

CUSTOMER APPLICATION FORM

PRODUCT CUSTOMER DETAILS	
Customer Name:	Contact No.:
Address [as on Id Card] :	Email-Id:
Permanent Address:	Address Proof:
Id No. :	

PRODUCT DETAILS	
Product Type:	Quantity:
Model No.:	

RENTAL DETAILS	
Total Rental Amount:	Rental Period:
Monthly Rental EMIs:	

I have read/the contents have been read over and explained to me in vernacular and I have thoroughly understood the terms and conditions as mentioned in this CAF document and have scribed my signatures to the consent thereof. The payment details mentioned above are correct and I will abide by the payment terms for the purpose of renting and will pay the rent in time.

I also confirm that:

- I am not debarred by law from entering into a contract.
- I will pay the rent due as mentioned in this document on time without any default, if not paid by me, Quantam Rental Solutions can initiate legal proceedings against me and have all the rights to recover the amount due.

TERMS & CONDITIONS

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN CUSTOMER AND QUANTAM RENTAL SOLUTIONS PRIVATE LIMITED HEREINAFTER CALLED AS RENTKAR. “CUSTOMER” REFERS TO THE INDIVIDUAL CUSTOMER OR THE COMPANY REPRESENTED BY THE CUSTOMER.

BY REGISTERING ON OUR PLATFORM OR USING OUR PLATFORM, YOU AGREE TO BE BOUND IRREVOCABLY BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PRODUCT POLICIES FOR EACH SERVICE YOU SUBSCRIBE FOR OR USE IN CONNECTION WITH THE RENTKAR SITE. THIS AGREEMENT IS VALID FOR ALL THE CUSTOMERS ASSOCIATED WITH THE QUANTAM RENTAL SOLUTIONS PVT. LTD [RENTKAR].

1. TERM

This Agreement shall commence on the date the product (“Product(s)”) are delivered to the Customer and remain in full force and effect until the fixed period [equivalent to the tenure of the contract that is agreed by the Customer while booking the Product(s)] expires and the Products is returned to RENTKAR, unless terminated earlier or extended pursuant to the mutual consent of both the parties to the Agreement.

2. DOCUMENTS REQUIRED FOR VERIFICATION

The following are the documents which are required for the verification of the Customer:-

- i. 3Months/ 6Months Bank Statement; and,
- ii. Parent’s/ Relatives/ Friend’s Contact number, Address Proof; and,
- iii. Customer’s Aadhar Card/ Driving License/ Voter Id Card/ Passport

3. LIABILITIES OF CUSTOMER

- i. The Customer shall have the liability of the rented products to keep them safe in their custody. If the Customer is found negligent by the company [i.e. Quantam Rental Solution Pvt. Ltd.] with regards to the usage of the rented products, the company shall be at liberty to rescind the contract, and forfeit the security amount if any.
- ii. The Customer shall pay all the rent and the booking amount [if applicable] well in time as agreed between the parties to the rental agreement. Delay in payment of the rent may lead to penalty as per the company policy.
- iii. The Customer authorizes **RENTKAR** to alter at any time the amount of rent as applicable for a particular product. Any alteration in the amount of rent shall apply retrospectively between the parties.

- iv. The Customer shall be held liable for any misuse of the rented product [Laptop, Mobile Phones, Speaker, etc] during the rented period.
- v. **The Customer shall be liable for any act committed by him under the purview of Information Technology Act, 2000 or any other Cyber Crime during the rental period. Rentkar shall not be liable for any act committed by the Customer.**
- vi. The Customer must furnish complete and accurate information and details to the company about himself and no vital information has been omitted to be stated.
- vii. The Customer shall always have in his possession the rented product, until all the rent dues are not repaid to the company.
- viii. The Customer shall not during the tenure of this Agreement, avail of or obtain rent from any third party by re-renting the product, without prior written consent of the company.
- ix. The Customer shall not either Delete or Uninstall any application on Mobile Phone or Laptop which is being installed for determining the location or antitheft purpose by the Lender or Rentkar.
- x. The Customer shall promptly inform the Company about any loss or damage to the rented product.
- xi. The Customer shall be solely being responsible for any loss or damage to the rented product. The Company shall have all the rights to recover the amount of the damages [As assessed by the Company] from the Customer.
- xii. The Customer shall maintain the product in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the Product or do anything which will render the market value of the product insufficient.
- xiii. The Customer shall not during the tenure of this agreement, either part with possession of or create third party rights in the product or any part of it [whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise].
- xiv. The Customer shall not give the product as surety or guarantee for any third party liability or obligation.
- xv. The Customer shall comply with all the terms of the most important information and keep himself aware of the rules of the company, as pertaining to this rent and in force from time to time.
- xvi. The Customer shall not do or cause to be done any act which may result in the product being seized or confiscated by any authority under law.

4. INDEMNITY

The Customer shall indemnify the Company [i.e. Quantam Rental Solutions Pvt Ltd.] and keep indemnified the Company save and harmless on demand in respect of any actions, claims, costs, demands, expenses, losses and liabilities made against, suffered or incurred by the customer arising directly or indirectly from or in connection with the product being rented from Rentkar.

5. PAYMENT

- i. In case of any payment queries or reconciliations, Customers can drop us an email on rentkarr@gmail.com . Customers will be notified via email / SMS or App Notification, each time a new order is booked.
- ii. All payments are to be made in advance. The Payment need to be made by the end of 3rd day from the start of rental period. No excuses of invoices not received shall be entertained later.
- iii. In the event of default beyond the 15th day, Rentkar reserves the right to visit and collect the items, with or without the consent of the customer. In the event that the customer wants to retain the item, late fees shall be applicable as 10% of the rental amount for the given month.

6. DELIVERY

The Customer shall inspect the Products for any damage and quality during the time of delivery. In case any Product is damaged during transit or unfit for use, Rentkar shall replace the same at its own cost and in case a replacement is not required, such damage shall be noted in the delivery receipt and a photo of the same shall be taken for record.

The Customer shall check the screen of laptop and Mobile phone, and the wires of the speaker and the functionality of the same at the time of delivery and ensure that they are in proper condition as is mentioned in the description of the product. If not so, the customer shall contact Rentkar and return the product back to Rentkar, Rentkar will not be responsible if the product is once accepted by Customer, and Product if once accepted by Customer, no complaint shall be entertained regarding the functionality or the damage of the product. All the responsibility shall be of the Customer if the product once is accepted by him.

7. DAMAGE/LOST :

The Customer shall be liable to pay for any damage (including but not limited to dent, scratches, breakage, chipping, cracked display, jail break of device, exposure to liquidator dampness or moisture or sand, hardware and software tampering including jailbreak, rooting, unlocking boot ROM, bending of Product frame, modifications, unauthorized repairs, tampering of the Product serial number and malware installation or any other cause not arising due to manufacturing defect of the Product) of the Product, up to the existing market value of the Product, at the time of such damage. In case the product is lost (including but not limited to robbery, theft, misplacement) by the Customer, the Customer shall intimate Rentkar immediately and the Customer shall either file a first information report (“FIR”) with the jurisdictional police station and share the copy with Rentkar or shall assist Rentkar in filing the FIR. The Customer shall be liable to pay a penalty amounting to the existing market value of the Product, at the time of such incident.

8. DATA

The Customer is hereby informed that after the rental period is completed any data stored (including but not limited to contacts, images, videos, files, software and passwords) in the Product will be deleted and reformatted. Rentkar shall not be responsible for any loss of software programs, data or other information contained on the Product.

9. TERMINATION

In the event, the Customer does not wish to extend the rental period beyond the Agreement date, the Agreement shall terminate on last day of the rental term. Rentkar shall have the right to immediately terminate this Agreement in the following events:

- a. default of payment of rental dues or any other payment dues by the Customer; or
- b. breach of any of the terms of this Agreement.

10. CONSEQUENCES OF TERMINATION:

Rentkar shall have the right to take possession of the Products delivered to the Customer immediately;

- 1. Any payment/ rent pending from the Customer, not paid after repeated reminders.
- 2. The Security Deposit is not sufficient to cover the damage to the Product, Customer shall be liable to pay additional amount for such damage.
- 3. In case of termination due to non-payment of rental dues, the Security Deposit refund shall be forfeited by Rentkar. Notwithstanding any other terms of this Agreement, Rentkar shall have the right to terminate the Agreement without any cause by providing 30 days' notice to the Customer.

11. JURISDICTION

In case of any dispute arising between the parties, may be dealt through Arbitration and both the parties shall abide by the decision of the arbitral tribunal. The place of arbitration shall be Mumbai only. In case of non-returning of the product and non-payment of the rent, the company have the right to institute criminal proceedings against the Customer, and the place of institution of criminal proceedings shall be at Mumbai.

12. DISCLAIMER

By signing below, the Customer acknowledges their understanding of the terms of doing business with Quantam Rental Solutions Private Limited and agrees to abide by these terms at all times.

RENTAL AGREEMENT/ CONSENT FORM

This agreement is made on this date **dd/mm/yyyy** by and between **[Name of Customer]**, Address: hereinafter referred to as Customer/Party to the agreement, AND

Quantam Rental Solution Pvt Ltd. through its directors having corporate office at 501, Matushree Chs Ltd, 196 MV Road, Andheri East, Mumbai, Maharashtra-400096 called the RENTKAR/Party to the agreement.

That the Customer has agreed to take on rent, the products being **{Insert the Product description}** through the online platform www.Rentkar.in owned by Quantam Rental Solutions Pvt. Ltd. on rent for a period of **[Insert No. of Months]** month.

Now this Rental Consent Agreement witnesses as under

That, **Customer** has agreed to pay Quantam Rental Solutions Pvt. Ltd. **Rs./-** [..... **Only**], of the amount, inclusive of applicable taxes, as rent. The Customer shall deposit the rent amount against a duly generated invoice by Rentkar in:

- Bank Account No.: **50200047956343**
- Name of the Account Holder- **Quantam Rental Solutions Pvt. Ltd**
- IFSC Code- **HDFC0000016**
- Bank & Branch- **HDFCBank, BandraWest Pali Hills, Mumbai**

That both the parties have read and understood this agreement and all the terms and conditions related to the product being rented in this agreement, and have agreed to sign the same without any coercion, undue influence, fraud, misrepresentation. The parties have freely consented to the agreement.

Signature of Customer/Authorised Signatory

Signature of Founder/Director

Quantam Rental Solution Pvt Ltd.