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City of Almaty  
17, Si-Sinhaya street

## VEHICLE SUBLEASE AGREEMENT

*City of Almaty*

Individual Entrepreneur “Bykova N.Ye.”, hereinafter referred to as “Sublessor”, represented by the director Bykova N.Ye., acting on the basis of the Certificate of State Registration, have executed this Vehicle Sublease Agreement (hereinafter - “Agreement”) as follows: **Mr. \*\*\*\*\***, hereinafter referred to as “Sublessee”, on the other hand, have executed this Vehicle Sublease Agreement (hereinafter - “Agreement”) as follows:

### 1. Subject of the Agreement

1.1.1. According to the conditions of this Agreement, the Sublessor shall transfer to the Sublessee in temporary compensated use a vehicle make \*\*\*\*\* 2015, body № \*\*\*\*\*, engine № -----, state number \*\*\*\*\*02, certificate of registration of a vehicle (registration certificate) № \*\* \*\*\*\*\* (hereinafter - “Vehicle”), and the Sublessee shall, in his turn, pay the cost of the sublease as provided by the Agreement.

1.2. The Sublessee shall pay lease to the Sublessor and upon expiry of the lease period return the vehicle to the Sublessor in the same condition in which it was accepted in the lease under the acceptance and transfer certificate, not allowing its deterioration less normal wear and tear.

1.3. The Sublessee is notified that the Vehicle is in the legal use of the Sublessor and belongs to the latter on the right of lease in force of the Lease Agreement dated \*\*\*\*\*, and the Sublessor guarantees that it has all rights to sublease the vehicle and a respective consent of the owner of the Vehicle

1.4. At execution of the agreement, the Sublessor is notified that a tracking system is installed in the leased vehicle. By signing this Vehicle Sublease Agreement, the Lessee agrees that his movements on the leased vehicle will be fixed by the tracking system and will be known to the Lessor’s authorized representatives. Such movements may also be transferred to governmental and non-governmental organizations and institutions.

1.5. At execution of this Agreement, the Lessee provides to the Lessor his personal data, such as: copy of the identity card, copy of the driver’s license; also, by signing this Agreement, the Lessee agrees to be recorded on photo or video and leave his personal data and photo and video recordings at the Lessor’s disposal.

## **2.Obligations of the Parties**

2.1. The Sublessor shall:

2.1.1. Provide the Vehicle into sublease and transfer it to the Sublessee on the date of signing of this Agreement under a respective acceptance and transfer certificate that is subject to signing under the form established by the Appendix No. 1 to this Agreement..

2.1.2. Transfer the Vehicle in the conditions that corresponds to technical and quality characteristics provided by the Appendix No. 2 to this Agreement.

2.1.3. Provide to the Sublessee the documents required to use the Vehicle (original registration certificate, power of attorney for the right to drive a vehicle, state technical inspection certificate, obligatory legal liability insurance policy.

2.1.4. Transfer the Vehicle to the Lessee free from rights and claims of third parties that could impede the possibility of use of the Vehicle by the Sublessee under this Agreement.

2.1.5. Bear other obligations as provided by the legislation of the Republic of Kazakhstan.

2.2. The Sublessee shall:

2.2.1. Accept the Vehicle in use with paying prior to it and in any case no later than the date of providing the Vehicle into sublease the sublease payment fixed by this Agreement.

2.2.2. Operate the Vehicle only in strict compliance with the intended purpose of the asset and terms and conditions of the Agreement, not use the Vehicle for entrepreneurial purposes, not transfer in use to third parties, return the Vehicle to the Sublessor's use under the transfer and acceptance certificate not later than the sublease expiry date in the same conditions in which the Vehicle was accepted, with consideration of the Appendix No. 2 to the Agreement as well as all documents received in compliance with paragraph 2.1.3 of the Agreement.

2.2.3. At one's own account maintain the Vehicle in technically sound state during the entire sublease period, arrange current repairs if necessary, incur costs of fuel and lubricant materials, any other expenses required for the purpose of the use of the Vehicle within the sublease period.

2.2.4. Be responsible during the entire sublease period for the integrity of the Vehicle, bear full material responsibility for any damage caused to the Sublessor by possible damaging, deterioration of technical state, loss of marketable condition, breakdowns of the Vehicle, bringing the Vehicle to the state unsuitable for further use, loss, complete destruction of the Vehicle irrespective of the circumstances in which the damage was caused and whether the guilt of third parties is present, including damaging of the Vehicle in a traffic accident, and compensate to the Sublessor the documented amount of losses in full (including the lost profits) within 3 calendar days from the date of receiving the respective claim from the Sublessor..

2.2.5. In case of the Vehicle's downtime exceeding the sublease period where such downtime is caused by the Vehicle's repair caused by the circumstances listed in paragraph 2.2.4 of the Agreement, pay to the Sublessor the following sum: 70% of the amount of one day of sublease for each actual day of the downtime because of which the Sublessor will have no possibility to use the Vehicle for sublease to other persons within one's commercial activity..

2.2.6. Bear other obligations provided by the legislation of the Republic of Kazakhstan.

## **3.Sublease period and procedure of settlements between the Parties**

3.1. Cost of one calendar day of the Vehicle's sublease is established in the amount of **00,000** KZT (less VAT). The sublease period is **1** calendar days starting from the date of signing of this Agreement. Total cost of the sublease under this Agreement amounts to **00,000** KZT..

3.2. Settlements under this Agreement are made in a form of 100% pre-payment to be transferred to the Sublessor's bank account or paid in cash to the Sublessor's cash point on the date of signing of this Agreement.

#### **4. Liability of the Parties**

4.1. For non-performance or improper performance of terms and conditions of the Agreement, the Parties shall bear the liability established by the current legislation of the Republic of Kazakhstan..

4.2. In case of breach of the sublease payment dates established by the Agreement, the Sublessor shall have a right to not provide the Vehicle to sublease until reception of the payment or demand from the Sublessee payment of the forfeit in the amount of 0.1% of the cost of the Agreement for each day of delay.

4.3. 4.3. In case of untimely payment by the Sublessee of the amounts as claimed by the Sublessor on the basis of the paragraphs 2.2.4, 2.2.5 of this Agreement, the Sublessee's obligation is increased for the forfeit in the amount 5% of the amount subject to payment for each day of non-performance of the respective demand of the Sublessor and delay of payment. The said forfeit shall also be subject to payment by the Sublessee. In such case, the funds received from the Sublessee shall be accepted first as clearance of the forfeit and then as clearance of the principal debt (clearance of the amount of the Sublessor's current claims).

4.4. In case of failure to return the Vehicle to the Sublessor upon expiry of the sublease period in compliance with the conditions of the paragraph 2.2.2 of the Agreement, the Sublessee shall pay in favor of the Sublessor in the account of the sublease cost payment the amount based on the total actual number of days of the Vehicle's use and also pay to the Sublessor the

fine in the amount of KZT for each day of the Vehicle's delay unless prolongation

of the sublease period was separately agreed by the Parties either by signing the supplementary contract to the Agreement or by obtaining by the Sublessee of the Sublessor's consent in writing to prolong the sublease period..

#### **5. Other conditions.**

5.1. In all other aspects not regulated by the terms and conditions of this Agreement, the Parties shall be guided by the current legislation of the Republic of Kazakhstan.

5.2 The Parties shall be released from liability for failure to perform or improper performance of their obligations under this Agreement is the same resulted from appearance and continuation of the effect of the force majeure circumstances, in case of which obligations of the Parties shall be either prolonged accordingly with the period during which such circumstances have effect or terminated at request of one of the Parties which in such case loses the right to claim compensation of the losses caused by termination of the Agreement at the initiative of such Party.

5.3. All disputes arising between the Parties in the process of performance of the Agreement shall be subject to settlement through negotiations; in case of failure of the Parties to achieve agreement through such negotiations, the disputes shall be subject to final resolution by judicial process in compliance with the current legislation of the Republic of Kazakhstan.

5.4. Any amendments, additions and attachments to this Agreement shall have legal force if executed in writing and signed by authorized representatives of both Parties..

5.5. This Agreement is executed and signed in 2 copies having equal legal force, with one copy for each Party, and shall come into effect on the date of signing, remaining in legal force up until full performance by the Parties of their obligations under this Agreement.

#### **6. Legal addresses and banking details of the Parties.**

**Lessor :**  
**Individual Entrepreneur "Bykova N.Ye."**  
17, Si-Sinhaya street

**UN 910802400492**  
**Director: Bykova N.Ye.**  
/signature/  
/seal/

**Lessee:**  
**Full name,signature/**  
  
/signature/



**Conditions of the lease:**

- Restrictions for travels outside of the city of Almaty, no more than 5 km\*.
- Limit of operational kilometres: not exceeding **250 km/per day**.
- Cost for exceeded operational kilometres is **50 tenge per 1 km!**
- The car control shall not be transferred to any third person!
- The car is transferred according to the Vehicle Transfer and Acceptance Certificate.
- In case of extension\* of the lease term, payment shall be made **2 hours** prior to expiration of the lease agreement.
- The car shall be transferred under the agreement before its expiration.
- It is strictly prohibited to drive the car under the influence of intoxicants, to pledge the car to any third parties or to perform any other illegal actions!
- In case of failure to comply with these conditions, the deposit shall not be returned and the car shall be taken out.
- Gasoline standard, recommended for the car: **AH95,AH98**.

\* 1 hour and more delay is charged at the rate of **1 hour=\*\*\*\* tenge**.

\* (in case of driving outside the city of Almaty, tariff and limits of operational kilometres are agreed individually)

The copy is received \_\_\_\_\_

**Lessor:**

**Individual Entrepreneur “Bykova N.Ye.”**  
signature/seal/

**UN 910802400492**

**Director: Bykova N.Ye.**

/signature/

**Lessee:**

**Full name,signature/**  
/signature/



**Annex «On price»  
to the Vehicle Lease Agreement**

**make: \*\*\*\*\* \*\*\*\*\* \*\*\*\***

**number: \*\*\* \*\* 02**

**Individual Entrepreneur “Bykova N.Ye.”**, represented by the **director Bykova N.Ye.**, acting on the basis of the Certificate of State Registration, on the one hand and:

\*\*\*\*\*  
“Lessee”, on the other hand, have executed this Annex to Vehicle Lease Agreement dated **00.00.2020** which is its integral part, as follows:

<b>Duration of the Agreement</b>	<b>Cost per one day of lease (24 hours from the moment of lease)</b>	<b>Total cost of lease, according to clause 2.2. of Art. 2</b>
since <b>00.00.2020, 00.00</b> to <b>00.00.2020, 00.00</b>	00 000 tenge	00 000 tenge

**Amount of the deposit: 00,000 tenge**

**Deposit is returned after transfer of the car within 3-5 business days (in case Data Base of the State Motor Vehicle Inspectorate does not work, return of the deposit may be postponed)**

**Legal addresses and banking details of the Parties:**

**Lessor:**

**Individual Entrepreneur “Bykova N.Ye.”**  
**Address: 17, Si-Sinhaya street**  
**UN 910802400492**  
**Director: Bykova N.Ye**

**signature/**  
**/seal/**\_\_\_\_\_

**Lessee:**

**Full name, signature**

\*\*\*\*\*

**Contact telephone number:**

**signature/**  
**/seal/**\_\_\_\_\_

**VEHICLE TRANSFER AND ACCEPTANCE CERTIFICATE**  
**CONDITION OF THE CAR AT THE TIME OF TRANSFER /Photos of the car/ :**



**THE FOLLOWING ORIGINAL DOCUMENTS ISSUED:**

- |  |   |
|--|---|
| <input type="checkbox"/> Certificate on registration | <input type="checkbox"/> Certificate of periodic technical inspection |
| <input type="checkbox"/> Certificate of insurance    | <input type="checkbox"/> Power of Attorney                            |

**DURING INSPECTION OF THE CAR, THE FOLLOWING WAS INSTALLED:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Air Conditioner Climate           | <input type="checkbox"/> Tinting coating    | <input type="checkbox"/> Spoiler, side-window deflectors |
| <input type="checkbox"/> Control Electrical window lifters | <input type="checkbox"/> Safety bags        | <input type="checkbox"/> TV                              |
| <input type="checkbox"/> Car audio                         | <input type="checkbox"/> Electrical mirrors | <input type="checkbox"/> Design cover plates             |
| <input type="checkbox"/> Ordinary wheel covers             | <input type="checkbox"/> Alarm              | <input type="checkbox"/> Cameras 360                     |
| <input type="checkbox"/> Alloy wheel covers                | <input type="checkbox"/> Parking sensors    |  |
| <input type="checkbox"/> Audio speakers                    | <input type="checkbox"/> Fog-light          |  |

**FUEL TANK LEVEL AT THE TIME OF TRANSFER:**



**OPERATIONAL KILOMETRES AT THE TIME OF TRANSFER OF THE CAR TO THE LESSEE:**

\_\_\_\_\_

LESSOR TRANSFERRED: /signed/

/Round seal/

\_\_\_\_\_

LESSEE ACCEPTED: /signed/

\_\_\_\_\_

