

Công hòa xã hội chủ nghĩa Việt Nam

Số: [ ] - [ ] - [ ] - Hình thức:

**Hợp đồng thuê xe máy**

**Ông A:** Công ty TNHH Thương Mại Dịch Vụ Phát Triển Công Nghệ Thông Tin, Trụ sở: 11 Ngõ 142 Phố Cầu Giấy, Quận Cầu Giấy, Hà Nội. Mã số thuế: 0105306316

**Ông B:** Ông/Bà: \_\_\_\_\_  
Quốc tịch: \_\_\_\_\_  
Số hộ khẩu: \_\_\_\_\_  
Số điện thoại: \_\_\_\_\_  
Email: \_\_\_\_\_  
Địa chỉ: \_\_\_\_\_  
Nghề nghiệp: \_\_\_\_\_

Ông B đồng ý thuê của Ông A \_\_\_\_\_ chiếc xe máy với các điều kiện như sau:

Loại xe: \_\_\_\_\_  
Số lần sử dụng: \_\_\_\_\_  
Thời hạn thuê: \_\_\_\_\_ / tháng  
Giá thuê: \_\_\_\_\_  
Bảo hiểm: Có/không; Tỷ lệ giá: \_\_\_\_\_ năm  
Số tài khoản: \_\_\_\_\_

**Điều kiện thuê, đồng ý chấp thuận của khách hàng thuê xe ô tô như sau:**

**1. Thời hạn thuê xe máy**

1.1. Thời hạn thuê xe máy tối thiểu là 03 (ba) tháng. Nếu khách hàng thuê xe máy ngắn hạn (từ 01 đến 02 tháng) thì giá thuê sẽ cao hơn. Nếu khách hàng thuê xe máy dài hạn (từ 03 tháng trở lên) thì giá thuê sẽ thấp hơn.

1.2. Thời hạn thuê xe máy tối thiểu là 03 (ba) tháng. Nếu khách hàng thuê xe máy ngắn hạn (từ 01 đến 02 tháng) thì giá thuê sẽ cao hơn. Nếu khách hàng thuê xe máy dài hạn (từ 03 tháng trở lên) thì giá thuê sẽ thấp hơn.

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**MOTORBIKE RENTAL CONTRACT**

**Party A:** THU DAN Co., Ltd

Address: 11 Alley 142 Dai Cua Co. (Binh Hanoi)  
Tax code: 0105306316

**Party B:** \_\_\_\_\_  
Nationality: \_\_\_\_\_  
Passport number: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Work: \_\_\_\_\_

Party B agrees to rent \_\_\_\_\_ motorbike from Party A with terms and conditions as below:

Motorbike's model: \_\_\_\_\_  
Registration number: \_\_\_\_\_  
Rent: \_\_\_\_\_ per month  
Deposit: \_\_\_\_\_  
Insurance: YES / NO. Cost: \_\_\_\_\_ USD/year  
Replacement Cost: \_\_\_\_\_ USD

**Important notes: This contract apply for long term rental that are at least 3 months.**

**1. Payment and Reimbursement**

1.1. Rent is payable on the date of commencement of this contract each month. This contract will recommence each month on the rent due date unless there is a 24 hours notice from party B.

1.2. Rent is payable in US Dollars or VND at the current exchange rates set by Vietnam Bank.

1.3. The rent will be paid one month in advance. If party B wishes to rent less than a full month, a 24 hours notice is required. If party B has paid for one month but wish to return the bike before the rent day, the rent for the rest of the month is non-refundable.

1.4. The rent for the extra days is as below:

**1.5.** Party B must inform party A of any problem with the bike and party A will get it fixed as soon as possible.  
The cost to fix the bike will be on party B's account if those problems are due to:

- Party B has an accident.
- Party B accidentally drops the bike resulting in broken parts or damage to the engine.
- Party B doesn't check the air in the tyres often enough, which causes flat tyres.
- Party B gets the bike fixed somewhere without our knowledge or approval.
- The bike doesn't work due to bad weather (e.g. rain, flood etc)

**1.5.5.** Reasonable wear and tear on the bike caused by using the bike in the way it was intended.  
**1.5.6.** Mechanical problems not resulting from accidents, incorrect use or unauthorized repairs of the bike.

**1.6.** The cost to fix the bike will be on party A's account if those problems are due to:

- Reasonable wear and tear on the bike caused by using the bike in the way it was intended.
- Mechanical problems not resulting from accidents, incorrect use or unauthorized repairs of the bike.

**1.7.** If party B has paid to fix the bike in a mechanic's without letting party A know, party A will not be responsible for any charge claimed.

**1.8.** The cost to fix the bike will be on party A's account if those problems are due to:

- Reasonable wear and tear on the bike caused by using the bike in the way it was intended.
- Mechanical problems not resulting from accidents, incorrect use or unauthorized repairs of the bike.

**1.9.** If party B has paid to fix the bike in any mechanic's without party A's approval, party A will reimburse those charges on party A's account as stated in 1.8 above in full and will not be responsible for any incidental charges claimed.

**1. Delivery and collection**

**1.1.** The delivery/ collection fee is 100,000 VND per bike per delivery/ collection.

**1.2.** All deliveries and collections need to take place during working hours, if party A is forced to collect any bike outside of these hours or from a third party, party A reserves the right to withhold the deposit as stated in 5.2. below.

**1.3.** Party A is unable to deliver / collect bikes outside of Hanoi.

**1.4.** Bikes can be collected / returned to the shop at any time during working hours.

**2. Service and Repair**

**2.1.** Party A provides a free service for all bikes once every two months at our mechanic shop in 190 Lê Lợi St, Tay Ho or 31 Phu Doan Street.

**2.2.** If the bike has any problems, party B must take it to the mechanic shop to get it fixed. Party A can help take the bike to the shop if:

- Party B can't drive due to injury.
- The bike will not start. However, if this is due to an accident, a fee might be charged for transportation of the bike.

**2.3.** Flat tyres: Party A will reimburse the cost to fix the flat tyre if the cause is because the tyre has worn out. Party A will not reimburse if the cause of the flat tyre is that:

- the air pressure in the tyre is incorrect.
- the bike carries more weight that it is supposed to.
- the puncture is caused by factors out of our control (e.g. you drive on something sharp such as a nail or piece of glass).

The reimbursements are as below:

Period/ Thời gian	Wave Alpha	Wave RS	Yamaha Mio	Yamaha Neovo/ Yamaha Axiis
2 weeks (from 8 to 14 days)	\$25	\$30	\$35	\$40
2 weeks (15 to 21 days)	\$15	\$20	\$25	\$30
1 to 2 days/ 1 đến 2 ngày	\$10	\$10	\$10	\$10

**2. Bikes and accessories**

**2.1.** Party A provides a free service for all bikes once every two months at our mechanic shop in 190 Lê Lợi St, Tay Ho or 31 Phu Doan Street.

**2.2.** If the bike has any problems, party B must take it to the mechanic shop to get it fixed. Party A can help take the bike to the shop if:

- Party B can't drive due to injury.
- The bike will not start. However, if this is due to an accident, a fee might be charged for transportation of the bike.

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- the puncture is caused by factors out of our control (e.g. you drive on something sharp such as a nail or piece of glass).

The reimbursements are as below:

Bike/ Loại xe	Each Repair/ Mỗi lần sửa	Replacing the inner tube/ Thay lốp
Wave Alpha	40,000 VND	100,000 VND
Wave RS	40,000 VND	100,000 VND
Yamaha Mio	40,000 VND	100,000 VND
Yamaha Neovo	40,000 VND	100,000 VND

**3. Delivery and collection**

**3.1.** The delivery/ collection fee is 100,000 VND per bike per delivery/ collection.

**3.2.** All deliveries and collections need to take place during working hours, if party A is forced to collect any bike outside of these hours or from a third party, party A reserves the right to withhold the deposit as stated in 5.2. below.

**3.3.** Party A is unable to deliver / collect bikes outside of Hanoi.

**3.4.** Bikes can be collected / returned to the shop at any time during working hours.

**4. Service and Repair**

**4.1.** Party A provides a free service for all bikes once every two months at our mechanic shop in 190 Lê Lợi St, Tay Ho or 31 Phu Doan Street.

**4.2.** If the bike has any problems, party B must take it to the mechanic shop to get it fixed. Party A can help take the bike to the shop if:

- Party B can't drive due to injury.
- The bike will not start. However, if this is due to an accident, a fee might be charged for transportation of the bike.

**4.3.** Flat tyres: Party A will reimburse the cost to fix the flat tyre if the cause is because the tyre has worn out. Party A will not reimburse if the cause of the flat tyre is that:

- the air pressure in the tyre is incorrect.
- the bike carries more weight that it is supposed to.
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**1.5.5.** Reasonable wear and tear on the bike caused by using the bike in the way it was intended.  
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**1.6.** The cost to fix the bike will be on party A's account if those problems are due to:

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**1.3.** Party A is unable to deliver / collect bikes outside of Hanoi.

**1.4.** Bikes can be collected / returned to the shop at any time during working hours.

**2. Service and Repair**

**2.1.** Party A provides a free service for all bikes once every two months at our mechanic shop in 190 Lê Lợi St, Tay Ho or 31 Phu Doan Street.

**2.2.** If the bike has any problems, party B must take it to the mechanic shop to get it fixed. Party A can help take the bike to the shop if:

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Yamaha Mio	40,000 VND	100,000 VND
Yamaha Neovo	40,000 VND	100,000 VND

**3. Delivery and collection**

**3.1.** The delivery/ collection fee is 100,000 VND per bike per delivery/ collection.

**3.2.** All deliveries and collections need to take place during working hours, if party A is forced to collect any bike outside of these hours or from a third party, party A reserves the right to withhold the deposit as stated in 5.2. below.

**3.3.** Party A is unable to deliver / collect bikes outside of Hanoi.

**3.4.** Bikes can be collected / returned to the shop at any time during working hours.

**4. Service and Repair**

**4.1.** Party A provides a free service for all bikes once every two months at our mechanic shop in 190 Lê Lợi St, Tay Ho or 31 Phu Doan Street.

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Yamaha Mio	40,000 VND	100,000 VND
Yamaha Neovo	40,000 VND	100,000 VND

**5. Terms and Conditions**

**5.1.** Party B must obtain prior approval for all and any mechanical work carried out on the bike and be liable for 1. the cost of any work and 2. the cost of any proceeding work needed to fix any repairs.

**6. Loss / Theft / Write off**

**6.1.** In the event of lost / stolen / written off bikes, party A will:

- Help report the missing bike to the police.
- Estimate and inform party B the bike's current value.
- Request party B to pay for the bike. Party A will then give party B the bike's registration papers so that party B can claim the bike should the police find it.

**6.2.** If the police retrieve your bike, party B must inform party A as soon as possible so that party A can get it back. Party B will be responsible for any charges incurred which may include fines, storage, or transportation.

**6.3.** If party B parks the bike somewhere and loses the bike, party B must inform party A as soon as possible and party A will help you get the bike.

**7. Returning the bike**

**7.1.** Bikes are to return at the shop during working hours. A pick up fee will be charged if Party B is unable to return the bike at the shop.

**7.2.** A 24 hours notice is required before returning the bike. Party A does not accept for bikes to be left without.

**7.3.** If there is any damage to the bike party A will withhold the deposit until repairs are done. Party B is expected to pay any extra costs if these are greater than the deposit.

**7.4.** When returning the bike it is party B's responsibility to check carefully for any items left under the seat.

**8. Deposit**

**8.1.** The deposit is one month rent.

**8.2.** The deposit will be returned in full if:

- Party B returns the bike on time with due notice.
- The bike is not damaged.
- There are no missing parts.
- The bike is reasonably clean.
- There is a full tank of petrol left in the bike.
- Party B has rent the bike for at least 2 months.

**8.3.** The deposit will be retained if:

- There is no 24 hours notice.
- The bike is damaged.
- There are parts missing.
- The bike is with a third party.
- Party A is forced to collect any bike outside of working hours.
- Party B has not rent the bike for over 2 months.

**8.4.** Party A will return the original deposit back and will not allow for any difference in exchange rate nor pay any interest on the original deposit.

**8.5.** Other charges

- Dirt bike: 50,000 VND (fifty thousand dong)
- Bike without a full tank of petrol: 100,000 VND (one hundred thousand dong)

Handed \_\_\_\_\_

Handed \_\_\_\_\_

Party A/Party A \_\_\_\_\_ Party B/Party B \_\_\_\_\_