

CAR RENTAL AGREEMENT

1. This Car (Vehicle) Rental Agreement includes the conditions and terms for renting a car.
2. According to this Agreement the Car Owner (hereinafter referred to as “the Company”) shall deliver the possession of a vehicle – car to the Customer (hereinafter referred to as “the Customer”) for temporary usage - for the period, fee and under other essential terms and conditions specified in the relevant clauses of the Agreement.
3. By signing this Agreement the Customer confirms that he/she has received from the Owner a car complying with the provisions of this Agreement and the information contained in the relevant clauses of this Agreement in good working order allowing the car to be used for rental purposes. The vehicle pickup and return will be specified in the Acceptance & Delivery Certificate constituting an integral part of this Agreement. Notes relating to the vehicle condition during pickup and return shall be specified in the relevant Acceptance & Delivery Certificate.
4. Car rental fee shall be calculated on a daily basis, depending on the class of the vehicle, the number of days, the cost of other/additional services required by the Customer. Total fee amount shall be paid by the Customer when delivering the vehicle. The Customer shall be obliged to pay the amount of delayed payment of the rental fee on the basis of per diem rates (1 full day - 24 hours), the amount of car wash; the rates are regulated according to the price-list applicable at the time of payment of the services provided.
5. Security Deposit (hereinafter referred to as “the Deposit”) shall be paid in advance when delivering the vehicle to the Customer, the amount of the deposit depends on the vehicle model. The Deposit shall be returned to the Customer in case of exact fulfillment of the terms and conditions of the Agreement upon returning of the vehicle. Deposit/a part of the deposit may be withheld by the Owner if the Customer returns the car unwashed or in faulty working condition. The amount of the deposit/a part of the deposit will be returned to the Customer only after technical examination, determination of the technical malfunction and after washing the car.
6. The Customer shall use the car in accordance with the requirements set by Customer’s reference list constituting an integral part of this Agreement. The Customer can use the rented vehicle only to travel within Georgia. The Customer shall not be entitled to cross the Georgian state border by this car. It is forbidden to enter the occupied territories, namely, the territory of Abkhazia and South Ossetia (Samachablo).
7. The Customer shall be entitled to terminate this Agreement prematurely, in that case the amount of rent shall be paid for each day, based on the per diem basic rate, and the balance of the cash shall be returned less for 30% which shall be kept by the Owner and shall be the compensation for the income unearned. The Customer shall be entitled to prolong the validity term of this Agreement and notify the Owner about this until its termination and prior at least 24 hours. After that the Customer shall pay the cost of prolongation of the rental fee, and the final payment shall be made after return of the vehicle
8. The Customer shall return the car on the day, time and place specified in the respective clauses of the Agreement. The car shall be returned in good working condition complying with the condition to the time of its pickup, considering the normal tear and wear. If the prolongation of the Rental Agreement is not pre-determined and the Customer exceeds the rental period for 2 hours, the payment for the next day shall be made in full amount. The Owner may additionally impose a fine on the Customer in the amount of the deposited amount due to the failure to return the vehicle within the timeframe agreed, in case if the Company-Owner had booking for the above vehicle and its return has resulted in unearned income.
9. The vehicle shall be rented **with a full fuel tank** that will be indicated in the Agreement. The vehicle’s tank shall be full when returning. If in the car there is no the same quantity of fuel as specified above, the Customer shall pay the fine in the amount of fuel determined at the petrol station at the moment of pickup of the car, plus 20% of fuel price for each liter missing from the fuel originally delivered to the Customer.
10. The Customer shall be fully responsible for any loss and costs incurred by the latter during the validity of this Agreement (theft of the Rented Vehicle, traffic accidents, damage to glass or parts thereof, fires, explosions, as well as other actions of criminals, third parties or the Customer resulting in damages to the Owner) and related to the

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Customer's failure to comply with/breaching the terms and conditions of this Agreement and/or the applicable legislation, save the loss paid to the Owner by the Insurance Company in accordance with the insurance terms.

In case of breaching by the Customer of the obligations defined by the "Customer's Reference List" resulted in an insurance accident, after receipt of the respective compensation from the insurer the Owner shall delegate to the insurer the right of claim which the Owner has against the Customer who in his/her turn is responsible for the damage inflicted.

Limitation of the Customer's Liability (Franchise) according to the risks - in all cases, is equal to the amount of the deposit. In all cases the risk of the limited liabilities shall not be less than the amount indicated in the Vehicle Insurance Agreement at the moment of the insured accident. Payment of the Franchise (Deposit Amount) is not a fulfillment of the liability by the Customer if the insurance company refuses to pay the insurance compensation or if this case does not concern the insurance company. Even if the insurance company fully compensates the amount of damage the company shall be entitled to keep the deposit as a compensation for loss of earnings.

11. The Customer shall compensate the Owner for any loss related to the latter as the vehicle owner, for civil liability, as well related to the damage caused to the Owner's property and/or to the health of third parties by the Customer if such liability is not repaid fully or partially to the Owner. Due to the failure to meet these obligations and imposition of possible photo/video fines the deposit amount may be withdrawn from the Customer from the moment of return of the vehicle within one month, excluding the amount of damages inflicted.
12. In case of loss or stealing the vehicle's documents, keys or the state registration number, damage (loss, stealing) of the vehicle's wheel/wheels the deposit paid by the Customer shall be returned to the him/her subtracted the amount required for reimbursement of the loss to the Owner. If the Deposit does not cover the amount of the damage inflicted, the Customer shall additionally pay the remaining part of the amount. In case of wheel damage (when it is impossible to use it for safe travel, wheel damage, cut) the Customer shall pay the cost of two new wheels of the same mark, to replace the wheels with the same protectors on one axis of the car.
 - ✓ In case of loss of the vehicle keys the amount payable by the Customer shall be - GEL 500;
 - ✓ In case of loss of the Vehicle Registration Certificate the amount payable by the Customer shall be - GEL 50;
 - ✓ In case of return of the car in unwashed condition - GEL 20;

In case of any kind of impact on the GPS system installed in the vehicle, its deactivation or any actions preventing its normal functioning - GEL 1000

13. The Owner shall be entitled to use the deposit in the amount required for compensation any claims and demands of the Owner deriving from the terms and conditions of this Agreement or the applicable legislation that the Customer agrees with and confirms by signing the Agreement. The unused balance of the deposit shall be returned immediately after the Customer returns the vehicle.

Additional services shall include: car wash, damage of tires, discs, including technical rates, also the circumstances that cannot be found in the vehicle's receipt terms and conditions, fines imposed by competent authorities and the third parties claims relating to the vehicle during the period when the vehicle was in the temporary use of the Customer, the fuel cost, the vehicle transportation cost from the place of the road accident or its storing in the impound yard.

14. If the Customer does not return the car to the Owner the Customer shall reimburse all expenses, including rental, additional service cost, according to the terms and conditions of the Agreement.
If the Customer delays the rental term for more than two hours and does not inform the Owner about it, he/she will be deprived of the right to the deposit return. The rental term may be prolonged for some period. The confirmation of this by the Owner shall be original of the Prolongation of the Rental Agreement, the Rental Agreement.

If he/she does not notify about this the vehicle will be unilaterally taken away by the respective police bodies or Owner's employees.

15. For the damage inflicted to the third parties, performance of the actions resulting in additional expenses the Owner shall be entitled to withhold the deposit or a part of the amount deposited by the Customer until full fact-finding and

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determination of true and full amount of the loss inflicted to the Owner, including, until the respective confirmation by the patrol, police or insurance company in case of compensation or non-compensation of the loss. If the damage inflicted is not reimbursed by the insurance company the dispute shall be adjudicated by the dispute resolution body specified in the Agreement.

16. The Owner shall be entitled to unilaterally terminate the Vehicle Rental Agreement before its term, herewith the Agreement shall be deemed to be terminated from the moment of giving notification to the Customer and the vehicle shall be immediately returned to the Owner. The ground for preterm termination of the Agreement may be the mistrust by the Owner in respect to the Customer, information on the fraudulent or actions or possible committing by the Customer. The Owner shall terminate the Agreement before its term or refuse to receive the services from the Customer without any explanation. The amount paid by the Customer shall be returned to him/her if there is no fact of breaching the Agreement.

17. The Customer shall not be allowed to transfer the vehicle to the third parties who are not indicated in the Rental Agreement. Transfer of the car to the third parties without agreement of the Owner shall automatically result in the annulment/termination of the Agreement and loss of the deposit by the Customer. By signing the Agreement the Customer accepts and agrees to the processing of his/her personal data in accordance with the applicable legislation

18. Vehicles are equipped with GPS alarm for the safety of the Customer, for getting help on the roads and location orientation. Interference with the GPS system shall not be allowed. By signing this Agreement the Customer confirms that the vehicle's location can be seen by the Owner. In case of any accident or in order to receive assistance the Customer may address to the Owner for assistance or location orientation. In the event that the car is used in the area unauthorized by the Agreement the GPS system can be automatically turned on and block the car. The car cannot always be unlocked remotely that is related to the alarm operation, access to the frequency of the vehicle's location.

19. Invalidation of any of provisions of the Agreement shall not invalidate the Agreement.

20. Attachment #1; #2 (Certificate of Inspection) and the Attachment #3 (Delivery & Acceptance Certificate) shall be an integral part of the Agreement.

Any disagreement arising between the parties shall be resolved through mutual agreement; In case of disagreement between the parties any dispute arising and relating to failure to fulfill the terms and obligations under the Agreement, to annulment, termination and invalidation of the Agreement shall be referred to and resolved by According to the laws of the country

The Customer's Reference List

The Customer shall:

- ✓ use the vehicle in accordance with the vehicle operation instructions which will be handed over to him/her together with the vehicle and in accordance with the road traffic regulations for firm pavement of general use;
- ✓ not use the vehicle for towing of other vehicles; not participate in the races and/or competitions, including the test-drives for the purpose of training as a taxi. The Customer shall not be entitled to travel: in Upper Svaneti (namely on the road to Ushguli), from Kutaisi to Svaneti (namely to Tsageri-Lentekhi), from Akhaltsikhe to Batumi and on the road from Tusheti to Omalo;
- ✓ not use the vehicle if is impaired by alcohol, drugs or toxic substances, under the influence of medications which are not allowed to be used when driving a car;
- ✓ not use the vehicle in such actions which criminal or administrative responsibilities are envisaged for;
- ✓ protect fire safety rules, not transport and not store flammable substances, fire accelerants and explosives;

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- ✓ observe the driver's obligations defined by the road traffic regulations, not leave the place of the accident and not refuse the medical examination to determine his/her condition at the moment of the accident;
- ✓ not put the third parties in the driving seat which are not mentioned in the corresponding column of this Rental Agreement.
- ✓ park the vehicle only on specially designed parking spaces and parking lots;
- ✓ not allow the major breach of road traffic regulations such as: drive against the traffic lights or regulator's gestures, breaching of parking rules, driving on the opposite direction line, exceeding maximum allowed speed, crossing one or two horizontal continuous lines.
- ✓ not let the water get into the vehicle's engine.
- ✓ not leave the vehicle's key and registration certificate in the car and not hand them over to any third parties;
- ✓ not cross the border and or intend to cross the border by the rented car;

Customer's actions during the emergency situation

1. In case of incident, accident, road traffic accident, damage of the car, trauma, material damage or robbery, car theft or threatening, the Customer shall not move the car from the place of the accident, notwithstanding the guilt he/she shall call the police, patrol or other competent body and fulfill their instructions;
2. The Customer shall take all possible measures in order to prevent the increase in the amount of damage inflicted as a result of the emergency situation.
3. The Customer shall immediately notify the Owner;
4. The Customer shall hand over the copies of all the documents received by, drawn up or signed by him/her based on the emergency situation.

24-hour Hotline: (+995) 514 135-135; (+995) 514 03-40-40;

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