



RENTAL AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the prospective customer/renter identified on page 1 (you) and the company identification Page 1 (the Company: EUROPCAR CURAÇÃO) to rent the motor vehicle described on Page 1 including all accessories, tools, tires and equipment and any replacement vehicle (the vehicle).

1. VEHICLE RENTAL CONDITION, USE AND RETURN

The vehicle must be returned to at the station where the rental was issued, or if there was a prior location agreed on with the rental agent. It is prohibited to transport the vehicle off the island. This vehicle was delivered to you in good operating condition and with the seal of the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear) together with all tools, tires, accessories and equipment to the location specified on Page 1 and on the date there specified. The company may take possession of the vehicle without demand and at your expense, if it is illegally parked, used in violation of the law or of this agreement or if it is apparently abandoned.

All international drivers' licenses are accepted. A valid driver's license with an expiration date of at least 1 (one) year must be presented at time of rental. The driver must be at least 25 years of age. For drivers between 21 and 24 years of age there is an additional fee per day of US\$ 5.00 (fl. 8.75).

A CDW for Economy to Midsize cars of US\$ 750.00 is also added to the agreement. Full-size cars (JEEP/SUV/7-SEATERS) have an excess of US\$ 1000.00 The fee for the Personal Accident Insurance (PAI) is US\$ 3.00 (fl. 5.25) per day. Medical expenses are not included. The fee for an additional driver is US\$ 5.00 (fl. 8.75) per day. The same age limits as above are applicable. All vehicles come with the necessary spare tire and tools for change of tire in case of a flat tire occurrence. Any expenses related to change of tire are at the customer's expense.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the vehicle

(a) A person who is not identified on Page 1 or has not been identified in writing to the Company or approved by the Company in writing. (b) A person whose blood alcohol concentration exceeds the lawful percentage (c) A person who has held a driver's license for less than 1 year (d) To carry persons for hire or to carry any inflammable, explosive or corrosive materials

(e) To propel or tow any vehicle, trailer, boat or other object unless the Company has authorized such use in writing
(f) In a dangerous or careless manner, driving without due care or attention, failure to comply with local traffic rules

3. FINAL OBLIGATIONS

Special Note: Joint hirers and all drivers are jointly and severally responsible under this agreement. YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE AGREEMENT ON PAGE 1 YOU AUTHORISE THE COMPANY TO DEBIT YOUR CREDIT CARD/DEPOSIT (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES.

- (a) All rental charges specified on Page 1.
- (b) All charges claimed from the Company in respect of parking or any other traffic violations incurred during the period of hire or until such later time as the vehicle is returned to the Company
- (c) All loss or damage to the motor vehicle (including loss of use), Third Party Damages, legal expenses, assessment fees, towing and recovery, storage and company service charges where:
 - (i) damage or loss caused to the Vehicle or third party property as a result of you breaching any condition of the rental agreement;
 - (ii) damage or loss arising from theft, where the Vehicle is left unlocked or unsecure or you have not kept the keys secure;
 - (iii) damage or loss where the Vehicle is totally or partially immersed in water;
 - (iv) damage or loss to the interior of the Vehicle, which requires professional cleaning, deodorizing or repair;
 - (v) (unless PAI is taken) damage or loss to the tires, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks or stars;
 - (vi) damage or loss caused by use on construction sites, mines and unsealed roads;
 - (vii) overhead damage being damage or loss sustained to the Vehicle or any other property caused by driving the Vehicle into or under any object of the same or greater height than the base of the Vehicle's front windscreen, or damage caused by persons placing objects on the roof of the Vehicle;
 - (viii) damage or loss to the undercarriage of the Vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause;
 - (ix) damage or loss to the Vehicle or third party property caused by you failing to secure properly any load or equipment;
 - (xi) damage or loss caused to the Vehicle or third party property by loading or unloading to or from the Vehicle;
 - (xii) damage or loss to the Vehicle deliberately caused by you or by you using the Vehicle in a dangerous or reckless manner;
 - (xiii) damage or loss to the Vehicle whilst being transported, ferried or towed without our authority, or whilst the Vehicle is taken off the mainland or across any waterway whatsoever or used in any unauthorized area; the cost of towing or salvage of the Vehicle in or from a remote or sparsely populated area;
 - (xiv) costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of your failure to deliver

immediately every summons, complaint, demand or notice in relation to any loss or damage;

(xv) damage or loss of any personal property owned by you (or any relative, associate, passenger or any person known to you) or any third party, including personal property left in the Vehicle, or any property received, handled or stored by us at any time, except to the extent that such damage or loss is caused by our negligence or willful default;

(xvi) your death or personal injury or the death or personal injury of any other person except to the extent that it is caused by our negligence;

(xvii) any damage or loss suffered by us as a direct or indirect result of you providing false information, or engaging in any fraudulent activity, in respect of your hire of the Vehicle or your dealings with any law enforcement officer or other authority during the hire period, and we reserve the right to recover an amount from you in respect of such losses.

(d) An Administration fee of 5% is applicable to all charges relating to this agreement. Administration fees on damage liability will be calculated at 5% of the chosen liability as appears on the front of this agreement. These Administration fees are not refundable.

(e) The rental vehicle is deemed to be returned and rental concluded, only when the vehicle is physically returned to the nominated depot, paid in full and in a condition that is acceptable to the company.

(f) A Processing Fee of \$110 (plus any future SPER fees/charges) will apply to process parking/traffic infringements and speeding fines. Returned reservations which are required to be reopened will incur a processing fee. NO REFUNDS or CREDIT given for any amendment to this Agreement.

Special Note: If you have paid by use of a credit card or directed the Company to bill charges to some other person, corporation, form or organization who or which fails to make payment when due, you will immediately pay the full amount due to the Company on demand.

4. DAMAGE COVER

If you act within the terms and conditions of this agreement the Company will grant damage cover (including legal costs incurred with our consent) for your benefit in respect of damages to the vehicle or third party damage other than any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This cover is subject to

(a) Your payment of the damage/loss liability charge stated on Page 1

(b) Your not having acted or having caused any other person to have acted in any manner which is in contravention of this agreement including the special conditions on Page 1.

(c) Your not being covered under any policy of insurance.

(d) Your providing such information and assistance as may be requested and, if necessary, authorizing the Company insurer to bring, defend or settle legal proceedings, but the Company shall have the sole conduct of the proceedings.

5. THE SECURITY DEPOSIT SHALL BE HELD BY THE COMPANY AT ITS SOLE WILL AND DISCRETION AND SHALL BE DEBITED THE COST OF:

(a) Cleaning the vehicle if returned in a dirty and untidy condition. All vehicles are considered non-smoking. Additional cleaning fees may apply if a vehicle is returned in a condition where it needs to be extensively cleaned and deodorized due to smoking.

(b) Subject to all the other terms, provisions and conditions of this agreement amounts may be deducted to comply with such terms

(c) Return the motor vehicle late of the due return time

(d) If the vehicle is returned damaged.

6. GENERAL PROVISIONS

(a) You will promptly report any accident or loss involving the vehicle while rented under this agreement to CRS (CURACAO ROAD SERVICES) TEL.: 191. They will issue the accident report. All insurance companies request an accident report form the police or CRS. Without notification of the accident you will be personally held responsible for all expenses involved with the accident. Notify the company immediately of every summons, complaint or paper in relation with any traffic infraction during the rental period. Compliance with this sub-paragraph does not excuse the hirer from reporting an accident to police or other proper authorities. The company reserves the right to exchange vehicles or terminate the rental if the vehicle has been involved in an accident or damaged, regardless of fault or circumstance.(b) You release and hold harmless the Company (and its agents and employees) from all claims for loss or damages to their personal property, or that of any other person left in the vehicle, which is received handled or stored by the Company at any time before, during or after this rental period, whether due to the Company's negligence or otherwise.(c) No right of the Company under this agreement may be waived except in writing by an officer of the Company. (d) The Company has the right to terminate this agreement without notice if it is considered by the company that the rental vehicle is being kept in a manner that causes an unacceptable risk to either the vehicle or any other party.

7. FUEL

The vehicle must be returned with the amount of fuel equal to that at the time of rental. If the vehicle is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted on Page 1.

I HAVE READ AND UNDERSTOOD THIS PAGE AND ANY OTHER CONDITIONS ON PAGE 1 AND SIGNED IT BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.

Date:

(Joint) Renter's Signature: