

Car Rental Agreement Between Vendor and App Platform

This agreement (the "Agreement") is made on [DATE] between [VENDOR NAME] (the "Vendor") and ACE CAR (the "App Platform").

1. Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- "Vehicle" means any car, truck, van, or other motor vehicle that is owned or leased by the Vendor and is made available for rent through the App Platform.
- "Reservation" means a booking made by a Customer through the App Platform to rent a Vehicle from the Vendor.
- "Rental Period" means the period of time during which a Customer rents a Vehicle from the Vendor, as specified in the Reservation.
- "Rental Fee" means the amount of money paid by the Customer to the Vendor for the rental of a Vehicle, as specified in the Reservation.
- "Customer" means any individual or entity who rents a Vehicle from the Vendor through the App Platform.

2. Obligations of the Vendor

The Vendor agrees to the following:

- To make available for rent through the App Platform a fleet of Vehicles that are in good condition and safe to operate.
- To respond to all Reservations in a timely manner and to provide Customers with the Vehicles that they have reserved.
- To maintain all Vehicles in accordance with the manufacturer's recommendations and to ensure that all Vehicles are properly insured.
- To provide Customers with all necessary documentation, such as rental agreements and insurance policies, at the start of the Rental Period.
- All payments will be made on the App Platform only
- Vendor agrees for the platform charges and applicable taxes
- Providing safe and reliable vehicles: Vendors are responsible for ensuring that their rental vehicles are in good condition and safe to operate. This includes maintaining the vehicles in accordance with the manufacturer's recommendations and ensuring that they are properly insured.

- Honoring reservations: Vendors must honor reservations made by customers through the App Platform. This means providing customers with the vehicles that they have reserved and ensuring that the vehicles are available at the agreed-upon time and location.
- Providing accurate information about rates and fees: Vendors must provide customers with accurate information about rental rates and fees, including any additional charges that may apply. This information should be clearly displayed on the App Platform and in the rental agreement.
- Being transparent about rental policies: Vendors must be transparent about their rental policies, including their cancellation and return policies, as well as their damage waiver and insurance options. This information should be clearly explained to customers before they rent a vehicle.
- Providing good customer service: Vendors should strive to provide customers with a positive rental experience. This includes being responsive to customer inquiries and resolving any issues that may arise promptly and courteously.

Vendor responsibilities during a car accident in a car rental include:

- Providing assistance to the customer: The vendor should provide assistance to the customer in the aftermath of an accident, such as helping them to contact the police, insurance company, and roadside assistance.
- Assessing the damage to the vehicle: The vendor should assess the damage to the vehicle and determine whether it is safe to drive. If the vehicle is not safe to drive, the vendor should provide the customer with a replacement vehicle.
- Filing a claim with the insurance company: The vendor should file a claim with the customer's insurance company to cover the cost of repairing or replacing the vehicle.
- Cooperating with the customer's insurance company: The vendor should cooperate with the customer's insurance company to investigate the accident and process the claim.

Vendor Claims:

- The vendor must report all claims to the app platform as soon as possible. This can be done by phone, email, or through the app platform's website.
- The app platform will then review the claim and determine whether it is covered by the insurance policy.
- If the claim is covered, the app platform will file a claim with the insurance company.
- The insurance company will then investigate the claim and determine whether to approve it.

- If the claim is approved, the insurance company will pay the vendor for the cost of repairs or replacement of the vehicle.
- The vendor must provide the app platform with all necessary documentation, such as estimates for repairs, police reports, and medical records.
- The vendor must cooperate with the insurance company's investigation.
- The vendor may be required to obtain prior approval from the app platform or insurance company for certain types of repairs or replacements.

3. Obligations of the App Platform

The App Platform agrees to the following:

- To provide the Vendor with access to its platform and to promote the Vendor's Vehicles to Customers.
- To process all Reservations and to collect payment from Customers on behalf of the Vendor.
- To provide the Vendor with reports on all Reservations and Rentals.
- To provide Customer support to Customers who have rented Vehicles from the Vendor through the App Platform.

4. Fees

The Vendor agrees to pay the App Platform a commission on all Reservations, as agreed upon in writing. The App Platform shall invoice the Vendor for the commission on a monthly basis.

Calculation:

$$\text{Vendor fee} = (\text{Customer fee} * \text{Vendor profit ratio}) - (\text{Customer fee} * \text{GST of 12 percentage})$$

$$\text{App platform fee} = \text{Customer fee} - (\text{Vendor fee} + 12\% \text{ GST})$$

For example, if the customer fee is ₹100, the vendor profit ratio is 75%, and the GST percentage is 12%, then the vendor fee and app platform fee would be calculated as follows:

$$\text{Vendor fee} = (\text{₹100} * 75\%) - (\text{₹100} * 12\%) = \text{₹75} - \text{₹12} = \text{₹63}$$

$$\text{App platform fee} = ₹100 - (₹63 + ₹12) = ₹25$$

Therefore, the vendor would receive ₹63 and the app platform would receive ₹25 from the customer fee.

It is important to note that this is just a basic formula and the actual vendor and app platform fees may vary depending on a number of factors, such as the specific terms of the agreement between the vendor and the app platform, the type of vehicle being rented, and the location of the rental.

Additional Charges:

- One-time charge: The app platform can charge the vendor a one-time fee of INR 2000 for the cost of the GPS tracking device. This fee can be charged when the vendor signs up for the app platform or when they add a new vehicle to their fleet.
- Annual recharge: The app platform can charge the vendor an annual fee of INR 1500 for the cost of the GPS tracking device subscription. This fee can be charged on the anniversary of the date the vendor signed up for the app platform or on the anniversary of the date they added a new vehicle to their fleet.

Here are some additional rules that ACECAR will consider when charging vendors for GPS tracking devices:

- The app platform may want to waive the one-time charge for vendors who sign up for a long-term contract.
- The app platform may want to offer a discount on the annual recharge fee for vendors who rent a certain number of vehicles through the platform each month.
- The app platform may want to allow vendors to pass the GPS tracking device charges on to their customers.

5. Term and Termination

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party upon 30 days' written notice to the other party.

Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches any of its obligations under this Agreement.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of the vehicle being used during the rental period.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

8. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

9. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Vendor:

[VENDOR NAME] [VENDOR ADDRESS]

If to the App Platform:

ACECAR ,TIRUPATI-517501

or to such other address as either party may designate in writing from time to time.

11. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

12. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[VENDOR NAME]

ACECAR