

VEHICLE RENTAL CONTRACT

NO: SHR/PC/_____
CONTRACT IS MADE ON THE 19/12/2020

Between WONG YEUW LOONG
(Registration No. S1769848F)

Having a Correspondence address at:
BLK 917 JURONG ST 91
#05-150 (S) 640917

Hereinafter known as the "HIRER" of one part

HP 9851 8233

And **SH AUTO RENTAL AND LEASING PTE. LTD.**
(Registration No. 201438489C)

Having an address at:
8 KAKI BUKIT AVENUE 4
#02-42
PREMIER @ KAKI BUKIT
SINGAPORE (415875)

Hereinafter known as the "OWNER" of one part

Vehicle TOYOTA NOAH
Registration Number: SMJ 7621 E

Hereinafter known as the "VEHICLE" of one part

Signature: 

Name: WONG YEUW LOONG

NRIC: S1769848F

Company's Stamp: _____

1. TERMS OF RENTAL

- 1.1 The OWNER will let and the HIRER will take on hire upon the terms and conditions the VEHICLE.
- 1.2 The contract is for a fixed period of _____ commencing from this date _____.
- 1.3 For extension of lease/rental term, confirmation for the extension shall be endorsed by HIRER on the annex A subjected to the OWNER's approval and asset availability.

2. PAYMENT OF RENTAL

- 2.1 The rental rate is \$ 180 per day with gst, with interest-free security deposit of SS /- refundable upon completion of the contract period and return of vehicle in fit and proper condition.
- 2.2 The HIRER shall pay the OWNER the full rental rate and the interest-free security deposit upon the collection of the VEHICLE.
- 2.3 The HIRER shall pay the OWNER all charges relating to the rental of the VEHICLE, together with any additional amount that may be due at the end of the rental. Where the HIRER is a company, the HIRER shall be jointly and severally liable with the owners of the business/company.
- 2.4 OWNER will charge a late payment penalty of a daily increment of 5% interest on weekly principal amount in lapse until the full payment of all overdue amounts is collected or letter of demand will be issue
- 2.5 The HIRER will pay the OWNER on demand; expenses for collection or repossession, including court fees and reasonable attorney's fees, incurred by OWNER in pursuing claims against HIRER.

3. TERMINATION OF RENTAL

- 3.1 This Contract shall terminate if the HIRER is in breach of any of his or her obligations under this Contract.
- 3.2 This Contract shall terminate if the HIRER is facing or awaiting bankruptcy proceedings.
- 3.3 Should the HIRER terminate the Contract prematurely, the HIRER will be liable to pay the OWNER the balance of the unused period during the fixed term, including all rentals due and unpaid (including interest) at the date of termination. The interest-free security deposit will be forfeited. Section 2.5 will apply when applicable.
- 3.4 The OWNER reserves the right to terminate the Contract at any time for breach of Clause 5.4 or default under Clause 2. In which case, Clause 2.5 shall apply and the interest-free security deposit will be forfeited.
- 3.5 Upon termination of the Contract, the HIRER shall return the VEHICLE and all its accessories, tools and documents as stated in Section 4.

4. VEHICLE CONDITION AND RETURN

- 4.1 VEHICLE is delivered to the HIRER in good condition. The HIRER agrees to return the VEHICLE in the same working condition with no unauthorized repair (except ordinary wear and tear) to the OWNER and on the date specified (or sooner, if demanded by OWNER) with the fuel level as per commencement date of rental.
- 4.2 OWNER shall be responsible for reasonable maintenance and repair only, as per recommended by the manufacture or appointed workshop. OWNER shall also change worn or bald tyres when necessary. HIRER shall be responsible for punctured or cracked tyres due to negligence. HIRER shall also be responsible for suitable tyre pressure and similar, basic maintenance like radiator water/oil level. HIRER will inform OWNER immediately when vehicle due for servicing/maintenance.
- 4.3 HIRER shall not fix any accessories to or modify the VEHICLE in any way without prior written consent of the OWNER and prior to the expiry or termination hereof to remove any approved accessories and to reinstate the VEHICLE to its former conditions at all costs of the HIRER. HIRER shall not remove or deface any label marks or indicia affixed to the VEHICLE.
- 4.4 In the event of accidental damage to the VEHICLE or if the VEHICLE is returned in an unsatisfactory condition, all charges for repair, damage cost, servicing and/or restoration works to its original condition will be imposed to the HIRER.
- 4.5 If the VEHICLE is lost/theft due to negligence, accidental total loss or confiscated for illegal acts by government authority during the rental period and while in the possession of the HIRER/Driver, the HIRER shall pay OWNER the full cost of the

VEHICLE or the cost of obtaining a replacement vehicle as well as compensation to OWNER for the loss of use of such vehicle for the period required to obtain the replacement vehicle.

- 4.6 The "loss of use" shall be the charges of rental rate as agreed by the HIRER in this agreement. Section 2.5 will apply when applicable.

5. AUTHORIZED AND PROHIBITED USE

- 5.1 The VEHICLE can only be driven by the HIRER or by the person whom have been expressly authorized. HIRER shall also inform OWNER of any changes of Driver/s and/or authorized person without delay. Failure to do so, OWNER shall not be responsible: (a) for the incorrect furnishment of particulars for traffic offences; (b) declined coverage of motor insurance.
- 5.2 The HIRER (and authorized Driver/s) will be liable for the policy excess for all damage/s and claims incurred during the rental contractual period.
- 5.3 For Passenger vehicles, HIRER (and authorized Driver/s) must be more than 22 years of age and below 69 years of age, the first S\$2000 (Section I) & S\$1500 (Section II) will be charged for Singapore use only. HIRER has to inform OWNER should the VEHICLE require to be used in Malaysia, an additional excess of S\$2500 (Section I) & S\$2500 (Section II) will be charged for Malaysia use. Towing in Malaysia shall be at the hirer's own expense. **Take Note that our policy does not cover any driver who is below 22 years old or with less than 2 years driving experience.**
- 5.4 The VEHICLE must NOT be used;
- (a) for testing or racing or for illegal purposes whether in connection with theft, drug peddling or trafficking, smuggling of goods or any other criminal activities.
 - (b) in abusive, careless reckless or negligent manner;
 - (c) by anyone under the influence of alcohol, intoxicants, medication or drugs which will affect the ability to drive or operate the VEHICLE;
 - (d) to carry chemicals and goods that are improperly packed or contain offensive smelling or contaminated or hazardous or flammable products;
 - (e) by anyone whom OWNER has been given a false name, age, address or other information.

6. LIABILITY INSURANCE

- 6.1 The Hirer or authorized driver(s) shall report all accidents involving the said vehicle to the Owner immediately and should there be bodily injuries also to the police not later than 24 hours after the accident and will also deliver to OWNER every summon, complaint or paper of any kind received by HIRER and authorized Driver in any way relating to any accident involving the VEHICLE while rented under this Agreement.
- 6.2 The HIRER (and authorized Driver/s) will not aid or encourage the filing of any claim by any third party claimant or admit liability as a result of any accident and will cooperate fully with OWNER and its insurer in the investigation and defense of any claim or lawsuit. All repairs must be carried out by OWNER or its insurer's authorized workshop unless with prior approval by OWNER.
- 6.3 Coverage does NOT apply to:
- (a) injury to or destruction of property owned by, rented to, in charge of or transported by the HIRER;
 - (b) any liability of any nature whatsoever of a driver who is not an Authorized Driver; an accident which occurs while Vehicle is violation of Section 5;
 - (c) any Authorized Driver who has been rejected insurance coverage by any insurance company.
 - (d) Failure to comply point 5 and 6 shall result in hirer / driver bearing full responsibility of any claims or lawsuits.

7. CHANGE OF VEHICLE

- 7.1 If for any reason, the VEHICLE or any vehicle ordered by the HIRER prior to the commencement of the period of rental is not available at the time of commencement, OWNER shall have the right to replace the vehicle with an alternative vehicle of the similar type, seating capacity and performance but not necessarily with the same make and model.

- 7.2 For the purposes of servicing or repair to be carried out by OWNER, OWNER will substitute the VEHICLE with another vehicle but not necessarily with one of the same make and model. This replacement is variable at OWNER'S discretion.

8. HIRER'S COVENANT

The HIRER agrees with OWNER as follows:

- (a) To operate or cause the VEHICLE to be operated at all times during the terms hereof by qualified drivers having valid and current license;
- (b) NOT make or permit to be made any repairs or adjustments to the VEHICLE but shall promptly notify the OWNER of all cases of breakdown or damage.
- (c) To pay for all fines and penalties in respect of arising out of the use of the VEHICLE that may be imposed by any authority in relation to traffic offences.
- (d) To inform OWNER when VEHICLE is due for servicing and servicing shall only be done at OWNER appointed workshop.
- (e) To constantly check and maintain VEHICLE engine oil and radiator level and to inform OWNER immediately of any malfunction of VEHICLE.
- (e) **The Hirer shall not abandon the said vehicle without adequate provisions for safeguarding and security the same time.**
- (f) **Failure to comply with any term(s) or condition(s) of this vehicle rental contract will render the Hirer liable for all costs, third party claims or lawsuit. The Owner shall not be liable for any cost, claims or lawsuit.**

9. ACCEPTANCE OF RENTAL

IN WITNESS WHERE OF the parties hereto having set their respective hands and seals and of the day and year first above written.

Signed by the OWNER

SH AUTO RENTAL AND LEASING PTE. LTD.

8 KAKI BUKIT AVENUE 4

#02-42

PREMIER @ KAKI BUKIT

SINGAPORE (415875)

(Registration No. 201438489C)

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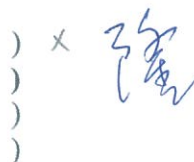
Signed by the HIRER

WONG YEUN LOONG

(Registration No. S1769848F)

Company's Stamp

(if applicable)

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Signature of personal guarantor

Name of guarantor

I/C No:

Address

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Signature of Witness

Name

I/C No:

Address

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