**AGREEMENT**

*Parties*

*Recitals*

**THIS AGREEMENT IS** made on 11th of October, 2010 in the year of our lord two thousand and Ten, BETWEEN **SAVITREE RAMDIAL** of 25 Riverside Road, Curepe (hereinafter called “the owner” )of one part and **SHAIN PIERRE** of 52 Cuthbert Circular Road, Four Roads, Diego Martin (hereinafter called “the Driver”) in the island of Trinidad, of the other part

**WHEREAS**

1. The owner is desirous of authorizing the driver to operate an Automobile Car with registration number HBG 9164 Mitsubhishi Lancer (hereinafter called “the Vehicle”) for the purpose of running it as a Taxi and the driver is desirous of receiving the Vehicle for the purposes of running it as a taxi.

NOW IT IS HEREBY AGREED as follows:

1. The Owner shall for the consideration hereinafter mentioned authorize and deliver to the driver the Vehicle for the purposes of running it as a taxi.
2. The Driver shall receive the Vehicle on the basis of keep and work and shall pay the Owner a sum of one hundred and fifty dollars ($150.00) per day from Mondays to Saturdays excepting Sundays and Public Holidays.
3. The said consideration mentioned in paragraph 2 shall be paid weekly on or before 12 noon on every Sunday.
4. At the end of two years from this date of this agreement the Owner shall transfer the Vehicle to the Driver. The costs of transfer including the transfer fee shall be borne by the Driver.
5. The Driver shall not sub lease the vehicle until the end of two years.
6. The Owner shall pay for the tunes ups and oil changes on a regular basis for the first year of this agreement.
7. The owner shall pay for the insurance for the first year of this agreement and the Driver shall be responsible for the insurance thereafter.
8. The Driver shall permit the Owner to inspect the Vehicle at the end of every month for any damages.
9. Any damages arising out of the inspection, shall be paid by the Driver**.**
10. Any damages arising to the engine of the vehicle as result of the driver’s negligence shall be paid by the driver.
11. Any damages to the engine occurring as result of the Drivers negligence shall be paid by the Driver. Any damages occurring naturally to the engine shall be paid by the Owner for the first year of this agreement. Any damages occurring thereafter shall be borne by the Driver.
12. Any damages to the Electrical fixtures in the vehicle arising out of Driver’s negligence shall be paid by the Driver. Any damages to the Electrical fixtures in the vehicle arising naturally or otherwise shall bepaid by the Owner for the first year of this agreement. Any Electrical problems occurring thereafter shall be the responsibility of the Driver.
13. Any of the clauses are breached by the Driver the Vehicle shall be taken back by the Owner and the monies paid by the Driver shall be kept as rental payments for the Vehicle and shall not be refunded to the Driver.

**SIGNED AND DELIVERED** by the **}**

within named **SAVITREE RAMDIAL}**

as and for her actand deed in }

the presence of act }

**SIGNED AND DELIVERED** by the **}**

within named **SHAIN PIERRE }**

as and for his act and deed in the **}**

presence of: - **}**

**Before me**

**Attorney at law**