
MOTOR VEHICLE LEASE AGREEMENT

Between

LIM MOTOR PTE LTD

And

LE THI DUNG (G5246086M)

THIS CONTRACT is made and with effect from 27th day of August 2018.

BETWEEN

LIM MOTOR PTE LTD (UEN : 201709392R) ("Lessor"), a corporation organised and existing under the laws of Singapore, with its office located at 160 Sin Ming Drive, #05-20 Sin Ming Auto City, Singapore 575722.

AND

LE THI DUNG (G5246086M) ("Lessee"), an individual existing under the laws of Singapore, with his/her home address located at Blk 748 Jurong West Street 73, #03-129, Singapore 640748.

WHEREAS, this Contract contains the Lessor's terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. VEHICLE

The Lessor hereby handover to the Lessee and the Lessee hereby takes over from the Lessor, the following motor vehicle ("Vehicle"):

VEHICLE NO	:	SGU1377M
MAKE & MODEL	:	TOYOTA WISH 1.8X LIMITED A
ENGINE NO	:	1ZZ2815351
CHASSIS NO	:	ZNE100349762

2. TERM

The term of this Contract commences on 27th August 2018 and is valid until 3rd September 2018.

Any early termination of this contract arising from the Lessee, the Lessee has to inform the Lessor two (2) weeks in advance otherwise the initial deposit would be forfeited.

3. JOB FULFILMENT

The Lessee shall commit at least or equivalent to **SGD200/-** per day for the stated month of the year.

4. INITIAL DEPOSIT

The Lessee shall commit at least or equivalent SGD500/- being the initial deposit. Initial deposit is held until the end of this Contract, and will be refunded accordingly thereafter. It shall not be used for any other purposes.

5. USAGE OF VEHICLE

The vehicle can only be used by the Lessee in a careful and proper manner. The Lessee is to comply with the conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the passion, use or maintenance of the Vehicle.

6. REPAIRS

The Lessee is to keep the Vehicle in good repair, condition and working order, furnish any and or all parts, mechanisms and devices required to keep the Vehicle in good mechanical working order. Payment for wear and tear will be liable by the Lessor.

7. INSURANCE

- a. The Lessee is responsible for the full amount of the excess not exceeding SGD2,000/- for own damage and SGD2000/- for third party claims upon reporting of an accident.
- b. The Lessee is the only individual to be covered under motor insurance.
- c. It is by law that for each and every accident, if there is bodily injury, or an accident involving a government vehicle, a foreign vehicle or damage to government, the Lessee must report to Singapore Traffic Police within 24 hours and the original copy of the accident report must be submitted to the Lessor as soon as possible.
- d. In the event of an accident, the Lessee shall:
 - Notify the Lessor immediately;
 - Obtain photographs, vehicle registration numbers, names, identification numbers and addresses of the parties and witnesses (if any) involved;
 - Not admit any fault and liability; and
 - Not abandon the Vehicle without adequate provision for safeguarding and securing the same.

8. LOSS AND DAMAGE

- a. The Lessee hereby assumes and is to bear the entire risk of loss, theft, destruction and damage to the Vehicle from any and every cause whatsoever, whether or not covered by insurance, except for natural disaster involved. No loss or damage to the Vehicle or any part thereof shall impair any obligation of the Lessee under this Contract which shall continue in full force and effect throughout the term of this Contract.
- b. In the event of loss or damage of any kind to the Vehicle, the Lessee shall, at the Lessor's option:
 - Place the Vehicle to good repair, condition and working order; or
 - Compensate the Lessor the replacement cost of the Vehicle
- c. In the event where the Vehicle is no longer in workable condition, the Lessor reserves the rights to replace another vehicle, not subjecting to the same make and model, to the Lessee at our discretion.

9. SURRENDER

Upon the expiration or early termination of this Contract, the Lessee is to inform the Lessor two (2) weeks in advance and return the Vehicle to the Lessor in good condition and working order, except ordinary wear and tear resulted from proper use, by delivering the Vehicle at the Lessee's cost and expense to the location specified by the Lessor within Singapore.

10. FILING

The Lessee agrees to execute any instrument necessary to the filling and recording of this Contract and the Vehicle. The Lessee appoints the Lessor's lawful attorney to prepare, execute and sign any and all security agreements, financing statements, or otherwise, in order to effectuate a lien on the property subject to this Contract, and to sign the name of the Sub-Contract with the same force and effect as if signed by the Lessee, and to file such instrument(s) at the required location(s).

11. LOCATION AND MAINTENANCE

At the Lessee's sole risk, the Lessee shall use or permit the use of the vehicle solely at the location specified in this Contract, or if none is specified, at the Lessee's billing address set forth and such, the Vehicle shall not be moved without the Lessor's written consent. The Lessee, at its own cost and expense, shall maintain the vehicle in good repair, condition and working order. The Lessee shall neither use the vehicle unlawfully nor alter the Vehicle. The Lessor shall not be liable for loss of profit or other consequential damages resulting from theft, destruction, or disrepair of the Vehicle and there shall be no abatement of Contract payments on account of any such theft, destruction or disrepair.

12. TITLE AND PERSONAL PROPERTY

The Vehicle is, and shall at all times remain, property of the Lessor, and the Lessee shall have no right, title, or interest except as expressly set forth in this Contract. The Vehicle is and shall at all times be and remain personal property although the Vehicle or any part of it may now be or hereafter become in any manner affixed or attached to real property or any improvements. All additions or improvements to the Vehicle of any kind or nature made by the Lessee shall become component parts of the Vehicle and title shall immediately vest in the Lessor and be governed by the terms of this Contract.

13. INDEMNITY

The Lessee shall indemnify the Lessor against, and hold the Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees and costs arising out of, connected with, or resulting from the Lessee's use of the Vehicle, including without limitation of the manufacture, selection, delivery, possession, use, operation, or return of the Vehicle.

14. DEFAULT

In the event the Lessee fails to fulfil payment within ten (10) days after the sum is due and payable and/or the Lessee fails to observe, keep or perform any provision of this Contract, the Lessor reserves the rights to exercise any one or more of the following remedies:

- To declare the entire amount of rent hereunder immediately due and payable without notice or demand to the Lessee.
- To begin legal proceedings to recover all rents, and other payments, then accrued or thereafter accruing.
- To take possession of the Vehicle, without notice or demand, wherever the same may be located, without any court order or other proceeding of law.
- To terminate this Contract
- To pursue any other remedy by operation of law and/or in equality

Notwithstanding any repossession or any other action which the Lessor may take, the Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Contract. All of the Lessor's remedies are cumulative, and be exercised concurrently or separately.

15. BANKRUPTCY

Neither this Contract nor any interest herein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or in the event the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditors, or if a Writ of Execution is levied on the Vehicle and is not re-contracted or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Vehicle, the Lessor may exercise any one or more of the remedies set forth in Section 13 hereof, and this Contract shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of the Lessee after exercising of the said option.

16. OWNERSHIP

The Vehicle is at all times be and remains the sole and exclusive property of the Lessor, and the Lessee shall have no rights, title or interest thereto except expressly set forth in this Contract.

17. NOTICES

Service of all notices under this Contract shall be sufficient when given personally or by registered postage at the address herein set forth, or to such address as provided by the Lessee from time to time.

If to the Lessor:

LIM MOTOR PTE LTD

160 Sin Min Drive

Sin Ming Auto City

#05-20

Singapore 575722

If to the Lessee:

LE THI DUNG

BLK 748 Jurong West Street 73

#03-129

Singapore 640748



18. GOVERNING LAW

This Contract shall be construed and enforced according to the laws of Singapore.

19. HEADINGS

Heading used in this Contract are provided for convenience only and it shall not be used to construe meaning or intent.

20. TRAFFIC OFFENCE & SUMMONS

The Lessee is fully liable for all traffic offences and summons made under the vehicle during the validity of this contract.

21. ENTIRE CONTRACT

This instrument constitutes the entire contract between the Lessor and the Lessee and is irrevocable for its term and for the aggregate rentals reserved above, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. The Lessee shall provide the Lessor with such resolutions, opinions of counsel, financial statements, and other documents as the Lessor request from time to time. In the event where there is more than one Lessee is named in this Contract, the liability shall be joint and several. Time is the essence of this Contract. Any failure of the Lessor to require strict performance by the Lessee or any waiver by the Lessor of any provision of the Contract shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this Contract is deemed invalid, it shall not affect the rest of this agreement.

The Lessee applies to the Lessor for a Contract of the above-described property of commercial purposes and agrees that this Contract is not be construed as a consumer contract. If the Lessor accepts by executing the Contract below, the Lessee agrees to rent the Vehicle from the Lessor and the Lessor agrees to rent the Vehicle to the Lessee, based on all the terms and conditions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the 27th August 2018.

The Lessor

The Lessee

Authorised Signature



LIM MOTOR PTE LTD

(Company Chop)

Authorised Signature

Le Thi Dung
G 52 46086 M

Name & NRIC No.