

1. DEFINITIONS

- 1.1. *Lessor* – CJSC „Gelgotos transportas“.
- 1.2. *Lessee* – a natural or legal person of the Republic of Lithuania or foreign country.
- 1.3. *Additional driver* – a natural person who was granted the right to drive a car by the *Lessor* on the verbal request of the *Lessee*.
- 1.4. *Rental period* – the period from the beginning of the rental (date and time) until the end of the rental (date and time).

2. THE USE OF THE CAR

- 2.1. A car is rented (given for use) to the *Lessee* for the term specified in this Contract. If the *Lessee* wishes to extend the term of this Contract, he must inform the *Lessor* not later than 24 hours before the return date specified in the Contract.
- 2.2. The *Lessee* must not give the rented car to third parties not specified in this Contract or subrent it. Only the persons specified in this rental contract can drive the rented car.
- 2.3. The *Lessee* must ensure that motor vehicles are used for the purpose intended in accordance with the terms of the Contract, manufacturer's recommendations and instructions, also follow the traffic regulations and other legal acts requirements.
- 2.4. During the term of the Contract mileage must not exceed 300 (three hundred) kilometers per day. When exceeding the specified limit of kilometers per day the *Lessee* must pay the *Lessor* EUR 0.10 (ten Euro cents) for each additional kilometer.
- 2.5. The *Lessee* undertakes an obligation to ensure the safety of the car: keep it locked, turn on the alarm, do not leave the windows opened, do not leave the ignition keys in the car, do not leave the car documents in the cabin, also do not leave the radio panel (if there is any), and other valuable items in the cabin.
- 2.6. The *Lessee* may use the car only in the country (countries) which is (are) specified in the rental contract, it is forbidden to go to a foreign country without the written permission of the *Lessor*. The *Lessor* is not liable for the costs incurred by the *Lessee* due to non-compliance with this clause of the Contract.
- 2.7. If the *Lessee* had subrented the car to third parties and the car had disappeared, and the insurance company did not recognize the insured event, the *Lessee* should reimburse the full cost of the car.
- 2.8. **It is forbidden:** to carry loads of a higher weight than indicated in the technical specification; to tow another vehicle; to participate in races or speed tests; to drive under the influence of alcohol, narcotics or other substances; to carry too many passengers – the number of passengers must not exceed the number of seats indicated in the car registration certificate; to ride on roads that are not suitable for cars; to drive a car without a two-year driving experience; to transport animals in containers which are not suitable for it; to use a car in a criminal activity; to carry contraband goods, weapons, narcotics, flammable or dangerous substances and other items, which storage and transportation is prohibited by law; to fill agricultural and lorry fuel, including biofuels; to use the car for paid carriage of passengers, for training purposes; **SMOKING IN THE CAR IS STRICTLY FORBIDDEN.**

3. THE CONDITION OF THE CAR

- 3.1. The *Lessor* submits to the *Lessee* the car of good technical condition and suitable for the intended use. In the acceptance certificate the *Lessor* and the *Lessee* should note the existing damage to the car body and cabin (if there is any), tire condition, as well as familiarize with the list of items and additional equipment located in the car. The car is submitted to the *Lessee* with the full fuel tank and must be returned to the *Lessor* with the full fuel tank.
The car which is submitted to the *Lessee* has a clean body and cabin, and must be returned to the *Lessor* in the same condition.

4. CAR MAINTENANCE AND REPAIR

- 4.1. The *Lessee* must operate and maintain the vehicle in accordance with the standards and technical specifications established by the manufacturer, check the coolant level and engine oil level constantly, monitor the indicators on the car dashboard, the temperature of the engine, maintain proper tire pressure, use appropriate and high-quality fuel.
- 4.2. If damage to the vehicle or deterioration of its technical condition was observed, the *Lessor* must be immediately notified and, knowing that the car is damaged, it must not be used. In the engine failure appears due to inappropriate oil and coolant use, as well as the failure of the fuel system due to expired or inappropriate fuel use, repairs will be made at the expense of the *Lessee* and the *Lessee* must pay the *Lessor* for each day until the car is repaired.
- 4.3. In case of the car failure the *Lessee* must inform the *Lessor* and repair the car after receiving the permission to do so. It is mandatory to submit invoices because the *Lessor* will reimburse the *Lessee's* costs in accordance with these invoices. If it is not possible to repair the car, the *Lessee* must leave the car in a safe place (at a car service station or in the parking lot) and inform the *Lessor* about the exact address of the car location, and the *Lessor* undertakes to provide a replacement car or to arrange for the *Lessee's* travel extension or arrival.
- 4.4. The *Lessor* does not reimburse the cost of car repair and other *Lessee's* expenses, if the damage was caused by the *Lessee* due to negligence or deliberate actions, and insurance does not reimburse costs, and warranty service is not provided.

5. CAR INSURANCE

- 5.1. The car is insured by the compulsory insurance of vehicle owner and casco insurance.
- 5.2. *Lessee's* liability (franchise) in case of an insurance event (except for theft) - EUR 300.00. The amount of the franchise is indicated in the acceptance certificate.
- 5.3. The *Lessee*, having purchased an additional franchise insurance, reduces his liability in case of the insurance event (except for theft), and damage or destruction of tires and glasses up to EUR 0. Additional insurance *does not reimburse* damage to the car cabin and damage due to deliberate actions or negligence of the *Lessee*, also if a failure of the engine takes place due to inappropriate oil and coolant use, as well as the failure of the fuel system due to expired or inappropriate fuel use. Additional insurance reimburses cost of damage of a single insurance event.
The *Lessee*, who has bought additional insurance within 12 hours from the moment of signing the contract, must pay to the *Lessor*, otherwise, the Additional insurance will be invalid.

6. ACCIDENTS

- 6.1. **ACCIDENT:** if a traffic accident occurs, the *Lessee* must immediately inform the *Lessor* and call the local police. If the car can no longer be used, the *Lessee* must take care of the car safety and transport it to the nearest parking lot.
The *Lessee* must provide to the *Lessor* a certificate from the police about the traffic accident and a detailed written driver's explanation containing all the circumstances of the incident. If at least one of these documents is not provided, all damage must be reimbursed by the *Lessee*.
- 6.2. If the culprit of the incident is the *Lessee*, he must take care of the delivery of the car to the *Lessor's* parking lot and pay for the delivery, also pay the *Lessor* all the unconditional deduction, and compensate the *Lessor* for damage and losses, insofar as they exceed the unconditional deduction, if these losses are not reimbursed by the insurance company that had insured the vehicle.
The time from the traffic accident until car delivery to the *Lessor's* parking lot is included in the term of the contract.
- 6.3. If the damage of the insurance event caused to a third party exceeds the amount of civil liability insurance, the *Lessee* must pay the remaining amount of money.
- 6.4. If the *Lessee* is the culprit of the incident and during the incident he was under the influence of alcohol, narcotics or other psychotropic substances, as well as if the car was confiscated because *Lessee* was carrying contraband goods, weapons or narcotic substances, all losses (including *Lessor's* loss of income until the car was returned to the *Lessor's* parking lot) must be reimbursed by the *Lessee*.
- 6.5. **CAR THEFT:** in case of theft the *Lessee* must inform the *Lessor* immediately, call the local police and provide the *Lessor* with car registration documents, car keys and alarm system remote control (if there is any). If these conditions are not met, the *Lessee* will be considered guilty (until proven innocent), and he will have to reimburse all losses associated with car theft.
In case of theft the *Lessee* must reimburse the amount of money which is not reimbursed by insurance company.

7. CAR RETURN AND TERMINATION OF THE CONTRACT

- 7.1. The car must be returned to the appointed place within the deadline provided in the Contract. If the car is returned in an unexpected time, before or after working hours or in an unplanned place, the *Lessee* must inform the *Lessor* about the car return place and time not later than 24 hours before the return date. The *Lessee* is liable for the car until the *Lessor* assesses whether the car is returned without damages and losses and confirms it to the *Lessee*.
- 7.2. If the car return is delayed more than 3 hours – there is a charge for the extra day. The cost of an additional day – from EUR 21,00 without VAT, depending on the car group. If the car is not returned within 24 hours after the expiry of the rental, and the term has not been renewed and there are no objective reasons for being late, the *Lessor* calls the police for theft of the car.
- 7.3. The car must be returned in the same condition as it was submitted (paragraph 3. The condition of the car): in technically serviceable condition, with a full fuel tank, clean and neat. Observed defects and equipment mismatches must be indicated in the acceptance certificate.
- 7.4. If the *Lessee* returns the car without participation of the representative of the *Lessor* or there is a suspicion that the returned car is not properly functioning, the car could not be checked because of the dark time of the day or weather conditions, the *Lessor* reserves the right to carry out inspection/check of the car within 7 days from car return moment and reasonably claim for damages from the *Lessee* due to the discovered hidden defects (defects that could not be captured when returning the vehicle).

8. VALIDITY AND TERMINATION OF THE CONTRACT

- 8.1. This Contract takes effect from the day of signing and is valid until complete fulfillment of the obligations of the *Lessor* and *Lessee*.

9. PENALTIES AND FINES

- 9.1. The *Lessee* during the term of the Contract (including any extensions) must take responsibility for the rented and/or replaced car (as for his own), to pay all fines and to reimburse all costs associated with the violation of traffic regulations, parking and other regulations.
- 9.2. For failure to comply with conditions specified in paragraph 2 of this Contract, regardless of whether the damage was caused or not, the *Lessee* must pay the *Lessor* a fine of EUR 300.00.
- 9.3. For a trip to a foreign country not specified in this Contract – a fine of EUR 300,00.
- 9.4. For the lost key of the car, the *Lessee* must reimburse the cost of the key production and the cost of delivery of the key to the *Lessor*.
- 9.5. For smoking in the car – a fine of EUR 50,00.
- 9.6. For unreturned car documents: technical data sheet, technical inspection ticket, leasing company letter of attorney, civil liability insurance policy – a fine of EUR 30,00 (for each lost document). For state registration numbers lost – a compensation of EUR 100,00.
- 9.7. For dirty car cabin (if dry cleaning is not required) – a compensation of EUR 30,00.
- 9.8. For dirty car cabin (if dry cleaning is required) – a compensation of EUR 100,00.
- 9.9. For returning the car with not full fuel tank – 15,00 EUR + the cost of the missing fuel.
- 9.10. For administration of violations of traffic regulations and other regulations – EUR 15,00 administrative fee for each infringement.
- 9.11. For dangerous and rowdy driving – a fine of EUR 300,00.

IT IS FORBIDDEN TO SMOKE IN THE CAR.**THE LESSOR IS NOT RESPONSIBLE FOR THE LESSEE'S ITEMS LEFT IN THE CAR.****THE CAR IS EQUIPPED WITH THE VEHICLE CONTROL SYSTEM (for car location determination and speed control).**