

# CAR SMILE RENT A CAR SERVICES

NO 223, HILL STREET, DEHIWALA  
TEL: 2715726 / 2719768, FAX: 2734953

## LEASE AGREEMENT RENT -A - CAR

THIS AGREEMENT is made and entered in Colombo in the Democratic Socialist Republic of Sri Lanka this ..... Day of ..... **Two Thousand and .....** by and between **Mr.A.Buddhika de Silva** (holder of the National Identity Card bearing No ..... ) of # **223 , Hill Street, Dehiwela**, ( hereinafter called and referred to as the **LESSOR** which term or expression as herein used shall where the context so requires or admits mean and include the Lessor, his/her heirs, executors and administrators) of the **ONE PART** and ..... holder of the NIC number ..... of ..... ( hereinafter called and referred to as the **LESSEE** which term or expression as herein used shall where the context so requires or admits mean and include the said lessee, his/her heirs, executors and administrators ) of the **OTHER PART**.

**WHEREAS** the parties have agreed to lease the Vehicle and the accessories hereto more fully set out in the schedule hereto (hereinafter referred to as "The said vehicle) on the following terms and conditions mutually agreed upon between the parties.

1. This agreement shall be in force for a period of ..... commencing on the ..... day of ..... 200....
2. The lessee shall pay to the Lessor the lease rental at the rate of Rs...../- per month /per day on or before the commencing day of each and every month during the period of this agreement. .A separate refundable deposit of Rs.....should be paid prior in taking over the said vehicle. It will be refundable at the time of termination of the contract ( Subject to lease agreement terms and conditions) **All rents to be paid in the beginning of each month or period.**
3. The Lessor shall obtain the Revenue License and Policy of Insurance in respect of the said vehicle.
4. The Lessor undertakes to service the said vehicle and carry out the required maintenance at the end of every 30 days on a date convenient to both parties. It is the duty of the Lessee to provide the vehicle at the Lessors' yard at 9.00 a.m. on the agreed day.
5. Running repairs, deficiencies, servicing (top up) of the aforesaid vehicle shall be on the Lessee's account up to a limit of Rupees One Thousand Five Hundred (Rs.1500/-) The proper maintenance of the said vehicle shall be the responsibility of the Lessee. If any running repairs are to be carried out on the monthly service date, repair costs should be provided by the Lessee and Lessor will not be liable for any delay charges.

6. The Lessor shall not be held responsible for accidental death or Insurance claim of a third party. In case of a fatal accident / damages or theft of any goods in transit the Lessee shall obtain a police report before removing the said vehicle from scene of the incident.
7. The Lessee shall take over the said vehicle with full/part filled tank either Diesel / Petrol, but at the termination of this Agreement, the Lessee shall hand – over to the Lessor the said vehicle. together with the same fuel level at the time of taking over of the vehicle by the Lessee.
8. In case of a breakdown of the said vehicle, the Lessor shall not be liable for any inconvenience caused to the Lessee.
9. At the termination of this agreement the Lessor shall take over the said vehicle with an Inventory from the Lessee. The Inventory will be cross checked for any deficiencies and/or damage to the vehicle and in such event the Lessor finds any deficiencies and/or damage to the vehicle, the value will be assessed and the amount should be paid by the Lessee to the Lessor.
10. The Lessor is at liberty to terminate this Agreement without notice to the Lessee for any of the following reasons, if the said vehicle:
  - a) is not properly maintained or used,
  - b) is used for any illegal or nefarious activities,
  - c) has been sub – leased,
  - d) is used for a driving school and / or to teach beginners,
  - e) is used to mortgage and/or for redemption purpose , and
  - f) if the Lessee fails to pay the lease amount on the due dates,
  - g) if the Lessee fails to repair or attend to running repairs or damages.

the Lessor shall take possession of the said vehicle forthwith

11. In the event, the Lessee wishes to renew this Lease Agreement, he/she should give at least 48 hours notice to the Lessor in order to process the relevant documentation. The Lessee shall pay to the Lessor the related payments at the time of request for the renewal of the lease.
12. If the Lessee returns the said vehicle prior to the termination of this Agreement, the Lessor shall not be liable to make any refund of the rental payment for the period the said vehicle is not being used.
13. The use of the said vehicle shall be on Lessee's exclusive use, on maximum mileage of ..... km per month basis.
14. In the event of any excess mileage, the Lessee will be charged at the rate of Rs..... per km.
15. Petrol / Diesel shall be on Lessee's account during the period of this Agreement.
16. The Tires and tubes of the said vehicle should be road worthy; if necessary the Lessor shall provide the same.

17. The Lessor or his authorized agent has the right to inspect the said vehicle at any time during the existence of this Agreement.
18. **All payments to be made O/A Car smile rent a Car services “Account Payee Only”.**
19. In the event of an accident or damage to the vehicle the Lessee should :
  - a) notify the Lessor and the nearest Police station and obtain a certificated copy of the extract of such entry
  - b) a copy of the driving license should be produced to the Lessor immediately.
  - c) immediately call Ceylinco VIP Centre and await t an Agents arrival to the scene of the accident (**pls. call Ceylinco VIP Center – 2393939** ).
20. **If the Ceylinco VIP Officer does not inspect and clarify the accident, any claim will not be entertained by the Insurance company.**
21. **The Lessee agrees to wait at the scene of the accident for the arrival of the VIP agent and till he inspects the scene of the accident.**
22. The Lessee undertakes to inform the Lessor of any short fall or any renewals due on the said vehicle immediately.
23. The Lessee undertakes not to overload the said vehicle more than the specified weight.
24. If the vehicle meets with an accident or damage due to the negligence of the Lessee or his authorized user the Lessor has the right to claim such damages from the Lessee.
25. The Lessee agrees to return the said vehicle in good and clean condition and if he/she is unable to do so, the Lessee agrees to pay the Lessor a sum **Rs. Four Thousand Five Hundred (Rs 4500 / )-** as cleaning charges.
26. The Lessee agrees to pay for any damages less than **Rs.Seven Thousand (Rs 7000/-)** without claims from the Insurance Company of the said vehicle.
27. The Lessee agrees to pay the Lessor any claims turned down by the insurance company due to the negligence of the Lessee or his authorized user .
28. It is the duty of the Lessee to keep the said vehicle in a good and clean condition and damages if any, should be repaired immediately .If the lessee fails to attend to such repairs it will be done by the Lessor and the repair charges if any, should be paid by the Lessee or its authorized user.
29. If the Lessee decides to terminate the above lease agreement prematurely the Lessee agrees to pay Two (2) months rent as damages to Lessor.

**START METER READING.....**

**Confirmed and Signed by User/Agent..... Name.....**

**Personal details of the User**

Name : .....

Address : .....

Driving License No : ..... NIC # .....

**Address of the usual parking place of the vehicle**

Contact Number : Office Residence Mobile E-Mail

In an emergency the closet person to contact / Tele # .....  
Name.....

Signature of user .....

**THE SCHEDULE REFERRED TO ABOVE**

MAKE : .....

MODEL : .....

REGISTRATION NO : .....

CHASSIS NUMBER : .....

ENGINE NUMBER : .....

IN WITNESS WHERE OF THE LESSOR **A. Buddhika de Silva** Aforesaid and LESSEE

..... Aforesaid have set their respective hands

herein to and to thereof the same tenor and date on this ..... day of. ....

**Thousand and**

.....  
**LESSOR**

.....  
**LESSEE**

.....  
**WITNESS**

.....  
**WITNESS**

I am / we are responsible if the above mentioned vehicle is not returned on the due date or for any payments due to the company in respect of the said vehicle.

Name:- .....

Signature:-.....

Contact Details:-.....

Tele:-.....

Mobile:-.....

Email:-.....

Fax:-.....