

北京市汽车租赁合同

出租人：_____

承租人：_____

北京市工商行政管理局
北京市交通委员会运输管理局 制定

二〇一五年十一月

说 明

1. 本合同文本为北京市工商行政管理局、北京市交通委员会运输管理局共同制定的合同示范文本。

2. 本合同文本不适用于以融资租赁为目的的汽车租赁经营活动。

3. 当事人在签订本合同前，请仔细阅读并理解合同条款。

4. 本合同文本及附件“□”后待选内容、空格部位待填内容及其他需要删除或添加的内容，请当事人协商确定。

“□”后待选内容，以划“√”方式选定；对于实际情况未发生或未做约定的，请在空格部位打“×”，以示删除或不适用。

术 语 解 释

1. 出租人：依法从事汽车租赁经营，为承租人提供汽车租赁服务的经营主体。
2. 承租人：与出租人订立汽车租赁合同，获得租赁车辆使用权及相关服务的自然人、法人或其他组织。
3. 保证人：为承租人向出租人提供保证担保，当承租人未履行合同约定义务时，代为履行义务或承担相应责任的第三方。
4. 保证金：承租人为保证履行合同约定义务，向出租人提供的金钱形式的担保。
5. 租赁车辆：出租人提供给承租人使用并已办理汽车租赁车辆备案的车辆，包括附属设施及车辆号牌、有效证件标志。
6. 附属设施：出租人向承租人随车提供的保证车辆安全和按照购车时出厂配置标准配备及后续添加的设施。
7. 有效证件标志：证明租赁车辆依法可以在道路上行驶的有关证件标志，包括行驶证、检验合格标志、机动车交通事故责任强制保险标志、环境保护标志等。
8. 替换车辆：出租人与承租人协商确定用以替换原租赁车辆，与原租赁车辆档次和功用相当的租赁车辆。
9. 租金：承租人为获得租赁车辆使用权而向出租人支付的费用，包含车辆使用费、折旧费、车辆保养费、车辆保险费、车辆替换费、车辆救援费和服务费等。除另有约定外，租金不包含承租人使用租赁车辆期间发生的燃料费、充电费、通行费、停车费、交通违法罚款、承租人另行要求增加的保险费用等费用。
10. 增值服务费：承租人因自愿选择增加保险险种、保险金额或异地还车、使用导航仪等附加服务而向出租人额外支付的费用。
11. 异地还车费：承租人异地还车时向出租人支付的费用。
12. 超时费：承租人使用租赁车辆超出合同约定的租赁期限时向出租人支付的超时部分的费用。
13. 超程费：承租人使用租赁车辆超出合同约定的行驶里程时向出租人支付的超程部分的费用。

北京市汽车租赁合同

根据《中华人民共和国民法典》、《北京市汽车租赁管理办法》等有关法律、法规、规章的规定，在平等、自愿、公平、诚实信用的基础上，各方就汽车租赁事宜协商订立本合同。

第一条 租赁车辆

1. 租赁车辆基本信息

租赁车辆详情见附件《北京市汽车租赁合同登记表》。

2. 交付的租赁车辆应当符合以下要求：

- (1) 行驶证证齐全有效且为出租人所有；
- (2) 已在本市交通运输管理部门办理备案手续；
- (3) 已按照国家、本市有关规定和本合同约定办理相应保险；
- (4) 技术性能良好、符合安全行驶条件；
- (5) 车内配备有效的车用灭火器、故障车警示标志牌和必要的维修工具。

第二条 租赁车辆的用途

承租人承租租赁车辆的用途应当为日常自用，不得用于或变相用于非法营运活动，具体用途见附件《北京市汽车租赁合同登记表》。

第三条 租赁期限

1. 承租人承租租赁车辆的期限见附件《北京市汽车租赁合同登记表》。

2. 租赁期限届满，本合同终止。承租人如需在租赁期限届满后继续承租的，应当按照合同约定期限提前向出租人提出，并经出租人同意后办理续租手续。

第四条 租车费用及支付方式

1. 租车费用包括租金、增值服务费、超时费、超程费及约定的其他费用。租车

费用标准及租金支付方式见附件《北京市汽车租赁合同登记表》。

2. 租赁期限内，承租人应当支付的租车费用不受国家或本市采取的限行措施影响。

3. 承租人应当在还车时一次性结清按照合同约定应当支付的租车费用。

4. 出租人应当在收取租车费用后及时向承租人开具符合规定的等额发票。

第五条 租车手续及车辆交接

1. 承租人应当按照附件《北京市汽车租赁合同登记表》约定的证照种类提供证照原件供出租人查验，并经核对无误后将复印件交出租人存档。

2. 出租人与承租人应当按照附件《北京市汽车租赁合同登记表》约定的交接车地点及方式，办理取车及还车时的车辆交接。

出租人与承租人应当共同对租赁车辆状况及附属设施、有效证件标志进行现场检验，确认无误后在《车辆交接单》上签字。签字确认的《车辆交接单》作为本合同附件。

第六条 履约担保

1. 承租人向出租人提供的履约担保方式见附件《北京市汽车租赁合同登记表》，担保范围包括：租金、利息、违约金、损害赔偿金、交通违法罚款、交通事故赔偿金、实现债权的费用及合同约定应当由承租人承担的其他损失和费用。

2. 选择保证金担保方式的，承租人应当在签订本合同时向出租人交纳保证金。出租人应当在收取保证金时向承租人开具相应单据，并不得将保证金挪作他用，不得在合同正常履行期间将保证金冲抵租金。在合同终止承租人交还租赁车辆时，除扣除担保范围内承租人应当承担的款项及保留交通违法保证金外，出租人应当将剩余保证金一次性无息退还承租人；除扣除交通违法责任范围内应当由承租人承担的款项外，出租人应当在合同约定期限内将剩余交通违法保证金一次性无息退还承租人。保证金不足以支付应当由承租人承担的款项，或保证金退还后发现存在其他未处理的交通违法行为或其他需要承担赔偿责任的情形，出租人仍有权要求承租人承担相应责任。

3. 选择银行卡预授权担保方式的，承租人应当在签订本合同时向出租人提供合

同约定额度的银行卡预授权担保。在合同终止承租人交还租赁车辆时，除扣除担保范围内承租人应当承担的款项外，出租人应当撤销剩余预授权冻结额度，承租人应当同时提供合同约定额度的银行卡预授权作为交通违法行为的担保；承租人交还租赁车辆后，除扣除交通违法责任范围内承租人应当承担的款项外，出租人应当在合同约定期限内撤销剩余预授权冻结额度。预授权冻结额度不足以支付应当由承租人承担的款项，或撤销预授权冻结额度后发现存在其他未处理的交通违法行为或其他需要承担赔偿责任的情形，出租人仍有权要求承租人承担相应责任。

4. 选择保证人担保方式的，保证人应当按照出租人要求办理担保手续，并在担保范围内为承租人承担连带责任保证担保责任。

第七条 出租人权利

1. 按照合同约定向承租人收取租车费用、保证金及其他相关费用；
2. 在不影响承租人正常使用前提下，通过合理方式了解租赁车辆的使用情况和安全状况；
3. 要求承租人按照合同约定用途使用租赁车辆；
4. 合同终止时收回租赁车辆及附属设施、有效证件标志。

第八条 出租人义务

1. 在租赁期限起始时点前按照合同约定将租赁车辆及附属设施、有效证件标志交付承租人；
2. 交付租赁车辆时如实提供租赁车辆技术状况、性能信息及保险信息；
3. 负责租赁车辆正常保养、机动车检验并承担相应费用；
4. 负责承租人正常使用租赁车辆出现故障的维修，由此导致承租人无法正常使用租赁车辆的，应当相应免费延长租赁期限或提供替换车辆，或按照合同约定租金标准减少租金；
5. 因承租人原因导致车辆损坏，需由承租人承担超出保险理赔范围的费用，收取维修费用应当公平、合理，并向承租人明示修理项目和修理工时等原始清单。
6. 自行或委托第三方提供本市行政区域内车辆故障、事故的 24 小时救援服务；

7. 按照合同约定为租赁车辆投保保险并承担相应保险费用；
8. 对所知悉的承租人信息承担保密义务。

第九条 承租人权利

1. 要求出租人按照合同约定交付租赁车辆及附属设施、有效证件标志；
2. 按照合同约定使用租赁车辆；
3. 要求出租人对租赁车辆在正常使用中出现的故障进行维修；
4. 获得出租人提供的本市行政区域内车辆故障、事故的 24 小时救援服务；
5. 获得出租人为保障租赁车辆正常使用所提供的服务，要求出租人负责租赁车辆的正常保养、机动车检验。

第十条 承租人义务

1. 如实向出租人提供合同约定的证照原件及其他手续资料；
2. 按照合同约定支付租车费用、保证金及其他相关费用；
3. 按照合同约定的燃料标准为租赁车辆添加燃料；租赁车辆的动力类型为电力的，应当按照相关操作规程及标准为租赁车辆充电；
4. 按照车辆性能、操作规程及合同约定用途使用租赁车辆，并遵守道路交通安全法律法规及相关规定，不得有以下行为：
 - （1）将租赁车辆用于驾校教练车或进行体育、竞技、抗震抗压等测试及其他具有破坏性的驾驶或实验；
 - （2）利用租赁车辆牵、推其他物体；
 - （3）利用租赁车辆运输、存放危险品或违禁品；
 - （4）利用租赁车辆从事或变相从事非法营运活动；
 - （5）利用租赁车辆进行违法犯罪活动和其他任何有损出租人或第三方合法权益的活动；
 - （6）将租赁车辆交由无驾驶证、驾驶证准驾车型与租赁车辆不符等人员驾驶；
 - （7）酒后驾驶或吸食（注射）毒品、国家管制的精神药品或麻醉药品后驾驶租赁车辆；

(8) 在患有妨碍安全驾驶机动车的疾病或过度疲劳影响安全驾驶情形下驾驶租赁车辆。

5. 安全、妥善保管租赁车辆及附属设施、有效证件标志。除本合同另有约定外，租赁车辆需要维修时，应当送至出租人指定维修厂维修，未经出租人同意不得擅自维修车辆，不得擅自改装、更换、增设他物；

6. 协助出租人按照规定期限对租赁车辆进行正常保养、机动车检验；

7. 不得侵犯出租人对租赁车辆的所有权，不得转借、转租、转卖、抵押、质押、典当租赁车辆；

8. 保证租赁车辆由合同登记的驾驶员驾驶。在租赁期限内承租人变更驾驶员的，应当事先征得出租人同意并办理变更手续；

9. 对非因出租人原因导致的救援，应当承担相应的救援费用，并可以自行选择救援单位；

10. 合同终止时及时交还租赁车辆及附属设施、有效证件标志。

第十一条 交通违法行为处理

1. 承租人应当对租赁期限内发生的交通违法行为承担全部责任，及时、主动处理交通违法记分，缴纳交通违法罚款，并在处理完毕后及时通知出租人。

2. 出租人发现租赁车辆在租赁期限内尚有尚未处理完毕的交通违法行为的，承租人应当在接到出租人通知后 15 日内处理完毕。

承租人未在上述期限内处理完毕的，出租人有权将承租人或合同登记的驾驶员作为责任人提交公安机关处理，并将该等信息列入汽车租赁行业承租人失信记录。

第十二条 保险与事故处理

1. 出租人应当为租赁车辆投保机动车交通事故责任强制保险，并按照合同约定向保险公司为租赁车辆投保机动车第三者责任险、车辆损失险等保险，租赁车辆已投保的险种及金额见附件《北京市汽车租赁合同登记表》。出租人未按照合同约定投保的，发生保险事故后应当比照保险公司保险赔付标准承担赔偿责任。承租人有权在出租人已投保险种及保险金额外要求增加保险险种或保险金额，由此产生的费

用由承租人承担。

2. 租赁车辆出险后，承租人应当立即向公安机关报案并保护现场，在 12 小时内通知出租人，在 48 小时内向保险公司报险，并协助出租人办理相关手续。

3. 属于承租人一方责任发生交通事故造成损失的，超出保险实际理赔范围的部分由承租人承担赔偿责任；出租人对损害发生有过错的，承担相应赔偿责任。属于第三方责任发生交通事故造成损失的，由出租人向该第三方追偿，承租人应当提供相应协助。

4. 承租人应当协助出租人办理保险理赔事宜，并及时将保险理赔所需资料送交出租人。因交通事故产生的各项费用由承租人先行垫付，并由出租人与承租人在保险公司赔付后 3 日内结清。因承租人原因导致无法获得保险理赔的，该损失由承租人承担。

5. 如租赁车辆被盗抢，出租人承担不低于 80% 的因盗抢造成的租赁车辆现值损失，承租人承担不高于 20% 的因盗抢造成的租赁车辆现值损失。

6. 发生交通事故如有承租方责任，事故车辆损失在 10000 元以上，承租方还应支付加速折旧费（按保险公司车辆定损额的 20% 计算）。需使用替换车辆，承租方按替换车辆支付租金。

第十三条 出租人违约责任

1. 逾期交付租赁车辆的，每逾期一日应当按照未交付车辆日租金标准的 20% 支付违约金。

2. 因出租人原因导致租赁车辆经具备法定资质的机动车检测机构认定不符合安全行驶条件的，承租人有权解除合同，并有权要求出租人按照该租赁车辆租金总额的 10% 支付违约金。违约金不足以弥补承租人损失的，出租人应当补足。

3. 未按照合同约定提供故障维修、救援导致承租人无法使用租赁车辆的，出租人应当退还租赁车辆停驶期间租金并按照停驶期间该租赁车辆租金的 20% 支付违约金。停驶时间超过 3 日的，承租人还有权解除合同，或聘请其他第三方提供维修救援服务，由此发生的费用由出租人承担。

4. 未按照合同约定结算、退还承租人租金、保证金、保险垫款等费用的，每逾期一日应当按照应付未付费用金额的 0.5% 支付违约金。

第十四条 承租人违约责任

1. 承租人逾期交还租赁车辆或租赁车辆每日行驶里程超出合同约定公里数的，应当按照合同约定向出租人支付超时费或超程费。

2. 承租人逾期支付租车费用的，每逾期一日应当按照应付未付金额的 0.5% 支付违约金，累计达到 3 次（含 3 次）逾期支付租车费用的，出租方有权解除合同收回租赁车辆，并收取相应违约金（违约金应当按照未履行部分租期租金总额的 20% 向出租人支付违约金）。

3. 承租人因自身原因提前解除合同的，应当按照未履行部分租期租金总额的 20% 向出租人支付违约金，已支付租金的，出租人在扣除违约金后应当将余款退还承租人。

4. 承租人未按照合同约定及时处理租赁期限内发生的交通违法行为的，除应当承担相当于交通违法罚款金额的款项外，每逾期一日还应当按照该租赁车辆日租金标准的 10% 向出租人支付违约金。

5. 承租人有下列行为的，出租人有权解除合同并收回租赁车辆：

（1）提供虚假信息的；

（2）转借、转租、转卖、抵押、质押、典当租赁车辆或有证据证明存在上述危险的；

（3）利用租赁车辆从事或变相从事非法营运活动或从事违法犯罪活动的；

（4）承租人未按照租赁车辆性能、正常操作规程及合同约定的用途使用租赁车辆，致使租赁车辆受到非正常损坏、灭失或者有证据证明存在上述危险的；

（5）擅自改装、更换、增设他物等改变租赁车辆原状的；

（6）拒绝协助出租人维修、保养租赁车辆或按时参加机动车检验的。

因上述原因致使租赁车辆损坏、灭失或无法收回的，承租人应当承担相应赔偿责任。

6. 因承租人原因导致租赁车辆被公安机关或第三方扣押的，承租人应当承担租赁车辆被扣押期间的租金及由此导致的其他损失。

7. 未尽妥善保管租赁车辆及附属设施、车辆号牌、有效证件标志义务的，承租人应当赔偿出租人由此受到的损失，包括但不限于补办车辆号牌、有效证件标志所

需费用及租赁车辆由此停驶期间的租金。

第十五条 争议解决办法

本合同项下发生的争议，各方应当协商解决，协商解决不成的，任何一方均有权按照附件《北京市汽车租赁合同纠纷登记表》约定的方式依法解决。

第十六条 特别约定

1. 本合同未尽事宜，各方可以在《北京市汽车租赁合同纠纷登记表》中补充约定，也可以另行签订补充协议。补充约定或补充协议中不得含有不合理地免除出租人责任、加重承租人责任或排除承租人主要权利的内容。

2. 《北京市汽车租赁合同纠纷登记表》及《车辆交接单》为本合同附件，是本合同不可分割的组成部分，与本合同具有同等法律效力。

3. 本合同自各方签订之日起生效。

出租人：

法定代表人或授权代表：

签订日期：

联系电话：

住所：

承租人：

法定代表人或授权代表：

签订日期：

联系电话：

住所：

保证人：

法定代表人或授权代表：

签订日期：

联系电话：

住所：

Car Rental Contract of Beijing

Lessor: _____

Lessee: _____

**Beijing Administration for Industry
and Commerce Transportation
Management Bureau of Beijing
Municipal Commission of Transport
November 2015**

Explanation

1. This contract text is a model contract jointly formulated by the Beijing Administration for Industry and Commerce and the Transportation Management Bureau of the Beijing Municipal Commission of Transport.
2. This contract text is not applicable to car rental business activities for the purpose of financial leasing.
3. Before signing this contract, the parties are requested to carefully read and understand the contract terms.
4. For this contract text and its annex, the content to be selected after "□", the content to be filled in the blank spaces and other content that needs to be deleted or added, please be determined through negotiation by the parties. For the content to be selected after "□", select it by marking "√"; for the actual situation that has not occurred or has not been agreed upon, please mark "×" in the blank space to indicate deletion or inapplicability.

Term Interpretation

1. Lessor: The business entity that is lawfully engaged in the operation of car rental and provides car rental services to the lessee.
2. Lessee: A natural person, legal person or other organization that concludes a car rental contract with the lessor and acquires the right to use the leased vehicle and related services.
3. Guarantor: A third party that provides guarantee surety for the lessee to the lessor and fulfills the obligations or assumes corresponding responsibilities on behalf of the lessee when the lessee fails to perform the contractual obligations as agreed.
4. Deposit: The guarantee in the form of money provided by the lessee to the lessor to ensure the performance of the contractual obligations as agreed.
5. Leased vehicle: The vehicle provided by the lessor for the lessee's use and which has been registered for car rental, including ancillary facilities, vehicle license plates and valid document signs.
6. Ancillary facilities: The facilities provided by the lessor along with the vehicle to the lessee to ensure vehicle safety and equipped in accordance with the factory configuration standards at the time of purchase and subsequently added.
7. Valid document signs: The relevant document signs that prove that the

leased vehicle can legally drive on the road, including driving licenses, inspection qualification signs, compulsory insurance signs for motor vehicle traffic accidents liability, environmental protection signs, etc.

8. Replacement vehicle: The leased vehicle determined through negotiation between the lessor and the lessee to replace the original leased vehicle, which is of the same grade and function as the original leased vehicle.

9. Rent: The fee paid by the lessee to the lessor for obtaining the right to use the leased vehicle, including vehicle usage fees, depreciation fees, vehicle maintenance fees, vehicle insurance fees, vehicle replacement fees, vehicle rescue fees and service fees, etc. Unless otherwise agreed, the rent does not include the fuel fees, charging fees, toll fees, parking fees, traffic violation fines, insurance fees for additional insurance coverage requested by the lessee separately during the period of using the leased vehicle and other fees.

10. Value-added service fee: The additional fee paid by the lessee to the lessor for voluntarily choosing to increase insurance types, insurance amounts or additional services such as returning the vehicle in a different place or using a navigator.

11. Off-site vehicle return fee: The fee paid by the lessee to the lessor when returning the vehicle in a different place.

12. Overtime fee: The fee paid by the lessee to the lessor when using the

leased vehicle beyond the lease period stipulated in the contract for the overtime part.

13. Overage fee: The fee paid by the lessee to the lessor when using the leased vehicle beyond the mileage stipulated in the contract for the overage part.

Term Interpretation

1. Lessor: The business entity that lawfully engages in the operation of car rental and provides car rental services to lessees.
2. Lessee: A natural person, legal person or other organization that concludes a car rental contract with the lessor and obtains the right to use the leased vehicle and related services.
3. Guarantor: A third party that provides guarantee surety for the lessee to the lessor and undertakes the obligation or assumes corresponding liability on behalf of the lessee when the lessee fails to fulfill the contractual obligations.
4. Deposit: The money provided by the lessee to the lessor as a guarantee for fulfilling the contractual obligations.
5. Leased vehicle: The vehicle provided by the lessor for the lessee's use and registered for car rental, including ancillary facilities, vehicle license plates, and valid document signs.
6. Ancillary facilities: The facilities provided by the lessor along with the vehicle to ensure vehicle safety and equipped in accordance with the factory configuration standards at the time of purchase and subsequently added.
7. Valid document signs: The relevant document signs proving that the leased vehicle can legally drive on the road, including driving licenses, inspection qualification signs, compulsory insurance signs for motor

vehicle traffic accidents liability, environmental protection signs, etc.

8. Replacement vehicle: The rental vehicle negotiated and determined by the lessor and the lessee to replace the original leased vehicle, which is of the same grade and function as the original leased vehicle.

9. Rent: The fee paid by the lessee to the lessor for obtaining the right to use the leased vehicle, including vehicle usage fees, depreciation fees, vehicle maintenance fees, vehicle insurance fees, vehicle replacement fees, vehicle rescue fees and service fees, etc. Unless otherwise agreed, the rent does not include the fuel fees, charging fees, toll fees, parking fees, traffic violation fines, and additional insurance fees requested by the lessee during the period of using the leased vehicle.

10. Value-added service fee: The additional fee paid by the lessee to the lessor for voluntarily choosing to increase insurance types, insurance amounts, or returning the vehicle in a different place, using a navigator and other additional services.

11. Off-site vehicle return fee: The fee paid by the lessee to the lessor when returning the vehicle in a different place.

12. Overtime fee: The fee paid by the lessee to the lessor when using the leased vehicle beyond the lease period stipulated in the contract. 13.

Overage fee: The fee paid by the lessee to the lessor when using the leased vehicle beyond the mileage stipulated in the contract. Car Rental

Contract of Beijing In accordance with the provisions of relevant laws,

regulations and rules such as the "Civil Code of the People's Republic of China" and the "Administrative Measures for Car Rental in Beijing", on the basis of equality, voluntariness, fairness and good faith, the parties negotiate and conclude this contract for car rental matters.

Article 1 Leased Vehicle

1. Basic information of the leased vehicle The details of the leased vehicle are shown in the annex "Registration Form of Car Rental Contract of Beijing".

2. The leased vehicle delivered shall meet the following requirements:

- (1) Complete and valid driving licenses and plates, and owned by the lessor;
- (2) Have completed the filing procedures in the municipal transportation management department;
- (3) Have taken corresponding insurances in accordance with the relevant provisions of the state and the municipality and the provisions of this contract;
- (4) Good technical performance and in line with safe driving conditions;
- (5) Equipped with effective vehicle fire extinguishers, warning signs for faulty vehicles and necessary maintenance tools in the vehicle.

Article 2 Use of Leased Vehicle

The purpose for which the lessee leases the leased vehicle shall be for daily personal use and shall not be used for or in a disguised form for illegal operation activities. The specific purpose is shown in the annex "Registration Form of Car Rental Contract of Beijing".

Article 3 Lease Term

1. The lease term of the lessee for the leased vehicle is shown in the annex "Registration Form of Car Rental Contract of Beijing".
2. Upon the expiration of the lease term, this contract shall terminate. If the lessee wishes to continue the lease after the expiration of the lease term, it shall be proposed to the lessor in advance in accordance with the agreed lease term and go through the renewal procedures after obtaining the consent of the lessor.

Article 4 Rental Fees and Payment Methods

1. Rental fees include rent, value-added service fees, overtime fees, overage fees and other agreed fees. The rental fee standards and rent payment methods are shown in the annex "Registration Form of Car Rental Contract of Beijing".
2. During the lease term, the rental fees that the lessee shall pay shall not be affected by the restricted driving measures adopted by the state or the municipality.

3. The lessee shall settle the rental fees that should be paid in accordance with the contract in one lump sum upon returning the vehicle. 4. The lessor shall issue an equivalent invoice in accordance with the regulations to the lessee in a timely manner after receiving the rental fees.

Article 5 Rental Procedures and Vehicle Handover

1. The lessee shall provide the original licenses and certificates of the types agreed in the annex "Registration Form of Car Rental Contract of Beijing" for the lessor to inspect, and after verification, hand over the copies to the lessor for filing.

2. The lessor and the lessee shall handle the vehicle pick-up and return in accordance with the agreed vehicle handover location and method in the annex "Registration Form of Car Rental Contract of Beijing". The lessor and the lessee shall jointly conduct on-site inspection of the condition of the leased vehicle and ancillary facilities, and valid document signs, and sign on the "Vehicle Handover List" after confirmation. The signed "Vehicle Handover List" serves as an annex to this contract.

Article 6 Performance Guarantee

1. The performance guarantee method provided by the lessee to the lessor is shown in the annex "Registration Form of Car Rental Contract of Beijing", and the guarantee scope includes: rent, interest, liquidated

damages, damages, traffic violation fines, traffic accident compensation, costs for realizing creditor's rights and other losses and expenses that should be borne by the lessee as agreed in the contract.

2. For those choosing the deposit guarantee method, the lessee shall pay the deposit to the lessor when signing this contract. The lessor shall issue the corresponding documents to the lessee when receiving the deposit and shall not use the deposit for other purposes, nor offset the deposit against the rent during the normal performance of the contract. When the contract terminates and the lessee returns the leased vehicle, except for deducting the amounts that the lessee should bear within the guarantee scope and retaining the traffic violation deposit, the lessor shall return the remaining deposit to the lessee in one lump sum without interest; except for deducting the amounts that the lessee should bear within the scope of traffic violation liability, the lessor shall return the remaining traffic violation deposit to the lessee in one lump sum without interest within the agreed contract term. If the deposit is insufficient to cover the amounts that should be borne by the lessee, or if other unprocessed traffic violations or other situations that require compensation liability are found after the deposit is returned, the lessor still has the right to require the lessee to bear the corresponding liability.
3. For those choosing the bank card pre-authorization guarantee method, the lessee shall provide the bank card pre-authorization

guarantee of the agreed amount to the lessor when signing this contract. When the contract terminates and the lessee returns the leased vehicle, except for deducting the amounts that the lessee should bear within the guarantee scope, the lessor shall cancel the remaining pre-authorization freeze amount, and the lessee shall simultaneously provide the bank card pre-authorization of the agreed amount as the guarantee for traffic violations; after the lessee returns the leased vehicle, except for deducting the amounts that the lessee should bear within the scope of traffic violation liability, the lessor shall cancel the remaining pre-authorization freeze amount within the agreed contract term. If the pre-authorization freeze amount is insufficient to cover the amounts that should be borne by the lessee, or if other unprocessed traffic violations or other situations that require compensation liability are found after the pre-authorization freeze amount is cancelled, the lessor still has the right to require the lessee to bear the corresponding liability.

4. For those choosing the guarantor guarantee method, the guarantor shall handle the guarantee procedures as required by the lessor and assume joint and several liability guarantee liability for the lessee within the guarantee scope.

Article 7 Rights of the Lessor

1. Collect rental fees, deposits and other related fees from the lessee in

accordance with the contract;

2. Understand the usage and safety status of the leased vehicle through reasonable means without affecting the lessee's normal use;

3. Require the lessee to use the leased vehicle in accordance with the agreed purpose of the contract;

4. Recover the leased vehicle and ancillary facilities, and valid document signs upon the termination of the contract.

Article 8 Obligations of the Lessor

1. Deliver the leased vehicle and ancillary facilities, and valid document signs to the lessee before the starting point of the lease term in accordance with the contract;

2. Truthfully provide the technical status, performance information and insurance information of the leased vehicle when delivering the leased vehicle;

3. Be responsible for the normal maintenance and vehicle inspection of the leased vehicle and bear the corresponding costs;

4. Be responsible for the maintenance of the leased vehicle in case of faults during the lessee's normal use. If the lessee is unable to use the leased vehicle normally due to this, the lease term shall be extended for free or a replacement vehicle shall be provided accordingly, or the rent shall be reduced in accordance with the agreed rent standard of the contract;

5. If the vehicle is damaged due to the lessee's reasons and the lessee needs to bear the costs exceeding the insurance claim range, the maintenance costs charged shall be fair and reasonable, and the original list of repair items and working hours, etc. shall be explicitly shown to the lessee.
6. Provide 24-hour rescue services for vehicle faults and accidents within the administrative region of the municipality by itself or entrust a third party;
7. Insure the leased vehicle in accordance with the contract and bear the corresponding insurance costs;
8. Bear the obligation of confidentiality for the lessee's information known.

Article 9 Rights of the Lessee

1. Request the lessor to deliver the leased vehicle and ancillary facilities, and valid document signs in accordance with the contract;
2. Use the leased vehicle in accordance with the contract;
3. Request the lessor to repair the faults of the leased vehicle during normal use;
4. Obtain the 24-hour rescue services for vehicle faults and accidents within the administrative region of the municipality provided by the lessor;

5. Obtain the services provided by the lessor to ensure the normal use of the leased vehicle, and require the lessor to be responsible for the normal maintenance and vehicle inspection of the leased vehicle.

Article 10 Obligations of the Lessee

1. Truthfully provide the original licenses and certificates and other procedural materials agreed in the contract to the lessor;

2. Pay rental fees, deposits and other related fees in accordance with the contract;

3. Add fuel to the leased vehicle in accordance with the agreed fuel standard; if the power type of the leased vehicle is electricity, it shall be charged in accordance with the relevant operating procedures and standards;

4. Use the leased vehicle in accordance with the vehicle performance, operating procedures and the agreed purpose of the contract, and abide by road traffic laws, regulations and relevant provisions, and shall not have the following behaviors:

(1) Use the leased vehicle as a driving school training vehicle or for sports, competitive, seismic and compressive resistance tests and other destructive driving or experiments;

(2) Use the leased vehicle to pull or push other objects;

(3) Use the leased vehicle to transport or store dangerous goods or contraband;

(4) Use the leased vehicle for or in a disguised form for illegal operation activities;

(5) Use the leased vehicle for illegal criminal activities and any other activities that damage the legitimate rights and interests of the lessor or third parties;

(6) Hand over the leased vehicle to a person without a driver's license, whose driver's license Permitted driving type does not match the leased vehicle, etc. to drive;

(7) Drive the leased vehicle after drinking alcohol or taking (injecting) drugs, psychotropic drugs or anesthetic drugs controlled by the state;

(8) Drive the leased vehicle when suffering from diseases that hinder safe driving of motor vehicles or being overly fatigued and affecting safe driving.

5. Safely and properly keep the leased vehicle and ancillary facilities, and valid document signs. Unless otherwise agreed in this contract, when the leased vehicle needs to be repaired, it shall be sent to the repair factory designated by the lessor for repair. Without the consent of the lessor, the vehicle shall not be repaired without authorization, nor shall it be modified, replaced or additional objects added without authorization;

6. Assist the lessor in carrying out the normal maintenance and vehicle inspection of the leased vehicle in accordance with the prescribed period;

7. Shall not infringe upon the lessor's ownership of the leased vehicle, and

shall not lend, sublease, resell, mortgage, pledge or pawn the leased vehicle;

8. Ensure that the leased vehicle is driven by the driver registered in the contract. If the driver is changed by the lessee during the lease term, the lessor's consent shall be obtained in advance and the change procedures shall be handled;

9. For the rescue not caused by the lessor, the corresponding rescue fees shall be borne and the rescue unit can be selected by itself;

10. Return the leased vehicle and ancillary facilities, and valid document signs in a timely manner upon the termination of the contract.

Article 11 Handling of Traffic Violations

1. The lessee shall bear full responsibility for the traffic violations occurred during the lease term, handle the traffic violation points in a timely and active manner, pay the traffic violation fines, and notify the lessor in a timely manner after the handling is completed.

2. If the lessor discovers that there are traffic violations of the leased vehicle during the lease term that have not been completed, the lessee shall complete the handling within 15 days after receiving the notice from the lessor. If the lessee fails to complete the handling within the above-mentioned period, the lessor has the right to submit the lessee or the driver registered in the contract as the responsible person to the

public security authority for handling, and list such information in the lessee's credit record of the car rental industry.

Article 12 Insurance and Accident Handling

1. The lessor shall insure the leased vehicle with compulsory insurance for motor vehicle traffic accidents liability, and insure the leased vehicle with motor vehicle third-party liability insurance, vehicle loss insurance and other insurances with the insurance company in accordance with the contract. The insured types and amounts of the leased vehicle are shown in the annex "Registration Form of Car Rental Contract of Beijing". If the lessor fails to insure in accordance with the contract, it shall bear the liability for compensation in accordance with the insurance compensation standard of the insurance company after the occurrence of an insurance accident. The lessee has the right to request to increase the insurance types or amounts outside the insured types and amounts insured by the lessor, and the resulting costs shall be borne by the lessee.

2. After the leased vehicle has an accident, the lessee shall immediately report the case to the public security authority and protect the scene, notify the lessor within 12 hours, report the insurance to the insurance company within 48 hours, and assist the lessor in handling the relevant procedures.

3. In case of losses caused by traffic accidents due to the liability of the

lessee, the part exceeding the actual insurance claim range shall be borne by the lessee for compensation; if the lessor is at fault for the damage, it shall bear the corresponding compensation liability. In case of losses caused by traffic accidents due to the liability of a third party, the lessor shall recover from the third party, and the lessee shall provide corresponding assistance.

4. The lessee shall assist the lessor in handling insurance claim settlement matters and promptly submit the materials required for insurance claim settlement to the lessor. All costs arising from traffic accidents shall be advanced by the lessee, and shall be settled within 3 days after the insurance company pays the compensation by the lessor and the lessee. If the insurance claim cannot be obtained due to the lessee's reasons, the loss shall be borne by the lessee.

5. If the leased vehicle is stolen or robbed, the lessor shall bear no less than 80% of the present value loss of the leased vehicle caused by theft or robbery, and the lessee shall bear no more than 20% of the present value loss of the leased vehicle caused by theft or robbery.

6. In case of traffic accidents with the lessee's liability and the loss of the accident vehicle is more than 10,000 yuan, the lessee shall also pay the accelerated depreciation fee (calculated at 20% of the insurance company's 定损 amount of the vehicle). If a replacement vehicle is required, the lessee shall pay the rent for the replacement vehicle.

Article 13 Liability for Breach of Contract by the Lessor

1. For the delay in delivering the leased vehicle, a liquidated damages of 20% of the daily rent of the undelivered vehicle shall be paid for each day of delay.

2. If the leased vehicle is determined by a legally qualified motor vehicle inspection agency to be not in line with the safe driving conditions due to the lessor's reasons, the lessee has the right to terminate the contract and has the right to require the lessor to pay a liquidated damages of 10% of the total rent of the leased vehicle. If the liquidated damages are insufficient to compensate for the lessee's losses, the lessor shall make up for it.

3. If the lessor fails to provide fault repair and rescue services as agreed in the contract, resulting in the lessee's inability to use the leased vehicle, the lessor shall refund the rent during the vehicle's outage and pay a liquidated damages of 20% of the rent of the leased vehicle during the outage. If the outage time exceeds 3 days, the lessee also has the right to terminate the contract or hire other third parties to provide repair and rescue services, and the resulting costs shall be borne by the lessor.

4. If the lessor fails to settle and refund the lessee's rent, deposit, insurance advance and other fees as agreed in the contract, a liquidated damages of 0.5% of the amount of the fees that should be paid but not

paid shall be paid for each day of delay.

Article 14 Lessee's Liability for Breach of Contract

1. If the lessee fails to return the leased vehicle on time or the daily mileage of the leased vehicle exceeds the agreed mileage in the contract, the lessee shall pay the overtime fee or overage fee to the lessor as agreed in the contract.

2. If the lessee delays in paying the rental fees, a liquidated damages of 0.5% of the outstanding amount shall be paid for each day of delay. If the lessee delays in paying the rental fees for three times (including three times), the lessor has the right to terminate the contract, recover the leased vehicle and charge the corresponding liquidated damages (the liquidated damages shall be 20% of the total rent of the unperformed lease period and paid to the lessor).

3. If the lessee terminates the contract in advance due to its own reasons, it shall pay the lessor a liquidated damages of 20% of the total rent of the unperformed lease period. If the rent has been paid, the lessor shall refund the remaining amount to the lessee after deducting the liquidated damages.

4. If the lessee fails to handle the traffic violations occurred during the lease period in a timely manner as agreed in the contract, in addition to bearing the amount equivalent to the traffic violation fine, a liquidated

damages of 10% of the daily rent of the leased vehicle shall be paid to the lessor for each day of delay.

6. If the lessee has the following behaviors, the lessor has the right to terminate the contract and recover the leased vehicle:

(1) Providing false information;

(2) Lending, subleasing, reselling, mortgaging, pledging or pawning the leased vehicle or there is evidence proving the existence of the above risks;

(3) Using the leased vehicle to engage in or disguisedly engage in illegal operation activities or engage in illegal criminal activities;

(4) The lessee fails to use the leased vehicle in accordance with the performance of the leased vehicle, normal operating procedures and the agreed purpose of the contract, resulting in abnormal damage, loss of the leased vehicle or there is evidence proving the existence of the above risks;

(5) Unauthorized modification, replacement, addition of other objects, etc. to change the original state of the leased vehicle; (6) Refusing to assist the lessor in maintaining and servicing the leased vehicle or participating in the motor vehicle inspection on time. If the leased vehicle is damaged, lost or cannot be recovered due to the above reasons, the lessee shall bear the corresponding compensation liability.

7. If the leased vehicle is seized by the public security authority or a third

party due to the lessee's reasons, the lessee shall bear the rent during the seizure period of the leased vehicle and other losses resulting therefrom.

8. If the lessee fails to properly keep the leased vehicle and ancillary facilities, vehicle license plates and valid document signs, the lessee shall compensate the lessor for the losses suffered thereby, including but not limited to the expenses required for reissuing the vehicle license plates and valid document signs and the rent during the suspension period of the leased vehicle.

Article 15 Dispute Resolution Method Disputes arising under this **contract** shall be resolved through negotiation by all parties. If the negotiation fails, any party has the right to resolve the dispute in accordance with the method agreed in the annex "Registration Form of Car Rental Contract of Beijing" in accordance with the law.

Article 16 Special Agreements

1. Matters not covered in this contract can be supplemented and agreed in the "Registration Form of Car Rental Contract of Beijing" by all parties, or a supplementary agreement can be signed separately. The supplementary agreement or supplementary agreement shall not contain content that unreasonably exempts the lessor's liability, aggravates the lessee's liability or excludes the lessee's main rights.

2. The "Registration Form of Car Rental Contract of Beijing" and the "Vehicle Handover List" are annexes to this contract, are an integral part of this contract and have the same legal effect as this contract.

3. This contract shall come into effect from the date of signing by all parties.

Lessor:

Contact Number:

Legal Representative or Authorized Representative:

Residence:

Date of Signature:

Lessee:

Contact Number:

Legal Representative or Authorized Representative:

Residence:

Date of Signature:

Guarantor:

Contact Number:

Legal Representative or Authorized Representative:

Residence:

Date of Signature: