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## Vehical Rental Agreement № \_\_\_\_\_

Bishkek city

" \_\_\_\_\_ " \_\_\_\_\_ **2021г.**

LLC «Yaros Group», hereinafter referred to as the "Lessor", represented by the director Yaroslavtsev Alexander Vasilyevich acting on the basis of the Charter, on the one hand and \_\_\_\_\_ hereinafter referred to as the "Lessee", passport: \_\_\_\_\_, issued by: \_\_\_\_\_, dated \_\_\_\_\_, on the other hand, collectively referred to as the "Parties", and individually the "Party", entered into a lease agreement for a vehicle WITHOUT CREW (hereinafter—"Agreement") about the following:

### 1. Subject of the agreement

1.1. According to this agreement the Lessor provides the Lessee with a car of the \_\_\_\_\_ brand, license plate number \_\_\_\_\_, year of manufacture \_\_\_\_\_, technical passport of the vehicle number \_\_\_\_\_, hereinafter referred to as the "Vehicle", for temporary possession and use without the provision of management and technical operation services, for a certain fee specified in this agreement.

1.2. The vehicle is provided

from	hours,	minutes,	«	»	2021,
to	hours,	minutes,	«	»	2021,

The rent is: \_\_\_\_\_ per day.

1.3. The provided Vehicle is not subject to its alienation to third parties in any form (sublease, purchase and sale), without the will and written consent of the Lessor.

1.4. The "Vehicle" will be used by the Lessee for: \_\_\_\_\_

### Rights and obligations of the parties

#### 2.1. The Lessor undertakes:

2.1.2 Provide the vehicle in a technically sound condition.

#### 2.2. The Lessee undertakes:

2.2.1. Return the Vehicle to the Lessor in good condition, taking into account normal wear and tear in accordance with the terms of the agreement.

2.2.2. Pay rent in the amount, procedure and terms established by this agreement.

2.2.3. Ensure the safety of the Vehicle from the moment of transfer to the Lessee and until the return to the Lessor.

2.2.4. Use the Vehicle in accordance with the terms of the "Agreement" and in accordance with the purpose of the Vehicle, as well as not use it for criminal purposes.

2.2.5 To bear the costs arising in connection with the commercial operation of the car, including the cost of paying for fuel and other costs associated with the operation of the car.

2.2.6. Immediately notify the Lessor of any damage to the Vehicle, accident or other event that caused or threatens to cause damage to the Vehicle, and take all possible measures in a timely manner to prevent, prevent and eliminate the consequences of such situations.

**2.2.7.** Do not sublet the rented car and at any time provide the Lessor and his representatives with unimpeded access to the Vehicle for inspection and verification of compliance with the terms of the "Agreement".

**2.2.8.** In case of early termination of the "Agreement" on the grounds specified in the "Agreement", immediately return the Vehicle to the Lessor in good condition and pay a commission of 40% of the amount of the remaining days in the agreement.

**2.2.9.** Maintain the proper condition of the Vehicle, and in case of a breakdown of the vehicle, return the car to the Lessor, only by a tow truck.

### **2.3. The Lessee has the right:**

**2.3.1.** Without the consent of the Lessor, within the framework of the commercial operation of the Vehicle, on his own behalf, conclude contracts of carriage and other agreements with third parties that do not contradict the purposes of using the Vehicle specified in the "Agreement" and do not infringe on the interests and legal rights of the Lessor.

### **2.4. The Lessor has the right:**

**2.4.1.** Give the Lessee written and oral instructions, binding on the Lessee, on the issues of the Lessee taking measures to prevent and eliminate situations arising from the Lessee's improper use of the Vehicle, which endangers the safety of the Vehicle.

## **The procedure for transferring the Vehicle**

**3.1.** The transfer of the Vehicle by the Lessor to the Lessee is drawn up by a bilateral Acceptance-Transfer Act (act of transfer) signed by the "Parties" or authorized representatives of the "Parties". Specified in this "Agreement", which is an integral part of the "Agreement" (Appendix #1).

**3.2.** The transfer of the Vehicle by the Lessor to the Lessee is drawn up by a bilateral Acceptance-Transfer Act (act of transfer) signed by the "Parties" or authorized representatives of the "Parties". Specified in this "Agreement", which is an integral part of the "Agreement" (Appendix #2), while the Vehicle will not be considered returned to the Lessor, if this Act is not drawn up and signed by the both parties.

**3.4.** The risk of accidental loss (damage, deterioration) of the Vehicle is borne by the Lessee from the moment the Vehicle is leased and until its return to the Lessor.

## **4. Payment terms**

**4.1.** The Lessee is obliged to pay the rent for the use of the Vehicle in the amount, in the manner and within the terms established by the "Agreement".

**4.2.** The rent is always paid in advance, in accordance with clause 1.2 of the actual agreement.

**4.3.** By written agreement, as well as subject to the provision of supporting documentation, the costs incurred by the Lessee with the consent of the Lessor for current and major repairs may be offset against the rent.

## **5. Responsibility of the parties**

**5.1.** The Parties are responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the Agreement and the legislation of the Kyrgyz Republic.

**5.2.** In case of untimely return of the Vehicle by the Lessee, the Lessee undertakes to pay the Lessor the rent as for the actual use of the Vehicle in double the amount.

**5.3.** In case of loss or damage to the Vehicle by the Lessee and/or third parties, the Lessee is obliged to compensate the Lessor for the damage in full and pay the rent for the entire period of the Vehicle's repair.

**5.4.** Responsibility for harm caused to third parties by the rented Vehicle, its mechanisms, devices and equipment is borne by the Lessee.

**5.5.** In the event that the Lessee has subleased the Vehicle, or transferred his rights and obligations under the "Agreement" to another person, or provided the Vehicle for free use, or pledged the lease rights, or contributed them as a contribution to the authorized capital business partnerships and companies or a share contribution to a production cooperative, or has alienated the Vehicle in any other way without the prior written consent of the Lessor, the Lessee is liable in the amount of the cost of the Vehicle, as well as (additionally) in the amount of the cost of the rent that should have been paid by the Lessee, but was not paid by him during the entire lease term of the Vehicle.

## 6. Grounds and procedure for termination of the contract

**6.1.** The "Agreement" may be terminated ahead of schedule by agreement of the "Parties", as well as unilaterally at the written request of one of the "Parties" on the grounds provided by law and this Agreement.

**6.2.** The Lessor has the right to unilaterally terminate the Agreement ahead of schedule and demand compensation for losses in cases where the Lessee:

- Uses the Vehicle not in accordance with its intended purpose
- Significantly worsens the condition of the Vehicle
- Does not pay rent on time and in full

**6.3.** The Lessee has the right to terminate the Agreement early unilaterally in accordance with this Agreement and the legislation of the Kyrgyz Republic.

**6.4.** The Lessee who terminated the contract ahead of schedule through no fault of the Lessor pays a penalty in the amount of 40% (forty percent) of the remaining rental amount.

## 7. Resolution of disputes

**7.1.** All disputes related to this Agreement are resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it shall be resolved in court according to the established jurisdiction and jurisdiction of such a dispute, determined by the relevant current legislation of the Kyrgyz Republic.

## 8. Other conditions

**8.1.** The Agreement is made in two copies of equal legal force.

**8.2.** The Agreement comes into force from the moment it is signed by the Parties and is valid until the Parties fully fulfill their obligations under this Agreement.

## 9. The Lessee is familiar with and unconditionally agrees with the following points

**9.1.** Departure or attempt to leave the Kyrgyz Republic is prohibited, a deposit (**300\$**) is withheld.

**9.2.** The car returns clean with a full tank (otherwise pays for washing – 300 soms, 4000 soms for an empty tank, dry cleaning – 2500 soms)

**9.3.** Gas/92/95 gasoline only can be poured into the car's tank.

**9.4.** This car is insured / not insured – insured (in case of moving the car from the accident site, the insurance is not paid).

**9.5.** The cost of the car is \_\_\_\_\_

**9.6.** The daily limit is 300 km, in case of exceeding the limit 5 soms is added per 1 km.

**9.7.** In case of complete or partial damage to the rented car, the renter is obliged to fully reimburse the renter for the repair, as well as pay the rent for the period of car repair.

## 9. Addresses and details

LLC «Yaros Group»

ITN 01011200510144

Tel1: (+996 558) - 38 83 21

Tel2: (+966 550) - 10 87 39

Tel3: (+996 550) - 63 44 22

Address: Kyrgyzstan, Alamudun village, Chernyshevsky st. 65

SIGNATURE \_\_\_\_\_

Tel1:

Tel2:

Address:

SIGNATURE \_\_\_\_\_

«\_\_\_\_\_» \_\_\_\_\_ 2021г.

**Appendix #1****To the car rental agreement – temporary use (without a crew)****ACT of transfer and acceptance of a vehicle, excluding depreciation wear**

LLC "Yaros Group", hereinafter referred to as the "Lessor", represented by the director Yaroslavtsev Alexander Vasilyevich acting on the basis of the Charter, on the one hand and

\_\_\_\_\_  
No. \_\_\_\_\_ Passport

hereinafter referred to as the "Lessee" acting of his own free will, on the other hand, have drawn up this Act stating that today, " " \_\_\_\_\_ 2021, the Lessor handed over and the Lessee accepted a passenger car of the brand \_\_\_\_\_, manufactured in \_\_\_\_\_, registration number \_\_\_\_\_, body \_\_\_\_\_, engine \_\_\_\_\_, color - \_\_\_\_\_.

The car is transferred in good condition (technically operational) and without damage, the registration and identification numbers of the car are verified and match, and also correspond to those specified in the documents and the Vehicle Lease Agreement - temporary use without a crew from " " \_\_\_\_\_ 2021, the completeness of the car has been checked and corresponds to the factory one.

Both parties have no other claims, including property and others, to the transferred vehicle.

I approve:

Lessor: Yaroslavtsev Alexander Vasilievich

Signature \_\_\_\_\_

I approve:

Lessee: \_\_\_\_\_

Signature \_\_\_\_\_