
Rental agreement

1. Made and entered into by and between :-

1.1.1 Name:
Surname:
Residential address:
ID no:

_____ (hereinafter call "the Lessee") and

And

1.2 CJ DAN ENTERPRISES(PTY) LTD
Company registration no. 2018/547849/07

_____ (hereinafter called "the Rental Agent")

At

1.3 60 Lauda Road, Killarney Gardens
_____ (hereinafter called "the Premises")

For the period

_____ 20_____ to _ _____ 23_____ (hereinafter called "contract period")

WHEREBY IT IS AGREED AS FOLLOWS :

i. The Rental agent delivers and/or consigns to the Lessee the following motor vehicle food truck –

Registration no:
Chassis no.
Make & model:
Colour:
Destination:
Equipment to be fitted:

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_____ (Hereinafter referred to as "the food truck")



Our Terms & Conditions of Rental agreement

Terms and Conditions of Rental agreement

1. 'Food Truck' includes every type of motive unit, trailer, vehicle or other asset including equipment and tools provided therewith.
2. 'Rental agent' refers to CJ DAN Enterprises(Pty) Ltd
3. 'Lessee' refers to the company or individual hiring the food truck, or an individual acting on behalf of the company or individual hiring the food truck.
4. 'The rental agent's premises' refers to 59 Lauda Road, Killarney Gardens.
5. "Rental Agreement" means the rental agreement issued by the company to the Rental agent and signed by the Rental agent and co-driver and which will have the effect of a legal binding agreement between the parties and includes these standard terms and conditions;
6. "Setup cost" – a non-refundable payment of rental agreement for setup and preparing the food truck for rental.
7. The period of rental agreement shall commence at the date and time shown on the rental agreement at the signature of the lessee, or if the rental agreement remains unsigned, at the date and time of collection of the food truck by the lessee or collection of food truck by transporter.
8. The lessee acknowledges that he/she received the food truck in a roadworthy and proper working condition and undertakes to return the food truck to the LESSOR in the same condition if the lessee wishes to return the food truck.
9. Payment is due on demand.
 - 9.1 Setup cost is due on commencing of project. Due to goods being uniquely specific requirements and model, cancellation penalties to the value of 75% will apply to all cancelled orders.
 - 9.2 The lessee will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.
 - 9.2 The lessee remains liable for payment of any and all amounts due which are not paid or settled in full.
 - 9.4 We accept payments via Electronic Funds Transfer and Debit/credit Card or debit order, but regret that we don't take Cash or cheque payments. There is a 4% surcharge on Debit/Credit Card payments.
 - 9.5 Any return on equipment supplied will be subject to a 10% handling fee
10. Long term rentals are subject to rental agreement for 12 months unless otherwise stated.
11. Commencement of the period of rental agreement by the lessee shall imply the lessee's consent to these terms and conditions of rental agreement.
12. The lessee shall return the food truck to the rental agent's premises at the end of the period of rental agreement or has the option to rent to buy at the end of the period for a small additional cost (whether ended by the rental agent with or without the agreement of the lessee), unless otherwise arranged with the rental agent.
13. By entering into this rental agreement the lessee agrees to the health and safety standards regarding the use of the equipment and the gas operated equipment
14. If any damage is caused to the food truck during the period of rental agreement, the period of rental agreement shall continue until the trailer has been repaired and is available for further rental agreement.
15. **Exclusions:** The lessees agrees that he/she does not:
 - 16.1 carry more passengers than the seat belt capacity of the food truck,
 - 16.2 drive off road, on unsurfaced roads or on roads unsuitable for the food truck,
 - 16.3 drive when it is overloaded or when loads are not properly secured, and all loads will be evenly distributed over the entire floor area of the food truck.
 - 16.4 use the food truck for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the food truck and/or delay our ability to rent the food truck again,
 - 16.5 damage food truck by submersion in water
 - 16.6 take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,
 - 16.7 drive or allow to the food truck to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas,
 - 16.8 The food trucks shall not be used to push, propel or tow another food truck, trailer or any other thing without the written permission of the Owner.
 - 16.9 The food truck shall not be used for any race or in any competition.
 - 16.10 The food truck shall not be used for any illegal purpose.
 - 16.11 The Rental agent shall not operate the food truck in a negligent manner.
 - 16.12 The food truck shall not be operated by any other person other than the Rental agent stipulated in 1.2 above without the written permission of the Owner. If Rental agent allows any other driver under the age of 25 years old to drive the rented food truck, the Rental agent will be fully responsible for all expenses relating to the rental car and any other Food truck involve in any type of accident.
 - 16.13 The lessee agrees he/she will not sublet the food truck
 - 16.14 The tow vehicle will only be driven by a duly authorised licensed driver.
 - 16.15 Food truck to be towed or driven up to 80km/h only
 - 16.16 The food truck needs to remain within a 100km radius of the lessee address listed in point 1.1.
17. If the food truck is lost during the period of rental agreement, the period of rental agreement shall continue until the food truck is found, or until full recompense to the value of the food truck is made by the lessee to the rental agent.
18. The lessee agrees and undertakes to pay the following additional costs
 - 18.1 All cost incurred by the lessor in procuring the return of the food truck for whatever reason to the Lessor business premises and shall include any costs in towing the food truck to the lessor premises.
 - 18.2 All traffic fines incurred during the period of usage of the food truck by the lessee
 - 18.3 All repair costs of damage to the food truck incurred by the lessee during the period of usage not covered by insurance and or done wilfully or negligence.
 - 18.4 All repair must be paid to cover the possibility of damage (whether negligent, wilful, accidental or otherwise) or loss to the food truck or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the food truck. The food truck and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. Should there be any damage or requirement for any repair, replacement or special cleaning, the lessee will be liable for these costs. You irrevocably authorise us to deduct a reasonable amount to repair any negligent or wilful arising out of this Agreement to return the food truck to it's original state bar standard wear and tear. The lessee authorises us to deduct any sums due from your card in respect of such amount. Where charges are incurred we will provide you with an itemised invoice detailing the charges incurred by you. Your signature below gives us permission to deduct all charges from your card within 7 days of the issue of an invoice. If we are not holding your card information then you agree you to pay all charges upon presentation of the invoice. If the lessee commits or allows any breach of this agreement the rental agent may at once and without prior notice, put an end to the period of rental agreement.
19. **Return** Rentals start on the date of collection or delivery and valid for the 12 months.
 - Please allow sufficient time to get back to our workshop. No food truck can be collected outside our normal business hours (i.e. after 4pm on a weekday) without prior arrangement. Out-of-hours collections (evenings and weekends) can be arranged, when staff are available, for an extra surcharge. This charge is in addition to the agreed hire tariff.
 - If you return the food truck outside normal business hours, you must comply with the out of hours return instructions, in which case you will remain fully responsible for the food truck until the return location re-opens for business. If you fail to comply with these instructions, you will remain responsible for the food truck until we are able to access it.

-If at any time we have agreed that you may return the food truck to a place other than our workshop, or if we have agreed to collect it, you will remain fully responsible for the food truck until it is collected by us or the AA. You are responsible for any costs incurred in returning the food truck to our workshop should you abandon the food truck.

-We will not refund the hire charge if the food truck is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.

-Unless the lessee shall notify the rental agent 24 hours after making the booking, full payment will be due.

20. Indemnity:

- 21.1 The lessee hereby indemnifies the lessor against any claim for loss or damage to property or claims in respect of any injury incurred by any person arising from the use of the food truck by the lessee.
- 21.2 The lessor does not accept any liability for loss or damage to any third parties or the loss of or damage to the lessee or his/her belongings.
21. **Our Obligations** We will supply the food truck to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the food truck to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.
22. The lessee shall not use the food truck for the carriage of loads in excess of the load-carrying capacity of the food truck,
23. **Risk** All risk in respect of the food truck shall pass to the lessee from date and time on which he takes possession of the food truck until it is returned to the lessor's premises
24. The lessee shall not use the food truck or permit its use in any manner infringing any statute, regulation, or order relating to motor food trucks or (whether in relation to the carriage of goods or otherwise) so as to cause unusual danger to the public or to persons in the food truck or risk damage to the food truck.
25. The food truck shall not be taken or used more than a 30km radius of rental agent's premises without written consent of the rental agent.
26. During the period of rental agreement the lessee will not sell, offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the food truck or any part or parts thereof, but will keep the food truck in their own possession and will not allow any lien to be created upon the food truck whether for repair or otherwise, and will protect the food truck against distress, execution or seizure and indemnify the rental agent against all losses, costs, charges, damages, and expenses incurred by them in respect thereof.
27. **Rental to purchase** In the event the lessee shows interest in the purchase of the food truck at the end of term rental payments for the full 12 months will remain in place regardless of when during the month purchase is made and will not be refundable. Until such time as final payment is made will ownership be transferred.
28. During the period of rental agreement the Rental agent shall carry out all standard maintenance and servicing prescribed by the food truck manufacturer's schedule and by any statute, regulation, or order to the food truck. This does not include malicious or negligent damage which may have been caused which the lessee will be responsible for all costs.
29. During the period of rental agreement the lessee shall allow the rental agent at all reasonable times to have access to, inspect the food truck.
30. If at any time during the period of rental agreement the food truck is damaged, stolen, loss, breaks down the lessee and/or the driver shall take every reasonable precaution to safeguard the interest of the lessor including but not limited to the following where appropriate
- 30.1 He/she shall notify the lessor immediately or within 3 hours of becoming aware of the occurrence and by no later than when the food truck is returned complete and furnish the lessor with a damage/incident report .
- 30.2 The lessee shall obtain the name(s) and addresses for everyone involved and that of possible witnesses.
- 30.3 The lessee shall notify the police within 24 hours of the occurrence in questions and furnish the lessor with an incident case number with such period.
- 30.4 The lessee shall make reasonable provision for the safety and security of the food truck and will not abandon the food truck under any circumstances until the food truck has been removed from the scene by the notified representative of the lessor's insurance
- 30.5 The lessee shall cooperate with the lessor and its insurer in the investigation, the making or instituting of any claim or action and the defence of an prosecution, claim or action relating to the incident.
- 30.6 The lessee assures that the information completed in the damage report will be complete, true and correct in every aspect.
31. The lessee shall not repair or attempt to repair the food truck, nor make any alterations to the food truck, unless to do so by the rental agent's written authorisation.
32. If any sum due from the lessee to the rental agent is unpaid for seven days, whether demanded or not, the rental agent may at once and without prior notice, put an end to the period of rental agreement.
33. During the period of rental agreement the rental agent's identification on the food truck shall not be removed or mutilated by the lessee.
34. The lessee accepts all responsibility for and will indemnify the rental agent against all actions, claims, and demands arising out of the use of the food truck.
35. During the period of rental agreement the rental agent shall keep the food truck insured for the insurance value of the food truck, against loss or damage howsoever cause, and the lessee shall produce for the rental agent's inspection policies for such insurance if required to do so by the rental agent.
36. **Legal Costs** The lessee accept liability for all costs for an attorney and own client scale for any legal costs incurred by the Lessor in order to exercise her rights in terms of this agreement. Interest will be charged at a rate of prime plus 3 % per annum.
37. **Jurisdiction and domicilium:** The lessee hereby consents to the jurisdiction of the Magistrate's court in respect of any legal action which may arise from this agreement. The Lessee further chooses the address as indicated in point 1.1 as her/his domicilium citandi et executandi.
38. **Termination/cancellation of rental agreement**
- 38.1 Irrespective of anything to the contrary stated in this rental agreement, the lessor shall be entitled to end this agreement without any explanation at any time by notice (oral or in writing depending on the situation) to the lessee and when this happens the lessee shall return the food truck to the lessor's premises immediately.
- 38.2 if the lessee fails to return the food truck to lessor, the lessor shall be entitled at any time to retake possession of the vehicle wherever found and from whosoever has possession thereof. The obligations of the renter and the rights of the company under this rental agreement shall remain in force until the vehicle has been returned to the company in terms of this rental agreement and the lessee has complied with all it obligations. Any cost recovering the vehicle will be for the account of the renter.

I _____ the undersigned hereby agree that I have read and understand the above terms and conditions page 2,3.

Signature

Date