

VISMART FOUR WHEELS VEHICLE LEASING AGREEMENT

1. **LEASE AGREEMENT.** This Lease is by and between **Vismart Four Wheels** and Mr./Mrs _____
3. **TERM.** This lease is for a term of approximately _____ continuous months, beginning ____/____/____ and ending ____/____/____. If the Lessor extends the Lease Agreement, this Lease shall automatically be extended for an identical period.
4. **COMPENSATION.** Lessee shall be responsible to Lessor for a monthly payment of KSh..... for the duration of the term. The lease payment during any extensions shall be prorated on a month-to-month basis if the extension is less than twelve consecutive months.
5. **USEAGE.** Lessee shall lease the Vehicles for use in Lessor's systems to provide transportation services to the personal errands, visitors, and people with special needs, such as the elderly and disabled, as outlined in the Agreement. The Lessee and his authorized representatives may use the Vehicle(s) provided the driver has a valid driving license.
6. **VEHICLE.** Lessor hereby leases to Lessee the Vehicles and equipment more fully as described.
7. **REGISTRATION AND TAXES.** Lessor shall maintain ownership interest in each Leased Vehicle and provide valid registration. Lessee shall be responsible for determining fees and/or all parking fees due and shall pay all the towing fees in case the vehicle breaks down.
8. **LESSOR AND LESSEE DUTIES.** Lessor and Lessee will have the following duties which it agrees will be faithfully executed during the term of this Lease:
 - a. Lessor will maintain and service the Vehicles during the Lease Term as Needed to keep Vehicles in good operating condition. Lessee will keep the Vehicle free from physical damage. Lessor will pay for all operating expenses for the Vehicles during the Lease Term (Insurance fees, PSV fee) including, but not limited to, the cost of fuel, lubrication and oil parts, labor, storage, parking, towing, tolls and all other costs associated with

operating the Vehicles unless otherwise noted in the Operations and Management Agreement.

- b. Lessee will not subject the Vehicles to more than normal wear and tear. If, upon scheduled Lease termination, Lessor's appraiser, as required by applicable law, determines that the vehicles have been subject to excess wear and tear, Lessee will be responsible and liable for the cost to restore the vehicle to the required condition, subject to the Lessee's right to obtain its own appraisal and/or dispute the amount owed as provided by applicable law. Standards that Lessor applies in determining that the Vehicles have been subject to excess wear and tear are: the vehicle will not pass inspection to which it is or will be subject that portion of repairs is the responsibility of the Lessee; the Vehicles are not returned with the same or comparable equipment or accessories, in working order in which Lessee is responsible to maintain, as installed at the time of delivery to Lessee; the Vehicles' paint is in a substantially worse condition than when originally leased due to factors such as inappropriate cleaning procedures or chemicals, decal removal, vandalism, collision, fire or storm damage; there are any special identifications, making or modifications anywhere on the vehicle; the windows, lenses or lights are cracked or broken and it is determined that such breakage was not part of normal wear and tear; damage has resulted from flood water, hail, sand, abuse, misuse, negligence, accident, or excessive use, which is herein defined as use in excess of 5,000 miles per month.
 - c. Lessee will not modify the Vehicles without the prior written consent of Lessor. Any accessories, equipment or parts installed in or on the Vehicles with or without Lessor's permission become the property of Lessor and part of the Vehicles.
 - d. Lessee agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the vehicle; and (c) for any personal purpose.
 - e. Lessor may inspect Vehicles from time to time at any reasonable time and upon the prior request of the Lessor to Lessee.
- 9. DEFAULT.** If Lessee fails to make monthly lease payments as required under item 3, or if Lessee fails to perform in any manner under the terms of this lease, the lease will be considered in default. Lessor then may do any or all of the following without giving notice to Lessee except as otherwise required by law: (a)

take any reasonable measures to correct the default or to save Lessor from loss, in which case Lessee will immediately pay for the cost and expenses incurred; (b) terminate this Lease and Lessee's rights to possess the Vehicles; (c) take possession of the Vehicles by any peaceable method or manner permitted by law, with or without court action; (d) charge Lessee the amount stated in Section 8.1 below. Should the Vehicle be defective, the Lessee shall return the same to the Lessor and the Lessor shall immediately replace the Vehicle with a similar one. Alternatively, the Lessee shall be permitted to return the Vehicle and terminate the Agreement whereby any costs incurred by the Lessee due to the defective Vehicle shall be reimbursed by the Lessor.

8.1 In the event either party retains an attorney to correct the default or collect other sums due, the other party agrees to pay all reasonable attorney fees and other collection costs.

10. ODOMETER READINGS. Lessee agrees not to tamper with or disable the odometer of the Vehicles during the term of the Lease and to notify Lessor immediately upon the failure of the odometer during the Lease Term.

11. ACCIDENT. The lessee shall stop making payments when the vehicle Reg No.....gets involved in an accident. The count will stop until your insurance/mechanics clear the vehicle from the garage.

12. INSURANCE. While the Vehicles are in the possession or control of Lessee, Lessee shall comply with the insurance requirements outlined in the Agreement, including providing evidence of insurance both prior to the transfer of Vehicles to Lessee under this Lease and prior to the insurance policy expiration date.

13. ASSIGNMENT. Lessee may not assign or transfer any of its rights or obligations under this Lease, or sublet the Vehicle to another party, without prior written consent of the Lessor, except that Lessee may assign to a wholly-owned subsidiary or parent corporation. If Lessor consents to such an assignment, Lessee will continue to remain liable for performance under this Lease.

14. TERMINATION OF LEASE. Termination of this lease shall only occur in conjunction with termination of the Agreement. Lessee shall return the Vehicles to the Lessor's address _____ on or before the expiration or termination of this lease. However, the Lessor can still request to call back the car with one week of notice from the Lessee, if the Lessor wants to use the car temporarily, while both sides will agree on the price the Lessor will pay the Lessee for using the car.

- 15. GENERAL PROVISIONS.** Lessee will pay all amounts due under this Lease. If Lessor or Lessee waives or delays enforcing any rights under this Lease, it will not affect their ability to enforce those rights afterward. Notices under this Lease, must be in writing, properly addressed, and mailed, certified return receipt requested and will be effective upon receipt. This Lease shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by both parties. The laws of Kenya will govern this Lease.
- 16. WARRANTIES.** Lessee acknowledges that Lessor is not the manufacturer, the agent of the manufacturer, or the distributor of the Vehicles hereunder. Lessor makes no warranty of the representation, express or implied, as to the fitness, safeness, design, merchantability, condition, quality, capacity, or workmanship of neither the Vehicles nor any warranty that the Vehicles will satisfy the requirements of any law or contract specification and as between Lessor and Lessee. The Lessor does confirm and warrant that the Vehicles are of good working condition and have been inspected by a professional immediately prior to leasing out the Vehicles. The Lessor also confirms that there are no adverse claims over the Vehicle by any third party and that the Lessee shall enjoy unhindered use of the Vehicle during the term of this Agreement.
- 17. LESSEE'S WARRANTIES.** Lessee warrants that (a) Lessee is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of Kenya and it has duly authorized the execution, delivery and performance of this Lease Agreement; (b) this Lease Agreement has been duly and validly executed and delivered by Lessee and constitutes the valid and binding obligation of the Lessee and; (c) all financial statements presented to Lessor have been prepared in conformity with generally accepted accounting principles consistently applied and fairly and accurately present Lessee's financial condition and income as of the date given and since the date of such financial statements there has been no material adverse change in the financial condition of Lessee or any guarantor of Lessee's obligations hereunder.
- 18. REQUIREMENTS.** Lessor will be required to provide the GPS tracker coordinates and a copy of logbook. If the vehicle is not installed with GPS tracker yet, the Lessor shall install a new GPS tracker.
- 19. FUEL.** The Lessor shall lease the Vehicle with a full tank of fuel, and the Lessee shall return the Vehicle with a full tank of fuel.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the ____ day of _____ 20.....

lessor _____

lessee _____.

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT A
List of Vehicles

Type of Vehicle	ENGINE Number

(Lessee) Name of the company Leasing the vehicle		Vehicle Reg No.
(Lessor) Name of the party whom the vehicle is being leased from		Vehicle logbook No.
Vehicle model and year	Vehicle engine number	Vehicle chassis No.
The lease will become effective on _____ (date) _____ (time). And will continue until _____ unless cancelled in writing prior to the date.		



VISMART FOUR WHEELS
Donholm Savanna Rd
0799 913 533
Info@vismart.co.ke

Compensation that will be paid to the Lessor (the owner of the vehicle) KSh _____ per _____

Lessee/Lessor expense agreement. Place “X” or a checkmark next to each item indication whether the lessee or the lessor is responsible for the listed expense.

The parties signing this lease certify that the information shown above is true and correct, and that the lease will

Item	Lessee	Lessor		
Vehicle service				
Vehicle cleaning				
Vehicle insurance				
Vehicle repair				

be enforced by both parties. All operations conducted with leased equipment conducted in compliance with applicable rules.