



# CAR LEASE AGREEMENT

This Car Lease Agreement (the “Agreement”) sets out the terms and conditions upon which Distinct Imports Ltd. T/A Distinct Auto Leasing & Rentals (the “Lessor”), being a Company duly Registered under the laws of the Cayman Islands shall lease a Vehicle described below in

details to [REDACTED] (the “Lessee”), being a private Individual (together, the “Parties”).

WHEREAS: The Lessor is the registered owner of the Vehicle.

WHEREAS: The Lessor is desirous of leasing the Vehicle to the Lessee on such terms as are set out in this Car Lease Agreement and The Lessee for his part is desirous of leasing the Vehicle from the Lessor on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

## 1. DEFINITIONS.

In this Car Lease Agreement:

**1.1** “Vehicle” and “Car” shall both mean the vehicle set out in Schedule A regardless that the Vehicle may not be a car.

**1.2** “Approved Drivers” shall mean those persons set out in Schedule B.

**1.3** “Lease Rates” shall mean the Rates set out in Clause 4.

**1.4** “Date of Collection” shall mean the date set out in clause 5.2.



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**1.5** "Place of Collection" shall mean the place set out in clause 5.2.

**1.6** "Return Date" shall mean the date set out in Clause 5.3.

**1.7** "Place of Return" shall mean the place set out in clause 5.3.

**1.8** Unless it is evident from the context and having regards to the generality of this Car Lease Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

**1.9** The heading names in this Car Lease Agreement are provided as reference only and do not form part of the Agreement.

**1.10** This Car Lease Agreement may be executed in both English and other languages. If there is a conflict between the Agreement in its various translations the English version shall prevail.

**1.11** The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of the Agreement.

**1.12** This Car Lease Agreement may be executed either in one original or in two counterparts.

**1.13** The terms of this Car Lease Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Car Lease Agreement.



## 2. OBLIGATIONS OF THE LESSOR

It is agreed that the Lessor shall make the Vehicle available to the Lessee for the duration of this Car Lease Agreement to be collected from the Place of Collection on the Date of Collection.

## 3. OBLIGATIONS OF THE LESSEE

It is agreed that the Lessee shall make use of the Vehicle during the operation of this Car Lease Agreement in accordance with terms of this Car Lease Agreement and will return the Vehicle to the Place of Collection on or before the Return Date with the same fuel level as when the Vehicle was taken. It is further agreed that the Lessee will pay the Lease Rates promptly and shall observe the terms and conditions set out in Clause 7.

## 4. LEASE RATES

It is agreed that the Lessee shall pay the Lessor **\$495** per month. Said rates are to be paid net Of any and all taxes or duties if applicable.

## 5. DURATION OF AGREEMENT AND DATES AND PLACE OF COLLECTION AND RETURN



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## 7. WARRANTIES AND INDEMNITIES

It is agreed that:

**7.1** Both Parties warrant that they have the necessary power and approval to enter into this Car Lease Agreement.

**7.2** Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Car Lease Agreement.

**7.3** The Lessee undertakes to pay all Lease Rates to the Lessor promptly and not to unreasonably withhold payment.

**7.4** The Lessee undertakes to permit only Approved Drivers to operate the Car during the operation of the Car Lease Agreement.

**7.5** The Lessee undertakes that all Approved Drivers shall only operate the Car when sober and fit to drive and will follow the rules of the road at all times.

**7.6** The Lessee undertakes to return the Vehicle on written instruction from the Lessor.

**7.7** The Lessor undertakes not to request the return of the Vehicle unreasonably.

**7.8** The Lessee undertakes not to take the vehicle out of country without the prior written consent of the Lessor

**7.9** The Lessee undertakes to pay all fuel costs.

**7.10** The Lessor undertakes to keep the vehicle in good care and condition throughout the lease agreement.



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**7.11** The Lessor undertakes to meet the costs of all routine vehicle maintenance and repairs due to normal wear and tear.

**7.12** Where the Vehicle requires towing, garage services and repairs for any reason this shall be arranged by the Lessee but with the prior approval of the Lessor.

**7.13** The Lessor undertakes to replace the vehicle with a similar vehicle if the vehicle is irreparably damaged or beyond the economic cost of repair provided the Lessee is not at fault or cause of such irreparable damages.

**7.14** The Lessee agrees to pay a \$495 deductible for any damages incurred during the term of their lease where no third party was held accountable or found to be a fault.

**7.15** In the event of a collision the Lessee undertakes to reimburse any costs and loss howsoever arising as a result of the collision which are not covered by the insurance including but not limited to the payment of the deductible (or excess) on the insurance policy (if any).

**7.16** The Lessee undertakes not to sub-lease the Vehicle or give to any unauthorized driver on loan.

**7.17** The Lessee agrees not to use the Vehicle for any purpose other than those set out in clause 6.

**7.18** The Lessee undertakes to inform the Police, the Lessor and the Insurance Company immediately if the Vehicle is stolen or is suspected of being stolen.

**7.19** The Lessee agrees to hold harmless, to indemnify and to keep indemnified the Lessor for any and all losses howsoever arising in connection with injury, death and damage to property caused by the Vehicle.

**7.20** The Lessee agrees to hold harmless, to indemnify and to keep indemnified the Lessor for any and all losses howsoever arising due to late payment of the Lease Rates or late return of the Vehicle.



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**7.21** The obligations and benefits under this Car Lease Agreement may be assigned by either Party provided that the other Party first agrees in writing to said assignment.

**7.22** The failure or delay by either Party to enforce any term of this Car Lease Agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

**7.23** Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under this Car Lease Agreement.

**7.24** Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system stated in clause 10.

## **8. VARIATION**

Any variation to this Car Lease Agreement shall be made in writing and signed by both Parties with the exception of variations of Schedules A and B which can be emended by annexing a Replacement version of the Schedule which must be signed and dated by both parties.

## **9. NOTICES**

Any notice served under this Car Lease Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.



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## 10. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

10.1 This Car Lease Agreement is made under the exclusive jurisdiction of the laws of the Cayman Islands.

10.2 Disputes under this Car Lease Agreement shall be subject to the exclusive jurisdiction of the courts of the Cayman Islands.

IN WITNESS WHEREOF, each of the Parties has executed this Car Lease Agreement:

LESSEE

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE





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## Schedule A

Particulars of the Vehicle Being Leased

Vehicle Registration Number: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Vehicle Model: \_\_\_\_\_

Vehicle Color: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_

Engine Capacity: \_\_\_\_\_

Mileage at start of lease: \_\_\_\_\_

Fuel Type (Diesel, Petrol, LPG, Electric): **Gas**

Fuel Level at start of lease: **Full Tank**

Details of Insurer (name and address): **Cayman First Insurance**



## Schedule B

### Particulars of the Approved Drivers

The following shall be the Approved Driver (s)

Name	Driver's License Number
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_____	_____
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### LESEE'S

Home Address: \_\_\_\_\_

Work Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_