

VEHICLE LEASE AGREEMENT

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Today,, in the town of Veliko Tarnovo,

KAMEN-CARS OOD (LTD.), Unified Identity Code 200683879, with headquarters and management address: town of Elena, JOINTLY AND SEVERALLY represented by Kamen Petev Nestorov and Aleksandar Yordanov Sergev – Managers, hereinafter referred to as the “LESSOR”

AND

1., with personal identification number:, Identity Card No., issued on by, with permanent residence address:, tel.:;

2., with personal identification number:, Identity Card No., issued on by, with permanent residence address:, tel.: hereinafter referred to as the “LESSEE”, has signed the present vehicle lease agreement.

The parties agreed upon the following:

SUBJECT OF THE AGREEMENT

1. The LESSOR provides to the LESSEE for temporary use and for consideration the following vehicle:
Make and model:, registration number:, frame number, hereinafter referred to as the “Vehicle”, under the RENT-A-CAR conditions, against the payment stipulated hereunder.
2. The LESSEE is obliged to return the provided vehicle within the periods and under the terms and the conditions of this agreement, and to pay the LESSOR for the time he used the vehicle in the way, to the amount and within the terms specified hereunder.

DELIVERY OF THE VEHICLE

3. The vehicle will be delivered to the LESSEE in perfect working order and in good operational and technical condition, meeting all traffic safety requirements, in full equipment. The vehicle is insured under the conditions of:
☐ FULL AUTO-CASCO and ☐ compulsory MTPL insurance.
4. With the renting of the vehicle, the LESSEE is obliged to check the vehicle for defects and in case they find such, to immediately notify the LESSOR. Claims about the condition of the vehicle are to be made until its delivery by the LESSOR at the latest.

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5. With the returning of the vehicle, the LESSOR makes an inspection of the same. In case any lacks or damages on the vehicle are found, the LESSEE shall pay for them according to the assessment of an expert of the insurer or as negotiated between the parties with a view to the current market prices.

RIGHTS AND OBLIGATIONS OF THE LESSOR

6. The LESSOR has the right:

6.1. To duly receive the rent agreed upon in this agreement for the use of the vehicle.

6.2. To check whether the rented vehicle is used in accordance with this agreement, without impeding the LESSEE.

6.3. To ask the LESSEE for information about the operational and technical condition of the rented vehicle.

7. The LESSOR is obliged:

7.1. To provide the vehicle described in Article 1 of this agreement in good operational and technical condition, after a car wash, together with all accessories belonging to it after the signing of this agreement, as well as the obligatory documents for it – a registration certificate, a receipt for paid MTPL Insurance, and a document for annual technical inspection. For the delivery of the vehicle under this agreement, the LESSOR prepares in the presence of the LESSEE a record of handover which confirms that the vehicle is delivered in proper condition: washed, quantity of fuel available, supporting documents etc., and notes about the state of the vehicle, if any.

7.2. To ensure the untroubled usage of the rented vehicle on the part of the LESSEE for the term and the validity of the present agreement.

RIGHTS AND OBLIGATIONS OF THE LESSEE

8. The LESSEE has the right:

8.1. To receive the vehicle in good technical condition and with documents in order.

8.2. To use the vehicle untroubled, in accordance with its function, for the term of the agreement.

9. The LESSEE is obliged:

9.1. To pay LESSOR the payment stipulated in this agreement to the amount and within the terms specified hereunder.

9.2. To take care of the vehicle with the care of a good owner, by putting a higher priority on its maintenance than on the maintenance of their own belongings, and to return it in good technical condition and together with the agreed final price, as stipulated hereunder.

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9.3. To not let other people, including members of their family, use the vehicle without the explicit consent of the LESSOR.

9.4. To immediately notify the LESSOR about any problems arisen during the use, including technical damages or violations by third persons.

9.5. To not drive the rented vehicle after the consumption of alcohol or other highly intoxicating substance. In case of a road traffic accident occurred with the vehicle, for which the supervisory bodies ascertain the consumption of alcohol or other intoxicating substance by the driver of the vehicle, irrespective of the fact whose the fault is for the traffic road accident, the LESSEE is obliged to pay the LESSOR all the expenses for the repairs of the rented vehicle as well as a double amount of the rent for each missed day.

9.6. To not leave in the vehicle the given documents for registration, MTPL Insurance and Annual Technical Inspection. Otherwise, in case of a theft of the vehicle together with the specified documents, the LESSEE owes the LESSOR the full amount of the sum insured under the Auto-Casco policy of the vehicle according to the assessment of an expert of the insurer or as negotiated between the parties in accordance with the average market price of the vehicle at the day of the event.

9.6.a/ In case of a loss of documents, keys or missing equipment being an integral part of the vehicle, they have to be paid for /restored/ by the LESSEE in the amount of their current price at the time of the establishment of the loss.

9.7. In case of a road traffic accident with the rented vehicle, the LESSEE is obliged to ask the bodies of the Ministry of the Interior for the making of a protocol and to present the latter to the LESSOR. In case such protocol is not presented, the LESSEE shall pay the LESSOR all the expenses for the covering of the damage.

9.7.a/ When the LESSEE causes damages during the use /driving/ of the vehicle under circumstances in which the insurance company refuses to pay compensation /consumption of alcohol or other intoxicating substances prohibited by law, as well as embezzlement and other acts provided for in the Criminal Code and constituting an offense/, the LESSEE shall be responsible for the full compensation in the amount of the damage assessed by the expert of the insurer /or at the market price at the date of the event/, as well as for the costs of the assessment and the removal of the damage until the restoration of the vehicle to its original operating and technical state in which the LESSOR has provided it, including for the state of both the exterior and the interior of the vehicle.

9.7.b/ If, as a result of the actions of the Lessee in the management of the provided vehicle, owned by the Lessor, an ordinance for application of a coercive administrative measure is imposed, including one under Art. 171, item 2A of the Road Traffic Act, and the registration of the vehicle is terminated, the Lessee owes compensation to the Lessor. The due compensation is calculated as a sum of the daily agreed rent for the provided motor vehicle for each day for the whole term of the coercive administrative measure imposed by an ordinance.

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9.7.c/ The Lessee owes the compensation, including if the coercive administrative measure is imposed as a result of other actions of the Lessee, which are the reason for imposing a coercive administrative measure (such as providing the rented vehicle to third parties, etc.)

9.8. In case of an accident or another damage being a direct and immediate consequence of the use of the vehicle by the LESSEE, which requires taking the vehicle off the road and its repairing in a workshop until the elimination of the fault, the LESSEE owes the LESSOR the rental rate for each day from the acceptance of the vehicle in the workshop, for the duration of the stay in the workshop for repairing of the damage due to which the rented vehicle has not worked as intended.

9.8 a/ In the event that the vehicle rented by the LESSEE has been damaged outside the borders of the Republic of Bulgaria, the LESSOR shall not cover the costs of repatriation and repairs of the vehicle, neither the hotel stays and the claims for lost profits on the part of the LESSEE, regardless of the cause of the damage. Leaving the territory of the Republic of Bulgaria with a company car shall be solely and entirely under the responsibility and at the expense of the LESSEE, until its return to the office of the company. In such a situation, the LESSEE undertakes to inform the LESSOR in due time about the location, the condition and the interventions in the present and in the future time of the vehicle.

9.9. With this agreement the LESSEE shall be deemed notified and instructed by the LESSOR to comply with the road traffic rules and all legal restrictions on the road according to the Road Traffic Act. The LESSEE, in turn, is obliged to observe the road traffic rules as well as any restrictions on the road according to the Road Traffic Act. The LESSOR shall not be held responsible for violations of the Road Traffic Act by the LESSEE during the use of the car, as well as for photos proving overspeed and taken by stationary or mobile cameras of the authorities of the Ministry of the Interior.

9.10. The LESSOR is not responsible for the availability of fuel in the vehicle while the same is in the possession of the LESSEE. The latter shall load the car at his own expense. In case of running out of fuel or for any other reason of a nature related to the keeping and handling of the vehicle by the LESSEE, the costs of towing the vehicle to the LESSOR's workshop shall be borne by the LESSEE.

9.10.a/ The LESSOR delivers the car to the LESSEE after cleaning it in a car wash. The LESSEE must return the car in the same condition and if he is unable to organize that, when returning the car, the LESSEE shall pay the price for the service in the amount of 15.00 BGN, which fact is pointed out in the record of handover.

AMOUNT OF THE RENT AND TERM OF THE AGREEMENT

10. The LESSEE is obliged to pay the LESSOR a rent for the using of the vehicle to the amount of/...../ BGN per day /24 hours/, which shall be paid as follows:

In advance – with the renting of the vehicle/...../ % of the rent due for the whole term of the agreement or/...../ BGN.

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With the returning of the vehicle – the rest to the full amount of the agreed rent and all defaults in case there are any.

11. The agreement is made for a term from, /date, time/ until, /date, time/.

12. In case the LESSEE wants a prolongation of the term of the agreement, they are obliged to notify the LESSOR about this at least 24 hours before the expiry of the agreement.

13. Prolongation of the term of the agreement is valid only with the signing of an ANNEX between the parties.

TERMINATION OF THE AGREEMENT

14. The agreement shall be terminated in the following cases:

14.1. With the expiry of the term of the agreement, as specified in Article 11, and the delivery of the vehicle.

14.2. By mutual agreement between the parties, expressed in a written form, and with the settling of all financial matters related to the using of the vehicle.

14.3. Ahead of term, by the LESSOR, in case the vehicle is not used as intended and in infringement of the present agreement.

14.4. In case of a gross violation of the obligations of the LESSEE in relation to the protection of the vehicle, for which the LESSOR considers that the vehicle is threatened or destroyed as a result of gross negligence on part of the LESSEE, then the latter is obliged to return the vehicle and the documents in case the LESSOR requires them.

14.5. With the passing of 24 hours from the final term for the returning of the vehicle, in case the LESSEE has not notified and signed an ANNEX for this, the agreement is considered terminated. In this case, the LESSOR has the right to ask from the bodies of the Ministry of the Interior to announce the vehicle for national search and the LESSEE owes the LESSOR a default to the amount of/...../ BGN.

ADDITIONAL REGULATIONS

15. The disputes which have arisen in relation with the interpretation and the implementation of this agreement, will be solved by the parties in a friendly way, through negotiation, and in case no such is being achieved – through the court.

16. For the things which have not been explicitly agreed upon in the present agreement, the respective regulations of the civil legislation of the Republic of Bulgaria have to be applied.

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17. The present agreement was made in two identical copies – one for each of the parties, as the original remains with the LESSOR, and the copy – for the LESSEE.

LESSOR:.....

LESSEE: 1.....
2.....

RECORD OF HANDOVER

(Operational and Technical Condition of a Vehicle Rented by the LESSOR)

Today,, in the town of Veliko Tarnovo,

KAMEN-CARS OOD (LTD.), Unified Identity Code 200683879, with headquarters and management address: town of Elena, JOINTLY AND SEVERALLY represented by Kamen Petev Nestorov and Aleksandar Yordanov Sergev – Managers, in its capacity as LESSOR, DELIVERED /for the purpose of leasing/ TO THE LESSEE:

1., with personal identification number:, Identity Card No, issued on by, with permanent residence address:, tel.:

2., with personal identification number:, Identity Card No, issued on by, with permanent residence address:, tel.:

the following motor vehicle: Make and Model:

....., registration number:, frame number:, together with a key, a vehicle registration card, a receipt for paid MTPL Insurance, and a document for annual technical inspection.

Operational and Technical Condition:

.....☐Cleaned.....☐Uncleaned

Fuel availability:.....litres. In words:.....

Notes:.....

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(if any, they shall be recorded at the time of handover)

DELIVERED BY:.....
FOR THE LESSOR

ACCEPTED BY:.....
THE LESSEE /proper name, family name and signature/

1.....
.....

2.....
...../if there are more than one lessees/