**Rules-Agreement**

**(Public offer)**

**«Kaiza Machinery» LLP**

These Rules-Agreement establish the basic principles for organizing and leasing a parking space in the territory of the guarded paid parking lot of Kaiza Machinery LLP."

The Public Agreement is considered concluded and comes into force from the moment the Tenant performs the actions provided for in this Agreement and means the unconditional acceptance of all the terms of the Public Agreement without any exceptions or restrictions on the terms of accession.

An individual or legal entity that has placed a motor vehicle, machinery, or special equipment in a parking space is considered to have automatically entered into a rental agreement for a parking space in accordance with these Rules and on the terms established by these Rules-Agreement. The person who purchased the subscription is also considered to have entered into such a rental agreement for a parking space.

The Tenant, by joining this Public Rules-Agreement, confirms that he undertakes to comply with all the terms of this Agreement.

1. **Concepts used in the Rules-Agreement**

* paid guarded parking - rental spaces equipped with special coating (backfill), fencing, lighting, video surveillance and security;
* subscription - a fee for placing one or more vehicles in certain parking spaces for a month and/or another period of time determined by the operating organization;
* Lessee (vehicle owner) is an individual or legal entity who owns a vehicle on the right of ownership, the right of economic management or the right of operational management or on any other legal basis. The concept of the Lessee (an individual or legal entity who owns a vehicle on the right of ownership, the right of economic management or the right of operational management or on any other legal basis) refers to these Rules-Agreement and the representatives of the Lessee (managers, drivers, forwarders, drivers, buyers and others individuals allowed by the Tenant to his transport (property) in a guarded parking lot);
* Parking attendant - operating organization or owner of a guarded parking lot (parking lot);
* parking employee, parking attendant - a person who has the right to serve parking tenants, equipped with a uniform determined by the operating organization or the owner of the guarded parking lot (parking lot);
* rented parking zone - a set of rented parking spaces grouped in a certain parking square with assignment to this group of a parking zone number (letter), a tariff and the possibility of issuing a parking subscription within this parking zone;
* Tenants are divided by type of use, regardless of the rental period of parking spaces:

a) Category A. Tenants who systematically park vehicles and special equipment without state license plates, which are goods, in quantities of more than 5 units of equipment per day, but less than 100 units per month.

b) Category B. Tenants who carry out systematic and one-time private parking of vehicles and special equipment without state license plates, which are goods, *as well as having state license plates - in quantities from 2 to 5 units of equipment (inclusive) per day* from one owner, but not less than 30 units per month.

c) Category C. One-time, private parking of vehicles and special equipment with state registration plates and not being a product, in the amount of up to 2 units ( inclusive) of equipment per 10 days from one owner.

* postpaid payment system - a payment system in which the subscriber uses parking services and then pays for them;
* prepaid payment system - a payment system in which the subscriber pays for parking and then uses the parking services. In this case, the scope of services is limited by the amount of payment;
* vehicles (transport) – special equipment, self-propelled equipment, cars of various categories and types that have state registration license plates, as well as those that do not have state registration plates and are goods.
* Locker – a metal locker provided to the Tenant of category A or B, free of charge, for storing the keys to the locks of parked vehicles and relevant documents for the entire rental period of parking spaces.
* Declarative procedure – the procedure established by these rules, when the parking attendant does not check the credentials of the person who declared the need to park the potential Tenant’s vehicle.

1. **The operating organization has the right:**

1) charge a fee in the manner established by these Rules and the Tariff for services for the placement of vehicle owners in the territory of a paid guarded parking lot and other related services;

2) improve the quality of parking services through the use of a ll -center.

3) demand that representatives of the Tenant comply with these Rules-Agreement, and also apply appropriate penalties to the Tenant in cases of drawing up a repeated (second) Report on violation of the requirements of the Rules-Agreement.

4) use the application procedure when parking vehicles.

1. **Closed parking lot employee, Parking attendant. Rights and obligations:**

3.1. Parking attendant (employee):

1) has with him a document confirming his authority;

2) performs photo and video recording of vehicles placed in a paid guarded parking lot;

3) arranges transport at places rented by Tenants;

4) uses the application procedure when parking vehicles for the first time and checks the relevant documents from persons visiting the guarded parking lot in the future (if necessary).

3.2. The task of the guarded parking employee is to ensure the safety of vehicles from damage, dismantling and unauthorized opening of the Tenants' property.

3.3. Accept payment within the limits established by these Rules. Payment for renting a parking space is made when the parking space is vacated and the vehicle is withdrawn with a guarded parking fee.

1. **Tenant (tenant's representative). Rights and obligations:**

**The tenant has the right.**

* 1. Receive the full text of these Rules-Agreement on paper from the parking attendant, or read them yourself on the website [https://kaiza.kz/ i nvesticii/](https://kaiza.kz/investicii/) ;
  2. Enter into a written agreement with the parking attendant in accordance with these Rules-Agreement for a period of at least 3 months;
  3. Rent any available number of parking spaces;
  4. Rent an entire sector of parking spaces with permanent assignment for a period of at least 1 month;
  5. Use a free locker for storing keys and transport documents (available for categories A and B);
  6. Receive the services of a paid charging station (in case of a queue, priority goes to Tenants of category A, then category B, then category C;
  7. Receive (if necessary) on your own media a video recording from the parking place for a certain required period (for Category A Tenants - free of charge);
  8. Obtain permission for a car transporter to enter and load in the guarded parking area (for a fee);
  9. Involve a parking attendant to draw up a report on the discovery of damage or damage to your parked vehicle;
  10. Carry out video recording of parked vehicles.

**The tenant is obliged:**

* 1. Comply with all requirements of these Rules-Agreement;
  2. Carefully park each vehicle in the rented space. Bear independently full financial responsibility for property damage caused to other vehicles, in the manner prescribed by the laws of the Republic of Kazakhstan;
  3. Turn off the engine, turn off the power system, put the electric vehicle into sleep mode;
  4. Close the doors, raise the windows, lower (close) the hatches and lock the parked vehicle;
  5. Check whether headlights, running lights, etc. are left on;
  6. Carefully inspect parked vehicles and take high-quality video/photo recording;
  7. To store keys and documents, use the safe deposit boxes provided free of charge;
  8. If you use a locker for storing keys and documents, do not give the keys to the locker to unauthorized persons, as well as to the parking attendant.
  9. Notify the parking attendant about the shortcomings of the parked vehicle or other transport violations identified during the parking process;
  10. Immediately notify the parking attendant about damage to your own or third-party vehicles and participate in drawing up the appropriate report;
  11. keep the parking space clean and not violate sanitary and fire safety standards and regulations;
  12. observe the traffic pattern of vehicles in the parking area, place the vehicle in a parking space in strict accordance with the marking lines, without occupying adjacent spaces and without interfering with other tenants;
  13. After the end of the lease, return the keys to the cells to the Parking attendant.

**The tenant in the parking area is prohibited from:**

4.2.1. block passageways and exits;

4.2.2. park a vehicle in someone else's parking space;

4.2.3. carry out maintenance, repair, washing, refueling of the vehicle;

4.2.4. driving a vehicle at a speed of more than 10 km/h;

4.2.5. store and place personal items, items, flammable and explosive items, etc. in a parking space. except for a vehicle (rental sector);

4.2.6. park the vehicle if there is a fuel leak;

4.2.7. park vehicles with engines running on compressed natural gas or liquefied petroleum gas (in accordance with the Decree of the Government of the Republic of Kazakhstan dated December 13, 2019 No. 921 “On introducing amendments and additions to the Decree of the Government of the Republic of Kazakhstan dated October 9, 2014 No. 1077” On approval of Fire Safety Rules");

4.2.8. use open fire as a light source and/or to warm up the engine;

4.2.9. smoke, drink alcoholic beverages, use narcotic and psychotropic substances, precursors;

4.2.10. throw away or leave for any period of time household, construction, chemical or other garbage (waste) in the parking area, including cigarette butts, bottles, medical products and others;

4.2.11. use the parking area to correct natural needs.

4.2.12. It is prohibited to transfer a bunch of vehicle keys and documents, as well as keys to a rented locker, for storage to a parking employee. If the keys are handed over to a parking employee for safekeeping, the Parking Officer is not responsible for the safety of documents, keys and contents of the locker.

1. **Rules and procedure for staging and placing vehicles in rented places (zones).**

5.1. The placing of vehicles of Category A Tenants in rented parking spaces is carried out by the Tenant independently (by application) in the zone specified (by the parking attendant, by agreement), or by the parking attendant in the parking spaces (zones) indicated by him.

5.2. The placement of vehicles of Tenants of categories B, C into rented parking spaces is carried out by the Tenant (on application) accompanied by a parking attendant and the parking places indicated by him.

5.3. The procedure for parking and placement of vehicles in all cases, except for the rental of parking zones by the Tenant, is determined by the parking attendant. **It is prohibited for unauthorized persons and vehicles not intended for parking in rented spaces to enter or enter the parking lot.**

5.4. The maximum speed of vehicles in the parking area is 10 km/h.

5.5. The use of rented parking spaces for parking vehicles without state registration plates (goods) by Lessees of categories A and B is allowed after preliminary insurance of the placed transport (property, goods) in case of death from a hurricane, hail, rockfall, sandstorm, earthquake, flood, fire , military actions, popular unrest, armed uprising, robbery, robbery. Placement of uninsured vehicles ( property, goods) into parking spaces rented by the Tenant is carried out under the Tenant’s own responsibility against the mentioned risks. Compensation for damage is carried out in accordance with these Rules-Agreement.

5.6. When parking a vehicle, the Tenant (his representative) is obliged to inspect the vehicle in accordance with the requirements of clauses 4.11. - 4.22. of these Rules-Agreement, then substantively carry out video and photo shooting of each unit of parked vehicles. If damage, scratches, chips, or missing external accessories and fixtures are found, notify the parking attendant and make a note about this in the appropriate parking attendant log. Videos and photos are provided to the parking attendant for safekeeping in all cases. The parking attendant has the right to independently carry out additional video and photographic recording of the Tenant’s vehicle.

5.7. It is prohibited to leave or store **in a parked vehicle** flammable, flammable, explosive, chemically aggressive and toxic substances, as well as all types of documents (including for transport), keys to the locks of other vehicles, personal belongings, weapons, medicines, drugs substances, jewelry and money, other things that are goods.

5.8. In the parking lot it is prohibited: exceeding the speed limit, smoking, eating, drinking any drinks, leaving bags and garbage. It is prohibited to sleep, stay overnight or rest in a parked vehicle. The parking attendant has the right to make a remark about the violation of these Rules-Parking Rental Agreement, verbally prohibit these violations, and in case of repeated violation, or, in cases where the violation does not stop, prepare a written Act in the appropriate form (Appendix No. 1) about the violation of this paragraph of the Rules-Agreement. A photocopy of the Act is sent to the Tenant.

1. **Liability, procedures. Compensation for harm.**
   1. The parking attendant ensures the safety of the vehicle parked by the Tenant in the following ways:

* Strengthening the parking area with a fence using a barrier structure - a spiral barrier “Egoza”;
* Walking around the parking area by security guards;
* Use of guard dogs;
* Installation of special lighting and video surveillance;
* Photo fixation ;
* The use and application of these Rules-Agreement, which contain mandatory requirements for ensuring safety in the parking lot.
* The parking attendant provides compensation for damage caused to the Tenant's vehicle ( property) in a guarded parking lot through his fault in the following ways:
* Insurance of your liability in an insurance company in the territory of the Republic of Kazakhstan;
* The requirement for Tenants to insure cases of destruction of parked vehicles (property, goods) from the events provided for in clause 5.5. these Rules-Agreement;
* Recording and providing evidence of damage caused by other Tenants for guaranteed compensation;
* Own payments in accordance with these Rules-Agreement;
  1. Written complaints by the Tenant are submitted to the parking employee and sent to the email address: [kaiza.market@gmail.com](mailto:kaiza.market@gmail.com) ;
  2. The claim is reviewed by the Parking Manager within 10 working days

1. **Liability, fines, restrictions.**
   1. The parking attendant, in cases of damage to the parked vehicle through his fault, in accordance with these Rules-Agreement, bears financial responsibility.
   2. These Rules-Agreement refer to such damage as:

* violation of the integrity of vehicle glass (glass breaking, including headlights);
* damage to paintwork (scratches, large abrasions, dents, cuts, broken grilles);
* breakage or removal (theft) of external structural accessories (mirrors, wipers, mudguards, belts, signal and lighting elements).
  1. The parking attendant, in accordance with these Rules-Agreement, does not bear financial responsibility in the following cases of damage to parked vehicles.
     1. When damage to the vehicle occurred due to the fault of the Tenant’s representative (driver, other authorized representative) as a result of his actions (inaction);
     2. If damage to the vehicle occurred as a result of violation by the Tenant (his representative) of the provisions of these Rules-Agreement, or failure to obey the instructions of the parking attendant during the parking period (parking at his own discretion, incorrect parking that interferes with other vehicles);
     3. If damage to the vehicle occurred before entering the secured parking area; (clause 4 19)
     4. If damage to the transport occurred as a result of the guilty actions of another Lessee in the presence of the owner (his representative) of the damaged transport, as well as in cases of subsequent identification of those responsible for causing the damage;
     5. If the damage to the vehicle occurred after leaving the guarded parking lot, or was discovered after the vehicle was removed from the parking lot, outside the guarded parking lot.
     6. In cases of damage to the Tenant's vehicle by another Tenant, in the absence of the parking attendant's fault, the responsible person (the other Tenant) bears responsibility for compensation for damage;
     7. In the event of theft (theft) or destruction of the Lessee's insured vehicle (property, goods), when the parking attendant is at fault, the damage is reimbursed to the extent not covered by the Lessee's insurance;
     8. In the event of theft (theft) or destruction of the Tenant's uninsured transport (property, goods), when there is no fault of the parking attendant, the damage is compensated by the persons who caused the damage;
     9. In the event of theft (theft) or destruction of the Lessee's uninsured vehicle (property, goods), when the parking attendant is at fault, the damage is compensated to the extent that would not have been covered by the Lessee's insurance, if any;
     10. In the event of destruction of the Tenant's uninsured transport (property, goods) when the circumstances provided for in paragraph 5.5 of these Rules-Agreement are present (death from a hurricane , hail, rockfall, sandstorm, earthquake, flood, fire, military action, civil unrest, armed uprising , assaults, robbery) damage is not compensated by the parking attendant;
     11. In cases of damage or destruction of the Lessee's transport (property, goods) as a result of violation of clause 5.7. of these Rules-Agreement, responsibility for compensation for damage lies with the person at fault (the Tenant who violated this clause of the Rules-Agreement);
     12. In cases of damage or destruction of the Tenant's transport (property, goods) as a result of violation of clauses 5.6. and 5.8. of these Rules-Agreement, responsibility for compensation for damage lies with the person at fault (the Tenant who violated this clause of the Rules-Agreement);
     13. The parking attendant does not check the completeness and is not responsible for the completeness of the internal equipment (components) of the parked vehicle, and does not bear financial responsibility for claims related to the shortage of equipment or components in the vehicle parked by the Lessee. This rule does not apply if the theft of equipment items ( disassembly of transport) occurred as a result of breaking into the Tenant's properly closed and locked transport;
     14. The parking attendant does not bear financial responsibility for claims related to documents, keys and other things left (in violation of clauses 5.7., 5.9. of these Rules-Agreement) in transport, and does not check or control their presence or absence.
     15. Unlocked doors of a parked vehicle, trunk, hood, other compartments left unlocked, as well as vehicles with the windows down or the hatch open, exclude claims against the parking attendant for compensation for material damage caused to the internal contents of the vehicle or its theft.

1. **Information parameters. The procedure for releasing the Tenant's transport.**

8.1. The parking lot is equipped with an information board (placards) that contain the following information:

* Name owner parking lots ( car parks );
* mode work parking lots ( car parks );
* tariff for using the services of paid parking lots (parking lots) and payment procedure;
* scroll ways payment ;
* call center telephone number , website of the owner or operating organization, telephone;
* diagram car parking .

8.2. The release of the Tenant's transport is carried out through a separate exit and after payment for rent and related services is made.

8.3. Access to the Tenant's transport (categories A and B) is provided by the parking attendant to any person (Tenant's representative) who presents the key to the corresponding box with the keys for the Tenant's transport, after checking the entries in the log. The parking attendant has the right, if necessary and at his own discretion, to request an identification document of the Tenant’s representative, take his photograph, and also request SMS or WhatsApp confirmation of the representative’s authority from the Tenant.

8.4. Each Tenant (categories A and B) is assigned a personal identification code, which is generated in a cur -graphic code containing the date of arrival and the serial number of the vehicle. The parking attendant attaches the security code to the windshield of the Tenant's parked vehicle.

8.5. A different procedure for issuing the Tenant’s transport may be established by the parties (Parking Agent – Tenant) in the agreement of accession to these Rules-Agreement.

8.6. For category C tenants, transport is issued using an appropriate coupon containing a cur code.

8.7. If a separate lease agreement for parking spaces, zones is concluded with the Tenant, the provisions of such agreement take precedence over these Rules and may change them. With regard to relations not regulated by the lease agreement, these Rules-Agreement apply.

1. **Rates and payment**
   1. Payment is made in one of the following ways:

* through a parking meter (if available);
* by debiting funds from a virtual parking account or bank card of the driver (owner) of the vehicle through an Internet portal or mobile application;
* transfer to the bank account of the Parking Company organization - the owner of the guarded parking lot (Agreement);
* depositing cash into the cash register. This payment is allowed if the total payment amount does not exceed 10 thousand tenge from one vehicle owner per day.
  1. Prices for parking rental, as well as other services, are established by the relevant order of the Parking Manager and are included in the current Tariff.