



**The Little Big Tug Company Ltd
Sample Vehicle Rental Agreement**

Rev:02 10/01

This Agreement is entered into by the Parties named herein who by their signatures upon this document agree to the terms and conditions laid down covering the rental of the identified Vehicle contained herein. The effective date of this Agreement shall be deemed to be the date upon which the Signatures are affixed to this document. The advised delivery date of rental Vehicles, and the advised commencement of payment of rentals may differ, and will be shown separately on this document.

The Owner and Renting Party (RP) shall for the purposes of this document always be The Little Big Tug Company Limited c/o Howard Painter & Co. Ltd., Chartered Accountants, 26 Sansome Walk, Worcester WR1 1LX England. For all correspondence in relation to this Agreement all matters should be addressed to Mr Mark Percival @ Annesley House, Barbourne Crescent, Worcester WR1 3JF United Kingdom Contact details - Tel: 01906 616282 (UK) 00 44 1905 616282 (International) Fax: 01905 616449 (UK) 00 44 1905 616449 (International), E-Mail mgpilbtc1whale@btconnect.com Mobile 079 79 770902.

The Customer (C) for the purposes of this Agreement shall be:-

Contact Information

The Vehicle (V) shall be identified as the following:-

One Aircraft Heavy Towing Tractor Model T80 – Serial Number _____.

The above identified (V) will be made available to the (C) by the (RP) upon the mutually agreed start date being _____. The (RP) will arrange for the delivery of the (V) to the requested site as directed by the (C) at the (C) expense unless otherwise agreed and noted here

_____. The (V) is only to be operated at those sites, in the territory that have previously been agreed with the (RP).

For it's part the (RP) will provide the (V) in a fully operational and tested condition, free of any known mechanical defects or any known conditions which will affect the safe and reliable operation of the (V). The (V) will be available to the (C) prior to delivery to site for inspection by the (C). It is recommended that the (C) take the full opportunity to inspect the (V) and familiarize itself with the machine its condition and operation. The (RP) will upon delivery of the (V) to site provide a Maintenance set-up program, comprising of a full service check upon delivery to ensure upon acceptance by the (C) that the condition and standard of the (V) is noted and accepted. An acceptance sheet will be issued at this time including 4 X Corner Reference photographs.

Once the (V) has been delivered and accepted by the (C) the (C) will be responsible for the following aspects of the operation of the (V):-

To ensure that the (V) is fully insured against all risks, and to note on its own Insurance Policy/ies the (V) and the (RP) interest in the (V).

To ensure that at all times the (V) is operated by designated trained personnel and that it is operated in a safe and satisfactory manner, and that the (V) is not abused by its Operators.

To ensure that the vehicle is stored securely whilst not being used and access to the vehicle is not at any time compromised.

To indemnify the (RP) as the Owner of the (V) against all liabilities, claims, damages, consequential damages, losses expenses, demands and costs, howsoever caused or arising including any claim made by a third party in respect of the use and operation of the (V) in its normal operational environment.

In the matter of Maintenance the following will apply:-

The operating hours allowed for within this rental contract are 63 hours per week or 9 hours per day. In the event that the (V) exceeds these hours over the total rental period a charge of _____ per hour will be made at the end of the rental period for the hours exceeding this figure.

The (C) will be responsible for the Maintenance of the (V) during the period of rental, carrying out the daily/weekly/monthly/3monthly maintenance schedules as indicated in this Agreement. In addition to this maintenance the (C) will be required to make the (V) available to the Engineer of the (RP) for a period of 8 hours once a month, to carry out a monthly maintenance service visit which is an inclusive integral part of this Rental Agreement. The (RP) will give the (C) 10 days prior notice of this visit and will allow the (C) to nominate a time within a 24 hour period. In the event that the (V) develops a fault considered to be outside of the normal expected maintenance of the (V) then the (C) should notify the (RP) within 24 hours to allow the (RP) to arrange for an immediate assessment of the fault by its Engineer, who will then advise a course of action to seek to serve to rectify the fault, or if the fault for whatever reason is sufficient to require adjustment/substitution to the rental contract to advise accordingly. In the event of any fault/damage being diagnosed as being the result of abuse or Operator error or, of any negligent cause, the (RP) will hold the (C) responsible for its rectification and all costs associated with the rectification process. Where any dispute arises out of such an incident, which cannot be mutually settled by the Parties, a mutually agreed Independent Engineer will be called upon to examine the (V) to make an assessment and diagnosis. This Engineers report will be binding on all parties. If either during the monthly service visit carried out by the (RP) Engineer, or by other means, it is found that the (V) is being abused, then the (RP) will ask the (C) to investigate and rectify the abuse, if it fails to remedy the situation the (RP) reserves the right, upon giving written notice (7 days) to remove the (V) from the (C) possession.

NO matter of maintenance shall relieve the (RP) of the obligation to pay the due rentals on the due dates without deduction.

The fixed rental period covered by this agreement shall be for _____ months, this period of rental shall only be able to be terminated by the (RP) for matters of default under the terms and conditions of this Agreement, otherwise the (RP) grants to the (C) the quiet usage of the (V) for this period. The minimum period of notice under this Agreement shall be _____ Month/s in which the (C) is required to advise the (RP) of its future requirements of the (V).

The Rentals payable under this agreement shall be _____ stg pounds per week (equivalent to a daily rate of _____ (stg) or part thereof calculated as a monthly rental of _____ stg per month. This rental is payable monthly in advance, and monthly thereafter by Bankers standing order to the bank account as nominated under this Agreement. All rentals will be subject to VAT at the prevailing rate currently (17.5%). All other costs associated with this Agreement (Transport to and from Site) will be invoiced separately for payment within 30 days of invoice.

Any failure to pay the due rentals on time will be considered to be a breach of this Agreement, failure to pay two consecutive rentals will be considered a terminal breach of the Agreement, and the (RP) reserves the right (should it choose to exercise the right) to remove the (V) from the (C). In the event that the (C) fails to pay the rentals due and the (RP) is forced to repossess the (V) from the (C) the (RP) will be entitled to claim from the (C) the removal expenses, any maintenance costs that may be applicable, and any outstanding rentals that would have been due under the fixed term of the Agreement.

During the period of this Agreement the (RP) will not unduly withhold permission for the (C) to place the (V) at nominated sites as may be required for operational purposes, or where required by other contracts held by the (C) to have a third party operate the (V) on its behalf , save always that these matters be agreed with the (RP) in writing beforehand, and upon the same conditions as apply in this Agreement.

Prior to completion of this Agreement the (RP) will arrange that for the last service and inspection visit carried out by its Engineer to produce a Vehicle Condition report (VCr) which will advise the (C) of the condition of the (V) in direct relation to its required return conditions, noting any areas requiring attention. This will be provided to the (C) a minimum of 21 days prior to the intended removal date of the machine, allowing the (C) time to rectify any areas in accordance with the (VCr) prior to removal. Should the (C) fail to carry out such notified work then the (RP) will reserve the right to have the work completed at the (C) expense after removal of the (V).

The stated return conditions as indicated in this document will apply to all rentals.

This Agreement is subject to English Law, and the (C) submits to the jurisdiction of the English Courts, any Arbitration of any disputes that cannot otherwise be settled mutually by all Parties will be settled by Arbitration as appointed by the Law Society of Chancery Lane, London England. Any Arbitration decision shall be binding on all Parties. All notices and communications under this Agreement should be made in writing and either sent by 1st Class Mail, by Facsimile, or by E-Mail with a follow-up copy confirmation by Mail. These shall be deemed to have been received within 72 hours of being sent.

The designated Site of usage of the (V) shall be for the purposes of this Agreement:-

In witness thereof of their acceptance of the terms and conditions laid down in this document, the parties shall here affix their signatures so:-

For and on behalf of The Little Big Tug Company Limited, c/o Howard Painter & Co. Ltd., Chartered Accountants, 26 Sansome Walk, Worcester WR1 1LX ENGLAND

_____ Date _____.

Director _____

For and on behalf of the Customer :-

_____ . Date _____.

Designation & Title

The advised delivery date of the (V) to Site is _____.

The advised cost of delivery and removal from Site is _____.

The advised start date for rentals payable under this Agreement is _____.

All rentals payable under this Agreement should be paid to:-

The identified service features below are the minimum required maintenance tasks to be carried out by the (C).

DAILY

- Check Fuel Levels
- Check Oil Levels
- Check Coolant Levels
- Check Tyres – Visual
- Check Operation of All Instrumentation/Control Guages
- Check Operation of All Lights/Wipers/
- Check Operation of Brakes/Steering

WEEKLY

- Check Tyre Pressures
- Check Battery
- Check Hydraulic Oil Level
- Check Brake Fluid Level
- Check all Drive Belts (if applicable)
- Check Operation of Emergency Stop Switches
- Check all Wheel Nuts

MONTHLY _____ This Service will be carried out by LBTC.

- Drain & Replace Engine Oil
- Replace Oil Filter
- Replace Fuel Filter
- Check Air Induction Tract Clean or Replace Air Filter Element
- Lubricate Grease Points
- Check & Drain Air Tanks
- Check Both Axle Oil Levels

3 MONTHLY

- Check & Adjust Brakes & Brake Shoes
- Check Alternator & Charging System
- Flush & Drain Coolant & Refill
- Lubricate Prop Shafts & Drive Shafts
- Lubricate and Grease all Hinges (Doors/Engine Bay Panels/EngineCowl)
- Check & Torque all Nuts & Bolts as Advised -
- Check All Steering Joints

NB: Service Sheets are required to evidence work carried out, noting always the operational hour metre reading. Sheets can be provided if needed, any failure to complete sheets can potentially damage any claims made without such sheets evidencing the work or problems.

Vehicle Return Conditions – Applicable to all Rentals

Vehicle is to be returned within 40 hours of its last Monthly Service or a further Monthly service should be carried out.

Vehicle should be returned in the same cosmetic condition as delivered, save for allowable fair wear and tear. All vehicles should be clean. All glass should be complete and free from damage, all panels should be intact and free from significant marking or distortion. Any cosmetic work required prior to return, will be noted on the (VCr) issued by the (RP) Engineer.

Vehicle should be returned in a fully operational condition, for the benefit of the understanding of “operational” this is taken to mean that all functions performed by the (V) working parts, should be working as required. Example, switches should perform their operating function, all lights/gauges/beacons should work, horn should sound, wipers should wipe, doors/windows/panels should open and close and latch, all engine operations should function as designed, all steering, braking and driving modes and performance, should be as delivered.

On rental contracts of 6 months or longer the (V) tyres should carry a minimum of 50% of the available tyre tread depth when the vehicle is returned. Unless tyre depth when the vehicle was rented was noted as being non-conformist.