**TAXI CAB OPERATION AGREEMENT**

**AN AGREEMENT** made this day of Two Thousand and Three BETWEEN **GEORGE OKOKO OMUSI** of Post Office Box Number 10096 Nairobi, in the Republic of Kenya (hereinafter called “the Owner”) of the one part and **ANTONY KABIRU MUCHUCHA** of Post Office Box Number Nairobi, in the Republic aforesaid (hereinafter called “the Driver”) of the other part;

**WITNESSETH THAT**

It is mutually agreed that the Owner shall provide the motor-vehicle registration No. KAH 163M (Hereinafter referred to as “The vehicle”), and the Driver shall provide skilled and competent driver and/or chauffeur services for purposes of jointly operating the same as a Taxicab, from the Eastleigh area of Nairobi, subject to the following terms and conditions:-

The Owner shall supply the said Vehicle unit, and the Driver shall provide his experience and competent services in consideration thereof, for which services the driver hereby warrants that he is fit, and shall for the purpose of this agreement be an Independent Contractor, and not the Servant of the Owner, but shall nevertheless abide by all the requirements of this agreement.

During the continuance of the Agreement, the Driver shall remit to the Owner, the sum of Kenya Shillings 1,000.00/= per day, which shall be net after the deduction of his salary and daily fuel of the vehicle, and after he has deducted the cost of washing the car and keeping it clean and presentable everyday without fail.

For purposes of clause 2 above, the Driver shall collect the vehicle from the Owner’s premises at Eastleigh 1st Avenue, Muigai Building, Nairobi at 0600Hrs and return it to the same premises at or by 2100Hrs every day without fail.

During and between the hours mentioned in clause 3 above, the vehicle shall be entirely under the control and direction of the driver, who shall use his best endeavor and judgement in the operation of the vehicle for both his and the owner’s benefit and best interests, and the Owner shall be at liberty to terminate the agreement if this clause is not strictly adhered to.

The driver **SHALL NOT**, during the hours that the vehicle is under his control, cause and/or allow it to leave his possession for whatsoever reason, without the very express permission of the owner.

The driver **SHALL NOT**, during the hours that the vehicle is under his control, cause and/or allow it to leave the boundaries of the City of Nairobi, without the very express permission of the owner.

The Owner shall during the duration of the Agreement keep the vehicle in good and serviceable order and condition and validly licensed for all the purposes for which it is being used.

The driver shall at all times adhere to the maximum allowable passenger and/or load capacity as per the Traffic Act Cap 403, and the specifications of the manufacturers of the vehicle, and/ or the direction of the owner.

It is hereby agreed that all costs of maintenance and servicing of the vehicle due to the normal and ordinary wear and tear associated with such or similar vehicles (with the exception of purchase of engine oil after the expiry of the duration recommended by the vehicle’s manufacturers) shall be borne by the Owner.

The driver will fuel the vehicle sufficiently everyday and shall purchase engine oil at the expiry of the duration mentioned in clause no. 9 above.

The driver undertakes that he will be solely and fully liable for any damage, loss and/or injury sustained by any passenger or third party, where the said loss and/or damage is occasioned through his carelessness and/or negligence and/or incompetent care and control over the vehicle.

The Owner shall insure and keep insured from and against all liabilities herein contained and shall pay all premiums necessary for that purpose within seven days after the same shall become due.

The driver shall establish and maintain appropriate business standards procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with his and the owner’s best interest.

The driver shall ensure compliance at all times with safety and security requirements and procedures which apply to the location at which services are rendered, and shall furthermore use his best judgement and endeavor to protect and/or enforce the security of the vehicle and his and any passengers’ safety.

This Agreement shall be for an indefinite period and shall commence on the 17th day of December Two Thousand and Three, but shall at all times be subject to the mechanical condition of the vehicle, its roadworthiness and availability thereof of the requisite licenses and policies of insurance.

This Agreement may be terminated by either party giving to the other, two (2) weeks notice to that effect. Either party shall be entitled to terminate this Agreement at any time without notice if the other commits a breach of the terms and conditions of this Agreement.

The driver shall apply daily, any proceeds of the Taxi operation business in the following order of priority;

The owner’s Kshs. 1,000.00/=

The fuel for the vehicle.

The daily vehicle wash.

The driver’s allowance.

and the driver shall not be permitted to set off expense (b), (c), and (d) above or any other expense whatsoever against expense (a) above.

No delay or failure in performance by either party thereto shall constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if such delays or failure is caused by Force Majeure. Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which the said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to; acts of God or of the public enemy; appropriation or confiscation of facilities; lack of demand; any form of Government intervention; war rebellion; terrorist activity or other catastrophes; or other similar occurrences.

This agreement shall be subject to the Laws of Kenya.

The driver will be required to renew his driving and other licenses (if any), that are the subject of the Traffic Act or any other Laws of the Republic of Kenya.

The owner will be at liberty to inspect the vehicle at any time for purposes of maintenance or servicing of the same

**SIGNED** at NAIROBI by the said }

**GEORGE OKOKO OMUSI** }

This day of 2003 }

Before }

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**SIGNED** at NAIROBI by the said }

**ANTONY KABIRU MUCHUCHA** }

This day of 2003 }

Before  }

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