

## CAR LEASE AGREEMENT

Riga

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the Lessee, acting according to its free will, /name, surname of the physical entity/ on one hand, and LLC "NOTE" Reg. No 40003331823, legal address Penkules 37 Marupes novads, LV-2167, Latvija, hereinafter referred to as the Lessor, as represented according to the Articles of Association by its Board Member Uldis Zaumanis, on the other hand, have entered into the following Agreement:

### 1. SUBJECT-MATTER OF THE AGREEMENT

1.1. The Lessor shall transfer, but the Lessee shall accept for the payable use the car FIAT (according to Annexes No 1,2,3,4 of this Agreement, which constitute integral parts hereof)

1.2.

MARK AND MODEL OF THE CAR

\_\_\_\_\_

REGISTRATION NUMBER

\_\_\_\_\_

YEAR OF OUTPUT

\_\_\_\_\_

CARRIAGE NUMBER

\_\_\_\_\_

SUPERSTRUCTURE COLOUR

\_\_\_\_\_

FUEL TO BE USED

\_\_\_\_\_

Hereinafter referred to as – the Car.

1.3. Property rights to the Car shall remain to the Lessor within all the term of this Agreement.

1.4. The Lessor warrants that the Car is not being on a searching because of a theft, as well as it is not encumbered with any other obligations not known to the Lessee.

### 2. TRANSFER-ACCEPTANCE OF THE CAR

2.1. The Lessor shall transfer the Car to the Lessee at the moment of signing this Agreement at Penkules 37 Marupes novads, LV-2167.

2.2. The Lessee shall transfer the Car back to the Lessor at Penkules 37 Marupes novads, LV-2167, at the end of the term of this Agreement or according to the Clause 3.6 of this Agreement in case if any of the parties break this Agreement before the expiry of the term of the Agreement.

2.3. The transfer and acceptance of the Car shall be performed by corresponding transfer and acceptance acts, signed by both parties and constituting integral parts of this Agreement.

### 3. RIGHTS AND OBLIGATION OF THE PARTIES

3.1. According to the provision hereof, the Lessor undertakes to transfer the Car to the Lessee without defects, fully equipped and in a verified technical condition.

3.2. As from the moment of signing this Agreement, the Lessee undertakes to accept the Car from the Lessor with all its equipment according to the subject matter hereof.

3.3. The Lessee undertakes to use the Car in accordance with the provisions in this Agreement, the requirements provided in the Annex No1 hereof and the purposes provided hereof, to carefully use it and keep it in a good order following the requirements of the technical exploitation and upkeep of the Car, as well as not to make any reconstruction or dismounting of the parts of the Car without a prior written acceptance of the Lessor.

3.4. The costs covered by the Lessee related to the exploitation of the Car shall include:

- Fuel;
- Technical liquids.

3.5. The Lessee shall have the obligation to pay the lease payment for using the Car at the moment of signing this Agreement, together with other necessary payments according to the provisions hereof.

3.6. At the moment of termination of this Agreement, the Lessee shall transfer the Car back to the Lessor in accordance with the provisions hereof.

3.7. If any defects or damages of the Car are discovered (superstructure, equipment) by transferring the Car back to the Lessor, the Lessee shall cover all the expenses of the Lessor related to eliminating the defects and damages.

3.8. Within the term of this Agreement, the Lessee shall not be entitled to transfer the Car to other persons, to pledge it, sell it or otherwise encumber the Car.

3.9. To act in accordance with the provisions of the insurance agreement No \_\_\_\_\_ concluded by and between the Lessor and the insurance company \_\_\_\_\_.

3.10. In case of emergency related to damages of the equipment, aggregates, engine and driving part of the Car, to immediately give a notice to the Lessor by phone Nr. +3710-7602277, Mob. +371-29320041 and to agree on repair works, damage amount estimation and payment procedure.

3.11. The Lessee shall not be entitled to:

- Rent out (sub-lease) the Car or a part of it;
- Allow to use the Car to third persons without a prior written consent of the Lessor;
- Use the Car to carry the passengers for charge;
- Use the Car to truck another vehicle;
- Use the Car out of the territory provided in the Agreement without informing the Lessor;
- Use the Car to make unlawful activities;
- Use the Car in sport competitions or trainings;
- Use the Car for test-driving.

#### **4. PAYMENTS**

4.1. The Lease payment for using the Car paid by the Lessee at the moment of signing the Agreement shall be EUR \_\_\_\_\_ for a time period from ..... 20\_\_ at ..... until ..... 20\_\_ at .....

4.2. The Lease payment can be paid either in cash or a transfer according to as provided by the parties.

4.3. The Lease payment shall be considered to be paid only at the moment when the full amount is in the payment account or the pay-box of the Lessor.

#### **5. DISPUTE RESOLVING AND RESPONSIBILITY OF PARTIES**

5.1. All disputes and arguments arisen from this Agreement or related to it, the parties shall resolve by mutual negotiations. If the parties do not manage to negotiate, the dispute shall be resolved in the court institutions of the Republic of Latvia.

5.2. The parties shall be responsible for this Agreement in accordance with the effective legislation of the Republic of Latvia.

5.3. The parties shall be responsible to each other for non-fulfillment or incomplete fulfillment of their obligations according to this Agreement and they shall cover to each other the damages related to the above, except for cases explicitly provided in this Agreement.

5.4. In case if within the term of this Agreement the Lessee uses the Car for the purposes not provided in this Agreement, and any damage, partial or full loss or theft of the Car occurs, the Lessee shall be fully responsible for recovering he damage which may arise to the Lessor in this regard.

5.5. The amount of the losses related to damaging the Car shall be calculated according to the invoices for the purchased details and repaired works, made by the Lessor.

**6. EFFECTIVENESS PERIOD, CHANGES, AMENDMENTS AND SUPPLEMENTS OF THE AGREEMENT**

6.1. This Agreement becomes effective at the moment when signed by both parties and shall remain effective until ..... 20\_\_\_\_.

6.2. This Agreement may be amended or supplemented only upon a written agreement of both parties as an annex to this Agreement constituting an integral part hereof.

**7. MISCELLANEOUS**

8.1. This Agreement shall include the entire agreement of the parties, they have read it and they accept all the provisions hereof approving it with their signatures.

8.2. This Agreement is made in two counterparts. Each party has one counterpart. Both counterparts shall have equal legal force.

8.3. In case if any provision hereof becomes legally invalid, it shall not influence the effectiveness of the other provisions hereof.

8.4. As regards any and all issues not provided in this Agreement, the parties shall act in accordance with the effective legislation of the Republic of Latvia.

**REQUISITES OF THE PARTIES**

THE LESSOR

THE LESSEE

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURES OF THE PARTIES**

THE LESSOR

THE LESSEE

\_\_\_\_\_

\_\_\_\_\_

## **TERMS AND CONDITIONS OF THE CAR LEASE**

**Minimum term of the lease** is twenty-four hours (24h); in case if the Car is transferred later, then after the end of the lease term a payment shall be calculated for another full lease day.

The lease payment shall be calculated per days; the day of receipt of the Car shall be indicated in the Car lease agreement.

**Requirements for the Car driver**, In order to receive the Car, the Lessee shall present the passport and the driving license of a valid term and submit copies of the passport and the driving license, which shall be attached to the original Car lease agreement.

**The Car** shall be transferred to the Lessee in a good technical order, with a stereo system, clean interior, all the accessories indicated in the transfer/acceptance act of the Car lease agreement and a full fuel reservoir.

### **The price shall include:**

VAT, unlimited mileage, superstructure cleaning, the mandatory civil insurance, CASCO.

### **Responsibility of the Lessee:**

In case if during the lease period any damages occur to the Car or any theft of its details occurs, the maximum self-risk of the Lessee shall be 600.00 EUR.

The Lessee shall be fully responsible for any and all defects/damages to the interior, equipment or accessories of the Car, as well as for the wheel damage.

The Lessee shall be fully responsible for any and all breaches of the driving provisions and parking penalties occurred during the lease period of the Car. The Lessee undertakes to pay the above charges within five days of the moment of stating the above breaches; otherwise the lessee shall pay a contractual penalty in amount of 2% of the penalty amount.

In case of car accidents when a person not registered in the Agreement has driven the Car, the Lessee shall be fully responsible for the Car.

**Fuel** – the Car shall be transferred for lease with a full fuel reservoir. By transferring back the Car, the fuel must be fully filled. In case if the Car is transferred back with a smaller amount of the fuel, an additional fee for the missing fuel shall be charged in amount of 2.00 EUR per one litre.

**Payments** shall be made by internationally recognized credit cards (EIROCARDMASTERCARD, VISA), payment cards (MAESTRO, VISA Electron etc), and bank transfer to the account of the Lessor or cash.

### **Reservation/Payment**

The reservation of the Car shall be approved within 3 days of submitting personal documents of the Lessee. The reservation shall be considered as made only when the Lessor has approved it in writing and the Lessee has paid the reservation fee in amount of 300.00 EUR. (The reservation fee shall be included in the lease payment). When the reservation is approved, the Lessee shall be given an invoice for the rest of the lease payment. The invoice shall be paid 7 days before the beginning of the lease.

Reservations, which are made less than 10 days before the beginning of the lease, shall be approved only after receiving full lease payment amount. The Car shall not be transferred to the Lessee in case if the lease payment and the security deposit are not fully paid.

**Payment for cancellation of the reservation:**

30 days prior to the beginning of the lease: 150.00 EUR;

Less than 30 days prior to the beginning of lease: 300.00 EUR;

Payment for cancellation of the reservation shall be collected from the reservation payment, which was paid at the moment of reservation of the Car.

**Security deposit:**

Security deposit in amount of 600.00 EUR shall be paid within 7 working days before receiving the Car, which shall be paid back within 3 working days after transferring back the Car.

If the Car is not transferred back to the Lessor at the place and time provided in the Agreement, as well as in the same condition as it was leased, with an empty and clean toilet reservoir, clean interior including all the accessories and white goods, as described in the Transfer/Acceptance Act of the Car, and with a fully filled fuel, the Lessor shall calculate additional payments according to these terms and conditions, which shall be collected from the security deposit amount.

**Acceptance/Transfer:**

The acceptance/transfer of the Car shall take place only at Penkules 37 Marupes novads, LV-2167, during working days from 09.00 to 17.00 and on Saturdays from 09.00 to 15.00. Other time than the mentioned shall be subject to prior agreement and additional payment.

It is necessary to schedule 1 hour for the acceptance of the Car, forming the documentation and demonstration of the Car. The same amount of time is to be scheduled for back transfer of the Car.

The Car shall be transferred back on the day when it is provided in the Car lease agreement, at the same condition as it was leased, with an empty water reservoir, an empty and clean toilet reservoir, clean interior including all the accessories and equipment indicated in the Transfer/acceptance act of the Car lease agreement, as well as with a full fuel reservoir.

In case if at the moment of transferring back the Car, the Lessor states any damages of the Car, then the Lessee shall not be given back the security deposit until the moment when the damage is eliminated and the costs of such elimination are known.

**Additional payments:**

- Interior cleaning: 20.00 EUR - 70.00 EUR;
- Toilet and toilet reservoir cleaning: 50.00 EUR;

**Additional equipment/available accessories:**

- Gasbag: LVL 25.00 EUR per bag;
- Bed accessories (blanket, pillow, bedclothes): 40.00 EUR for lease per set;
- Septic chemical liquid, 400 ml. LVL 10.00 EUR;
- Grill: 10.00 EUR for lease;
- Camping table/chairs: 35.00 EUR for lease per set;
- Children seat: 20.00 EUR for lease
- Bicycle holder (for three bicycles) is offered for free

**Terms and conditions of use:**

The Lessee shall be responsible for using the appropriate fuel when filling the Car, as well as for the control of the oil level, the level of all the technical liquids at each Car filling time. In case of any mechanical damages, the Lessee shall immediately inform the Lessor. More detailed information about repayment of costs for preventing mechanical damages during the lease period shall be provided at the moment of leasing the Car. The Lessee shall be responsible for mechanical damages if they have arisen because of not meeting the usage requirements or as a result of negligence.

-Costs of the repair works as a result of dysfunction of radio, fridge, electro-equipment, heating and gas-stove shall not be reimbursed, unless there is a special agreement on same.

-It is prohibited to smoke in the leased cars. Penalty fee for smoking in the car: 200.00 EUR;

-It is prohibited to keep animals in the car; penalty fee: 100.00 EUR;

In case any of the above mentioned actions occur, an act shall be prepared, signed by both parties and witnesses.

**Prolongation of the lease term:**

The Lessee shall be entitled to prolong the lease term only after having a prior written agreement with the Lessor on same (the request for prolongation must be sent by fax and a respective written approval must be received). If the lease term is prolonged after the lease termination provided in the Car lease agreement, the payment for additional days shall increase for 100% from the valid lease charges, unless otherwise agreed between the Lessee and the Lessor on the lease period prolongation and payment for additional days. There may be exceptional situations when it is impossible to prolong the lease period.

**Other provisions:**

-As regards the cases not provided in the Agreement, the parties can agree separately;

-In cases when the insurance company makes a decision to refuse to pay the insurance, all the costs shall be covered by the Lessee;

-If the car accident occurs as a result of the fault of the Lessee, the transportation costs from the car accident place to the address at Penkules 37 Marupes novads, LV-2167, shall be paid by the Lessee;

**Territorial restrictions:**

By receiving a respective power of attorney from the Lessor, driving is allowed without restrictions within the territory of the European Union. Without a written power of attorney of LLC "NOTE", going out of the territory of the European Union is prohibited and the car insurance of European Union shall be invalid.