

1. The car is passed to the Lessee for paid use – lease on basis of the Car Leasing Agreement, hereinafter referred to as the “Leasing agreement”.
2. Before signing the Leasing agreement, “ML Auto” Ltd, hereinafter referred to as the “Lessor”, shall instruct the Lessee on the terms of car rental, the pricelist of the car rental and other charges in force related to the car rental, the car insurance provisions as well as liability under the Leasing agreement terms.
3. The Lessor’s civil auto liability is insured in accordance with CCLI (*Compulsory Civil Liability Insurance*) and CASCO (*voluntary vehicle insurance*) regulations.
4. During the whole term of the Leasing agreement the Lessee takes responsibility for any potential losses incurred by the automobile to the third parties.
5. The Lessee is hereby bound by the current Road traffic regulations.
6. The rental charge and payment procedure are specified in the Lease agreement.
7. The receipt of the car and return to the Lessor is prescribed by the procedure laid down in the Leasing agreement, by mutual covenant of the parties.
8. The private persons, upon signing the Leasing agreement, shall produce a valid passport and a valid driver’s licence.
9. The legal entities upon signing the Leasing agreement, shall submit the copies of Registration certificate and VAT registration certificate, producing the originals of the certificates.
10. Upon signing the Leasing agreement, the Lessee shall acknowledge that:
  - He/she has a valid driver’s licence of the relevant category;
  - He/she agrees to make payments for the car rental services and any additional payments in accordance with the Leasing agreement;
  - The rental obligations and the Leasing agreement terms are understandable to him/her, he/she has received a detailed and complete information on the automobile, the payment procedure, liability, obligations in case of non-fulfillment or improper fulfillment and he/she agrees to all rental terms and the Leasing agreement conditions and he/she is aware of CCLI and CASCO regulations, the insurance coverage (incl. self risk) and undertakes to adhere to them. In case an accident occurs qualified under CASCO insurance risk, the Lessee’s self risk liability is 350,00 EUR (two hundred euro, 00 cents) or 100 % of the amount of losses in case the insurance company refuses to make reimbursement for any reason.
11. By signing the Leasing agreement, the Parties acknowledge that they are authorized to sign such agreement and undertake the rights and obligations included into the agreement.
12. The car shall be supplied to the Lessee in a generally good condition, without major defects:
  - clean, having a clean car body and clean interior, with all tools and documents, the key set and accessories;
  - in full composition including tires/carpets, the fire extinguisher, the first aid kit, the triangle etc.
  - with full fuel tank. The fuel expenses are not included into the rental charge.
13. By receiving the car, the Lessee is obliged to present thereupon any claims/complaints on the technical/visual condition of the car before driving it out of the location of the car receipt.
14. The Lessee is obliged:
  - 14.1. Before receipt of the car to pay the security sum to the Lessor as per the pricelist stipulated by the Lessor. The security sum after return of the car and handover to the Lessor shall be returned within 10 working days provided that no car damages and/or defects have been detected and it is in full technical condition. In case the Lessee violates or does not meet any of the Leasing agreement terms, the Lessor is authorized not to return the security sum paid by the Lessee.
  - 14.2. To adhere to the rental provisions, the Leasing agreement terms as well as the car-use provisions during the whole term of the Leasing agreement.
  - 14.3. To make car rental payments and any other payments related to the car rental prescribed by the rental provisions and the Leasing agreement terms in compliance with the payments procedure and the time schedule. For each delayed payment the Lessee shall be charged a penalty at rate of 10% (ten per cent) of the payment amount. The Lessee is not exempt from the rental charge payments notwithstanding the penalty charges are paid additionally to the rental charges.
  - 14.4. The Lessee is responsible for the mechanical damages occurred due to failure to meet the car use provisions.
  - 14.5. The Lessee undertakes:
    - 14.5.1. not to pass the automobile for paid or unpaid use to any third person;
    - 14.5.2. not to perform any car transformation, not to install any auxiliary devices and/or not to replace the existing auxiliary equipment with other.
    - 14.5.3. unless a written consent of the Lessor is received, not to make car repairs and/or replacements of car parts independently or with help of third persons.
    - 14.5.4. not to leave the car documents and keys in the saloon of the automobile in the absence of the Lessee.
    - 14.5.5. not to smoke in the saloon of the car.
      - The Lessee shall be charged a penalty in amount of 80 (eighty) EUR for smoking in the automobile.
    - 14.5.6. To abide by the road traffic rules.

- In case of car accident or technical damage of the automobile to notify immediately the Lessor (phone 29555818 or 28797797) and the police in accordance with the road traffic regulations.
  - If the car accident occurs, the Lessee is obliged to act in compliance with the Road traffic regulations including notification of the police authorities and/or filling out the Agreed statement of facts on the car accident.
  - If the car accident is caused and the Lessee is pleaded guilty, the fine in amount of 150 (one hundred fifty) EUR is applied.
  - If the automobile is damaged in the result of other incidents (for example, due to fallen wooden or other subjects), police should be called to the scene of the incident and the Lessee should make sure that a report on incident is drawn up. The Lessee should make sure that the details of other parties involved in the incident as well as witnesses are recorded so that the information on the incident shall be complete. The Lessee is not authorized to comply to any other requirements of the third parties which are imposed in relation with above incident.
- 14.5.7. To pay all fines for the violation of the road traffic rules about which the Lessee has been informed by the Lessor or the person who established the violation fact during term of the Lease agreement. In case after returning of the car, the Lessee shall fail to pay the fines for the caused violations during the term of the Lease agreement, the Lessee is obliged to pay the fine on basis of the documents (reports etc) issued by the state institutions, as well as to pay the penalty in amount of 50 (fifty) EUR to the Lessor.
- 14.5.8. To hand over the automobile to the Lessor at the return location and on the date specified in the Leasing agreement, including all tools, documents, key set and accessories, in a good technical condition and in full composition, clean, with washed car body and clean saloon, including full tank.
- If the automobile is returned with partially filled fuel tank, it will result in charge of 3 (three) EUR per liter for the unfilled fuel.
  - For the delay in return of the automobile on the date specified in the Leasing agreement, the penalty charge shall be applied in accordance with the stipulated tariff. If the Lessee is late more than 12 hours with return of automobile, the Lessee shall pay to the Lessor additional penalty charge in amount of one day's rental charge.
  - If the automobile is returned to the Lessor unclean, without clean car body and/or unclean saloon, the Lessee shall be charged the car wash cost in amount of 20 (twenty) EUR in addition to the rental charge, and the car cleaning cost 20 (twenty) EUR, chemical cleaning – starting from 70 (seventy) EUR.
15. The Lessee is responsible for use of appropriate fuel upon filling the automobile as well as control of oil level and all technical liquids each time when the fuel is filled.
16. The Lessee must not:
- to smoke in the car saloon;
  - to participate in any car race;
  - to use the car for training;
  - to pass the car to any third person for paid or unpaid use;
  - to pledge, sell as well as otherwise use the rights in rem to encumber the automobile;
  - to use the automobile in illegal activities.
17. If the car is used by breaching the rental obligations, the Lessor reserves the right to terminate the Leasing agreement unilaterally in any time and take over the rented car. In such case the Lessee shall cover all expenses arisen.
18. If the car or its parts are stolen, the Lessee shall immediately notify the police and the Lessor about it as well as he/she shall make sure that the fact of theft is recorded and he/she shall inform the Lessor on the number of registration of the record.
19. Upon consent of the Lessor, the Lessee is allowed to use the automobile for towing the other vehicles as well as towing a van or a trailer.
20. The Lessee undertakes the following responsibility during the term of the Leasing agreement:
- 20.1. for the compliance with the rental obligations to the full extent;
- 20.2. for any potential loss caused to third persons by the automobile;
- 20.3. for keeping the car documents and keys. In case the car documents and/or keys are lost, the Lessee shall cover the costs related to restoring the car documents and/or keys in amount up to 300.00 Eur (three hundred euro, 00 cents);
- 20.4. for abiding by the road traffic rules and settling of administrative fines due in relation to the violation of the road traffic rules;
- 20.5. for car use in accordance with the rental obligations as well as return of the car to the Lessor at the location and on date specified in the Leasing agreement.
- 20.6. for every damage, incurred by the Lessee's carelessness or malevolence in case of failure to meet the rental obligations or other conditions of the Leasing agreement,
- If upon returning the automobile to the Lessor, the damages are detected caused by the Lessee's fault or misuse of the car, the parties shall draw up a statement including the list of damages. After drawing

up the statement, the car shall be transported to the car service station of the Lessor and the damages set out in the statement shall be averted on the Lessee's account. The time required for the car repairs shall be included into the time of car rental and shall be payable as per the car rental pricelist. If the Lessor is not able to continue the car rental due to these damages, the Lessee shall be obliged to cover the expenses for the idle time in amount of one day's rental charge for each day of idle time. The Client agrees that in case of damage or any other violation, set out in Article 14.5., the car rental company is entitled to withdraw the incurred loss from the bail made by the client without the client's presence by prior notifying the Client on it.

The Client's signature: \_\_\_\_\_

21. The Lessor shall not reimburse the losses to the Lessee as well as any other potential costs including but not only, travelling costs, cargo or luggage transportation costs of the Lessee and/or third persons, car evacuation expenses that could result due to trip stoppage during the term of the lease agreement caused by any reason. The Lessor has informed the Lessee that the risk of trip stoppage is not insured.
22. The Lessor is not liable for the property left or transported in the automobile by the Lessee.
23. The term of the Lease agreement can be extended by mutual covenant of the parties.
24. In case the Lessee violates or fails to fulfill (fulfills improperly) any of the rental obligations and/or the Lease agreement terms, the Lessor is authorized to retain the security sum made by the Lessee.
25. The relations of the Parties during the term of the Leasing agreement are subject to the regulatory enactments in force in the Republic of Latvia.
26. All disputes resulting from the car rental between the parties, shall be settled by mutual consultations. In case an agreement is failed to be reached within 10 (ten) working days, the relevant dispute, differences or claim shall be settled by the court on basis of the legislation in force in the Republic of Latvia.
28. The Leasing agreement may be terminated, amended or supplemented by written agreement of the parties, made in a form of annex to the Leasing agreement and becomes an integral part of the Leasing agreement.
29. The Leasing agreement shall be drawn up in two counterparts. Upon mutual signing of the Leasing agreement, one counterpart is submitted to the Lessor, the other counterpart – to the Lessee. Both counterparts have equal legal force.
30. The terms of the Leasing agreement are binding to the parties as well as the successors of the parties' rights and obligations, in their full extent.