



CAR LEASE AGREEMENT

This Car Lease Agreement (the “Agreement”) sets out the terms and conditions upon which Distinct Imports Ltd. T/A Distinct Auto Leasing & Rentals (the “Lessor”), being a Company duly Registered under the laws of the Cayman Islands shall lease a Vehicle described below in

Details to (the “Lessee”), being a private Individual (together, the “Parties”).

WHEREAS: The Lessor is the registered owner of the Vehicle.

WHEREAS: The Lessor is desirous of leasing the Vehicle to the Lessee on such terms as are set out in this Car Lease Agreement and The Lessee for his part is desirous of leasing the vehicle from the Lessor on said terms.

NOW, THEREFORE IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Car Lease Agreement:

- 1.1 “Vehicle” and “Car” shall both mean the vehicle set out in Schedule A regardless that the Vehicle may not be a car.
- 1.2 “Approved Drivers” shall mean those persons set out in Schedule B.
- 1.3 “Lease Rates” shall mean the Rates set out in Clause 4.



1.4 “Date of Collection” shall mean the date set out in clause 5.2.

1.5 “Place of Collection” shall mean the place set out in clause 5.2.

1.6 “Return Date” shall mean the date set out in Clause 5.3.

1.7 “Place of Return” shall mean the place set out in clause 5.3.

1.8 Unless it is evident from the context and having regards to the generality of this Car Lease Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.9 The heading names in this Car Lease Agreement are provided as reference only and do not form part of the Agreement.

1.10 This Car Lease Agreement may be executed in both English and other languages. If there is a conflict between the Agreement in its various translations the English version shall prevail.

1.11 The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of the Agreement.

1.12 This Car Lease Agreement may be executed either in one original or in two counterparts.

1.13 The terms of this Car Lease Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Car Lease Agreement.



2. OBLIGATIONS OF THE LESSOR

It is agreed that the Lessor shall make the Vehicle available to the Lessee for the duration of this Car Lease Agreement to be collected from the specified Place of Collection on the specified date of collection.

3. OBLIGATIONS OF THE LESSEE

It is agreed that the Lessee shall make use of the Vehicle during the operation of this Car Lease Agreement in accordance with terms of this Car Lease Agreement and will return the Vehicle to the Place of Collection on or before the Return Date with the same fuel level as when the Vehicle was received. It is further agreed that the Lessee will pay the Lease Rates promptly and shall observe the terms and conditions set out in Clause 7.

4. LEASE RATES/PAYMENTS

4.1 It is agreed that the Lessee shall pay the Lessor \$_____ per month. Said rates are to be paid net of any and all taxes or duties if applicable.

4.1.1 It is agreed that there will be a onetime payment of **\$50** for each additional drivers listed by the Lessee.

4.1.2 It is agreed that will be a security deposit paid at the commencement date on the agreement for \$_____

4.2 Mode of payment:

Cash Credit/Debit Card Company Check

Distinct Imports Ltd.
Main Street Walkers Road, George Town
P.O. Box 2415 Grand Cayman, KY1-1105, Cayman Islands
sales@distinctimports.net or info@distinctimports.net
distinctimports.net
345 949-6199 or 345 929-6199



4.2.1 Credit/Debit Card Monthly Payment Agreement

I, _____ hereby deemed as the Lessee authorize Distinct Imports Ltd. T/A Distinct Auto Leasing & Rentals (the “Lessor”) to charge my credit/debit card indicated below on a regular basis for the monthly lease payments due under the terms of this Vehicle Lease Agreement.

I understand that the regularly scheduled payment, or the amount designated, will be automatically charged on the agreement date per calendar month.

If the payment date falls on the 29th, 30th, or 31st, for months with a shorter number of days, we will charge your debit/credit card on the last day of the month (or the following business day if the last day of the month is a Sunday or holiday). If the payment date falls on a Sunday or holiday, we will charge your credit/debit card the following business day.

This authorization will remain in effect until the end of your lease. You may elect to cancel your authorization in writing at any time up to 2 business days before the regularly scheduled payment date.

Name(s) _____

Debit/Credit Card No. _____

Expiry Date. _____ Security Code _____

Signature

Date



5. DURATION OF AGREEMENT AND DATES AND PLACE OF COLLECTION AND RETURN

It is agreed that:

5.1 This Car Lease Agreement shall commence on the date of its execution and shall have effect until any of the following occurrences at which point the Agreement will end:

5.1.1 The failure of the Lessee to pay any Lease Rates due under this Car Lease Agreement within 2 (two) days of them falling due provided that such delay was not expressly agreed between the Parties.

5.1.2 The provision of 7 (seven) days 'notice in writing by the Lessee with the intent to break the lease before the agreed term, at which time the security deposit will become non-refundable.

5.2 The Vehicle shall be collected on [REDACTED] provided all requirements has been met and submitted to Distinct Imports Ltd. located at Main Street, Walkers Road, George Town, Grand Cayman, Cayman Islands.

5.3 The Return Date.

5.3.1 The Vehicle shall be returned on [REDACTED].

5.4 The Vehicle shall be returned to location where said car was collected at the commencement of this agreement.



6. USAGE OF VEHICLE

It is agreed that the purpose of the Vehicle shall be for personal social and domestic purposes only. **Strictly no commercial use.**

7. WARRANTIES AND INDEMNITIES

It is agreed that:

7.1 Both Parties warrant that they have the necessary power and approval to enter into this Car Lease Agreement.

7.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Car Lease Agreement.

7.3 The Lessee undertakes to pay all Lease Rates to the Lessor promptly and not to unreasonably withhold payment.

7.4 The Lessee undertakes to permit only Approved Drivers to operate the Car during the operation of the Car Lease Agreement.

7.5 The Lessee undertakes that all Approved Drivers and themselves shall only operate the car when sober and fit to drive and will follow the rules of the road at all times.

7.6 The Lessee undertakes to return the Vehicle on written instruction from the Lessor.

7.7 The Lessor undertakes not to request the return of the Vehicle unreasonably.

7.8 The Lessee undertakes not to take the vehicle out of country.

7.9 The Lessee undertakes to pay all fuel costs.

7.10 The Lessee undertakes to keep the vehicle in good care and maintenance throughout the lease agreement.



7.11 The Lessor undertakes to meet the costs of all routine vehicle maintenance and repairs due to normal wear and tear.

7.12 Where the Vehicle requires towing, garage services and repairs for any reason this shall be arranged by the Lessee but with the prior approval of the Lessor.

7.13 The Lessor undertakes to replace the vehicle with a similar vehicle if the vehicle is irreparably damaged or beyond the economic cost of repair provided the Lessee is not at fault or cause of such irreparable damages.

7.14 The Lessee agrees to pay a \$495 deductible for any damages incurred during the term of their lease where no third party was held accountable or found to be a fault.

7.15 In the event of a collision the Lessee undertakes to reimburse any costs and loss howsoever arising as a result of the collision which are not covered by the insurance including but not limited to the payment of the deductible (or excess) on the insurance policy (if any).

7.16 The Lessee undertakes not to sub-lease the Vehicle or give to any unauthorized driver on loan.

7.17 The Lessee agrees not to use the Vehicle for any purpose other than those set out in clause 6.

7.18 The Lessee undertakes to inform the Police, the Lessor and the Insurance Company immediately if the Vehicle is stolen or is suspected of being stolen.

7.19 The Lessee agrees to hold harmless, to indemnify and to keep indemnified the Lessor for any and all losses howsoever arising in connection with injury, death and damage to property caused by the Vehicle.

7.20 The Lessee agrees to be held liable at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the vehicle.



7.21 The Lessee agrees to be held liable at any time when the vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them.

7.22 The Lessee agrees to hold harmless, to indemnify and to keep indemnified the Lessor for any and all losses howsoever arising due to late payment of the Lease Rates or late return of the Vehicle.

7.23 The Lessee shall not operate the vehicle or allow it to be operated in circumstances that constitute an offence under the Cayman Islands Traffic Law.

7.24 The Lessee agrees to be held solely responsible for any damages, injuries or destruction of property cause with the leased vehicle if they or any authorized driver did so while driving under the influence of drugs, alcohol or any other illegal substances.

7.25 The Lessee shall not operate or allow the vehicle to be used in involvement with any illegal activity.

7.26 The Lessee agrees to be held responsible for all costs associated with any fine or penalty imposed as a result of prosecution for breach of any law.

7.27 The obligations and benefits under this Car Lease Agreement may be assigned by either party provided that the other Party first agrees in writing to said assignment.

7.28 The failure or delay by either Party to enforce any term of this Car Lease Agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

7.29 Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under this Car Lease Agreement.

7.30 Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system stated in clause 10.



8. VARIATION

Any variation to this Car Lease Agreement shall be made in writing and signed by both parties with the exception of variations of Schedules A and B of the agreement which must be signed and dated by both parties.

9. NOTICES

Any notice served under this Car Lease Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

10. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

10.1 This Car Lease Agreement is made under the exclusive jurisdiction of the laws of the Cayman Islands.

10.2 Disputes under this Car Lease Agreement shall be subject to the exclusive jurisdiction of the courts of the Cayman Islands.



IN WITNESS WHEREOF, each of the Parties has executed this Car Lease Agreement:

LESSOR

Distinct Imports Ltd. T/A Distinct Auto Leasing & Rentals Date

LESSEE

First Name: _____ Last Name: _____

SIGNATURE DATE

WITNESS

First Name: _____ Last Name: _____

SIGNATURE DATE



Schedule A

Particulars of the Vehicle Being Leased:

Vehicle Registration Number: _____

Vehicle Make: _____

Vehicle Model: _____

Vehicle Color: _____

Year of Manufacture: _____

Engine Capacity: _____

Mileage at start of lease: _____

Desired Lease Period: 3 Months 6 Months 9 Months 12 Months

Fuel Type (Diesel, Petrol, LPG, Electric): **Gas**

Fuel Level at start of lease: **Full Tank**

Details of Insurer (name and address): **Cayman First Insurance**

Distinct Imports Ltd.
Main Street Walkers Road, George Town
P.O. Box 2415 Grand Cayman, KY1-1105, Cayman Islands
sales@distinctimports.net or info@distinctimports.net
distinctimports.net
345 949-6199 or 345 929-6199



Schedule B

Particulars of the Approved Drivers:

The following shall be the Approved Driver (s)

Name	Driver's License Number	Expiry Date
_____	_____/_____/_____	_____/_____/_____
_____	_____/_____/_____	_____/_____/_____

LESEE'S

Home Address: _____

Work Address: _____

Cell Phone: _____

Work Phone: _____

Emergency Contact: _____

Phone: _____

Date: _____