

This Rental Agreement specifies the general terms of the Rental Agreement between Domicar Ltd. (“**The Lessor**”) and the lessee of the vehicle (individual or corporation) (“**The Lessee**”).

1. **Definitions**

**The Vehicle** - The Lessor’s vehicle/s or any substitute vehicle delivered in its/their place, including keys and any accessory/ accessories.

**Rental Agreement** - the terms specified herein, the Vehicle delivery documents and any document associated thereto.

**Authorized Driver** - The Lessee and/or anyone authorized by the Lessor in writing, providing that the Authorized Driver holds a valid driving license during the course of the Rental Period and had been holding said driving license during the two preceding years to the Rental Period, and the Authorized Driver had not been disqualified from receiving or holding a driving license during the last two years.

**Damage** - any damage (whether repaired or not) including total loss, theft, downtime days, missing accessory/accessories, depreciation, legal costs, investigation, towing, storage, rescue, Lessor employee costs and any other cost incurred in connection with any damage that the Vehicle and a third party sustain.

**The Rental Period** - the period commencing on the date the Vehicle is delivered and ending on the date the Vehicle is in fact returned. A month's rental means a 30-day lease.

**Collision Damage Waiver (CDW)** - cover for damage to the Vehicle and a third party vehicle sustained as a result of a collision, accident, roll over or impact by a vehicle or theft.

2. **Preamble**

The Lessor is delivering the Vehicle to the Lessee for a predetermined period of time in a general good state without defects and/or faults, excluding those marked in the Vehicle delivery form.

By accepting the Vehicle, the Lessee and/or anyone on its behalf confirms that the Vehicle is suitable for their needs and that they have received the Vehicle in good condition and working order in all aspects to be used on the road, and likewise confirms the correctness of the Vehicle details included in the Rental Agreement, including the kilometer meter.

3. **The Terms Of Use and Return Of The Vehicle**

The Lessee of the Vehicle hereby undertakes as follows:

- 3.1 To be responsible for any use made of the Vehicle and to operate the Vehicle as if its owner looking after its property in a cautious and reasonable manner and in accordance with any law and traffic laws.
- 3.2 An Authorized Driver only shall operate the Vehicle and only following receipt of the Lessor’s instructions.
- 3.3 Not to operate the Vehicle under the influence of alcohol / drugs or medication that may affect the ability to drive.
- 3.4 Not to use the Vehicle for the purpose of paid transport of passengers, driving lessons, competitions, racing, paid haulage, towing or propelling, transport of luggage exceeding the allowed according to law and/or illegal activity.
- 3.5 Not to operate the Vehicle on unpaved roads and/or anywhere likely to cause the Vehicle damage.
- 3.6 Not to operate the Vehicle in areas outside the full military and/or civil sovereignty of the State of Israel and/or a place whereby entry thereto is dangerous and/or prohibited by any competent authority, including the Palestinian territories defined as “A Territories”.
- 3.7 To report any fault, accident or damage the Vehicle sustains and the need for periodical service during the Rental Period.
- 3.8 Not to make any change, service or repairs in respect to the Vehicle excluding repair of punctures and tire replacement.
- 3.9 To allow the Lessor’s representative to inspect the Vehicle at any reasonable time coordinated in advance.
- 3.10 To report the reading of the kilometers meter to the Lessor every calendar month.
- 3.11 To bear the cost of any traffic and/or parking violation ticket and/or any other report that is received in connection with the Vehicle and to indemnify the Lessor if it does in the Lessee's place.
- 3.12 Not to deliver, transfer, lend or rent, lease, pledge, use as collateral, remove the Vehicle from its possession and/or control to another person or to transfer or assign to another person any or all its rights or obligations under the Rental Agreement.
- 3.13 To park the Vehicle in regulated parking spaces, to keep the Vehicle’s protective code secret and not in the Vehicle and or in its or the Vehicle keys' vicinity, not to leave the Vehicle engine running unattended and not to duplicate the Vehicle keys.
- 3.14 To compensate and indemnify the Lessor for any damage it sustains in the event that due to an act or omission by the Lessee the use of the Vehicle is prohibited or restricted.
- 3.15 To return the Vehicle to the Lessor in the same condition, place and on the agreed return date as mentioned in the Rental Agreement and by the time stipulated in it. For every delay in returning the Vehicle the Lessee will be charged an additional payment by the Lessor pursuant to the fixed price list at that time.

4. **The Rental Fee And Securities**

- 4.1 The Lessee, Authorized Driver and owner of the credit card the details of which were remitted to the Lessor, are jointly and severally liable to pay the Lessor immediately upon its first demand all the amounts incurred by any any of them during the Rental Period.
- 4.2 To guarantee fulfillment of the Lessee’s undertakings pursuant to this Rental Agreement, the Lessee will deposit with the Lessor a deposit of an amount to be determined by the Lessor and the Lessee of the Vehicle hereby grants the Lessor authorization to realize the deposit or part thereof in the event the Lessee breaches the provisions of this Rental Agreement.

5. **Ancillary Charges For An Additional Fee**

- 5.1 **Damage** - as defined above and in accordance with the provisions in Section 6 below.
- 5.2 **Excess Kilometers** - an amount equal to NIS 3 for each kilometer exceeding the purchased quota unless the parties agreed in writing upon a different tariff.
- 5.3 **Handling Fee For Tickets And Fines** - the Lessor will assign tickets and fines in respect to offenses committed in connection with the Vehicle during the Rental Period. In consideration for assigning the tickets and fines as stated above the Lessee will pay a handling fee in the amount of NIS 71 for each ticket and fine issued in relation to the Vehicle during the Rental Period and this in addition to its obligation to pay the tickets and fines to the authorities.
- 5.4 **Accessories** - in accordance with the tariffs stipulated by the Lessor at that time.

- 5.5 **Fuel Fees** - all the payments for fuel will apply to the Lessee. The Lessee undertakes to return the Vehicle with a fuel tank as was delivered to its possession otherwise the Lessee will be charged the fuel costs pursuant to the Lessor's tariff which is 50% higher than the maximum fuel prices carried by petrol stations.
- 5.6 **Airport Additional Fee** – upon leasing and/or returning a vehicle from/to the airport.
- 5.7 **Toll Roads** - The Lessee will bear the payment of the travel surcharges on toll roads at the maximum tariff imposed by the road operator as well as a handling fee in the amount of NIS 58 (VAT included for Israeli resident) for each toll road separately.
- 5.8 **Young Driver Additional Fee** - in the event the Lessor permits an Authorized Driver under 23 years of age.
- 5.9 Any other additional charge specified in the Rental Agreement.

6. **Accidents, Theft and Other Damages**

- 6.1 The Lessor has executed the compulsory insurance cover suitable for the Vehicle in a bodily injuries policy. The Lessee must ensure that the Vehicle has a copy of the insurance policy and that it satisfies its conditions.
- 6.2 Upon returning the Vehicle, the Vehicle will be inspected by the Lessor's representative and damage to the Vehicle will be inspected in reliance upon the records of and pursuant to the Lessor's discretion, excluding damages unseen on the date of the Vehicle delivery.
- 6.3 The Lessee will pay for any Damage as defined above. Notwithstanding the above, in the event the Lessee purchased from the Lessor CDW and does not breach the provisions in Sections 3 or 4 to this Rental Agreement, the Lessee will only pay the deductible in accordance with the amount stipulated below, for each damage point caused by an accident or theft. A double deductible will apply in the event the Authorized Driver is a young driver under the age of 23.
- 6.4 Notwithstanding the above, the Lessee will pay for any damage to the lower chassis and/or tires and/or the Vehicle upholstery and/or any of the Vehicle's interior including dirt and stains inside the Vehicle caused by irregular or unreasonable use of the Vehicle.
- 6.5 All the charges for the damages to the Vehicle will be in accordance with the tariffs applicable at that time by the Vehicle importer's central garage.
- 6.6 In the event of damage the Lessee undertakes to cooperate with the Lessor to minimize the damage, including remitting a third party's full details, to appear in court upon demand, to remit details upon investigation of the incident, and to sign the Lessor's accident report and in the event of the Vehicle being stolen, to immediately report the theft to the police and to furnish confirmation from the police. In any event of such an incident, the Lessee undertakes not to provide to a third party and/or anyone else with any confession, offer, promise, waiver, settlement and/or payment and/or any information (other than information that must be remitted according law) in connection with the incident the Vehicle was involved in.
- 6.7 The Lessee will present to the Lessor upon its demand and at the very latest within 24 hours of occurrence of the damage, all the approvals and documents necessary to prove the damage, including the police authorization and other authorities insofar as necessary.
- 6.8 The Lessee hereby irrevocably appoints the Lessor and/or anyone on its behalf, to be its representative in any legal or other proceeding in connection with the Rental Agreement, to submit on its behalf and in its place against a third party, any claim deriving from the leasing of the Vehicle including a claim for damages caused to the Vehicle or the Lessee or any third party.
- 6.9 Handling Fee For Damage Incidents - in any event of damage to the Vehicle and/or third party, the Lessee will pay, in addition to the deductible fixed in the Rental Agreement (and regardless of whether the Lessee is at fault for the damage) as a handling fee, an amount equal to 25% of the deductible .

- o **Super CDW (NIS/\$ 0) zero deductible (provided that a billing line appears in the Rental Agreement)**
- o **I do not wish to purchase Super CDW. The deductible amount is: \$1000/ \$1500/ \$2000 /\$5000  
NIS 4000 /NIS 6000 /NIS 8000 /NIS 20000 (VAT will be added to Israeli resident)**

7. **Miscellaneous**

- 7.1 The Lessor is entitled to terminate the Rental Period with or without cause upon giving a prior notice of 48 hours to the Lessee via the telephone and immediately in the event of the Vehicle being stolen and/or involved in an accident and/or a criminal act and/or fraud and/or a misrepresentation or any kind of breach of the Rental Agreement.
- 7.2 In the event the Lessee breaches any condition of the Rental Agreement, the Lessor will be entitled to have the Vehicle returned to it any time and by any means it deems fit without prior notice to the Lessee, the Lessor can enter the Lessee's premises and/or place that the Vehicle is located at and to take all measures available to it to return the Vehicle to its possession, and all the expenses associated thereto will apply to the Lessee. The Lessee hereby waives any claim pertaining to damage and/or an expense and/or loss it and/or a third party sustains as a result of the Vehicle being seized by the Lessor.
- 7.3 The Lessor will not participate in any loss and/or damage for personal belongings of any type belonging to the Lessee and the liability to cover these damages will apply solely to the Lessee.
- 7.4 All rates mentioned in this Rental Agreement include VAT as prescribed by law, excluding the Deductible Amount in which VAT, if applicable, will be added as prescribed by law. .
- 7.5 The Lessee will pay an additional amount of 1.75% to be added to each payment in the event the Lessor agrees to accept a different currency to the currency used to stipulate the rental and ancillary charges prices.
- 7.6 The provisions in the Rental Agreement apply to the Lessee, driver and credit card holder jointly and severally, and responsibility to fulfill all the undertakings in the Rental Agreement applies to them jointly and severally and the Lessor's bookkeeping records including copies thereof will be deemed correct and will serve as *prima facie* proof of the Lessee's debt under the Rental Agreement.
- 7.7 The Lessor may pledge and/or assign its rights and obligations in connection with the Vehicle, provided that the Lessee's rights pursuant to this Rental Agreement are not prejudiced.
- 7.8 It is hereby clarified that any change to the Rental Agreement will be made solely upon the written prior approval of the Lessor.
- 7.9 Jurisdiction concerning the Rental Agreement or the derived from it is exclusively granted to the competent court in Tel Aviv.

**I confirm that I have read, understood and I agree to all the terms detailed above.**

The Lessee's Name \_\_\_\_\_ I.D./ Passport Number. \_\_\_\_\_ Date \_\_\_\_\_  
Credit Card Imprint \_\_\_\_\_