

LCT GLOBAL RESOURCES [Business Registration No. 202203217891 (JM0967650-H)]

Tel: 011-5751 8745 | E-mail: lctluxurycarrental@gmail.com

Date: _____

CAR RENTAL AGREEMENT

Vehicle Information ('LCT' hereby agrees to rent to Renter a passenger vehicle identified as follows:)	
Make & Model	:
Year of Manufacture	:
Chassis Number	:
Number Plate	:
Colour	:
(Hereinafter referred to as "Rental Vehicle")	
Customer Information (documents required: For Corporate - SSM Info (full set) / For Personal - IC for personal name)	
Full Name (NRIC)	:
Identity Card No. (IC)	:
Nationality	:
Race	:
Driving License Class	:
Driving License Validity	:
Registration No. (SSM) (For corporate clients only)	:
Occupation	:
Company Name (SSM)	: (For corporate clients please state your own company name / For personal clients please state your employer's company name)
Contact No. (Personal)	: [+60]
Contact No. (Company / Business)	: [+60]
Resident Address	:
Postcode & State	:
Emergency Contact	: [+60] Relationship:
I hereby declare that the information provided is true and correct. I also understand that any willful dishonesty may render for refusal of this application or immediate termination of the agreement.	

Rental Information

Beginning Date	:	
Time	:	[AM / PM]
End Date	:	
Time	:	[AM / PM]

The parties may shorten or extend the estimate term of rental by mutual consent.

Scope of Use	:	Leisure / Routine Business / Others
		Please stated REASON for others: Reason:
Estimated Destination	:	
		<i>(Interstate travel requires advance notice)</i>

Rental Fee Detail

Rental Fee	:	RM / day / week / month
Security Deposit	:	RM
Mileage Fee	:	RM 0.50 / km
		<i>(Free 150 km / day)</i>

Banking Detail *(Bank account name must match with company registration / owner name, otherwise authorization letter will be required)*

Bank Name	:	
Account Holder Name	:	
Bank Account No.	:	
Swift Code <i>(For corporate clients only)</i>	:	

<u>Special Remark</u>	:	
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VEHICLE HANDOVER & RETURN CHECKLIST

Authorized Driver Name	:	
Odometer Reading (KM) (Beginning)	:	
Odometer Reading (KM) (End)	:	

Engine Compartment

Item	Client				LCT			
Engine Oil Level	Yes	☐	No	☐	Yes	☐	No	☐
Coolant Level (Anti-freeze)	Yes	☐	No	☐	Yes	☐	No	☐
Battery Secured	Yes	☐	No	☐	Yes	☐	No	☐
Brake Fluid Level	Yes	☐	No	☐	Yes	☐	No	☐
Transmission Fluid Level	Yes	☐	No	☐	Yes	☐	No	☐
Windshield washer bottle full with correct fluid	Yes	☐	No	☐	Yes	☐	No	☐

Vehicle – Interior

Item	Client				LCT			
Heating	Yes	☐	No	☐	Yes	☐	No	☐
Air Conditioning	Yes	☐	No	☐	Yes	☐	No	☐
Windshield Defogging System	Yes	☐	No	☐	Yes	☐	No	☐
Window Operation	Yes	☐	No	☐	Yes	☐	No	☐
Door Handles / Locks	Yes	☐	No	☐	Yes	☐	No	☐
Alarm	Yes	☐	No	☐	Yes	☐	No	☐
Seats	Yes	☐	No	☐	Yes	☐	No	☐
Seat Belts Work and Free of Damage / Excessive Wear	Yes	☐	No	☐	Yes	☐	No	☐
Interior Lights	Yes	☐	No	☐	Yes	☐	No	☐
Mirrors are in good condition and properly adjusted	Yes	☐	No	☐	Yes	☐	No	☐
No warning lights are on	Yes	☐	No	☐	Yes	☐	No	☐
Fuel Levels	Yes	☐	No	☐	Yes	☐	No	☐

Vehicle – Exterior

Item	Client				LCT			
Window / Windshield not severely cracked	Yes	☐	No	☐	Yes	☐	No	☐
Functional Windshield Wipers	Yes	☐	No	☐	Yes	☐	No	☐
Headlights (High / Low beam)	Yes	☐	No	☐	Yes	☐	No	☐
Tail Lights / Brake Lights	Yes	☐	No	☐	Yes	☐	No	☐
Brakes in good working order	Yes	☐	No	☐	Yes	☐	No	☐
Horn	Yes	☐	No	☐	Yes	☐	No	☐
Tires in good shape (No damages / Bald Tires / Properly Inflated)	Yes	☐	No	☐	Yes	☐	No	☐
No Air Leaks (Walk around the vehicle and listen for air leaks while driver applies the brakes)	Yes	☐	No	☐	Yes	☐	No	☐
No Oil / Grease (At wheels seals under the vehicle)	Yes	☐	No	☐	Yes	☐	No	☐
No fuel leaks or odor of gasoline detected	Yes	☐	No	☐	Yes	☐	No	☐
Side mirrors are in good condition and properly adjusted	Yes	☐	No	☐	Yes	☐	No	☐
Exhaust system is in good working order	Yes	☐	No	☐	Yes	☐	No	☐
Wheels and fasteners are fitted tightly	Yes	☐	No	☐	Yes	☐	No	☐
Turn Signals	Yes	☐	No	☐	Yes	☐	No	☐
Vehicle is free of excessive damage	Yes	☐	No	☐	Yes	☐	No	☐
All loads are fastened / secured appropriately	Yes	☐	No	☐	Yes	☐	No	☐
Vehicle condition is satisfactory	Yes	☐	No	☐	Yes	☐	No	☐
Defects Reported	Yes	☐	No	☐	Yes	☐	No	☐



If defects reported, please comment as below:

ACKNOWLEDGED BY,

.....
Company Chop and Signature

Name: _____

NRIC: _____

Date: _____

.....
Company Chop and Signature

Name: _____

NRIC: _____

Date: _____

LCT CAR RENTAL
LUXURY CARS RENTAL
CAR RENTAL AGREEMENT

The Rental Agreement ("**Agreement**") is entered into between LCT Global Resources [Business Registration No. 202203217891 (JM0967650-H)] ("**LCT**"), and the person whose name and particulars are as set forth in the "Renter Information" segment of the Agreement ("**Renter**"). LCT and the Renter shall hereinafter be jointly referred to as the "Parties", and individually as a "Party".

The Renter is desirous of hiring the vehicle, the particulars of which are as set forth in the "Vehicle Information" segment of the Agreement ("**Rental Vehicle**"), from LCT, and LCT has agreed to let the Rental Vehicle to the Renter, subject to the terms and conditions as follows.

1. OWNERSHIP OF THE RENTAL VEHICLE

- 1.1 The Renter hereby acknowledges that the Rental Vehicle shall always remain the property of LCT, and the Renter shall acquire no rights to the Rental Vehicle other than the right to use the Rental Vehicle as a Renter and in accordance with the terms of this Agreement.

2. RENTAL & ADDITIONAL CHARGES

- 2.1 The rental charges for the Rental Vehicle shall be as stipulated in the "Rental Charge" segment of the Agreement ("**Rental Charges**").
- 2.2 Where applicable, the Renter may also be liable to pay any one or more of the following additional charges to LCT:
- (a) Delivery Charges: where LCT has been requested by the Renter to deliver the Rental Vehicle to any location other than the LCT's office from which the Rental Vehicle is hired ("**Rental Location**");
 - (b) Pick-up Charges: Where LCT has been requested by the Renter to collect the Rental Vehicle from any location other than the Rental Location;
 - (c) Drop-off Charges: Where LCT has been requested by the Renter to collect the Rental Vehicle from any location which is situated in a different city or state from the Rental Location;
 - (d) Out of Hours Charges: Where LCT has been requested by the Renter to deliver or collect the Rental Vehicle at a time which is beyond LCT's business hours, which is 9:00a.m. to 6:00p.m. (Peninsular Malaysia); ("**Business Hour**"); and
 - (e) Such other charges as may be provided under this Agreement. (Each, an "**Additional Charge**" and collectively, "**Additional Charges**")
- 2.3 The Renter shall promptly pay the Rental Charges and/or Additional Charge(s) on or before the due date as may be indicated by LCT to the Renter in writing ("**Due Date**").
- 2.4 In the event of any default in the payment of the Rental Charges and/or Additional Charge(s) by the Renter, LCT shall be entitled to impose a late payment interest at the rate of eighteen per centum (18%) per annum on the outstanding Rental Charges and/or Additional Charge(s) ("**Late Payment Interest**").
- 2.5 The Rental Charges and/or Additional Charges shall be paid by way of cheque and/or credit card. Where the payment is made by way of credit card:
- (a) LCT accepts the following payment method: MasterCard, Visa and Touch 'n Go eWallet;

- (b) LCT will not accept any third-party credit cards: the credit card presented must be in the name of the Renter;
 - (c) The Renter's credit card shall have a validity period of at least one (1) year from the date of this Agreement.
- 2.6 The Renter agrees and acknowledges that LCT shall reserve the right to refuse any delivery of the Rental Vehicle to the Renter in the event the Rental Vehicle is not fit for purpose, not available for the Rental Period, negative records on the Renter or for any reason whatsoever. Subject to availability of the Rental Vehicle, LCT may change an alternative Rental Vehicle to the Renter and the Renter shall accept the alternative Rental Vehicle. In the event there is no alternative Rental Vehicle, LCT will refund any Rental Charges and deposit paid by the Renter. In the event the Rental Vehicle is unavailable, the Renter agrees and acknowledges that LCT shall bear no liability against the Renter and LCT shall be excluded from any form of liability, claims, loss, consequential loss, loss of opportunity, loss of business, future lost and/or any other loss arising from the refusal of delivery of the Rental Vehicle by LCT.
- 2.7 The Renter agrees and acknowledges that in the event if the Renter failed to pick up the Rental Vehicle at the designated Rental Location and time, any Rental Charges and deposit made to LCT shall not be refundable for the failure of the pick up.
- 2.8 Any amendments to the Rental Period shall be communicated to LCT three (3) days prior to the pick up and/or delivery of the Rental Vehicle. Subject to the availability of the Rental Vehicle, LCT shall reserve the right to reject the amendment request(s) made by the Renter.

3. USE OF THE RENTAL VEHICLE

- 3.1 Designated Driver(s) for the Rental Vehicle:
- (a) The Rental Vehicle shall only be driven by the Renter and/or any other person(s) who has been authorized by LCT and added to the Agreement (collectively, the **"Designated Drivers"**):
 - i. The Designated Driver(s) shall be between the ages of twenty-one (21) years old to sixty-five (65) years old.
 - ii. The Renter shall obtain LCT's prior written approval before effecting any changes to the list of Designated Driver(s);
 - iii. None of the Designated Driver(s) shall have suffered or is suffering from any physical infirmity and/or defective vision or hearing which may impair his/her driving abilities;
 - iv. None of the Designated Driver(s) shall have been convicted at any time during the past five (5) years for any traffic offences;
 - v. None of the Designated Driver(s) shall be a probationary license holder;
 - vi. None of the Designated Driver(s) shall have been refused or cancelled his/her motor insurance policy;
 - vii. The Designated Driver(s) shall have a valid driving license, or where the Designated Driver is a non-Malaysian citizen, a valid international driving license, for more than two (2) years.

Any wrongful use of the Rental Vehicle in breach of the terms of this Agreement by the Designated Driver(s) shall be deemed as a breach by the Renter and LCT shall reserve the rights to claim and/or take any actions against the Renter.

- 3.2 The Renter shall:
- (a) Ensure that the Rental Vehicle shall not be used:
 - i. Whilst under the influence of alcohol or drugs;
 - ii. For any purpose for which it is not expressly designed;

- iii. For commercial purpose, including but not limited to carrying passengers or property for hire;
 - iv. To propel or tow any vehicle or other object;
 - v. To participate in any race, test or contest;
 - vi. In any manner whereby the Rental Vehicle will be loaded beyond its permitted capacity;
 - vii. For any illegal and/or unlawful purposes;
 - viii. To carry any item(s) that will discharge any unpleasant odors (e.g., pets, durians, salted fish etc.), tarnish the interior of the Rental Vehicle and/or caused any stains to the interior of the Rental Vehicle. Smoking in the Rental Vehicle is also strictly prohibited. The Renter shall be liable for the necessary cleaning fees and reimburse LCT for all costs incurred to eliminate such odors and the loss of rental days of the Rental Vehicle.
- (b) not do or attempt to do any act which may infringe upon the ownership or interests of LCT in the Rental Vehicle or which may affect the policy or policies of insurance on the Rental Vehicle;
 - (c) not affect any mechanical or other modification to the Rental Vehicle, make any alterations or additions, or fit any towing equipment or other accessories or non-standard tyres to the Rental Vehicle without the prior written consent of LCT;
 - (d) not remove or interfere with any identification marks or plates affixed to the Rental Vehicle, nor attempt nor permit the same;
 - (e) not deface the paintwork or bodywork of the Rental Vehicle nor add or erect any painting, signwriting, lettering, or advertising to or on the Rental Vehicle;
 - (f) not take or allow the Rental Vehicle to be taken out of Malaysia without the prior written consent of LCT, and in the event such written consent is being given, LCT may impose such terms and conditions as it may deem fit;
 - (g) bear the cost of the repair or rectification of any damage to the Rental Vehicle resulting from the negligence/ intentional act/ vandalizing act/ improper use of the Rental Vehicle by any of the Designated Driver(s);
 - (h) be liable for all missing, stolen or broken parts and/or accessories of the Rental Vehicle as stipulated in the "Vehicle Handover & Return Checklist" form;
 - (i) be liable for the costs of replacement of any loss car key(s) and/or the costs for the creation of any additional car key(s) for the Rental Vehicle;
 - (j) look after the Rental Vehicle and ensure that it is properly locked and secured and parked in a safe place when not in use;

3.3 Parking & Traffic fines:

- (a) The Renter shall be solely liable for all parking fees, traffic fines, penalties or summonses incurred in respect of the Rental Vehicle during the Rental Period (as defined hereinafter below).
- (b) LCT shall be entitled to charge against the Renter's credit card, upon receiving any notifications from the relevant Malaysian authorities for any parking fees, traffic fines, penalties or summonses incurred by the Renter during the Rental Period (as defined hereinafter below), together with an additional administration fee of RM10.00 (subject to the prevailing SST charges).

3.4 Accidents & Lost or Stolen of the Rental Vehicle:

- (a) In the event of any minor damage or loss on the Rental Vehicle due to any accidents during the Rental Period, the security deposit paid by the Renter shall be forfeited. For the avoidance of doubt, the Renter shall be liable for further reparation fee (if the security deposit does not cover the total amount of the reparation fee) and a compensation fee of at least RM1,000.00 to LCT for future loss of value on the Rental Vehicle or if in LCT's sole discretion that LCT determines to sell the Rental Vehicle in its damaged condition, the Renter shall

be liable to pay the difference between the Rental Vehicle's retail fair market value before it was damaged and the sale proceeds. The Renter agrees and acknowledges that LCT shall not have any liability and/or responsibility against the Renter and /or any third party or victim(s) in the accident. Any consequential loss shall be borne by the Renter.

- (b) In the event of major damage or total loss on the Rental Vehicle due to any accidents during the Rental Period, the security deposit paid by the Renter shall be forfeited and the Renter shall be further liable for a compensation fee of at least RM5,000 or any other amount decided by LCT upon the inspection of the Rental Vehicle. The Renter agrees and acknowledges that LCT shall not have any liability and/or responsibility against the Renter and /or any third party or victim(s) in the accident. Any consequential loss shall be borne by the Renter.
- (c) In the event of any lost or theft of the Rental Vehicle during the Rental Period and the Rental Vehicle was not recovered, the security deposit paid by the Renter shall be forfeited and the Renter shall be liable to pay LCT on the Rental Vehicle's repayment instalment until LCT has successfully claimed from the car insurance or reclaim the Rental Vehicle. Meanwhile, the Renter agrees and acknowledges to use his or her best effort to assist LCT in claiming the car insurance and/or provide any evidential proof or statement as requested by the insurance company (if any). As part of LCT's loss, the Renter shall also pay for loss of use of the Rental Vehicle, without regard to any fleet utilization, including an administrative fee, plus towing and storage charges, if any ("**Incidental Loss**").

3.5 The Renter shall defend, indemnify and hold harmless LCT from and against all damages, liabilities, costs, expenses (including, without limitation, reasonable legal fees), claims or judgment that arise out of or results primarily from:

- (a) any negligence, omission or willful misconduct of the Renter and/or Designated Driver(s) in the use of the Rental Vehicle; and/or
- (b) the Renter's breach of any of its obligations, duties and/or representations and warranties under this Agreement.

3.6 Repossession of the Rental Vehicle by LCT:

- (a) LCT shall be entitled to repossess the Rental Vehicle immediately without sending any notice to the Renter where:
 - i. The Renter has failed to pay the Rental Charges for more than fourteen (14) days after the Due Date; and/or
 - ii. There has been a breach in the use of the Rental Vehicle by the Renter, and the Renter has failed to remedy the breach within three (3) days after receiving a written notice from LCT requiring the Renter to remedy the breach. To the fullest extent permitted by law, the Renter hereby agrees to waive any right to any hearing or to receive any notice or legal process as a pre-condition for LCT to repossess the Rental Vehicle.
- (b) The Renter hereby authorizes LCT to enter any premises owned or occupied by the Renter, or where necessary, to make all reasonable efforts to secure and obtain the right, license and/or permission for LCT to enter any premises for purposes of recovering and repossessing the Rental Vehicle.
- (c) The Renter shall reimburse LCT for all costs and expenses incurred in the recovery and repossession of the Rental Vehicle, and shall indemnify LCT against any and all claims which may be brought by any third party against LCT arising out of or resulting from LCT's recovery or repossession of the Rental Vehicle.

- 3.7 Save as otherwise provided in this Agreement, LCT shall not be liable to the Renter for:
- (a) the loss or damage to any property left, stored, loaded or transported in or upon the Rental Vehicle by the Renter and/or any of the Designated Driver(s) during the Rental Period (as defined hereinafter below). The Renter hereby agrees to release, indemnify and hold LCT harmless from any claims for the loss or damage to such property;
 - (b) any indirect or consequential loss or damage (including, without limitation, any loss of actual or anticipated profits, loss of revenue, loss of business, loss of opportunity, loss of goodwill and loss of reputation) or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability or other legal or equitable theory, whether or not LCT has been advised of the possibility of such claim, loss, demand or damages.

4. REPLACEMENT VEHICLE

- 4.1 During the Rental Period, LCT shall not be obliged to provide any replacement vehicle to the Renter after the Renter accepts the Rental Vehicle upon the delivery of the Rental Vehicle by LCT.
- 4.2 However, in the event if the Rental Vehicle is not fit to use and/or broke down during the Rental Period, LCT shall reserve the right to repossess the Rental Vehicle for inspection purpose. Upon inspection result of the Rental Vehicle, LCT may at its own discretion to either replace a vehicle (subject to availability). In the event there is no replacement vehicle, LCT will refund the Rental Charges in a pro-rata basis according to the remaining Rental Period.
- 4.3 The Renter hereby agrees and acknowledges that LCT shall not be liable for any cost, fees and/or loss suffered and/or maybe suffered by the Renter resulting from the unfit of the Rental Vehicle.

5. INSURANCE

- 5.1 The Renter also agrees that only the vehicle is covered under insurance and the driver or passengers are not covered. The Renter also agrees that personal belongings and other items left in the vehicle at any time are not covered.

6. RENTAL PERIOD

- 6.1 The Renter shall follow the Rental Period as stated in this agreement and return the Rental Vehicle to LCT at the Rental Location, or such other location as may be instructed by LCT in writing (save where LCT has agreed to collect the Rental Vehicle from the Renter) on the agreed date and time.
- 6.2 In the event if the Renter is desirous of continuing with the hiring of the Rental Vehicle after the expiry of the Rental Period, the Renter shall give a written notification to LCT of its intention to do so ("**Option to Renew**"). LCT, may upon receipt of the notification from the Renter, accept or refuse the Option to Renew depending on the Rental Vehicle availability. In the event LCT accepts the Option to Renew by the Renter, the Renter shall deposit additional Rental Charges to LCT immediately.

- 6.3 Upon the timely exercise of the Option to Renew by the Renter, and provided there shall be no subsisting breach of any of the covenants herein by the Renter which has not been cured, LCT may at its absolute discretion renew the Agreement on terms to be mutually agreed by the Parties.
- 6.4 In the event the Renter fails to return the Rental Vehicle to LCT upon the expiry of the Rental Period, the Renter shall be deemed to have agreed to extend the Rental Period, and the Renter shall continue to be liable to pay LCT the Rental Charges in respect of the Rental Vehicle, which shall be calculated on daily basis, commencing from the date immediately after the expiry of the Rental Period, until the date of return of the Rental Vehicle to LCT.

7. FUEL POLICY

- 7.1 Full to Full
- (a) Your vehicle will be supplied with a full tank of fuel;
 - (b) To avoid incurring fuel charges, you will need to return it with the same amount of fuel as it had when you collected it;
 - (c) You may be required to leave a fuel deposit reserved or charged on your credit card, this will be released or refunded when you return the car full;
 - (d) Missing fuel will be charged on your return. The price per litre charged by LCT may be significantly higher than the price at the local service station. A refueling charge may also be applicable;
 - (e) Fuel charges are payable at the rental desk unless otherwise stated in the top section of rate details.

8. MILEAGE POLICY

- 8.1 150 KM per day, additional usage of mileage will be charge at RM0.50 / km.

9. GENERAL

- 9.1 **EARLY RETURN BY THE RENTER:** The Renter may return the Rental Vehicle before the expiry of the Rental Period by returning the Rental Vehicle to LCT at the Rental Location, or such other location as may be instructed by LCT in writing (save where LCT has agreed to collect the Rental Vehicle from the Renter). For the avoidance of doubt, any Rental Charges and/or security deposit paid to LCT shall be non-refundable due to the early return of Rental Vehicle by the Renter. Upon the return of Rental Vehicle, the performance of this Agreement under clause 9.1 shall be deemed complete.
- 9.2 **FORCE MAJEURE:** Neither party shall be liable for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters, extreme weather conditions, government actions or restrictions, travel warnings, coup d'état, martial law, state of emergency, wars, terrorism, insurrections, pandemics, epidemics, nuclear incidents, EMP and/or any other cause beyond the control of the party whose performance is affected ("**Force Majeure**"); provided, however, that adverse economic conditions or general financial or operational constraints are not deemed to be a Force Majeure event. If either party is affected by a Force Majeure event, it shall forthwith notify the other party of the nature and extent thereof.

- 9.3 **LEGAL COMPLIANCE:** The Renter will ensure full compliance with applicable laws and regulations. Breach of this provision by the Renter entitles LCT:
- (i) to terminate this Agreement with immediate effect; and
 - (ii) to be indemnified against any fine, penalty or claim the other may from time to time suffer as a result of such breach.
- 9.4 **WAIVER:** Neither failure nor delay by a party to enforce at any time any one or more of the terms or conditions of this Agreement shall operate as a waiver thereof, or of the right to subsequently enforce all terms and conditions of this Agreement.
- 9.5 **GOVERNING LAW AND JURISDICTION:** This Agreement will be governed by and construed in accordance with the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Malaysia courts. Parties will attempt to settle any disputes in an amicable manner by conducting good faith discussions first.

ACKNOWLEDGED BY,

.....
Company Chop and Signature

Name: _____

NRIC: _____

Date: _____

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Company Chop and Signature

Name: _____

NRIC: _____

Date: _____