

**Lessor:** Shouqi Co., Ltd.

**Lessee:** The lessee indicated in the Rental Agreement

**Guarantor:** The guarantor indicated in the Rental Agreement

## **Car Rental Contract**

### **Contract terms**

These Terms and Conditions are formulated in accordance with the relevant laws and regulations such as 'the Contract Law of the People's Republic of China' and the current regulations of the automobile leasing industry.

### **Article 1 Contract Description**

1.1 The information about vehicle information, duration, rental rates and other fees refer to this contract terms, rental agreement and other documents.

### **Article 2 Use of the Vehicles**

2.1 Normal Vehicle Use, shall not be used or disguised for illegal business activities.

### **Article 3 Rights and Obligations of the Lessor**

3.1 With that the ownership of the vehicle, in accordance with the contract to collect rental fees, deposits and other related costs from the lessee.

3.2 Under the premise that does not affect the lessee in normal use, by reasonable way to understand the usage and safety conditions of the rental.

3.3 require the lessee to use the rental vehicle in accordance with the contractual purpose.

3.4 In accordance with the contract, the technical condition of the rental vehicle and ancillary facilities, license plate, valid documents, Logo, etc. delivered to the lessee, return immediately once the contract terminated.

3.5 Lessor for the rental to purchase the relevant insurance of vehicles, and is responsible for the normal maintenance of vehicles, motor vehicle inspection, vehicle and vessel use tax payment, in accordance with the contract for the vehicle insurance and the vehicles failure and maintenance by the lessee normal.

3.6 to provide the fault and accident 24-hour assisted service free of charge within the administrative region of the city (non-lessor's responsibility to rescue repair, the corresponding expenses solely by the lessee).

#### **Article 4 The rights and obligations of the lessee**

4.1 To obtain and assist the lessor to protect the normal use of vehicles provided by the services, including the normal maintenance, motor vehicles inspection.

4.2 In accordance with the contract to pay rental fees, deposits and other related costs; the lessee shall properly keep the vehicle license, ancillary facilities;

4.3 The lessee shall truthfully provide to the lessor the driver's license, identity card, credit card / debit card, etc., the driver's license is issued by the Chinese mainland traffic control department as required.

4.4 The lessee shall ensure that the driver of the vehicle registered by the contract is the driver of the lessee. If the lessee changes the lessee within the term of the rental, the lessee shall obtain the consent of the lessor and go through the alteration procedure, otherwise any adverse consequences will be caused by the lessee responsibility.

4.5 The Lessee shall bear the cost of the fuel, parking, crossing, and tolls of the vehicle;

4.6 The lessee shall use the vehicle in accordance with the performance of the vehicle, the operating rules and the contractual purposes, and shall be responsible for the safety of personnel and property on the vehicle and comply with the laws and regulations on road traffic. Otherwise, the lessor shall have the right to withdraw the vehicle at any time and require the lessee to bear the liability for breach of contract and shall not infringe the ownership of the vehicle by the lessor and shall not have the following acts:

4.6.1 Shall not be rented vehicles for driving school coach cars, or for sports, athletic, seismic compression and other tests and other destructive driving or experiments;

4.6.2 Shall not use vehicles to pull, push other objects;

4.6.3 Shall not use the vehicle transport, storage of dangerous goods or toxic and other contraband;

4.6.4 Shall not use the rental vehicle for criminal activities and any other lessor or third party damage to the legitimate rights and interests of the activities;

4.6.5 Shall not be rented by the vehicle without a driver's license, driving license driving type and rental vehicles do not match;

4.6.6 No drink driving or smoking (injection) of drugs, after taking state-controlled psychotropic substances or narcotic drugs driving vehicles;

4.6.7 Rental vehicles shall not be driven in the presence of the disease or fatigue condition which impedes the safe driving of a vehicle;

4.6.8 Shall not be sold, mortgaged, pledged, pawn, lend, sublet rental vehicles. Any

damage to the ownership of the vehicle or the existence of the above mentioned provisions of the risk.

4.7 Lessee shall not be allowed any unauthorized modification, replacement, adding other objects such as changing the original state of the rental vehicle resulting in losses;

## **Article 5 Vehicle Return and Settlement**

5.1 If the rental expires, the lessee shall return the vehicles, ancillary facilities, license plate, valid certificates, logos, etc., in accordance with the stipulated time and place for returning the vehicle. If it cannot be returned or cannot be returned, it shall be compensated according to the price. The loss and expenses are borne by the lessee. And keep the vehicle exterior and interior clean. If the appearance of the vehicle or the interior is stained by the lessee, and the lessor cannot go through the normal cleaning method, the lessor shall charge the corresponding vehicle cleaning fee. When the lessee delivers the vehicle to the lessor, it shall sign the check-in form to confirm the time of return of the vehicle, the status of the vehicle, and so on. Such as the return of vehicles on both sides of the state of the vehicle to return the objection should be in the " Vehicle examination sheet " in the objections set out by the two sides signed, if a party refuses to sign the refusal of the party should bear the resulting negative consequences.

5.2 Lessee shall return the vehicle on time, regardless of what causes the vehicle to be seized, the lessee is obliged to take the initiative to take back the vehicle, and bear the resulting costs. For lessor to assist, the lessor should be assisted.

5.3 When the rental term expires and the lessee fails to return the vehicle and fails to renew the rental, each overdue day shall be 150% of vehicle rental to pay the cost from the expiry date, and the lessor shall have the right to withdraw the vehicle.

5.4 The lessee agrees to settle the settlement fee based on the "rental agreement" described charging standard, the actual rental time, and the choice of service conditions.

5.5 The lessee guarantees the payment by credit card or debit card, The Lessee and the Guarantor agree and authorize the Shouqi Car Rental to legally make deductions from the credit card or debit card of the third party institution and the cardholder.

5.6 If the Lessee fails to settle the fees under the contract and the annexes on time, the Lessee shall have the right to deduct the deposit or pre-authorization from other contracts signed by both parties. The lessee's deposit or pre-authorization based on this contract and the attachment may also be used to offset any other charges owed to the lessor by the lessee.

## **Article 6 The insurance terms, fault repair and traffic accident handling**

6.1 The insurance claim during the rental period, the lessee can get the Shouqi rental car insurance according to the law to pay the corresponding security liability.,

6.2 The lessee shall inform the traffic control department and the insurance company of the scene of the accident and theft, or other issues involving insurance, notify the lessor within one hour and assist the lessor in handling the relevant formalities when the accident and theft occurs. After the completion of the incident will be the traffic management department of the information within 7 days to the lessor, the lessor to apply for insurance claims accordingly. Overdue reports, traffic management departments to provide overdue proof of the lessee due to the reasons such as the loss of the lessor to the insurance company claims, the lessee should bear all the resulting losses.

6.3 Lessor is not responsible for the rental vehicle non-self-failure or traffic accidents to the lessee caused by the insurance compensation outside the scope of the economic losses, so the loss arising from the lessee to bear. If the vehicle is not covered by insurance during the rental term, the lessee shall bear all the liability for compensation.

6.4 After the consent of the lessor can be drove the vehicles out of the city, in case of a traffic accident, shall go to the rental side designated repair station or manufacturer authorized special service station repair, Before repair, the maintenance station issued by the cause of the failure of the instructions, repair the budget list and obtain the consent of the lessor before repairs, maintenance fee paid by the lessee first, within 3 days after the insurance company to pay the lessor and the lessee to be settled; In case of an insurance company shall not claim fees, the lessor outgoing inspection vehicle accident of travel expenses, etc., shall be borne by the lessee. Involved in a traffic accident, the lessee shall be paid up-front so accident caused by the (including but not limited to maintenance, medical treatment, etc.).

6.5 In case of loss caused by the lessee's abnormal use, the rental fees shall be borne by the lessee during the suspension and repair, and the lessor shall not provide the replacement vehicle free of charge. Maintenance costs must be advanced by the lessee, and then the official repair invoices and bills of lading and other valid documents submitted to the lessor, the lessor is responsible for insurance claims. Part of the insurance claims will not be borne by the lessee. If it is not borne by the lessee, the lessor may withhold or require the lessee to make a separate payment in the pre-authorization or deposit.

6.6 The lessee shall bear the rental of the vehicle for not less than three months from the date of loss of the rental vehicle and the lessee shall pay a vehicle equivalent to 20% of the actual loss of the vehicle in case of theft, scrapping or other forms of loss of the rental vehicle during the rental term.

6.7 Such as the driver of less than one year driving experience in the highway traffic accident or the occurrence of the terms of 4.6 cases, traffic accidents or other serious consequences, the lessee bear all the liability and should compensate the lessor for all losses caused.

#### **Article 7 Accidental risk**

7.1 The two sides agreed to the risk of accident liability, the lessor can be insured or other insurance companies to bear. If the accidental risk is not covered, the calculation and payment of the loss shall be made with reference to the motor vehicle insurance clauses and payment procedures.

7.2 Significant changes in government policies, force majeure and other losses that can not be attributed to the parties, but need to be resolved in accordance with the relevant laws and regulations and the principle of fairness.

#### **Article 8 Lessor's Liability for Breach of Contract**

8.1 Lessor fails to perform in accordance with the contract, assume the following breach of contract:

8.1.1 If the qualified motor vehicle inspection agency finds that it is not in compliance with the safe driving conditions, the lessee shall have the right to terminate the contract and request the lessor to refund the unpaid rent and pay 20% of the rent during the suspension period as liquidated damages.

8.1.2 After the rescue vehicle is still unable to resume the use of function, the two sides agreed to take other measures.

#### **Article 9 The lessee's liability for breach of contract**

9.1. Late payment of rent, each day overdue, pay liquidated damages in accordance with the 0.5% of the total amount of rent payable. Late return the rental car, in addition to continuing to collect the rent, 20% of the overdue rent shall be paid as penalty.

9.2 If the actual rental term is less than 70% of the expected rental term, the payment shall not be refunded if the contracted vehicle is returned in advance.

9.3 Failure to assist the lessor to carry out the annual inspection or maintenance of the vehicle losses, the lessee due to more than 1,000 kilometers above the required maintenance mileage, the lessor shall have the right to charge a premium of 1 yuan per kilometer since the overdue maintenance mileage.

9.4 Liability of the non-lessor to cause the vehicle to be seized by a third party. The lessee is responsible for negotiating with third parties and is obliged to take back the vehicle and bear the costs of rent and vehicle losses during the period of detention.

9.5 If the lessee loses the license plate or related documents, it shall bear the rent of the vehicle during the re-submit period and reimburse the handling fee until the vehicle can be normal operation, and pay a service fee of 100 yuan.

9.6 When violating traffic safety regulations, they shall be punished within 5 days of being informed. If you refuse to accept the punishment, the lessor shall have the right to the lessee as a responsible person submitted to the relevant departments to be addressed. And the lessee shall be liable for traffic violations in addition to a fine, each overdue day, it should be in accordance with the standard of 200 yuan / day to the lessor to pay liquidated damages, breach of contract shall not exceed 6,000 yuan, the lessor is entitled to pre-authorization and deposit Deduct or require the lessee to pay otherwise.

9.7 the lessee breach of the contract, but not limited to the circumstances of article 4 or other damage of ownership and the interests of the lessor's vehicle, the lessor shall have the right to withdraw the vehicle at any time, the lessee should supplement the rent fees, also undertake 20% of contract value as penalty due to breach of contract;

#### **Article 10 Guarantee clause**

10.1 If the guarantor to guarantee, the guarantor to perform the obligations of this contract should be the lessee bear unlimited joint and several liability.

#### **Article 11 Special agreement**

11.1 If the lessee to extend the rental or renew the rental, must apply for renewal before the expiry of his contract, the lessor shall have the right to decide whether to continue renting.

11.2 The dispute under this contract, both parties shall negotiate or to the region's car rental industry organizations, consumer association and other departments at all levels to apply for mediation to solve; Consultation or mediation fails, to a people's court in the land of the contract signing.

11.3 The two sides can be another sign supplementary agreement to this contract matters not mentioned herein. This contract, the supplementary agreement and attachment is an integral part of, have the same legal effect.

11.4 This contract shall take effect as of the date of signature and seal of both parties, this contract is in duplicate, have the same legal effect.

Jan 2017