

# CAR RENTAL AGREEMENT

This Car Rental Agreement is entered into between \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“Renter”) , (collectively the “Parties”) and outlines the respective rights and obligations of the Parties relating to the rental of a car.

## 1. IDENTIFICATION OF THE RENTAL VEHICLE

Owner hereby agrees to rent to Renter a passenger vehicle identified as follows:

Make: \_\_\_\_\_ Model: \_\_\_\_\_  
Year: \_\_\_\_\_ Registration No: \_\_\_\_\_  
Color: \_\_\_\_\_  
(hereinafter referred to as “Rental Vehicle”).

## 2. RENTAL TERM

The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this Car Rental Agreement until the return of the vehicle to Owner, and completion of all terms of this Car Rental Agreement by both Parties. The estimated rental term is as follows:

Estimated Pickup Date & Time: \_\_\_\_\_  
Estimated Return Date & Time: \_\_\_\_\_

## 3. SCOPE OF USE

Renter will use the Rented Vehicle only for personal or routine business use, and operate the Rented Vehicle only on properly maintained roads and parking lots. Renter will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. Renter will not sublease the Rental Vehicle or use it as a vehicle for hire. Renter will only take the vehicle \_\_\_\_\_ (destination) to location mention here. Renter will not allow any other person to operate the Rented Vehicle unless identified here:

Primary vehicle operator: \_\_\_\_\_  
DL #: \_\_\_\_\_  
Additional vehicle operator: \_\_\_\_\_  
DL #: \_\_\_\_\_

## 4. MILEAGE

Mileage of the Rental Vehicle is \_\_\_\_\_ at the time of commencement of this Car Rental Agreement. Mileage on the vehicle will be limited as follows: \_\_\_\_\_. Any mileage on the vehicle in excess of this limitation will be subject to an excess mileage surcharge of \_\_\_\_\_ per km.

## 5. RENTAL FEES

Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:

Amount Paid: \_\_\_\_\_ Amount Remaining Paid: \_\_\_\_\_  
Fuel: \_\_\_\_\_  
(if not return in same amount as at the starting of trip).  
Late Charge: **Rs 250/hour**.  
Excess mileage fees: \_\_\_\_\_  
(as set forth in Paragraph 4, above.)

## 6. SECURITY DEPOSIT, DAMAGE AND CHARGES

Renter will be required to provide a security deposit to Owner in the amount of **Rs 5000** (“Security Deposit”) to be used in the event of loss or damage to the Rental Vehicle during the term of this Car Rental Agreement. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost and the rent of number of days the vehicle will be in Service Centre.

Damage charges apply in case of damage to the vehicle, it depends on the severity of the damage. However, the maximum liability that the user is liable to pay in case of a major damage is cost of the vehicle.

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In the event of theft the user is liable to pay in full for the market cost of the vehicle rented to supplier. If any accidents/mishaps occurred during the period of renting. The user is liable to pay for the damages to supplier and any third party involved.

### 7. Vehicle Failure Or Breakdown

During the renting period if engine fault or failure arises, the user needs to contact the owner before getting any repairs done. The original bill is required to claim the reimbursement for the same.

Owner shall provide a replacement vehicle in the case of vehicle failure. This is subject to vehicle availability or location.

Tyre Puncture, repair will be done by the user .

### 8. INDEMNIFICATION

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle.

### 9. REPRESENTATIONS AND WARRANTIES

Owner represents and warrants that to Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle. Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner. Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

### 10. JURISDICTION AND VENUE

In the event of any dispute over this Car Rental Agreement, this Car Rental Agreement will be interpreted by the laws of the State of Uttarakhand, and any lawsuit or arbitration must be brought in the Dehradun of the State of Uttarakhand. If any portion of this Car Rental Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

### 11. ENTIRE AGREEMENT

This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below.

Time Of Vehicle Pickup:

Date:

Original Id Deposited

Security Amount Deposited

DI Copy Deposited

Sign Owner's:

Name Owner's:

Address Owner's:

Sign Renter's:

Name Renter's:

Address Renter's:

Owner's Id No :

Phone No's:

Renter's Id No :

Phone No's: