

**CARIBBEAN CAR RENTAL**

Mister Paradise
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Crib-number: 102480321

Car: _____

Delivery date: _____

Time of delivery: _____

Delivery location: _____

Date of return: _____

Time of return: _____

Return location: _____

Data of Lessee

Name: _____

Email adres: _____

Telephone number: _____

Address: _____

Date of birth: _____

Driver license nr: _____

Accommodation: _____

Amount of days: _____

Rental price per day: _____

Pick-up and delivery fee: _____

TOTAL _____ (incl. tax)

1. GENERAL CONDITIONS

1.1 Renter must be at least 19 years of age and in possession of a valid driving license for at least one year.

1.2 There are no extra costs for an additional driver. However, the Lessee shall at all times be liable for all resulting damages. Even if another person drives the vehicle.

1.3 The vehicle may not leave the island Curacao.

1.4 The reservation is only confirmed once the rent is paid. This must be paid within 3 days after reservation but no later than delivery of the vehicle. This may be in cash, by debit or credit card. It can be paid in US Dollars or Antillean guilders. US dollar is the leading currency. When payment of the rent is done with Credit Card a transaction fee of 5% of the rental fee will be added.

1.5 If the rental period exceeds one (1) month, monthly rent must be paid at the start of the month. There is a penalty of \$ 25, - per day for late payment.

1.6 A deposit of \$ 500,- must be paid before or at time of delivery of the vehicle. A cash deposit is to be paid or Lessee must ensure that the deposit for delivery is credited to the bank account of the lessor. It is also possible to make a reservation of \$ 500,- to the credit card of the lessee. The deposit will be returned or the reservation on the credit card will be removed when returning the vehicle without damage and / or theft. In case of damage and / or theft, the deposit will be used as (partial) payment of the deductible.

1.7 Upon delivery of the vehicle, the lessee is able to present a valid driver's license of which the lessor will take a picture.

1.8 Tenant specifies the time when the Lessor will deliver the vehicle at the accommodation of the Lessee. The date must be between 08:30 and 19:30. The mandatory cost is \$ 17.50 one way. An airport pick up and drop off from and to your accommodation is possible at a rate of \$ 20 one way. If you require a pick up or drop off at the airport, the flight details, estimated time of arrival, the accommodation of the Lessee and a mobile phone number must be given by email.

1.9 If, after a definite booking, the renting of said vehicle does not take place due to the lessee, the already paid rent will not be returned.

1.10 Lessor may terminate the Agreement without notice or judicial intervention upon encountering circumstances in which the lessor, if the lessor had been aware prior to entering into agreement, would not have entered into Agreement.

2. USE AND MAINTENANCE

2.1 The lessee is aware that the vehicle was built at a time when the safety requirements were less stringent. For example, the vehicle does not have airbags, reinforced doors or a cage-construction.

2.2 The lessee will;

- a) not transport persons and/ or goods for a transport fee
- b) only transport people in the seats intended for this purpose
- c) carry up to 4 people (including tenants) up to a maximum of 400 KG (including freight)
- d) not tow another vehicle and / or object, pulling or pushing
- e) not contest in any form of race or contests
- f) not perform illegal activities or actions
- g) stay on official roads and not drive on unpaved/ dirt roads with the vehicle
- h) abide to the traffic laws of Curacao

2.3 For safety reasons lessee will;

- a) wear seat belts (him/ herself and other passengers)
- b) not drive faster than 80 km / h
- c) take out the radio faceplate when the vehicle is left
- d) Secure the steering lock when the vehicle is left
- e) Not transport children who require a child's seat.

2.4 To ensure the longevity of the vehicle, the four-wheel-drive (4WD) is made unusable. Tenant will leave the 4WD poker in the current position, in order to avoid any mechanical problems

2.5 Lessee will fill the gas tank of the vehicle with gasoline SUPER (recognizable

by the yellow lever to local stations) only. Lessee will not fill the gas tank with any other substance. Lessee ensures the gas tank will never empty below 1/8 of the gas tank as it may damage the vehicle.

2.6 Lessee shall return the vehicle with at least the same amount of gasoline. When the vehicle is returned with less fuel, the shortage fee is rounded up to 5 liters plus \$ 10, - in expenses.

2.7 The vehicle requires small maintenance to perform in optimum condition. This is the Lessee responsible and obliged to check all fluids (engine oil, coolant and brake fluid) and the tire pressure and tire tread once a week.

2.8 Lessee will take any warning sign of the vehicle seriously and implement the necessary action immediately.

2.9 Lessor is responsible for all mechanical and functional repairs. Exceptions are all damages arising from failure to comply with Articles 2 to 7.

2.10 The amount of Kilometer usages free (Fair Use Policy)

3. REPAIRS & TECHNICAL ASSISTANCE

3.1 The vehicles are delivered in good technical condition and are properly maintained. However should a technical problem arise, lessor will arrive as soon as possible to resolve the issue. When necessary, the lessor arranges a replacement vehicle. If this is not possible, Lessee receives back the rental fee for the remainder of the rental period.

3.2 The cost of repair resulting from wear and tear will be borne by lessor. Other repairs will be borne by the lessee.

3.3 Lessee is not permitted without written permission of the Lessor to perform or give order to repairs.

4. IN CASE OF DAMAGE AND / OR THEFT

4.1 The tenant is obliged to return the vehicle in its original state.

4.2 At the start of the Agreement, the Lessee and lessor jointly determine the condition of the vehicle by filling in the vehicle form. If the Lessee suspects that there is something wrong with the vehicle, which is not included in the commencement of the Agreement in the vehicle form the lessee is to immediately contact the lessor.

4.3 Lessor is not liable for loss or theft of property of Lessee from the vehicle.

4.4 In the event of vehicle damage, the lessee is not permitted to use the vehicle as this may lead to worsening of the damage or defect, or the reducing of road safety.

4.5 In case of damage the Lessee:

- a) may not move the vehicle and immediately call Curacao Road Services.
(Phone number 199)
- b) notifies the lessor hereof immediately by telephone and follow the instructions of the Lessor.
- c) discusses the damage report of the Curacao Road Service with Lessor within 48 hours.
- d) provides all information solicited and unsolicited and all documents relating to the event to the lessor or the lessor's insurer.
- e) will refrain from admitting guilt or liability of any kind.
- f) will not leave the vehicle without having it properly protected against the risk of damage or loss.
- g) cooperates with the lessor and persons appointed by the Lessor in every way to obtain damages from third parties or as a defense against claims of third parties.

4.6 Lessor is not liable for any (consequential) damage caused by incorrect operation of the vehicle.

Lessor

Lessee

5. OWN RISK

5.1 The vehicle has liability insurance.

5.2 Lessee agrees to a deductible of \$ 500, - (five hundred US dollars) per event / claim (for incorrect use of the car, damages and for theft).

5.3 In case of damage and / or theft the Lessee must report the loss immediately and upon first request, pay for the damages.

5.4 Contrary to what is stipulated in Article 5.2, the deductible is unlimited and the lessee has total liability for damage or theft if the terms and conditions of the lease have not been respected.

5.5 In case of damage, even if the counterparty appears to be guilty, the Client is obligated to comply with the first request to pay damages. Only when lessor has received the damages from the other party's insurer the damage will be refunded to Lessee.

5.6 The lessee indemnifies Mister Paradise of all liability for damage and / or injury caused to the lessee, leased goods transported and / or persons. Costs which are related to inflicted damage and / or injury to counterparty which exceed the insured sum of Naf.150.000,- will be borne by the Lessee.

6. PUBLIC SANCTIONS

6.1 Lessee's expense, are all sanctions and consequences (fines, speeding, towing, alcohol fines, parking fines etc.) measures in connection with the disposal or use of the vehicle and imposed by the government.

6.2 To the lessor charged penalties by the authorities, can be charged to the Lessee up to one (1) year after the date of the agreement. The lessor is entitled to charge \$ 25,- administration costs.

7. COSTS FOR DAMAGE AND FAILURE TO COMPLY WITH THE TERMS

7.1 The following costs will be charged to the Lessee in case of damage and failure to comply with the terms:

- a) Tire \$ 40,-
- b) Radio \$ 150,-
- c) Other damage or incorrect use of the car (example towing and/or driving on unpaved / dirt roads) must be inventoried.

8. APPLICABLE LAW

8.1 This Agreement is governed by Dutch law.

In case of breakdown

Call 24/7 'Uchi Pieters' +5999 5218517

In case of accident:

Don't move the vehicle and call 199
Call Lessor +5999 5158004

In case of theft

Directly call lessor +5999 5158004