

LEASE CONTRACT ENTERED INTO BY A PARTY RAÚL FLORENTINO JARAMILLO ESPARZA FARÍAS WHO HEREINAFTER WILL BE REFERRED TO AS THE "LESSOR" PARTY AND BY THE C. \_\_\_\_\_ HEREINAFTER REFERRED TO AS THE "LESSEE" PARTY, WHO IS SUBJECT TO THE FOLLOWING DECLARATIONS AND CLAUSES.

**DECLARATIONS**

**FIRST. - DECLARES THE PARTY "LESSOR" BE THE OWNER OF THE ATV BRAND CAN-AM MODEL OUTLANDER L MAX YEAR 2015, PROPERTY THAT ACCREDITS WITH THE INVOICE NÚMERO \_\_\_\_\_.**

**SECOND. - THE "LESSEE" DECLARES THAT IT IS HIS WILL TO LEASE THE MOVABLE PROPERTY INDICATED IN THE FIRST DECLARATION OF THIS INSTRUMENT.**

**THIRD. - BOTH PARTIES DECLARE THAT THERE IS NO VIOLENCE, FRAUD OR BAD FAITH, AND ANY OTHER VICE THAT AFFECTS THEIR WILL, WHICH COULD ANNUL THIS CONTRACT, ACTING THE PARTIES FREE OF ALL COERCION AND IN FULL USE OF THEIR FACULTIES, FOR WHICH THEY CONTINUE TO SUBMIT TO THE FOLLOWING:**

**CLAUSES.**

**I.- THE "LESSOR" STATES THAT AT THIS TIME IT LEASES THE PROPERTY DESCRIBED IN THE FIRST DECLARATION OF THIS INSTRUMENT, WHICH IS IN GOOD CONDITION AND WORKING AT 100%, TO THE "LESSEE" PARTY, ACCORDING TO THE VISUAL AND OPERATIONAL REVIEW CARRIED OUT TO CONFIRM THE AFOREMENTIONED, WHO RECEIVES IT IN THAT SAME STATE, OBLIGING TO RETURN IT AT THE END OF THE LEASE IN THAT SAME STATE.**

**II.- THE PARTIES AGREE THAT THE PRICE OF THE LEASE WILL BE FOR THE AMOUNT OF:**

- THREE HOURS UP TO TWO PEOPLE FOR \$ 3,400.00, (THREE THOUSAND FOUR HUNDRED PESOS 00/100 MN).**
- FOUR HOURS UP TO TWO PEOPLE FOR \$ 4,000.00, (FOUR THOUSAND PESOS 00/100 MN).**
- SIX HOURS UP TO TWO PEOPLE FOR \$ 5,100.00, (FIVE THOUSAND ONE HUNDRED PESOS 00/100 MN).**
- \_\_\_\_ HOURS UP TO TWO PEOPLE PER \$ \_\_\_\_\_, ( \_\_\_\_\_ 00/100 MN). SPECIAL**
- \_\_\_\_ HOURS PASSENGER WITH THE GUIDE BY ( ) \$500.00, ( ) \$600.00 ò ( ) \$800.00 ( ) \$ \_\_\_\_\_.00 SPECIAL**

**PAYABLE BY ANY METHOD OR ELECTRONIC TRANSFER PRIOR TO THE TIME OF SIGNING THIS INSTRUMENT SERVING AS THE BROADEST RECEIPT THAT BY LAW PROCEEDS. CASH PAYMENT APPLIES 20% DISCOUNT.**

**III.- THE PARTIES AGREE THAT THE DURATION OF THIS CONTRACT WILL BE FOR THE CONTRACTED HOURS FROM THE ADVERTISED SCHEDULE ( ) 8:30 AM, ( ) 3:00 PM, ( ) SPECIAL**

**IV.- IN THE EVENT THAT THE PARTIES AGREE TO EXTEND THE DURATION OF THIS CONTRACT, THE PRICE AGREED IN CLAUSE II WILL SUFFER AN INCREASE TO THE AGREED RENT IN THE AMOUNT OF \$ 600.00, (SIX HUNDRED PESOS 00/100 MN) PER HOUR REGARDLESS OF THE AMOUNT AGREED IN THE RESPECTIVE CLAUSE.**


**V.- IN THE EVENT THAT THE "LESSEE" EXCEEDS THE AGREED CONTRACTING TIME ON THE GOOD OBJECT OF THIS INSTRUMENT, WITHOUT THE CONSENT OF THE "LESSOR" IT WILL HAVE TO PAY THE AMOUNT OF \$ 1,000.00, (THOUSAND PESOS 00/100 MN), ADDITIONALLY FOR EACH HOUR OR FRACTION, REGARDLESS OF THE AMOUNT AGREED IN CLAUSE II OF THIS CONTRACT TO THE "LESSOR".**



**VI.- THE USE DESTINED FOR THE MOVABLE PROPERTY OBJECT OF THIS CONTRACT WILL BE SOLELY AND EXCLUSIVELY FOR RECREATIONAL WALKS IN THE CITY AND IN AREAS SURROUNDING THE REGION WITHOUT FORCING THE NORMAL USE OF THE UNIT; THEREFORE, IT IS STRICTLY FORBIDDEN FOR THE "LESSEE" TO ALLOCATE THE UNIT TO ANY USE OTHER THAN THE AFOREMENTIONED ONE, SUCH AS HEAVY, INDUSTRIAL OR ANY OTHER ANALOGUE THAT WILL DAMAGE THE VEHICLE.**

**VII.- IT IS EXPRESSLY FORBIDDEN THAT THE "LESSEE" OF IN SUBLEASE THE MOVABLE PROPERTY SUBJECT OF THIS CONTRACT, OTHERWISE, IT WILL BE GROUNDS FOR TERMINATION AND THE "LESSEE" WILL BE OBLIGED TO PAY ALL DAMAGES, LOSSES AND OTHER CONSEQUENCES THAT MAY BE GENERATED BECAUSE OF SAID ACT.**

**VII.- TO GUARANTEE DAMAGES THE "LESSEE" IS OBLIGED TO CONTRACT CIVIL LIABILITY INSURANCE THAT GUARANTEES THAT THE VEHICLE, THE DAMAGES THAT MAY BE CAUSED TO THIRD PARTIES, AS WELL AS MEDICAL EXPENSES; AND IN CASE OF NOT ASSUMING THE OBLIGATION CONTRACTED HEREIN, THIS IS OBLIGED PERSONALLY AND UP TO THE TOTAL AMOUNT OF ITS FORGIVING ASSETS TO COVER, PAY OR RETURN IN FAVOR OF THE "LESSOR" THE OBJECT GIVEN IN THIS LEASE, THE DAMAGES AND LOSSES TO THIRD PARTIES AND THE MEDICAL EXPENSES THAT ARE GENERATED IN ITS CASE.**

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IX.- THE "LESSEE" GUARANTEES AT THIS TIME THE TOTAL COST OF THE LEASED OBJECT, SO IT SUBSCRIBES IN FAVOR OF THE "LESSOR" A CREDIT TITLE CALLED PAGARE BUENO FOR THE AMOUNT OF \$ 165,000.00 (ONE HUNDRED SIXTY FIVE THOUSAND PESOS 00/100MN), THIS DOCUMENT IS AN INTEGRAL PART OF THIS INSTRUMENT, WHICH WILL BE RETURNED TO THE LESSEE ONCE HE DELIVERS THE LEASED FURNITURE TO THE "LESSOR" TO HIS ENTIRE SATISFACTION, OR COVERED THE COST OF THE UNIT OR ANY DAMAGE CAUSED TO IT.

X.- THE "LESSEE" LEAVES IN PLEDGE AN OFFICIAL IDENTIFICATION WITH PHOTOGRAPH, AS WELL AS A CREDIT CARD IN HER NAME, WHICH WILL BE RETURNED, ONCE THE TOUR IS FINISHED AND VERIFYING THAT THE UNIT HAS NO BLOWS, FAILURES OR DAMAGES DUE TO NEGLIGENCE OR RECKLESSNESS IN ITS DRIVING.

XI.- IF ANY OF THE PARTIES FAILS TO COMPLY WITH THE PROVISIONS OF THIS CONTRACT, IT WILL BE SUFFICIENT REASON FOR IT TO BE TERMINATED, WITHOUT THE NEED FOR A JUDICIAL DECLARATION, EACH OF THE PARTIES BEING OBLIGED TO WHAT IS ALREADY STIPULATED IN THE BODY OF THIS IF IT INCURS IN ANY BREACH OF THE OBLIGATIONS CONTRACTED THROUGH THIS CONTRACT.

XII.- IN CASE OF ANY CONTROVERSY THAT MAY ARISE ON THE SUBJECT MATTER OF THIS CONTRACT, THE PARTIES AGREE TO SUBMIT TO THE JURISDICTION AND COMPETENCE OF THE COURTS OF THIS CITY OF GUANAJUATO GTO. AND TO THE CIVIL OR COMMERCIAL LAWS AS THE CASE MAY BE IN FORCE AND APPLICABLE AT THE TIME OF SIGNING THIS CONTRACT.

BEING IN AGREEMENT THE PARTIES SIGN IT TO THE BOTTOM IN THE LATTER FOR ALL LEGAL PURPOSES TO WHICH THERE IS PLACE TO THE \_\_\_\_ OF THE MONTH OF \_\_\_\_ OF THE YEAR 20\_\_, IN THE CITY OF GUANAJUATO GUANAJUATO.



RAÚL FLORENTINO JARAMILLO ESPARZA FARÍAS  
 LESSOR PARTY

NAME: \_\_\_\_\_  
 TENANT PARTY

## PAGARE

GOOD UP TO \$165,000.00 IN GUANAJUATO GUANAJUATO TO \_\_\_\_ FROM \_\_\_\_ FROM 20\_\_

I MUST AND WILL PAY UNCONDITIONALLY FOR THIS PAYMENT TO THE ORDER OF RAÚL FLORENTINO JARAMILLO ESPARZA FARÍAS IN GUANAJUATO GUANAJUATO ON THE DAY \_\_\_\_ OF \_\_\_\_ OF 2023 THE AMOUNT OF UP TO \$ 165,000.00 (ONE HUNDRED SIXTY-FIVE THOUSAND PESOS 00/100 MN) VALUE RECEIVED IN MY ENTIRE SATISFACTION. THIS PAYMENT IS UNIQUE AND IS SUBJECT TO THE CONDITIONS THAT, IF IT IS NOT PAID, WHEN DUE, IT WILL BE DUE AND WILL CAUSE DEFAULT INTEREST AT THE RATE OF 10% PER MONTH.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

CITY: \_\_\_\_\_ CP \_\_\_\_\_

THIS PROMISSORY NOTE WILL BE VALID ONLY IN CASE THE UNIT SUFFERS ANY MISHAP OR DAMAGE CAUSED BY ME.

AT THE END OF THE EVENT, IT WILL BE RETURNED TO ME FOR ITS INVALIDITY IN CASE OF NOT HAVING CAUSED ANY MATERIAL DAMAGE.