

EVOLUTION MOTORS

UEN 202024943E
25 Kaki Bukit Rd 4 Synergy@KB
#03-74 S(417800)

Accident.
IC X accident
DL Folder.

RENTAL AGREEMENT from 3rd April till 16 April for Car Plate Number SKE2006P Nissan
Gyphy.

BETWEEN:

(1) Lingay Jaynie S (Name) S8167895B (Nric) 8616 5423 (Contact)
Of address: BK 224A Sumbang Lane #02-149 (the "Hirer"),
Of occupation: Admin Assistant (the "Hirer");

AND

(2) **Evolution Motors Pte Ltd** (UEN Number: 202024943E) with its registered address at 13 Kaki Bukit Rd 4, #01-04, Bartley Biz Centre Singapore 417807 (the "Owner", or the "Company").

Key Terms and Conditions of Rental

1. Rental rates:

Daily Rates	<u>\$120/-</u>
Weekly Rates	

- Rental rates are subject to change from time to time. Please check with our staff for the prevailing rental rates.
- Singaporean: Hirer and any additional rider have to produce Singapore NRIC and Singapore driving license at time of hire. Foreigner: Hirer and any additional rider have to produce passport or other permit and a valid country driving license or international driving permit at time of hire.
- The Hirer must present his Singapore NRIC or Passport or Employment Pass/Work Permit, and a valid Singapore Driving License or International Driving License to the Owner.
- Non-Singaporeans are required to provide a bill showing your Singapore residential address or hotel bill showing your room number.
- For rentals of more than 7 days, a security deposit must be paid and will be refunded 14 days after the vehicle is returned. The Owner reserves the rights to use the security deposit to pay for any fines/summons/repairs/towing charges before refunding the balance amount, if any, to the Hirer.

SECURITY DEPOSIT		
Rental period	7 days to 30 days	31 days to 60 days
Hirer with license of more than 24 months / Age 22 years old and above	\$50.00	\$100.00
Hirer with license of less than 24 months / Age below 22 years old / Tourist / Employment Pass and work permit holder	\$100.00	\$200.00

- The Hirer is responsible for any damage, loss or fines to the vehicle.
- The vehicle can only be used in Singapore.

**EVOLUTION
MOTORS PTE LTD**
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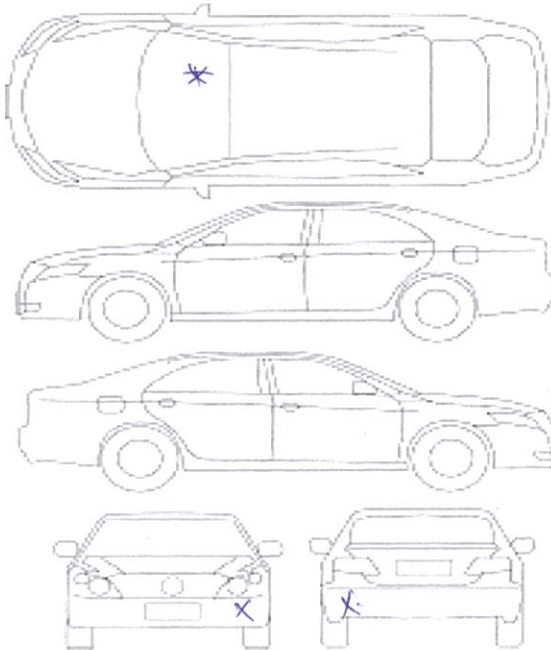
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9. In case of any accident, whether due to the fault of the Hirer or not, Hirer is responsible to pay for 3rd party insurance excess of \$3,500, or \$6,500 if rider is below 21 years old and/or has less than 2 years' riding experience.
10. Hirer must make payment in advance if any extension of rental requested and agreed on.
11. For further terms and conditions, please refer to the Appendix.





MILEAGE: 215694

APPENDIX

12. All rates quoted are in Singapore Currency, SGD and include insurance, maintenance and unlimited mileage.
13. For **vehicle returned after office hours**, the Hirer will be charged till 10am of the next working day. A full tank of Petrol will be provided at the point of rental. **Should the rented vehicle be returned with a petrol level lesser than what was given at the point of rental, the Hirer will be liable to pay the refueling cost at \$5/litre.** The vehicle must be refueled using **unleaded petrol** at all times.
14. If at any point the Hirer wishes to extend the hire period, **the Hirer is to inform the Company immediately and to make advance payment for the extension period**, provided the extension is acceptable to the Company.
15. If for any reason, the vehicle ordered by the Hirer is not available, the Company reserves the right to replace the vehicle with an alternative vehicle or if the Company declines to provide an alternative vehicle, the Hirer shall be refunded with the hire charges and deposit (if any) without interest, and the Hirer shall have no further claims against the Company.
16. **PROBATION PLATE FOR HIRERS THAT ARE STILL UNDER THE PROBATION PERIOD:** A probation plate will be provided by the Company upon rental. The Hirer must display the probation plate at all times when riding. Upon returning the vehicle, the Hirer has to return the probation plate in the condition in which it was provided. If the probation plate is damaged, The Hirer shall bear the cost for replacing the probation plate.

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17. **MAINTENANCE / REPLACEMENT OF VEHICLE / TOWING:** The Company shall cover all preventive and corrective maintenance of the rented vehicle to maintain the operational readiness of the vehicle. This includes the replacement of tyres (if required) and replacement of battery (if required). The Hirer must bring the vehicle to the workshop listed below for servicing if needed. An alternative On-Site servicing can be arranged if the Hirer cannot go to the listed workshop due to unforeseen circumstances. The On-Site servicing will available at a fee from \$100. The Hirer must not bring the vehicle to any other workshops for repairs.

Authorized Workshop: **Wicked Works Garage**
13 Kaki Bukit Road 4 Bartley Biz Centre,
#01-04 Singapore 417807

18. Should there be a need for the Hirer to leave the rented vehicle at above workshops for repairs more such that the Hirer is unable to bring the rental bike back for return on the agreed return date, in which the cause of the need for repairs is not directly or indirectly due to any act or omission of the Hirer, the Company shall issue a replacement vehicle (subject to vehicle availability) free of charge, until the repairs are completed. Towing services can be arranged at \$100.

19. **LIABILITIES / FINES / DAMAGE TO VEHICLE / LOSS OF VEHICLE / 3RD PARTY CLAIM EXCESS:** the Hirer shall be solely responsible for and hold the the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings costs, expenses, fines, penalties and liabilities imposed on the Company or arising in respect of any non compliance or contravention of any transport, traffic or other law or regulation, together with costs and expenses including but without limitation costs on a full indemnity basis relating thereto incurred by the Company. The Hirer shall bear the cost of the repair, loss of use or rectification of any damage caused to the vehicle while in the possession of the Hirer. If the agreed rental vehicle is damaged to the extent that it is deemed by the Company to be a total loss, the Hirer shall pay the Company the cost of obtaining a replacement for the vehicle and shall fully compensate the Company for the loss of use of the vehicle during the period of reinstatement or repairs. The Hirer shall also fully compensate the Company for all towing, storage and administrative charges. If the vehicle is stolen or otherwise lost whilst it is in the possession of the Hirer, the Hirer shall fully compensate the Company for the cost of obtaining a replacement vehicle and for loss of use for the period required to obtain the replacement. If there is an accident that results or possibly results in any Third Party claim and the Company's Third Party insurance is involved, the Hirer is responsible to pay the Company an excess amount of \$3,500 if The Hirer is above 21 years old and has more than 2 years' riding experience, and \$6,500 if The Hirer is below 21 years old and/or has less than 2 years' riding experience.

20. **RESTRICTIONS ON USE:** The Hirer covenants to use the vehicle only for lawful and legitimate purposes and not to use the vehicle for any unlawful purpose or activity. The use of the vehicle is restricted to Singapore only. The Hirer shall not take the said vehicle outside of Singapore without the written consent of the Company. The Hirer shall assume personal and full responsibility for failure to comply with this term. In the event of the said vehicle being damaged, confiscated, forfeited or seized as a result thereof, the Hirer shall indemnify the Company for all the losses incurred including the full value of the said vehicle. The vehicle is NOT covered by a motor insurance policy covering personal accident insurance for the Hirer and the Company shall not be responsible for any liability, claims and injuries or otherwise in connection with any accident, injury, death or other losses arising from the use of the vehicle. The Hirer agrees that the Company shall not be responsible for any liability, claim, loss or damage of any kind or nature caused directly or indirectly by the vehicle or its use. The Security Deposit will be forfeited if the Hirer exits Singapore with the

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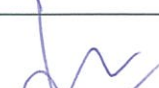
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vehicle without written consent by the Company. The Company reserves the rights to recover the vehicle from the Hirer and all costs of recovering the vehicle will be payable by the Hirer. **The Hirer is NOT ALLOWED to sublet or lend the hired vehicle to a third party at any point in time.** If the vehicle is found to be ridden by anyone other than the Hirer named in the Rental Agreement, the vehicle will be seized by the Company without any refund. If the Hirer lends the vehicle to a third party without notification to The Company, and the vehicle is involved in an accident, the Hirer will bear the whole cost of the claim and repair costs of the vehicle rented and other third party claims. **If the vehicle was used for racing, exiting Singapore without written consent, subletting and/or lent for use to a third party without authorization by the Company, the Hirer will be liable to pay \$3,000 for each of the above breaches.**

21. **CANCELLATION & OTHER CONDITIONS:** A fee of S\$100 will be charged for cancellation with less than 24 hours' notice, this is applicable before rental period commence. Should the Hirer decided to terminate this rental contract prematurely; the Hirer is liable to pay the balance of the rental amount. The Company, at its discretion, may decide whether to reduce or waive part of the comprehensive maintenance component from the rental amount. The comprehensive maintenance component rate is to be determined by the Company. The Company reserves the rights to terminate the rental without any liability should the Hirer fail to make the necessary payments in advance. The Company can forfeit the security deposit placed for each vehicle. Upon termination of this agreement, The Hirer shall return the vehicle to any of the Company's branches. The returned vehicle should be repaired to its original condition before it is returned to the Company. The Company reserves the rights to repair the vehicle to its original condition and offset the repair fees from the security deposit before refunding (if any), the balance amount to the Hirer.
22. **IF THE VEHICLE IS INVOLVED IN AN ACCIDENT:** the Hirer has to inform the Company, the Police or other relevant authorities in writing of the accident and shall also notify the Company in respect of any claim arising thereafter from the accident. No admission, compromise, offer, payment or indemnity shall be made by the Hirer without the Company's consent in writing. The Hirer shall render such information and assistance in connection with the accident as the Company or its insurers may require. No repair is to be done without the Company's approval. **If the Hirer repairs the vehicle at any workshop unauthorized by the Company, compensation of \$3,000 is payable to the Company.**
23. **RETURN OF KEY AND KEY TAG:** The Hirer is to return the vehicle key and key tag in the same condition when he / she rented from The Company. Loss or damage of the key or key tag will be chargeable at \$100 each. Any damage to the vehicle will be charged to the Hirer accordingly to the repair costs to rectify the vehicle to the same condition it was in at the start of the rental.
24. All charges and amounts due which are not paid when due shall bear an interest of 20% per month until it is paid.
25. **GOVERNING LAW:** This agreement shall be governed by and constructed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the jurisdiction of the Courts of the Republic of Singapore.
26. I / We have read and agree to the above-mentioned terms and conditions.

DEPOSIT	:	
RENTAL	:	\$120 daily.
TOTAL	:	
COLLECTED ON	:	3/4/22

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