

General Provisions of the Vehicle Lease Agreement No. MRN-X

1. Vehicle Lease Agreement (hereinafter referred to as – the Agreement) consists of the agreement and its general provisions. The Agreement shall enter into effect, when it is signed by both parties, and it shall simultaneously be considered a transfer report of the vehicle.
 2. The Customer shall undertake full responsibility for the vehicle and to maintain it in full technical order and return it to the Company undamaged together with the keys, documents, wheels, tools, other accessories and equipment, in the same condition as received, and within the time limit set by the Agreement. The Customer shall return the vehicle to the Company at the same place where he/she has received it from the Company, or at other place specified by the Company in advance. The Customer shall be obliged to return the vehicle during the business hours specified thereby, except for the case, where the Company and the Customer have agreed otherwise. The Customer shall be entitled to return the vehicle to the Company before expiry of the time limit specified in the Agreement.
 3. If the vehicle has been leased by a legal entity, this legal entity shall undertake full responsibility for act or omission of all the natural persons, its own employees and/or authorised persons (including violations of road traffic regulations, payment of fines, damages etc.) during the validity period of the Agreement.
 4. The Customer shall be prohibited from using the vehicle: for transportation of goods in breach of customs regulations or in any other illegal manner; for sublease to a third party; for pushing or pulling any other vehicle or a trailer; if the driver is under influence of alcohol or other intoxicants; for vehicle race or preparation for such race; abroad, except for the Baltics, without the Company's written consent. Pulling a trailer or exit abroad shall be subject to additional charge in the amount of **EUR 5** per day
 5. The Customer shall undertake, according to the invoice issued by the Company, to cover expenses and all the possible losses, which may be caused to the Company or the vehicle owner in relation to the vehicle during the period, when the vehicle is within the Customer's possession, including, but not limited to the cases, where expenses and/or losses have been caused because of: Use of the vehicle by the Customer while being under the influence of alcohol or other intoxicants; the Customer fails to comply with the provisions of this Agreement and the Company's requirements or to fulfil his/her duties in case of damage or theft of the vehicle, for example, fails to report to the police or the Company, respectively; the Customer has violated road traffic regulations; the Customer has driven the vehicle without a valid driving license authorising driving a vehicle of the relevant category. The Customer shall be responsible for any sanctions, which have been or may be imposed on the Company or the vehicle owner because of the Customer's acts related to violation of the road traffic regulations. If the Customer fails to pay the fine or any other payments arising from the violations, he/she is responsible for within the set time limit, and these payments must be made by the Company of the vehicle owner, the Customer shall, additionally to these payments, pay a contractual penalty to the Company in the amount of 100% according to the invoice submitted by the Company.
 6. If the Customer returns the vehicle to the Company before the expiry of the Agreement, the paid fee shall not be returned, except for the cases, when further use of the vehicle is not possible due to technical faults not caused by the Customer.
 7. Lease fee shall include insurance against damage, theft, and robbery. The Customer's excess shall be **EUR 300** in case of damage of the leased vehicle, and **10% of the market value of the leased vehicle** in case of theft, robbery, or complete destruction thereof.
 8. The Customer shall ensure that, after the driver and passengers have exited, the vehicle is locked, and anti-theft alarms and other equipment impeding vehicle theft are activated. The Customer shall ensure safe storage of the vehicle registration certificate and keys.
 9. The vehicle may be used by the person specified in the Lease Agreement and one additional driver. The Customer shall be obliged to specify additional driver, if any. Failure to specify additional driver in the Agreement shall be subject to contractual penalty in the amount of **EUR 100**.
 10. If the Customer fails to duly fulfil the obligations stipulated in Clause 2 of this Agreement, the Customer shall pay to the Company a contractual penalty in the amount of **one full day's lease** for each day of delay if the Company requires to do so. Payment of the contractual penalty shall not release from the fulfilment of the obligations.
 11. In case of any accident involving the vehicle, damages caused thereto or theft thereof, as well as in case of loss or theft of the vehicle keys or the vehicle registration certificate during the validity period of this Agreement, the Customer shall be obliged to report it to the Company, the relevant police authority, as well as to take other measures required to protect the Company's interests, including, but not limited to: not leaving the vehicle unguarded, not to hand over money to any of the persons involved, not to admit responsibility or guilt without the Company's instructions in each separate case; not to leave the scene without permission of the police. In his/her report to the police authority and the Company, the Customer shall be also obliged to specify the circumstances, which have caused the respective accident, damage or theft, names, surnames and addresses of the persons involved in the event, and names, surnames and addresses of witnesses. The Customer shall be obliged to verify that his/her submission is registered with the relevant police authority. After receipt of the information provided by the Customer, the Customer shall be obliged to meet the Company's requirements related to other measures the Customer is obliged to perform.
 12. The Customer is aware that in case, if he/she leaves the territory of the Republic of Latvia in the vehicle without a written Company's permit to that effect, any person authorised by the Company shall be entitled to impound the vehicle. The Company shall be entitled to unilaterally terminate this Agreement and demand the Customer to return the vehicle immediately without a prior notice or enter the premises, where the vehicle may be held, and take it over, if:
 - a. the vehicle is not used properly or is used in such a way that it causes significant vehicle impairment risk;
 - b. the Customer fails to comply with the provisions of this Agreement.
- If, due to the aforementioned reasons, the Company terminates this Agreement, the Company shall not be responsible for the Customer's losses, caused in relation to early termination of this Agreement, including, but not limited to the Customer's losses caused in relation to damages caused to material values placed inside the vehicle at the moment of recovery thereof. Furthermore, in this case, the Customer shall be responsible for all the acts, claims, costs and damages following or arising from such an alienation. If the vehicle becomes unusable as a result of a road traffic accident or any other damage, or it may not be used because of a theft, this Agreement shall be considered terminated from the moment of a relevant report to the Company and registration of a relevant report to a police authority, however, provisions of the Agreement governing compensation of losses mutually caused by the Parties shall remain valid.
13. The Company shall not be responsible for any losses or damages against any property left, stored or transported in the vehicle or above it, before or after the Customer has returned the vehicle to the Company. The Company shall not be responsible for any losses or damages caused by a technical error or defect of the vehicle.
 14. Permitted mileage of the vehicle shall be **100 km** per 24 h. Each kilometre in excess of the aforementioned limit shall be subject to the following charges: **EUR 0.15 – passenger car, EUR 0.20 – minivan**. Unlimited mileage shall be subject to a charge of **EUR 10** per day.
 15. Fines: for smoking inside the vehicle: **EUR 150**; for loss of documents, including service journal: **EUR 60**; for loss of key: **EUR 250**; for theft or damage of additional equipment: **EUR 200**; for speeding (in excess of 130 km/h): **EUR 100**; administration fee for fines imposed for administrative violations and violations of road traffic regulations fixed during the vehicle lease period: **EUR 30** for each violation.
 16. Lease shall exclude cleaning of the vehicle body and interior. If the leased vehicle is returned with dirty body and interior, or just dirty body or interior, additional fee shall be charged: **EUR 20 – for a passenger car, EUR 30 – for a minivan**. If dry cleaning of the vehicle interior is required, additional fee in the amount of **EUR 120** shall be charged.
 17. At the moment of signing of the Agreement, the Customer has fully paid the lease. At the moment of picking up the vehicle, the Customer shall pay a safety deposit specified in the Lease Agreement, and this deposit shall be returned at the moment of return of the vehicle, if no damages thereof are found.
 18. Delivery or return of the vehicle or trailer at the rental operated by the LLC (SIA) MR at mutually agreed time beyond the business hours shall be subject to additional charge of **EUR 30**; on public holidays – **EUR 60**.
 19. Delivery or return of the vehicle at a place specified by the Customer shall be subject to additional charge of **EUR 30** in Riga and **EUR 30 + EUR 0.40/km** outside Riga (km are calculated from the rental operated by the LLC (SIA) MR).
 20. The Customer shall receive the vehicle with full tank and be obliged to return the vehicle with full tank, unless the parties agree otherwise. If the Customer returns the vehicle with partially filled tank, **the Company shall apply additional charge: missing litres x EUR 2.00**.
 21. All the prices are specified including VAT.
 22. The Agreement shall enter into force on the day of its signing. All the amendments and supplements to this Agreement shall be effective, if executed in writing and signed by both Parties.
 23. All the disputes and disagreements that cannot be negotiated by the Parties shall be resolved in court in accordance with the applicable laws and regulations of the Republic of Latvia.
 24. The Agreement has been prepared and signed in two copies in Latvian.