

MAJESTIC LEISURE & TOURS SDN BHD

(KPL/LN 5987) (Co No:573432-P)
LOT 1084, 1ST FLOOR, JALAN MERPATI, 98000 MIRI
SARAWAK, MALAYSIA
Tel: 085-417753, 427751 Fax: 085-437751
EMAIL: info@borneotravelnetwork.com
website: www.borneotravelnetwork.com

MLT NO. _____

AGREEMENT

(Vehicle Owner-Rental Agreement)

This Agreement is made this day the _____ between Sanctuary Borneo Travel Agency Sdn. Bhd. (a licensed rent a car company) (KPL/LN 5987 whose address is at Lot 1084, 1st Floor, Jalan Merpati, 98000 Miri, Sarawak, Malaysia. Telephone contact: 6085-417753, 427751, Fax: 6085-437751. After Office hours: 012-8291812, 016-8726262. 012-8702325 On one part (herein after referred as the "owner") AND the party whose particulars and signature appears herein below (hereinafter referred as the "Renter") of the other part in respect if the rental of the vehicle described herein below (hereinafter referred as the "vehicle")

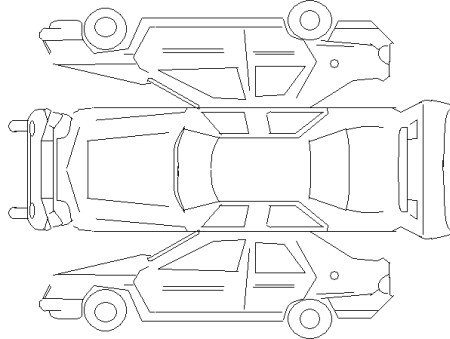
PARTICULARS OF RENTER

Name of Renter:
NRIC/Passport No.
Nationality :
Name of Employer :
Office Address :
Residence of Address:
Telephone Ctc: (O) _____ (H) _____
Driving License No :
Date of Issue:
Date of Expire:
Place of issue :

Name of Additional Driver:
NRIC/Passport No:
Driving License No:
Date of Issue:
Date of Expire:
Place of Issue:
RATE OF RENTAL:
per Hour :
Per day :
Per week:
Per Month:
Additional Hours Charges :
Payment By :
Cash:
Credit Card Info :

PARTICULAR OF THE VEHICLE

Model Of Vehicle:
Registration No:
Odometer reading:
(at the time of hiring)
Date:
Odometer Reading:
(at the time of return) Date:
Condition of the Vehicle (indicate any damage)



Radio Cassette [y]
Alarm [y]
Car Keys/Alarm Remote [y]
Tool Bag [y]
Jack & Handle [y]
Spare Wheel & Tyre [y]
Air Conditioner [y]

Accessories :Please tick below)

Date this day of _____ 20_____

I / We agree to the above terms and condition and set out my/our signature hereunder,

.....
Signature Renter
Credit detail for security purpose:
Card Holder Name:

Visa / Master/Amex/Diner/JCB Credit Card No:

Expiry Date :

3 digit CVV No:

Photo Copy Both side credit card
My Card or Passport

EMERGENCY CONTACT PERSON:-

Name:..... Relation:

Address (H) :

Address (O) :

Contact No. (H) (O) (H/P)

.....
Signature of owner / Authorized staff
Inspection of the said vehicle upon return to the
owner
Comments:

.....
Signature of owner / Authorized staff

TERMS AND CONDITION OF RENTAL

- (1). General Maintenance of the Vehicle (for long term rental)
 - a) The owner will responsible for general service of the said vehicle once in every 3 month or every 5000 KM whichever comes first.
 - b) Replenish / replace liquids such as brake oil, brake pad/disc, radiator coolant, battery water, air-conditioner gas, wiper and wiper water and all other that is necessary for the better running of the said vehicle.
 - c) Periodical inspection to ascertain the roadworthiness of the vehicle and undertake to repair when necessary for normal wear and tear.
 - d) Replace of worm out tyres. Damaged tyre may be replaced free of charge if the damage is caused through no fault of the Renter.
 - e) Pay for the insurance coverage and road tax for the vehicle when expire.
 - f) Ensure that the said vehicle is in good condition always prior to the hiring.
- (2). Amount Payable while Vehicle under Normal Service or Repair. Rent payable by the Renter is deductible when the said vehicle could not be utilized due to normal service or replacement of parts due to wear and tear.
- (3). Payment of Deposit
To pay RM2000 deposit soon after this agreement is signed of which is refundable subject to deduction for any damage or loss to the vehicle or to its accessory.
- (4). Payment of Rental
 - a) RM_____ deposit must be made in full for the whole tenure of hiring
 - b) RM_____ monthly payment must be made on or before the expire of the period of rental or before the start of succeeding month.
 - c) Late payment of rental will be charged of interest at the rate of 8% per annum.
 - d) If damaged is caused due to accident during the tenure of rental no refund is claimable for unused period of rental and if full payment has not been made for the while tenure of rental the remaining portion, although not utilized must be settle in full.
- (5). Damages, Loss, Accident and theft
 - a) Renter is liable to pay for all damages to the screen of the vehicle however the manner of the damage is caused, negligence or otherwise provided always that the vehicles being or while in use or during the tenure of the hiring.
 - b) Renter is liable to pay the owner in the event of theft to the vehicle or theft to any accessories fitted therein. The amount charged shall be RM5,000.00 for loss of vehicle and the actual cost for loss of accessory.
 - c) Rental shall report immediately to the owner in the event of accident or theft.
 - d) In the event of an accident either by negligence of the Renter or otherwise, the Renter shall be liable to pay RM2,000.00 for sedan car / Van and RM4,000.00 for 4-Wheel Drive vehicle to the owner for loss of use of the vehicle.**
 - e) Renter shall be responsible for damaged caused if refueling is made with wrong fuel. E.g. Diesel into gasoline tank and vice versa.
- (6). General Restriction as to used of the Vehicle
 - a) Never to drive the said vehicle out the state of Sabah without the prior consent of the owner.
 - b) Never use or utilize or allow to be used or utilized or caused to be used or utilized the said vehicle to transport any good or goods that is/are not permitted by law. The Renter takes full responsibility if such offence is committed.
- (7). Summons, Parking tickets etc.
 - a) To pay for the parking fees, summons whether by the police or the Road Transport Department for any offence committed during the tenure of hiring of said vehicle. In the event that summons sent by the Police or other competent authority after the hiring period but offence/s was committed by the Renter during his/her/its tenure of hiring, the Renter permits or cause to permit the owner of the said vehicle to provide the police other competent authority the Renter's name, license, address, telephone contact and other relevant information that may be needed.
 - b) To hand over the said vehicle to the owner when demanded for whatever reason provided always the amount of deposit paid refunded.
 - c) Only a driver with a valid driving license may drive the said vehicle. In no circumstance the Renter sub-rents or allow any other person to drive the said vehicle, other than that already stated his/her name in this agreement.
 - d) To accept responsibility if by mistake or negligence or sheer ignorance the Renter fills the vehicle's fuel tank by diesel when the said vehicle is powered by gasoline and vice-versa.
 - e) Not to drive Saloon or Van vehicle to Batu Niah, Bintulu, Sibul, Kuching, Brunei, Labuan or places where the roads are unseal or gravel surface. Renter shall be responsible for damaged caused**
 - f) To notify the owner if further hiring of the said vehicle is needed for a least 6 hours prior to the expiry of the hiring.
 - g) That he has read and understood all the terms of contract stated hereinabove and has reasonable inspected the said vehicle prior to signing of this contract
- (8). LIABILITY
 - A) We highly recommend all tour members to purchase accident, baggage and general liability insurance to protect their travel plan.
 - B) The organizer has the sole and absolute discretion to cancel or shorten their duration of any tour in event of force injury, hostilities, accident or other circumstance beyond the control of the organizer which render unnecessary in the organizer reasonable opinion that such step to be taken. The organizer shall be relieved from all liability for any injury, damage, loss, and accident with any serious injury resulting directly or indirectly from acts of God. Strike and Government regulations, theft, failure of any means, discrepancies or charges of which it has no control.