
DRIVE-TO-OWN VEHICLE AGREEMENT

This DRIVE-to-Own Vehicle Agreement ("Agreement") is made on:

Date: ______________________

Between:

Lender (Owner):
Name: ______________________________
Address: ____________________________
ABN (if applicable): _________________

and

Borrower (Renter):
Name: ______________________________
Address: ____________________________
Driver Licence No.: _________________

Collectively referred to as the "Parties."

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1. Vehicle

The Lender agrees to make available the following vehicle:

Make: Lexus

Model: ______________________

Year: ______________________

VIN: ______________________

Registration Number: ______________________

("Vehicle")

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2. Purpose

The Parties agree that the Vehicle will be rented exclusively through the DriveMate car-sharing platform under a Drive-to-Own arrangement.

The Borrower intends to acquire ownership of the Vehicle after successfully completing the terms of this Agreement.

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3. Rental Through DriveMate

The Vehicle shall be rented exclusively via the DriveMate platform.

DriveMate shall be responsible for:

- booking management;
- rental agreements;
- customer payments;
- booking invoices;
- insurance administration;
- platform rules and operating procedures.

The Borrower acknowledges that DriveMate acts solely as the rental platform and is not a party to this Agreement.

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4. Borrower's Obligations

The Borrower agrees to:

- maintain an active DriveMate account;
- comply with all DriveMate Terms and Conditions;
- comply with every DriveMate Rental Agreement;
- maintain all qualifications required by DriveMate;
- not engage in conduct that results in suspension or termination from DriveMate.

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5. Drive-to-Own Term

The Drive-to-Own period shall be:

36 consecutive months

commencing on:

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provided the Borrower remains compliant with this Agreement.

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6. Transfer of Ownership

Upon completion of:

- thirty-six (36) months;
- full compliance with this Agreement;
- continued compliance with all DriveMate requirements;

the Lender agrees to transfer legal ownership of the Vehicle to the Borrower.

Ownership transfer shall include:

- signed transfer papers;
- registration transfer;
- all keys;
- owner's manuals.

Government transfer fees and registration costs shall be paid by lender.

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7. Condition Precedent

Transfer of ownership occurs only if the Borrower has:

- complied with this Agreement;
- complied with every applicable DriveMate Rental Agreement;
- not committed any material breach;
- not been suspended or permanently removed from DriveMate due to misconduct.

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8. Breach of DriveMate Agreement

Any serious or repeated breach of:

- DriveMate Terms of Service;
- DriveMate Rental Agreement;
- DriveMate policies;

which results in suspension, removal, or loss of eligibility to rent the Vehicle through DriveMate shall constitute a material breach of this Agreement.

The Lender may immediately terminate this Agreement.

The Borrower shall have **no entitlement to compensation**, reimbursement, or transfer of ownership.

The Borrower shall return the car immediately to lender.

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9. Vehicle Ownership During Term

Until ownership is transferred:

- the Lender remains the legal owner;
- registration remains in the Lender's name unless otherwise agreed;
- the Borrower acquires no ownership interest other than the contractual right described herein.

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10. Maintenance

Unless otherwise agreed:

The Borrower is responsible for:

- keeping the Vehicle clean;
- reporting damage immediately;
- routine servicing required during possession;
- complying with manufacturer maintenance schedules.

The Lender is responsible for:

- Vehicle registration;
- Vehicle regular servicing by Lexus;
- Maintenance – tyres.

Major mechanical failures not caused by negligence shall remain the responsibility of the Lender.

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11. Insurance

Insurance shall be provided through the DriveMate platform while the Vehicle is rented via DriveMate.

The Borrower remains liable for:

- uninsured losses;
- excess payable due to their negligence;
- exclusions under DriveMate insurance.

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12. DriveMate Ceasing Operations

If DriveMate permanently ceases operating, suspends its platform indefinitely, or is otherwise unable to facilitate rentals:

1. this Agreement shall **not automatically terminate**;
2. the Parties shall negotiate in good faith and execute a mutually agreed written replacement arrangement within sixty (60) days;
3. the replacement arrangement shall preserve, as closely as practicable, the commercial intent of this Agreement.

If the Parties cannot reach agreement within sixty (60) days, either Party may terminate this Agreement by written notice.

The Parties shall then negotiate an equitable settlement taking into account:

- the duration already completed;
- payments made;
- benefits received;
- remaining obligations.

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13. Force Majeure

Neither Party shall be liable for failure to perform obligations caused by events beyond their reasonable control, including but not limited to:

- natural disasters;
- floods;
- bushfires;
- pandemics;
- government restrictions;
- war;
- terrorism;
- civil unrest;
- cyberattacks;
- nationwide technology failures;
- failure of essential third-party services.

The affected Party shall notify the other Party promptly.

If the Force Majeure event continues for more than ninety (90) consecutive days, either Party may request to renegotiate the Agreement.

If performance remains impossible after one hundred and eighty (180) days, either Party may terminate this Agreement without penalty, subject to settlement of accrued obligations.

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14. Default

The Lender may terminate this Agreement immediately if the Borrower:

- commits fraud;
- provides false information;

- loses legal authority to drive;
- intentionally damages the Vehicle;
- breaches DriveMate requirements;
- breaches this Agreement.

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15. Notices

Any notice under this Agreement shall be in writing and delivered by:

- email;
- registered post; or
- personal delivery.

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16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties.

Any amendment must be in writing and signed by both Parties.

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17. Governing Law

This Agreement is governed by the laws of the State of New South Wales, Australia.

The Parties submit to the exclusive jurisdiction of the courts of New South Wales.

Signatures

Lender

Name:

Signature:

Date:

Borrower

Name:

Signature:

Date:

Witness

Name:

Signature:

Date:

Legal note: Because this arrangement transfers ownership after a defined rental period and relies on a third-party platform, it is advisable to have an Australian solicitor review the agreement. They can also advise whether the arrangement may be characterised as a hire-purchase, consumer lease, or credit contract under applicable Australian laws, and whether additional disclosures or registrations are required.