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## VEHICLE HOSTING AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ .20\_\_\_\_\_

**BETWEEN**

**GlideX**, registered in the Republic of Kenya of Post Office Box Number \_\_\_\_\_  
(hereinafter referred to as "the **Company**" or "**GlideX**" which expression shall where the context so admits include the representatives, successors in the title and assigns) of the first part

**AND**

Full Name: \_\_\_\_\_

Of National Identification Number {ID NO.}: \_\_\_\_\_

KRA Personal Identification Number (KRA PIN): \_\_\_\_\_

Post Office Box Number: \_\_\_\_\_

(Hereinafter referred to as "the **Host**" which expression shall where the context so admits includes the assigns and personal representatives or the successors in title) of the second part

**WHEREAS:-**

The **Host** is the registered / beneficial owner of the following Motor Vehicle:

Make and Model: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Chassis No: \_\_\_\_\_

Engine No: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_

(Hereinafter referred to as "the vehicle")

**Car Tracking GPS Log-in Details:**

Company: \_\_\_\_\_

Name of the Application: \_\_\_\_\_

Login: \_\_\_\_\_

Password: \_\_\_\_\_

**AND WHEREAS** the Host has agreed to list the vehicle on the Company's platform and the Company has agreed to facilitate bookings for the vehicle on the terms and conditions set out herein below.

**NOW THIS AGREEMENT WITNESSETH AS FOLOWS:**

**1. Commencement Date & Duration**



**1.1** The commencement date of this Agreement is on \_\_\_\_\_, 20\_\_\_\_\_. And this Agreement shall come into effect on the commencement date and unless terminated earlier in accordance with this Agreement, shall continue until the expiry of the agreed period herein.

**1.2** The Host shall list the said vehicle with the Company for an agreed period of \_\_\_\_\_ months (Renewable) effective from the commencement date.

**1.3** The Company shall have the option, at its sole discretion, to renew the listing of the said vehicle for any further period after the expiry of this Agreement.

## 2. Host's Obligations

**2.1** The Host shall provide the Company with the documents stated in Schedule I of this Agreement.

**2.2** The Host shall ensure that the said vehicle is fully covered with a **comprehensive insurance policy** with a reputable insurance company throughout the duration of this Agreement. This policy shall be considered the primary insurance for the vehicle. Further, the Host shall inform the said insurance company, in writing, copied to the Company, that the vehicle is being made available for self-drive hire via the GlideX platform.

**2.3** That in the event of renewal of the said primary insurance policy, the Host must avail the renewal certificate to the Company within three (3) working days prior to the expiry of the existing one.

**2.4** The Host shall ensure that the said vehicle has the necessary statutory licenses (including NTSA inspection) and ensure compliance with any statutory changes effected from time to time.

**2.5** The Host shall ensure that the vehicle is in sound mechanical condition and is serviced according to the manufacturer's recommendations (including routine 5,000km or 10,000km services, as applicable). The Host shall pay for the motor vehicle inspection of the said vehicle (if necessary), where after a workshop authorized by the Company shall inspect and approve of the vehicle before the Company lists it on the platform.

**2.6** The Host shall be liable for any claims from the use of the said vehicle, howsoever arising, including but not limited to parking fines, towing charges, fines or expenses, **prior** to the commencement of this Agreement or incurred outside of an active booking period.

**2.7** The Host shall install a car tracking system from a reputable company in the vehicle and shall ensure that the system works perfectly during the duration of this Agreement, and shall provide full access to the Company.

**2.8** The Host shall ensure at the completion of every agreement period the vehicle shall be inspected and repaired for any major tear and wear not attributable to a specific booking incident.

## 3. Company's Obligations



GlideX

Westlands, Riverside Drive

0768266255

glidexp.com

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**3.1** The Company shall use commercially reasonable efforts to ensure that only persons (Drivers/Renters) who are properly skilled, trained, qualified, competent, and licensed under the provisions of the Traffic Act, Cap 403 Laws of Kenya, shall be permitted to book the vehicle through the platform.

**3.2** In the event that the vehicle has broken down, stalled or is otherwise unable to be utilized, the Company shall notify the Host of the breakdown in order to allow the vehicle to be collected for repair.

**3.3** If the vehicle is impounded due to an infringement of the law by a Renter or seized through exercise of lawful judicial or governmental authority during an active booking, the Company shall manage the recovery process. The Host shall not be liable for any payments during the period that the vehicle is so impounded or seized, subject to the terms of the Host Protection Policy.

**3.4** If the period of impoundment or seizure exceeds Thirty (30) days, this Agreement shall automatically terminate with no further rights or obligations Amongst parties.

**3.5** The Company shall be permitted to brand the vehicle, which said branding shall be removed by the Host at the completion or upon termination of this Agreement.

#### **4. Accidents, Damage, and Host Protection**

**4.1 Host Protection Policy.** The Host's vehicle shall be covered by the Company's "Host Protection Policy" (hereinafter "the Policy") during any active booking period facilitated by GlideX. The specific terms, coverage limits, exclusions, and host responsibilities under the Policy are provided in Schedule II [or "are available at [glidex.com/protection](http://glidex.com/protection)"] and form a part of this Agreement.

**4.2 Host Liability.** The Host shall not be held fully liable for any damages, loss, or theft occurring during an active booking, *provided that* the Host has complied with all terms of this Agreement and the requirements of the Policy (including providing accurate vehicle information, up-to-date primary insurance, and maintenance records).

**4.3 Incident Reporting.** In the event of an accident, damage, or theft, the Host and Company agree to immediately notify the Police and each other, and to cooperate fully with the Company, its insurers, and investigators to resolve the incident and pursue any necessary claims.

**4.4 Repair Management.** The Company shall manage or pre-approve all repairs for damage sustained during an active booking to ensure compliance with its platform standards.

**4.5 Application of Policy.** Upon a covered incident, the Company shall initiate a claim under the Policy. Any amount paid out by the Policy (the "Policy Payout") shall be applied directly to the total cost of the repairs (the "Repair Cost").

**4.6 Repair Loan Mechanism.**

- a) If the Repair Cost exceeds the Policy Payout, the Company shall, at its discretion, cover the full remaining balance (the "Repair Balance") to ensure the vehicle is repaired and made roadworthy.
- b) This Repair Balance shall be treated as an interest-free advance (the "**Repair Loan**") from the Company to the Host.



- c) The Company shall recover the Repair Loan by making partial deductions from the Host's subsequent Host Payouts. The deduction shall be set at [e.g., 20% - 30%] of each Host Payout until the Repair Loan is paid in full.
- d) **Example:** If a Repair Cost is KES 100,000 and the Policy Payout is KES 40,000, the Repair Loan to the Host is KES 60,000. If the deduction rate is 25% and the Host's next payout is KES 50,000, the Company shall deduct KES 12,500 (25% of 50,000) and remit KES 37,500 to the Host. This will continue until the KES 60,000 is fully recovered.

**4.7 Total Loss.** In the event the vehicle is assessed as a total loss after any accident, this Agreement shall be terminated forthwith.

## 5. Compensation Model

The parties agree to be bound by the Compensation Model initialed below. **Only one (1) model shall apply** for the duration of this Agreement.

### OPTION A: REVENUE SHARE MODEL

Host Initials: \_\_\_\_\_ Company Initials: \_\_\_\_\_

**5.1 Commission.** The Company shall be entitled to a commission (the "**Commission**") equivalent to **Thirty Percent (30%)** of the Gross Booking Revenue for each completed booking of the Host's vehicle facilitated through the GlideX platform.

**5.2 Gross Booking Revenue.** "Gross Booking Revenue" shall mean the total amount paid by the renter for the hire of the vehicle, including mileage fees, but *excluding* any taxes, platform booking fees, or other charges levied directly by the Company to the renter.

**5.3 Host Payout.** The Host shall be entitled to the remaining **Seventy Percent (70%)** of the Gross Booking Revenue (the "**Host Payout**") for each completed booking.

### OPTION B: FIXED LEASE MODEL

Host Initials: \_\_\_\_\_ Company Initials: \_\_\_\_\_

**5.4 Monthly Payment.** The Company shall pay the Host a fixed sum of:

Kenya Shillings: \_\_\_\_\_  
(Kshs. \_\_\_\_\_/=) for every 30 days (Monthly) that the vehicle is available to the Company.

**5.5 Proration.** This payment shall be prorated for any period the vehicle is unavailable due to Host's personal use (as per Clause 7.8), repairs not covered by the Host Protection Policy, or any other reason attributable to the Host.



## TERMS APPLICABLE TO BOTH MODELS

**5.6 Payment Schedule.** The Company shall remit all accrued payments (either Host Payout or Fixed Monthly Payment) to the Host on a **monthly** basis.

**5.7 Deductions.** The Company is authorized to deduct from any payment owed to the Host any amounts owed by the Host to the Company, including, but not limited to, recovery of a Repair Loan as defined in Section 4.6.

**5.8 Taxes.** The said payments under this Agreement shall be made without any deductions of taxes or other charges, except insofar as the Company is required to deduct the same to comply with the applicable law in force at the time (e.g., withholding tax).

**5.9 Payment Method.** The said payments shall be made by cheque or electronic fund transfer to an account provided by the Host in writing to the Company.

## 6. Termination

**6.1** Either party may terminate this Agreement at any time by giving the other party **Thirty (30) days' notice** in writing sent by registered mail or courier to the address of the relevant party as set out at the head of this Agreement.

**6.2** In the event any party terminates this agreement without the Thirty days' notice, they shall compensate the other party **Kshs. Thirty Thousand Shilling Only (Kshs. 30,000/=)** in lieu of notice.

**6.3** Upon termination of this Agreement, the Host shall be responsible for recovering the said vehicle and removing any Company branding.

**6.4** If this Agreement is terminated as provided herein and except for any accrued rights; neither party shall be under any further obligation to the other party.



## 7. General

**7.1 Force Majeure.** Neither party shall have any liabilities or be deemed to be in breach of this Agreement for any delays or failures in the performance of This Agreement, which results from circumstances beyond the reasonable control of that party, including, but not limited to; riots, civil disturbances, acts of lawlessness and abnormal vagaries of weather.

**7.2 Amendment.** This Agreement may only be amended in writing and signed by the parties.

**7.3 Assignment.** In the event that the Host intends to sell the vehicle, during the duration of this Agreement, he/she shall inform the Company in writing, including the details of the intended purchaser.

**7.4 Confidentiality.** Each party shall maintain confidentiality of the terms of this Agreement and of any information obtained directly or indirectly under this Agreement and not divulge the same to any other person, save for the performance of its obligations under this Agreement.

**7.5 Further Actions.** Each party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purpose of this Agreement.

**7.6** This Agreement, including its schedules, sets out the entire Agreement between the Company and the Host and supersedes all prior oral or written agreements, arrangements or understandings between them.

**7.7 Agency.** No agent or employee of the Company shall have the power to waive any of the terms or provisions hereof, or to incur additional obligations on behalf of the Company unless such waiver or additional obligations are evidenced by an agreement in writing signed by a duly authorized officer of the Company and by the Host.

**7.8 Personal Use by Host.** If the Host wants to use the vehicle for whatever reason, notice of intention to use the vehicle should be communicated **three (3) days prior**, subject to availability (i.e., no existing booking).

- **If on Fixed Lease Model (Option B):** The days the vehicle is taken for personal use are subject to deduction from the monthly payment. If the vehicle is taken for more than (2) days, the Host is charged the standard market rate per day, which shall be deducted from the monthly payment. If taken for a period of two weeks consecutively, the Host shall not be entitled to any payment in the said month.
- **If on Revenue Share Model (Option A):** The Host may block the vehicle for personal use via the platform calendar, provided no active booking exists. No compensation shall be due to either party during such a period.

**7.9 Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.



## **8. Jurisdiction**

**8.1** Any dispute arising from this Agreement shall be governed by **Kenyan Law**.

## **9. Dispute Resolution**

**9.1** The parties to this Agreement agree to have their dispute resolved at the first instance through **negotiation** between themselves.

**9.2** If the negotiations fails, the dispute shall be referred to a single **mediator**, appointed by agreement between the parties, failure thereof, the Chairman Chartered Institute of Arbitrators, who shall mediate upon the dispute within thirty (30) days of Appointment.

**9.3** If there is no resolution of the dispute before the mediator, the matter shall then be handled in **court**, through the normal litigation process.



## SCHEDULE I

The **Host** of the said vehicle shall provide the **Company** with the following:

1. Original and Copy of the Log Book as proof of ownership of the said vehicle.
2. Copy of K.R.A Pin Certificate.
3. Original (for verification purposes) and Copy of the Host's National Identification Card.
4. Valid Certificate of Comprehensive Insurance.
5. Valid NTSA Inspection Certificate.
6. Any other necessary document as shall be required by the Company for the purposes of this Agreement.