

# GPS TRACKING RENTAL AGREEMENT

1. **THE PARTIES:** Lessor and Lessee are hereinafter referred to as the "Parties".

Lessor:            **SPOTER**            **Vehicle**            **Tracking**            **Services**            Lessee:

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2. **DATE:** This Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made between the Parties.

3. **PURPOSE:** The purpose of this Agreement is for the Lessee to rent a Vehicle Tracking System (VTS) GPS based from the Lessor. The Lessee is renting the Vehicle tracking device from the Lessor for the following purpose:
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4. **AUTHORITY:** By entering into this Agreement, the Lessee is attesting that the vehicle-tracking device being rented from the Lessor will only be used in a lawful manner and for a lawful purpose. The laws relating to the surreptitious use of vehicle tracking devices vary greatly from state to state; consequently, the Lessee is hereby advised to seek legal counsel from a competent attorney before using any vehicle tracking device. The Lessor hereby advises the Lessee that as a general rule, it is unlawful to attach a tracking device to a vehicle that the Lessee does not own or is registered in prior with Spoter.

5. **ACCEPTABLE USE:** The Lessee shall only use the vehicle-tracking device for its intended purpose, in a reasonable manner, and in accordance with all applicable central, state, and local laws. At all times, the Lessee shall have an affirmative duty to ensure that any and all units of the Spoter tracking system are being used properly; and in compliance with all applicable central, state, and local laws. The Lessor reserves the right to cancel this Agreement at any time when the Lessor has a reasonable belief that the Lessee is using, or has used, the tracking device in an illegal or improper manner. In the event that the Lessor cancels this Agreement as stated above, the Lessee shall immediately return the tracking device to the Lessor in an acceptable condition; and shall be responsible for all costs and fees incurred to that point.

6. **COOPERATION:** At all times, the Lessee has an affirmative duty to fully and completely cooperate with the Lessor. The cooperation of the Lessee shall include, but not be limited to, full and truthful disclosure of all material and relevant information to the Lessor. The Lessee's duty to cooperate with the Lessor shall include a duty on the Lessee's part to be truthful with the Lessor when informing the Lessor of his/her stated purpose for renting the vehicle tracking device and his/her stated intended use of the vehicle tracking device.

**Lessee's Signature**

**Lessor's Representative Signature**

7. **DEPOSIT:** The Lessee agrees to pay the Lessor a conditionally SECURITY deposit in the amount of Rs. 1500.00 The Lessor will refund the deposit to the Lessee when the tracking devices is returned to the Lessor in an acceptable condition. Acceptable condition is determined bythe Lessor SPOTER Vehicle Tracking System Rental. Agreement using the standard of “fitness for intended use with consideration for cosmetic appearance”. The Lessee agrees that the Lessor shall be deemed to have the sole discretion in determining acceptable condition. In the event that the tracking device is damaged, altered, destroyed, lost, misplaced, or otherwise not returned to the Lessor in acceptable condition, the Lessor shall have the right to use the Lessee’s deposit to repair or replace the tracking device, at its sole discretion. The remainder of the Lessee’s deposit, if any, shall be refunded by the Lessor within ten (10) business days. When deciding whether to repair or replace a lost, damaged, or altered tracking device, the Lessor has no obligation to consider the Lessee’s wishes. In the event that the Lessor decides to replace a lost, damaged, or altered tracking device, the Lessee shall havethe right to claim the tracking device that is replaced, but shall be responsible for any shipping and handling costs incurred by the Lessor in the course of transferring said tracking device to the Lessee. If the Lessee’s deposit does not cover the cost of repairing or replacing the lost, damaged, or altered tracking device, the Lessee shall be responsible for paying the balance to the Lesser upon demand. The refund amount will be calculated with deducting of Depreciationcost on each devices.
8. **PENALTY:**In the event of lost or permanently damaged , the Lessee’s have to pay to Lessor the Device actual cost Rs. 7000/- [Rupees, Seven thousands only] per device as demurrages charge.
9. **MONTHLY FEES:** The Lessee agrees to pay the Lessor Rs. \_\_\_\_\_ every month, for use of the spoter tracking device and system. The fee for use of the tracking system includes a monthly comprehensive expenses and charges of the devices.
10. **PAYMENT TERMS:** The Lessee agrees to pay all fees due to the Lessor within fifteen (15) calendar days of an invoice being issued. All monies not paid within fifteen (15) calendar days from the date an invoice is issued, will accrue interest at the rate of 18% per annum. The Lessee further agrees to pay the Lessor’s attorney’s fees, and all other costs, incurred in the course of collecting or attempting to collect any unpaid balances.
11. **INDEMNIFICATION & RELEASE:** The Lessee, along with his/her successors, heirs, and beneficiaries, agrees to hold the Lessor, and its owner(s), employees, agents, contractors, and subcontractors along with its beneficiaries, successors, and heirs, harmless from any and all damages, losses, costs, and expenses, including attorney’s fees, suffered or incurred in connection with, or arising out of claims or charges which are occasioned by the use, possession, or installation of the GPS tracking device.

**Lessee’s Signature**

**Lessor’s Representative Signature**

12. **PERFORMANCE:** In any action with respect to this Agreement, the Parties are free to pursue any and all legal remedies at law or in equity; and the prevailing Party shall be entitled to collect reasonable attorney's fees and costs from the non-prevailing Party, as ordered by a court of competent jurisdiction.

13. **BUSINESS DAYS:** Business Days are defined as Monday through Saturday, excluding National holidays.

14. **ENTIRE AGREEMENT, MODIFICATION AND SURVIVAL:** This Agreement constitutes the entire Contract between the Parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination shall survive the same. Spoter reserves exclusivity on right towards modification of terms and conditions mentioned in the entire Agreement.

15. **DEVICE DETAILS :**

1) **Device IMEI :**

2) **Device IMEI :**

3) **Device IMEI :**

4) **Device IMEI :**

5) **Device IMEI:**

6) **Device IMEI:**

7) **Device IMEI:**

8) **Device IMEI:**

9) **Device IMEI:**

10) **Device IMEI:**

**Lessee's Signature**

**Lessor's Representative Signature**

**16. TECHNICAL DOORSTEP SERVICE:**

Yearly Two [2] no technical doorstep service is available on demand. If more than it is require Lessee agrees to pay service charges to the Lessor.

THE SIGNATURES BELOW INDICATE THE PARTIES' ACCEPTANCE OF THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT. AFTER THIS AGREEMENT IS SIGNED BY THE PARTIES IT SHALL BECOME A MUTUALLY BINDING CONTRACT.

Revenue  
Stamp with  
Cross Sign

Revenue  
Stamp with  
Cross Sign

\_\_\_\_\_  
**Lessee's Printed Name**

\_\_\_\_\_  
**Name of Lessor's Representative**

\_\_\_\_\_  
**Lessee's Signature**

\_\_\_\_\_  
**Signature of Lessor's Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Gurrenter -1 Printed Name**

\_\_\_\_\_  
**Gurrenter -2 Printed Name**

\_\_\_\_\_  
**Gurrenter -1 Signature**

\_\_\_\_\_  
**Gurrenter -2 Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**