

Vehicle Lease Agreement

THIS AGREEMENT is made this DATE

BETWEEN **HONDA NEW ZEALAND LIMITED** of Auckland ("Honda" which expression shall include any branch of Honda New Zealand Limited as the case may require)

AND WINNERS NAME

PRIZE WINNER (The LESSEE)

WHEREBY IT IS AGREED:-

1. HONDA will lease and the Lessee will take on lease, the motor vehicle described in the Schedule hereto ("the Vehicle").

The term of this Agreement shall be 3 years and will commence on the day of XX February 2012 and terminate on XX February 2015.

In the event that the vehicle is not returned to Honda at the agreed destination on the due date, the Lessee is liable for all reasonable costs and legal fees associated with the recovery of the vehicle

PROVIDED HOWEVER that this Agreement shall terminate before this event

IF:

(a) The Lessee shall give to Honda thirty (30) days notice in writing of his intention to terminate the Agreement; No consideration will be given for early termination

(b) Honda shall give to the Lessee thirty (30) days notice in writing of its intention to terminate the Agreement; or at any time at the request of Honda for any reason what so ever. No compensation will be provided in this case.

(c) The Lessee shall be in breach of any of the obligations on his part herein contained and the Lessee shall fail to remedy the same within seven (7) days of receiving notice to that effect from Honda.

2. The Lessee shall pay to Honda rental at the rate of \$0.00 per month.

3. On the termination of this Agreement the Lessee shall be obliged to return the Vehicle to Honda in the basic condition as it was at the commencement of this Agreement. (subject only to fair wear and tear)

(a) The Lessee shall throughout the term hereof at it's own expense maintain and keep the Vehicle clean and in the same good order and condition as it was at the commencement of this Agreement and will provide all general and preventative maintenance which may be required for the proper operation and protection of the Vehicle and will pay for all petrol, lubrication and other operations and running costs, other those covered in 3(e) and will comply with the provisions of any instruction manual or car care booklet or the like relating to the vehicle at termination of the Agreement will deliver up the Vehicle to Honda or as Honda shall direct in good order and condition and WITHOUT PREJUDICE to the generality of the foregoing:-

(b) Any dents or scratches to the body or paintwork of the Vehicle (beyond reasonable wear and tear) shall be repaired at the Lessee's expense.

(c) No repair work shall be undertaken without written permission from Honda

(d) Torn, stained or scratched trim, carpets or internal paintwork shall be repaired at the Lessee's expense.

(e) Honda shall meet the cost of all registration, warrant, scheduled maintenance or general repair whether covered by the terms of the standard warranty terms or not.

4. The Lessee shall use the Vehicle for the business of the lessor and shall not use the Vehicle for other commercial purposes.

5. *A charge of \$250 +gst applies to any lost keys. Two keys are provided*

6. The Lessee shall permit drivers listed in Schedule A to drive the and shall provide that at all times the driver shall be the holder of a current and valid driver's licence.

7. The Lessee shall not permit the Vehicle to be driven by any person under the age of 20 years and shall provide that at all times any driver shall be the holder of a current and valid and Full driver's licence.

8. The Lessee shall not permit smoking in the vehicle and will ensure that no offensive smells permeate the vehicle.

9. The Lessee shall at all times during the term at his own expense faithfully comply with all the instructions and/or recommendations of the manufacturer of the Vehicle and it shall be the obligation of the Lessee prior to or upon his acceptance of the Vehicle to acquaint himself with the details of all such instructions and/or recommendations and if and when the Vehicle requires to be repaired or brought to good condition (fair wear and tear excluded) the Lessee shall immediately thereupon notify Honda and Honda shall have the option of effecting such repairs itself or nominating a repairer by whom such repairs shall be effected.

10. The Lessee shall not do any act or thing whereby any third party shall be enabled to put forward any claim of lien in respect of the Vehicle and the Lessee shall not have or be deemed to have any authority to pledge Honda's credit for any such repairs.

11. The Lessee shall not alter or modify the Vehicle or its appearance without the express written consent of Honda, and shall not affix to or use in relation to the Vehicle any parts, accessories or extras except those supplied and fitted by Honda.

12. The Lessee shall not remove any part, accessory or extra fitted to the Vehicle without the express written consent of Honda.

13. The Lessee shall permit Honda or any other person authorised by it from time to time to inspect and test the Vehicle and enter upon the premises where the vehicle may be with 48 hours.

14. The Lessee shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with or part with the possession or control of the Vehicle or any part thereof or any interest therein but will keep the Vehicle in his possession and will not remove the same or any part thereof from New Zealand without the previous consent in writing of Honda.

15. HONDA may assign or mortgage its interest hereunder.

16. The Lessee shall indemnify and save harmless Honda against all damages, loss or liabilities which may arise in respect of the Vehicle or the use or operation thereof by the Lessee or any other party.

17. The Lessee will comply with all provisions of the Transport Act 1962 and all other laws and by-laws relating to the use of motor vehicles and shall keep the Vehicle licensed and shall keep a warrant of fitness subsisting in respect of the Vehicle and shall pay all taxes and fees payable in respect of the operation or otherwise of the Vehicle other than those payable by Honda under this Agreement and in the event of any licence or warrant relating to the Vehicle or the use of operation thereof being at any time cancelled, restricted, endorsed, or varied in any way the Lessee shall forthwith notify Honda in writing accordingly.

18. Any traffic infringements incurred with respect to the vehicle are the responsibility of the lessee.

19. The Lessee shall give notice in writing forthwith to Honda of any accident, damage, injury, to or loss of the Vehicle and shall assist Honda with the completion of a claim application to recover any losses resulting.

20. If any loss event shall occur in relation to the Vehicle in respect of which moneys shall be receivable in pursuance of any policy of insurance in respect of the Vehicle the moneys so receivable shall be paid to Honda and the Lessee shall pay to Honda the excess up to \$2,000.

If in Honda's opinion the said moneys are adequate to replace or repair the Vehicle the moneys shall be applied accordingly and the Vehicle replaced or so repaired shall be deemed to be the Vehicle the subject of this Agreement and the provisions of this Agreement shall apply as if such Vehicle had been the subject of this Agreement on the date thereof. If in the opinion of Honda the moneys so received or receivable shall not be adequate to replace or repair the Vehicle then this lease shall terminate upon Honda notifying the Lessee of that opinion.

21. At the expiration or sooner determination of this Agreement the Lessee shall transfer and assign to Honda or as it may direct, all licences, warrants, instruments and documents relating to the Vehicle AND the Lessee hereby irrevocably appoints Honda and its directors for the time being jointly and each of them severally to be the attorneys or attorney of the Lessee for the purpose of executing any transfer or assignments or licences, warrants, instruments and documents as aforesaid and doing any act, matter or thing relating to the vehicle only.

22. The Lessee acknowledges receipt of the Vehicle in first class working order and condition and agrees that the Vehicle has been inspected by the Lessee prior to execution hereof and that the Lessee relies solely on his own judgement in accepting possession of the Vehicle upon the terms of this Agreement. It is agreed that all conditions, warranties, representations and statements in relation to the Vehicle whether express or implied and whether statutory or otherwise are hereby excluded and that no such conditions, warranties, representation or statements shall apply to this Agreement.

HONDA shall insure the Vehicle in the name of Honda with an insurance office to be nominated by Honda. The Lessee will comply with and observe all the conditions of any such policy of insurance and will not do or prevent or suffer to be done anything whereby any such policy of insurance may be rendered void or voidable.

In the event of Insurance being void, the Lessee shall be liable for all costs and liability associated with any incident.

23. In this Agreement any reference to the masculine gender shall be deemed to include a reference to the feminine gender.

IN WITNESS WHEREOF these present have been executed the day and year first hereinbefore written.

SIGNED by the above named **Lessee**:

SIGNED for and on behalf of
HONDA NEW ZEALAND LIMITED

SCHEDULE A

NAME OF MANUFACTURER: Honda

MODEL

REGISTRATION PLATE NUMBER:

VIN NUMBER:

ENGINE NUMBER

DATE OF FIRST REGISTRATION:

DATE RE-REGISTRATION REQUIRED:

DATE WARRANT REQUIRED:

NAMED DRIVER LIST