

CAR RENTAL AGREEMENT

This Car Rental Agreement (**“Agreement”**) dated 2 February 2017 is entered into between :

QRENTAL (**“QRENTAL”**), registration number: 53328296M And Mohammad Helmy Bin Othman, NRIC number: S8224021G (**“Renter”**) of (collectively the **“Parties”**)

and outlines the respective rights and obligations of the Parties relating to the rental of a car on the terms and conditions herein contained.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. IDENTIFICATION OF THE RENTAL VEHICLE

QRENTAL hereby agrees to rent to Renter a passenger vehicle identified as follows:

Registration Number : SGT2313X
Make : Mitsubishi
Model : Lancer GLX
Colour :
Engine Number : 4G18HY6262
Chassis No : JMYSTCS3A7U009894
(hereinafter referred to as **“Rental Vehicle”**).

2. RENTAL DURATION, COLLECTION, RETURN LOCATION AND RENTAL FEES

The Commencement Date, End Date, collection and return location of the Rental Vehicle are as indicated in the Annex to this Agreement.

The Rental Fees in relation to the Rental Vehicle is as indicated in the Annex to this Agreement.

3. SCOPE OF USE

1. Renter shall use the Rental Vehicle only for personal use or ‘private car for hire’ business use, such as Uber and Grabcar services, within Singapore.
2. Save for the purpose of refuelling the Rental Vehicle, the Rental Vehicle shall not be taken out of Singapore without the prior approval of QRENTAL.
3. Renter shall be held liable and fully responsible for all costs and expenses incurred by QRENTAL including but not limited to damages, repairs, towing fee, fines or claims of any nature in consequence of the Rental Vehicle taken out of Singapore without the prior approval of QRENTAL.

4. MILEAGE AND FUEL

1. There shall be no limitation on the mileage for the use of the Rental Vehicle.
2. Renter shall bear the cost of fuel used in running the Rental Vehicle. The Rental Vehicle is delivered with fuel and must be returned to QRENTAL with the same amount of fuel as at the time of delivery. In the event Renter is unable to fill up the fuel for the Rental Vehicle for any reason whatsoever, QRENTAL shall be authorized to do so, on behalf of the Renter, and at the expense of the Renter.

5. QRENTAL'S OBLIGATIONS

QRENTAL hereby agrees:

1. Subject to Clause 6.3, to grant the Renter exclusive use and possession of the Rental Vehicle during the Rental Duration.
2. To keep the Rental Vehicle insured with a reputable insurance company throughout the Rental Duration.
3. To be responsible for the normal service, repair, fair wear and tear of the Rental Vehicle.
4. To provide Renter with an opportunity to examine the Rental Vehicle before taking possession, and upon such inspection, to note any existing damage on the Rental Vehicle on a separate Existing Damage document and which shall be annexed to this Agreement.

6. THE RENTER'S OBLIGATIONSS

The Renter hereby agrees:

1. To provide QRENTAL with details and photocopies of all legal documents necessary for the purpose of the rental of the Rental Vehicle
2. To keep the Rental Vehicle at all times in his possession and control, and provide for its safe and proper keeping.
3. To permit any person authorized by QRENTAL from time to time to have access thereto for the purpose of inspecting the Vehicle.
4. To ensure that he/she shall not allow any other person to operate the Rental Vehicle without the prior approval of QRENTAL.
5. To ensure that he/she has a valid driving license.
6. To ensure that he/she has at least 3 years of driving experience.
7. To ensure that he/she is at least 22 years old.
8. To ensure that the use of the Rental Vehicle shall only be restricted within Singapore, except for refueling purpose.

9. To ensure that the Rental Vehicle is used only for legal purposes and to be used in a skilful and proper manner and shall comply with all applicable laws relating to holding of licensure to operate the Rental Vehicle and pertaining to the operation of motor vehicles in Singapore.
10. To ensure that no alterations are made to the Rental Vehicle or any component(s) are removed without the prior approval of QRENTAL. Any component to be replaced, upon approval given by QRENTAL, shall be replaced by the same component or by one of the same like, make and model or an improved or advanced version, as may be directed by QRENTAL.
11. To inform QRENTAL **immediately** or no longer than 1 hour of any car accident and **to report to the Police** in the case of accident involving injury or death of any third parties or for accident involving foreign registered vehicle(s).
12. To be responsible for costs relating to fuel, tyre puncture and oil topping up between services as well as any costs of parking fines and towing expenses for legal and illegal parking, and also to be responsible for any damages to or loss of the Rental Vehicle caused by accident(s) that occurred during the Rental Duration.
13. Not to permit or suffer to be done or omit to be done any act or thing which may invalidate QRENTAL's standard policy of insurance or which may give the insurance company any right to repudiate liability.
14. Not to allow any person to smoke in the Rental Vehicle.
15. Not to sublet or hire the Rental Vehicle to any other person.

7. SECURITY DEPOSIT

1. Renter will be required to provide a security deposit ("**Security Deposit**") to QRENTAL in the amount of SINGAPORE DOLLARS FIVE HUNDRED DOLLARS (SGD500) upon signing of this Agreement. QRENTAL shall be entitled, at its discretion and without notice to the Renter, to deduct from the Security Services any expenses incurred by QRENTAL in relation to the Rental Vehicle, including but not limited to the loss or damage to the Rental Vehicle and any traffic summons, fines or claims of any nature issued to the Renter during the Rental Duration ("**Expenses**"). If the Expenses incurred exceed the amount of the Security Deposit, Renter acknowledges that it shall be responsible for and shall make immediate payment to QRENTAL, the balance of the Expenses.
2. Subject to Clause 7.1 above, the **Security Deposit shall be refundable to the Renter, free of interest, 14 days after the End Date.**

8. INSURANCE

1. If the Rental Vehicle is damaged or destroyed while it is in the possession of the Renter, Renter agrees to pay any required insurance deductible.
2. Renter will be responsible for the full amount of the excess not exceeding SGD2,000.00 for own damages and SGD1,500.00 for third party claims upon reporting of any accidents.

3. Only the named Renter stated in this Agreement will be covered by the insurance.
4. In the event of an accident, the Renter shall
 - i. Obtain vehicle registration numbers, photographs, names and addresses of the parties involved and of witnesses.
 - ii. Not admit fault or liability
 - iii. Not abandon the Rental Vehicle without adequate provision for safeguarding and securing the same, and notify QRENTAL immediately or no longer than one (1) hour upon occurrence of such accident.

9. TERMINATION

QRENTAL shall be entitled to terminate this Agreement and take immediate possession of the Rental Vehicle if the Renter fails to comply with any of the terms of this Agreement. Renter agrees that in the event of such termination or repossession, there is no right to a refund of any part of the Rental Fees or of the Security Deposit.

10. TITLE

The Rental Vehicle is, and shall at all times remain the sole property of QRENTAL and the Renter shall have no right, title, or interest whatsoever except as expressly set forth in this Agreement.

11. INDEMNIFICATION

Renter agrees to indemnify, defend, and hold harmless QRENTAL for any loss, damage, or legal actions against QRENTAL as a result of Renter's operation or use of the Rental Vehicle during the Rental Duration. This includes any attorney fees necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rental Vehicle.

12. NOTICES

Any notice to the Renter shall be sufficiently served and deemed to be received by the Renter if sent and/or transmitted via SMS or Whatsapp to the below mobile number or on any known agent authorized by him and notified to QRENTAL as authorized to receive notices on his behalf:

Email address : xkanex@ymail.com

Mobile Number : 82826246

Any notice to QRENTAL shall be sufficiently served if sent to the email address at jake.koh@gmail.com.

13. FORCE MAJEURE

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

14. ENTIRE AGREEMENT

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties, whether in writing or otherwise.

15. WAIVER OF REMEDIEST

No forbearance, delay of indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either party nor shall any waiver of its rights operate as a waiver of any subsequent or continuing breach.

16. ASSIGNMENT

The Renter shall not assign or transfer any of its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of QRENTAL.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B)

It is the intention of the Parties that a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision in this Agreement.

18. SEVERANCE

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue in full force and effect.

19. AMENDMENT

No amendment or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

20. TIME OF ESSENCE

Any time or period mentioned in any provision of this Agreement may be extended by mutual written agreement between the Parties but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

21. AGENCY

The Parties agree that this Agreement is solely a bailment/ car rental agreement for mutual benefit of the Parties. No employer-employee relationship exists between the Parties.

Further, except as expressly permitted by this Agreement, neither party shall in any circumstances hold itself out as being (a) the servant or agent of the other party; or (b) authorised to enter into any contract on behalf of the other party or in any way to bind the other party to the performance, variation, release or discharge of any obligations.

22. HEADINGS

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

23. GOVERNING LAW

This Agreement shall in all respects be governed and construed in accordance with the Laws of Singapore.

24. RESOLUTION OF DISPUTES

Any disputes arising between the Parties shall be determined by a court of competent jurisdiction in Singapore and may upon agreement between the Parties, be submitted for arbitration.

The Parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

SIGNED BY Administrator

For and on behalf of QRENTAL Services



Signature_____

SIGNED BY MOHAMMAD HELMY BIN OTHMAN



Signature_____

Annex to Car Rental Agreement

This Annex shall form an integral part of the car rental agreement (“Agreement”). Unless otherwise defined in this Annex, all defined terms shall bear the same meanings as they have in the Agreement.

1. RENTAL DURATION, COLLECTION AND RETURN LOCATION

Subject to Clause 9 of the Agreement, this Agreement shall be valid throughout the period as set out below (**“Rental Duration”**), unless mutually renewed by the Parties.

Start Date and Time : 2 Feb 2017 (**“Commencement Date”**)

End Date and Time : 16 Feb 2017 (**“End Date”**)

Collection and Return Location : Blk 339, Tampines Street 33

Upon each renewal, a new Annex shall be signed by the Parties and shall form part of the Agreement. The Parties agree that the Agreement, as amended and/or supplemented by the new Annex shall remain in full force and effect in accordance with its terms (as amended and/or supplemented from time to time).

Renter shall return the Rental Vehicle as close as possible to the agreed drop-off time, failing which Renter agrees that QRENTAL reserves the right to charge an extra day’s rental of SGD50.

In the event the Renter terminates this Agreement before the End Date without the prior consent of QRENTAL, the Renter agrees that such event shall constitute a material breach by the Renter of the terms of this Agreement and, accordingly, there is no right to a refund of any part of the Rental Fees. In addition, QRENTAL reserves the right to forfeit the Security Deposit and demand payment of the Rental Fees of SGD350 per week throughout the Rental Duration

2. RENTAL FEES

The Rental Vehicle is hereby rented at a weekly (7 days) rate of SGD350 (**“Rental Fees”**).

The full Rental Fees shall be payable by the Renter in advance to QRENTAL on every Sunday of the week, or such other day as may be mutually agreed by the Parties PROVIDED THAT the Renter shall always pay the Rental Fees one week in advance to QRENTAL.

To be signed upon **renewal of the Agreement*

SIGNED BY Administrator

For and on behalf of QRENTAL Services



Signature_____

SIGNED BY MOHAMMAD HELMY BIN
OTHMAN

For and on behalf of



Signature_____