

Imperial residence doo

Ogranak Public rentacar

Kneza Miloša 14, 11000 Beograd, Srbija

Tel: +381 69 69 30 51 ; +381 11 400 3070

Email : publicouserentacar@gmail.com



Halkbank a.d.

TR: 155-75348-73

Maticni broj:21297631

PIB: 110100779

UGOVOR O NAJMU/RENTAL AGREEMENT

PODACI O VOZILU (CAR DATA)

1. TIP VOZILA _____
CAR TYPE
2. REG. BR. VOZILA _____
CAR LICENCE No.
3. BR. MOTORA _____
VIN Number.

PODACI O KORISNIKU (RENTER)

1. IME I PREZIME _____
NAME/SURNAME
2. JMBG I BR.L.K. _____
PASSPORT No.
3. ADRESA _____
ADDRESS
4. VOZAČKA DOZVOLA BR. _____
DRIVING LICENCE No.
izdata u _____ datum izdavanja _____
issued in _____ date of issue
5. TELEFON _____
TEL.No.

NAJAM (RENTAL)

1. DATUM I VREME PREUZIMANJA _____
CHECK IN/DATE AND TIME
2. POČETNA KILOMETRAŽA/REZERVOAR _____
STARTING KMS (IN)/TANK(IN)
3. KILOMETRAŽA PRI POVRATKU/REZERVOAR _____
ENDING KMS (IN)/TANK(IN)
4. DATUM I VREME VRAĆANJA _____
CHECK OUT/DATE AND TIME

KILOMETRAŽA (DISTANCE IN KILOMETERS)

1. OGRANIČENA
LIMITED
2. NEOGRANIČENA
UNLIMITED

STANJE VOZILA (CAR CONDITION)

DOKUMENTI - DOCUMENTS
PATOSNICE - FLOOR COVER
PRVA POMOĆ-1 st AID

- DIZALICA - WHEEL JACK
- TROKUT - TRIANGLE
- REZ. TOČAK - SPARE WHEEL

DODATNI VOZAČ (ADDITIONAL DRIVER)

1. IME I PREZIME _____
NAME/SURNAME
2. JMBG I BR.L.K. _____
PASSPORT No.
3. ADRESA _____
ADDRESS
4. VOZ. DOZVOLA BR. _____
DRIVING LICENCE No.
izdata u _____
issued in _____
datum izdavanja _____
date of issue
5. TELEFON _____
TEL.No.

OBRAČUN (CALCULATION)

* = _____
dnevno/days at

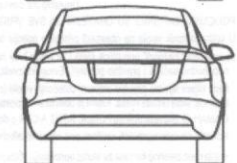
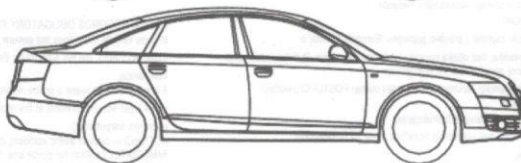
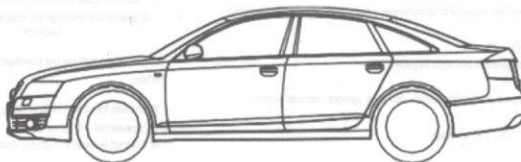
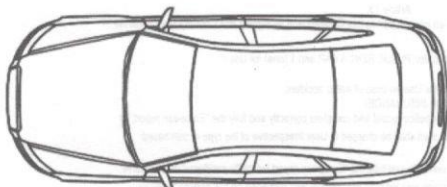
dodaci/miscellaneous

dodaci/miscellaneous

DEPOZIT _____

ZA NAPLATU-AMOUNT DUE _____

Oštećenja na vozilu / Vehicle damage:



Napomena:

Za korisnika
For and on behalf
of the Client

Za Imperial residence doo, Public rent a car
For and on behalf
of Imperial residence doo, Public rent a car agent

ODREDBE I USLOVI UGOVORA O NAJMU

Zaključen između Imperial Residence doo, Public rent a car, (u daljem tekstu RENT A CAR) i korisnika vozila (u daljem tekstu korisnik) Član 1. PUBLIC RENT A CAR daje korisniku na korišćenje vozilo pod Odbredama i Uslovima utvrđenim ovim Ugovorom, primenljivim cenovnikom, našim informacijama o najmu i Uputstvom o postupanju korisnika u slučaju saobraćajne nezgode i ostalim pravilima.

Član 2.

Korisnik se svojim potpisom saglasio sa ovim Ugovorom i cenovnikom i obavezuje se:
a) da je iznajmljeno vozilo preuzelo shodno zakonu o osnovama bezbednosti saobraćaja na putevima,
b) da je uz vozilo primio dokumenta za vozilo, ključeve za vozilo, svu obaveznu opremu i pribor, kao i dodatnu opremu i pribor naveden u ugovoru,
c) da iznajmljeno vozilo nakon završenog najma vrati na mesto i u roku utvrđenom ovim Ugovorom, odnosno pre isteka najma, odmah na zahtev PUBLIC RENT A CAR
d) da odmah prekine vožnju ako se za vreme najma dogodi kvar na kilometar satu i odmah obavesti PUBLIC RENT A CAR
e) da iznajmljeno vozilo neće koristiti u nedozvoljene svrhe (za vršenje krivičnih dela, carinskih, deviznih i drugih prekršaja, kao i drugih nedozvoljenih radnji) za obuku vozača, za rentiranje trećim licima, pravoz tereta ili vaču drugih vozila ili prikolica i za suvožetvanje u auto sportskim priredbama, niti pod dejstvom alkohola, droga ili drugih opojnih sredstava. Ukoliko korisnik postupi suprotno ovoj tački, nadoknadiće bez odlaganja PUBLIC RENT A CAR -u priloženu štetu u punom iznosu,
f) da će iznajmljeno vozilo koristiti samo za sopstvene potrebe i vozilom upravljati korisnik ili lice koje ispunjava sve uslove i navedeno je u Ugovoru. Materijalna odgovornost ovih lica je solidarna,
g) da iznajmljeno vozilo ne optereći osobama ili predmetima preko dozvoljene maksimalne težine niti da vozilom pređe državnu granicu bez prethodno pribavljene zelenog kartona od strane PUBLIC RENT A CAR. U koliko korisnik pređe državnu granicu bez prethodno dobijenog zelenog kartona u obavezi je da snosi svu materijalnu odgovornost prema PUBLIC RENT A CAR-u i nadležnim organima države u kojoj se zatekao sa iznajmljivim vozilom za predmetni prelazak,
h) da bez pismene saglasnosti PUBLIC RENT A CAR -a ne sme vršiti nikakvu promenu delova, sklopova, uređaja, opreme ili da menja na bilo koji način spoljašnji izgled vozila. Promenjene ili nedostajuce delove korisnik je dužan nadoknadićti PUBLIC RENT A CAR-u u visini njihove tržišne vrednosti najkasnije na dan vraćanja vozila,
i) da uređaje ili sredstva za obezbeđenje vozila od krađe koja su na raspolaganju obavezno koristi i vozilo zaštiti,
j) da u svako doba omogući kontrolu vozila i dokumentaciju ovlašćenicu iu PUBLIC RENT A CAR -a,
k) da vozilo upotrebljava kao dobar domaćin.

Član 3.

Korisnik je u obavezi da ispunji osnovne uslove za najam vozila i to: posedovanje važeće vozačke dozvole, obavezna identifikacija sa ličnom kartom ili pasosem, dokaz o svojstvu korisnika u pravnom licu (ugovor o radu, punomoćje, pečat firme i slično) obavezna platna kartica kao sredstvo obezbeđenja i plaćanja, avansno plaćanje sabirnih dana najma. Minimalna dužina najma je 1 dan (24h), tolerisanje se 60 minuta zakašnjenja vraćanja vozila, a potom automatski zaračunavaju novi dan najma prema važećem cenovniku. Maksimalna dužina najma je 11 mesec, s tim što PUBLIC RENT A CAR zadržava diskreciono pravo odlučivanja o dužini najma korisnika vozila.

Član 4.

Korisnik je dužan da pri zaključivanju ugovora akontira utvrđeni novčani iznos i deponuje sva dokumenta i akta iz člana 3 ovog ugovora.

Član 5.

Korisnik prihvata da isplati PUBLIC RENT A CAR -u:
a) najam vozila i ostale usluge prema važećem cenovniku. Za iznos uplaćene akontacije garantuje se cena najma do visine akontacije,
b) troškove goriva, opravke auto guma i naknada (drumtarine, mostarline, trajekta, kazni, parking kazni, taksa i sudskih sporova) padaju na teret korisnika. Ukoliko ih je PUBLIC RENT A CAR prethodno platilo, refundiraće ih od korisnika,
c) povratnu kilometražu kad korisnik vraća iznajmljeno vozilo van ugovorenog mesta vraćanja vozila.

Član 6.

Korisniku se na korišćenje daje tehnički ispravno vozilo, a za sve eventualne tehničke neispravnosti koje nastanu u toku najma korisnik snosi punu odgovornost. Ako prilikom korišćenja vozila dođe do oštećenja motora, pogonskog mehanizma, menjača, kvačila, kartera ili drugog karakterističnog dela (usled nedostatka ulja motor, diferencijal, menjač, sredstva za hlađenje, pregrejanost motora i sl.) ugovorene strane će zajednički, u ovlašćenom servisu, izvršiti defektuza kvara, i utvrditi visinu materijalne štete. Ukoliko je do kvara došlo usled nepažnje korisnika, korisnik je dužan da nadoknadi PUBLIC RENT A CAR -u priloženu materijalnu štetu na vozilu u punom iznosu i izgubljenu dobit zbog nekoristićenja vozila u visini minimalne zarade PUBLIC RENT A CAR -a prema važećem cenovniku, a najviše 30 dana. U slučaju totalne havarije korisnik je dužan da PUBLIC RENT A CAR -u nadoknadi izgubljenu dobit od dana havarije do dana zamene havariisanog vozila novim.

Član 7.

U slučaju saobraćajnog udesa, havarije, krađe vozila ili delova ili pogonske neispravnosti vozila korisnik je dužan da ne napušta vozilo dok ga nije obezbedio za preuzimanje od strane PUBLIC RENT A CAR -a, da sačeka organe MUP-a i obezbedi njihov zapisnik, i da pravilno popuni "Evropski izveštaj o saobraćajnoj nezgodi", sem u slučaju pogonske neispravnosti vozila i podnese pismenu izjavu najbližjoj postovnici PUBLIC RENT A CAR -a. Ukoliko korisnik propusti neke od navedenih radnji i time pričinii štetu PUBLIC RENT A CAR -u, dužan je da priloženu štetu nadoknadi u punom iznosu.

Član 8.

Korisnik svojim potpisom potvrđuje da je upoznat da cena najma uključuje osiguranje vozača i lica, obavezno osiguranje, ako je kupljeno osiguranje od krađe i osiguranje od štete sa odgovarajućim učešćem u krađi/štetu, kako stoji u Ugovoru o najmu/informacijama o najmu. Osiguranje ne pokriva sledeće: štete nastale u unutrašnjosti vozila, štete nastale na sašji vozila sa donje strane, oštećenje guma i točkova, slomljen i/ili izgubljen ključ, štete nastale tankanjem pogrešne vrste goriva; štete nastale svesno ili nepažnjom korisnika. Sva nabrojana oštećenja biće naplaćena u punom iznosu od korisnika najkasnije u momentu vraćanja vozila.

Član 9.

PUBLIC RENT A CAR ne odgovara za štetu priloženu trećim licima nastalu nepropisnom vožnjom korisnika vozila, za štetu nastalu gubitkom ili oštećenjem prijava i robe koja se nalazila u ili na vozilu.

Član 10.

Korisnik je dužan da vozilo vrati u ugovorenom roku na ugovorenom mestu. U slučaju potrebe za produženjem najma potpisao se novi ugovor pošto korisnik izmiri sve obaveze po prethodno zaključenom ugovoru.

Član 11.

U slučaju spora po ovom ugovoru strane ugovornice će pokušati da spor reše vansudskim sporazumom, u suprotnom priznaju nadležnost suda u Beogradu.

Član 12.

Za sve što nije predviđeno ovim ugovorom primenjuje se Zakon o obligacionim odnosima Republike Srbije

Član 13.

Uputstvo o postupanju korisnika za slučaj saobraćajne nezgode predstavlja sastavni deo ovog ugovora i korisnik svojim potpisom potvrđuje da je upoznat sa sadržajem istog. Ovaj ugovor je sačinjen u 3 sistovetna primerka, 2 za PUBLIC RENT A CAR i 1 za korisnika.

Uputstvo za postupanje korisnika u slučaju saobraćajne nezgode

POLICIJSKI ZAPISNICI SU OBAVEZNI ZA SVE VRSTE OSIGURANJAI
U koliko korisnik vozila ne obezbedi prisustvo policije odnosno policijski zapisnik i pravilno popunjen "Evropski izveštaj o saobraćajnoj nezgodi" pun iznos štete i/ili krađe biće naplaćen od korisnika, bez obzira na vrstu kupljenog osiguranja. Policijski zapisnik je neophodno sačinii i pravilno popuniti "Evropski izveštaj o saobraćajnoj nezgodi" čak i u slučajevima kada klient nije bio prisutan prilikom oštećenja vozila (npr. vozilo je oštećenoa parkingu od strane NN osobe) POSTUPCI u slučaju nesreće, štete i krađe vozila. Klient je obavezan da postupi na sledeći način:
ODMAH da obavesti policiju PUBLIC RENT A CAR o događaju i da postupi po njihovim instrukcijama.
Korisnik ne sme upravljati vozilom pod uticajem alkohola, lekova i droga, bez položenog vozačkog ispita za tu kategoriju vozila i bez zelenog kartona za slučaj upravljanja vozilom u inostranstvu.
U ovim slučajevima, osiguranje NE VAŽI i klientu se naplaćuje pun iznos štete/krađe.
Korisnik ne sme iznajmljeno vozilo davati na korišćenje neovlašćenim licima tj. licima koja nisu upisana u ugovor o najmu. U ovim slučajevima, osiguranje NE VAŽI korisniku i od istog se naplaćuje pun iznos štete.

CAR RENTAL CONTRACT TERMS AND CONDITIONS

Concluded by and between IMPERIAL RESIDENCE DOO further referred to as PUBLIC RENT A CAR and car user (further referred to as User)

Article 1.

PUBLIC RENT A CAR rents to User a vehicle under the Terms and Conditions set forth by this Contract, the applicable price list, our Rental information and the instructions for User in case of traffic accident and other regulations.

Article 2.

By signing this Contract User agrees to the Contract and price list and is obliged to the following:
a) that he/she took over the rented vehicle in accordance with the Road Traffic Safety Law,
b) that he/she received vehicle documents, keys to the vehicle, all obligatory equipment and accessories as well as additional equipment and accessories listed in the contract along with the vehicle
c) that he/she shall return the rented vehicle after the expiry of rental period to the location and within the term defined in this Contract, or before the expiry of rental period, immediately on PUBLIC RENT A CAR's request,
d) that he/she shall cease driving immediately in case there is a malfunction of mileage recorder and inform PUBLIC RENT A CAR without delay,
e) that he/she will not use the rented vehicle for illegal purposes (perpetrating criminal deeds, offence against customs and exchange regulations as well as other forbidden acts), driver training, renting to third persons, freight or haul of other vehicles or trailers, participating in auto-sports events, under the influence of alcohol, drugs or other narcotics. In case User acts as contrary to this point he/she shall be obliged to indemnify PUBLIC RENT A CAR without delay for the incurred damage in full amount,
f) that he/she shall use the vehicle for their own purposes only and the vehicle shall be driven by User or a person fulfilling terms of the Contract. Material liability of these persons is joint,
g) that he/she shall not overload the vehicle with persons and objects nor cross state borders without previously obtained international motor insurance card from PUBLIC RENT A CAR. In case User crosses state border without previously obtaining international motor insurance card he/she shall be obliged to bear all material liability towards PUBLIC RENT A CAR and competent authorities of the state he happens to be in with the rented vehicle for the subject offence,
h) that he/she must not perform any replacement of parts, assemblies, devices, equipment or to change in any way the outside appearance of the vehicle without written consent of PUBLIC RENT A CAR. User is obliged to reimburse PUBLIC RENT A CAR for replaced or missing parts to the extent of their market value latest on the day of returning the vehicle,
i) that he/she necessarily uses available device or means for securing vehicle against theft and protect the vehicle,
j) that he/she shall at any time enable control of vehicle and documentation by a person authorized by PUBLIC RENT A CAR k) that he/she shall use the vehicle with due care.

Article 3.

User is obliged to meet basic conditions for vehicle rental that at: possession of a valid driving license, obligatory identification by presenting identity card or passport, proof of capacity of User within legal entity (employment contract, authorization, company seal etc.), obligatory payment card as means of security and payment, advance payment of calculated rental days. Minimum length of rental is one day (24 hours), whereby delay of up to 60 minutes in returning the vehicle shall be tolerated after which another rental day shall be automatically calculated in accordance with valid price list. Maximum length of rental is 11 months, however PUBLIC RENT A CAR reserves the right to decide on the length of vehicle rental by User.

Article 4.

When concluding the Contract User is obliged to make a down payment of defined amount and deposit all documents stated in Article 3 of this Contract.

Article 5.

User accepts to pay to PUBLIC RENT A CAR:
a) vehicle rental and other services according to valid price list
For the amount of paid downpayment rental price is guaranteed to the extent of downpayment amount.
b) costs for fuel, puncture repair and fees (road tolls, bridge tolls, ferryboat fee, fines, tickets, charges and court disputes) shall be borne by User. In case those fees are previously settled by PUBLIC RENT A CAR they shall be reimbursed by User.
c) return mileage in case User returns rented vehicle to location different from the location originally agreed for returning the vehicle

Article 6.

The User shall be provided for usage a technically sound vehicle. For all potential technical defects that occur during the rental period the User shall be fully liable. If during vehicle usage there occurs the following defect of: engine, drive mechanism, gearshift, clutch, crankcase or other characteristic part (in case of lack of oil for engine, differential, gearshift, cooling fluid, engine overheat etc.) contractual parties shall mutually, in an official service remove defects and determine the amount of the incurred material damage. In case the defect was incurred due to negligence of User, User shall be obliged to reimburse PUBLIC RENT A CAR for the inflicted material damage to the vehicle in full amount and lost profit due to non-usage of the vehicle in the amount of minimum profit of PUBLIC RENT A CAR in accordance with valid price list, for 30 days at the most. In case of total damage User is obliged to indemnify PUBLIC RENT A CAR for the full loss of profit from the day when total damage occurred till the day of replacement of damaged vehicle by a new one.

Article 7.

In case of traffic accident, damage, theft of vehicle or parts or defect of vehicle driver, User is obliged not to leave the vehicle before he/she ensures handover of vehicle to PUBLIC RENT A CAR, waited for the police to come and make a record, and completes correctly and fully the "European report for traffic accidents", except in case of defect of vehicle driver and submitted written statement to the nearest office of PUBLIC RENT A CAR. In case User fails to perform any of the above mentioned actions and by that inflicts damage to PUBLIC RENT A CAR he/she is obliged to reimburse for the inflicted damage in full amount.

Article 8.

By putting his/her signature the User confirms he/she is acquainted with the fact that rental price includes insurance for the driver and all persons, obligatory third party insurance and, if purchased insurance against theft and Fully Comprehensive Car Insurance Cover ("CASCO insurance") with the applicable Non Waiver Responsibility ("NWR") as described within the Rental Agreement and Rental Information. Insurances does not cover damage that occurs: inside the vehicle; to the underside, tyres or wheels of the vehicle; for broken or lost key; damage caused by filling up inadequate type of fuel; and/or damage caused on purpose or by negligence. All the above mentioned damages shall be charged in full amount to the User at the latest at the time of returning the vehicle.

Article 9.

PUBLIC RENT A CAR shall not be liable for damage inflicted to third parties caused by improper driving of vehicle User, for damage inflicted by loss or damage of luggage or goods located in or on the vehicle.

Article 10.

User shall be obliged to return the vehicle within the agreed period to the agreed location. In case of a necessity for extension of rental period there shall be signed a new contract after User settles all outstanding liabilities as per previously concluded contract.

Article 11.

In case of dispute arising out of this Contract, contractual parties shall try to settle the dispute by an extrajudicial agreement or otherwise acknowledge the jurisdiction of court in Belgrade.

Article 12.

All other issues that are not envisaged by this Contract shall be regulated in accordance with Contract Law of the Republic of Serbia.

Article 13.

Instruction for user in case of traffic accident forms an integral part to this Contract and by signing this Contract User confirms to be acquainted with its content. This Contract is made in 3 (three) identical copies, 2 (two) for PUBLIC RENT A CAR and 1 (one) for User.

Instructions for User in case of traffic accident

POLICE RECORDS OBLIGATORY FOR ALL KINDS OF INSURANCE!
In case vehicle User does not ensure police presence or police record and complete correctly and fully the "European report for traffic accidents" the full amount for the damage and/or theft shall be charged to User irrespective of the type of purchased insurance.
It is necessary to make a police record and complete correctly and fully the "European report for traffic accidents" even in case when User was not present at the moment the car damage was inflicted (eg. vehicle was damaged on the parking lot by an unknown perpetrator)
ACTIONS in case of traffic accident, damage and theft the User is obliged to act in the following manner:
IMMEDIATELY inform the police and PUBLIC RENT A CAR about the event and act according to their instructions.
User shall not be allowed to operate the vehicle under the influence of alcohol, medications and drugs, without a passed driving test for that category of vehicle, or without international motor insurance card in case of operating vehicle abroad.
In these cases, insurance IS NOT VALID and client is charged with full amount of damage/theft.
User shall not be allowed to give the rented vehicle for usage to unauthorized persons i.e. persons that are not listed in the Contract on car rental. In these cases insurance IS NOT VALID for User and he/she shall be charged with full amount of damage.