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Any mediation relating to disputes arising under the licence shall be conducted in accordance with the mediation rules of the World Intellectual Property Organization (<https://www.wipo.int/amc/en/mediation/rules>).

Fleet Forum encourages the use of rented vehicles when there is a vehicle shortage. In general, it is found to be more cost effective for humanitarian organisations to use rented vehicles for the initial phase of emergency operations.or to manage temporary spikes in transport demand. Here you can find a sample vehicle rental agreement.

**SAMPLE VEHICLE RENTAL AGREEMENT**

This Agreement made on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between the following parties:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Vehicle owner’s name hereinafter referred to as the LESSOR, and having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (give full address here) on the one part,

AND

2. [ORGANISATION] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of country), hereinafter referred to as the LESSEE, and represented in this act by its duly authorized representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (position), having as address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (give full address), on the other part

**WITNESSES AS FOLLOWS:**

Whereas the Lessor has agreed to rent his/her vehicle for use by [ORGANISATION], and whereas [ORGANISATION] has agreed to rent the vehicle of the Lessor, and therefore, as per mutual covenants, stipulations and conditions herein contained, the parties hereto agree as follows:

**CLAUSE 1: DESCRIPTION OF VEHICLE**

The object of the rental agreement is the Lessor’s vehicle with the following specifications:

License plate:  
Make:  
Type:  
Chassis No.:  
Engine No:  
Year of manufacture: Colour:   
KM reading:  
Condition of the vehicle:   
Visible damage:   
Special equipment:

**CLAUSE 2: PERIOD OF VEHICLE LEASE WITH DRIVER**

The vehicle will be rented from \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.  
If mutually acceptable, the agreement can be extended for a further period under the same conditions.

With a driver

Name:  
Address:  
Phone No.:  
Driving licence No.:  
Valid until:

Also mention Insurance, Pollution Certificate, Passport, patent and their validity.

The driver is obliged to follow [ORGANISATION] regulations with transporting [ORGANISATION] cargos and staff members safely to the required destination. The speed limit is no more than \_\_\_\_\_\_\_ km/hour on the high way, off dirt road a max of \_\_\_\_\_\_\_\_\_\_\_\_ km/hour, and on wet road a max of \_\_\_\_\_\_\_\_\_\_ km/hour.

**CLAUSE 3: PAYMENT OF RENTAL**The rental price is fixed at (currency) \_\_\_\_\_\_\_\_\_ (amount) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day/month.

Mileage Limit:  
Monthly kilometre limit is set at \_\_\_\_\_\_\_\_\_\_\_ km and the Lessee will pay to the Lessor for excess kilometres, at the rate of \_\_\_\_\_\_\_\_\_\_\_ per kilometre.

The rental price includes the following costs:

* costs of fuel
* costs of repair and maintenance
* the wages of the driver, including all taxes, and social insurance fees

**CLAUSE 4: GENERAL TERMS & CONDITIONS**

* It is agreed by both parties that the daily rate and excess kilometre rate will remain unchanged during the entire period of this agreement.
* Both parties can terminate this contract by giving 24 hours written notice to the other party, provided however that the parties shall honor any commitments made or obligations assumed hereunder prior to the termination date.
* The Lessor agrees that the Lessee has the right to continue the lease of the aforementioned vehicle without written confirmation, under the same terms and conditions and for an identified period, unless expiry of termination is announced in writing.
* This contract will automatically end in case of exceptional closure of the [organisation] programme in the country.
* In that event, no further claims will be accepted from the Lessor, other than payment for the actual total number of days worked.
* Any disputes arising in relation to this Rental Agreement will be directed to third-party mediation. Failure to resolve this issue through mediation will be subject to legal proceedings according to the law of the land. The parties signing below indicate that they agree to all terms and conditions within this Agreement and indicate further that they will uphold the intention of this Agreement in good faith.
* This Agreement may not be amended or modified except by a written document signed by all parties hereto.

**CLAUSE 5: LESSOR’S RESPONSIBILITIES**

* The Lessor is obliged to submit an invoice for the services rendered together with the attendance sheet to the Fleet Manager to enable quick processing of the payment.
* As also stated under the general conditions above, Lessor is obliged to pay all taxes, levies and any other related fees payable to Government and Municipal authority towards the vehicle leased by the Lessee
* The Lessor shall perform the work as described in the attached Scope of Work.
* During the period of this Agreement, the Lessor is prohibited from using his vehicle for transportation of banned substances.
* The Lessor shall not use [organisation] name or Logo in any form of publicity or disclose any information relating to Lessee‘s work under this Agreement to the general public without [organisation] prior written consent.
* The Lessor shall regularly provide on a monthly basis to the Lessee’s representatives, identified by the Administration Department, with a clear copy of valid patent for receiving monthly payment.
* The Lessor is also obliged to sign the Lessee’s Anti-Terrorism Certificate as proof that he is not providing similar facilities to terrorist Organisations.

**CLAUSE 6: LESSEE’S RESPONSIBILITIES**

* The lessee will make payment within 5 (five) working days at the end of each month for total amount of worked days upon verification and certification of invoice by the Transport Manager or the current [organisation] Officer in charge of the fleet.

**CLAUSE 7: RENEWAL OF THIS LEASE**

* This vehicle lease agreement can be renewed for a similar period and under the same terms and conditions as above, by the Lessee providing to the Lessor, written notification to this effect, 30 days prior to the termination of the lease.
* Should, however, either party have a need to change/revise any part of this lease agreement, such intentions and changes should be made known to the other party in writing within the 30- day period as stipulated above.

**CLAUSE 8: TERMINATION OF THIS LEASE**

This lease can be terminated by either party by providing 24 hours written notice.

**CLAUSE 9: LIMITS OF THIS AGREEMENT**

This agreement is limited solely to the terms and conditions expressly written and contained herein. No other commitments, either written or verbal, other than this lease agreement, shall be understood to be a part of this agreement or binding in any way to either party, except where a written amendment to this agreement is duly signed and executed by both parties as stated above.

IN WITNESS WHEREOF, both parties have placed their signatures on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, of 20\_\_\_.

FOR AND ON BEHALF OF OWNER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR AND ON BEHALF OF [organisation]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT OF THE SERVICE CONTRACT**

Scope of Work

Provision of Transportation Service to [organisation] \_\_\_\_\_\_\_\_\_\_\_\_\_ for transporting [organisation] staff and/or equipment to and from [organisation] project sites.

Duties & Responsibilities

The Lessor will report directly to the Transport Manager or his/her designate.

The Lessor will be responsible for transporting the Lessee’s staff to and from the office as per the schedule provided by the Lessee for this purpose.

The Lessor is responsible to provide a valid licensed and registered vehicle together with an experienced driver holding a valid driving license for any or all required transportation services of the Lessee.

The Lessor is responsible for all government taxes and levies charged or may be from time–to- time charged, assessed or imposed by the Government or any other authorized organisation.

The Lessor will be responsible to ensure that the service is provided without fail on the specified days and times for the identified purpose. Any break in the plan due to unforeseen circumstances will have to be communicated well in advance and alternative arrangements made at the Lessor’s expense.

The Lessor is responsible for keeping his vehicle in a safe and roadworthy condition. The brakes and lights must be in good working order. The vehicle should be equipped with seat belts for front seat and back passengers and ensure that they are used in compliance with the Lessee’s regulations.

The Lessor is responsible to fill out vehicle log sheets completely and accurately. Failure to do so will result in the immediate termination of the contract without any compensation for questionable mileage.

The Lessor is solely responsible for adhering to local and state laws, rules and regulations governing individuals, vehicles and drivers. He/she is solely responsible for and liable for any and all acts committed by the driver and vehicle. He/she is solely responsible for and liable for any death, damage, destruction, harm on injury caused by his/her vehicle, and/or the driver of his/her vehicle.

The Lessor will be expected to maintain a Daily Activity/Time Sheet, which will be used as a support document to verify the monthly invoice submitted to the Transport Assistant to process payment

Terms of Service Contract

* The service will be for the period beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_ through to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* The services will be utilized on a daily "as and when needed" basis.
* Payment for the services will be calculated on the number of actual days worked in a given month.
* No advance payment will be made to rented drivers for fuel purchases.
* Lessee will pay the Lessor for any excess kilometres covered beyond the identified monthly kilometre limit that is set by the Lessee at the rate of \_\_\_\_\_\_\_\_ per kilometre.
* Lessee reserves the right to review and amend existing policies, which may or may not benefit the Lessor. Such changes, if affecting the terms outlined in the Service Contract will be communicated to the Lessor in writing.
* Lessee may, at its own expense, conduct an inspection of the Lessor’s vehicle at any time and, if found not conforming to established safety and operating standards, has the right to automatically terminate this contract until such time as the vehicle successfully passes inspection.
* This Service is purely temporary and on "as and when needed" basis only. Either party can terminate the contract by giving 24 hours written notice to the other, provided, however, that the parties honour any commitments made or obligations assumed hereunder prior to the termination date.
* In the event, Lessee is not satisfied with the performance of the Lessor, Lessee has the right to cancel the contract period in part or full and make payment only for the total number of days worked.

Terms of Payment

The Lessor will be paid:

a) \_\_\_\_\_\_\_\_\_\_\_\_\_ (In words \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per one actual day worked effective from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ thru’ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

b) \_\_\_\_\_\_\_\_\_\_ per kilometre for any excess mileage incurred beyond the monthly kilometre limit set by the Lessee.

* The amount includes fuel and maintenance expenses.
* No other payments or benefits are applicable unless otherwise stated and agreed to in writing by both parties.
* The specified rate will be valid for a minimum of \_\_\_\_\_\_\_\_\_ days/months before the next review is considered if there is an escalation in local fuel prices.