all such liabilities.

23) Renter agrees to report any accident involving the Motorhome to Lessor immediately after its occurrence. In case of an accident, a police report must be submitted to Lessor within 24 hours. In addition, Renter agrees to deliver to Lessor as soon as possible, every process, pleading or paper of any kind relating to any and all claims, suits and proceedings received by Renter or any driver or passenger of the Motorhome, and relating to the use of Motorhome. None of the drivers or passengers shall in any manner aid or abet any claimant, but shall cooperate fully with Lessor in all matters connected with the investigation and defense of any claims or suits.

24) Renter shall be solely responsible for and will hold lesser harmless from any and all fines, forfeitures or penalties arising out of the violation of any law while Motorhome is in possession of Renter, and shall reimburse Lessor for the loss or confiscation of the Motorhome.

25) Theft, vandalism, and breakdowns: Renter shall assume responsibility for theft and vandalism of and to the vehicle and other equipment. They shall indemnify and hold Lessor harmless from all loss resulting there from; and shall assume liability for any and all damage or loss to property transported in vehicle, including damages or loss caused by fire, water, theft, vandalism, or collision. Renter assumes full responsibility for any additional expenses incurred by reason of a breakdown of vehicle whether or not causing a delay en route. Lessor's maximum liability shall be for refund of daily rental rate as a result of breakdown, which requires vehicle to be in repair for more than 12 hours. This liability is not to exceed the period of the Rental Agreement.

26) The relationship between the parties to this agreement is that of Lessor and Renter. Renter is not and shall not hold themselves to be an agent or employee of Lessor, or in any other capacity than Renter. Renter shall have no authority to represent or make any commitment binding upon Lessor.

27) Renter shall not assign this rental agreement or subject the Motorhome rented hereby without prior written consent of Lessor.

28) In the event of a breach of any of the terms and conditions of this rental agreement by Renter, Lessor may, without prior demand, take possession of the Motorhome by entry upon Renter's premise, if necessary, with or without process of law. In the event of any such breach, Renter shall be liable for any and all expenses incurred by Lessor in repossessing the Motorhome or collecting any charges agreed to be paid, including reasonable attorney's fees and court costs. In addition, Renter shall be liable for all damages suffered by Lessor as a result as of Renter's breach of this agreement.

29) Any waiver by Lessor of any terms, conditions or provisions of this rental agreement shall not constitute a continuing waiver nor shall it be a waiver of or consent to any succeeding breach of the same or any other provision hereof.

30) The remedies granted to Lessor are cumulative, and are in addition to, and not limitation of, any other remedies available to Lessor by law, and Lessor, by pursuing any or all of the remedies provided herein or by law, shall not be deemed to have waived any other available remedy.

31) Upon return of the Motorhome, Renter agrees to fill its fuel tank, empty toilet cassette and water tanks, or pay an amount determined in this agreement for refilling fuel tank and emptying toilet and water facilities. Renter further agrees for cleaning the same, in such case, the cleaning fee shall be as expressed unless clean-up requires more than ordinary service, in which case Renter agrees to pay for all extraordinary charges in excess of the agreed clean-up fees.

32) The provisions of this Rental Agreement shall be construed in accordance with the laws of the State, county, or province the vehicle was rented.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

The Lessor: \_\_\_\_\_ The Renter: \_\_\_\_\_