



Terms & Conditions - National Car Curaçao

The Terms and Conditions form part of the Rental Agreement ("Agreement"), which consists of the following parts: the Terms and Conditions, an individualized Rental document signed by Renter, a Return document with final charges, and any amendments. This Agreement is for the rental of the Vehicle described on the Rental document. This Agreement is between the Renter signing it ("I", "Me", or "My") and Caribe Car Rental N.V. or an independent National Car Rental licensee identified on the Rental document ("Company", "You"). I, the Renter agree to all Terms and Conditions of this Agreement, including the Rental and Return documents.

I understand I may not rent if I do not satisfy your current standard rental qualifications.

1. Vehicle

I understand that you own the Vehicle. The Vehicle includes tires, tools, equipment, accessories, keys and Vehicle documents. The vehicle is delivered to me in good operating condition solely for rental purposes.

I understand no one but you can transfer the Vehicle. Attempted transfer by me or anyone else is void. No one may service or repair the Vehicle without your prior approval.

I AGREE THAT YOU MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE VEHICLE, ITS MERCHANTABILITY OR FITNESS FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE RENTAL OF THE VEHICLE TO ME.

2. Who May Drive The Vehicle - Authorized Driver

a. I represent that I am a capable and validly licensed driver, 23 years of age or older.

b. The Vehicle shall NOT be operated by anyone except me, and the following Additional Authorized Drivers who are capable and validly licensed drivers, 23 years of age or older and have my prior permission to drive the Vehicle. In addition, an Additional Driver must be:

(I) a person who has signed the Rental document of of this Agreement as an Additional Authorized Driver after qualification by the Company;

These are the only Additional Authorized Drivers who may drive the Vehicle, except as otherwise required by applicable law. I and Additional Drivers shall be referred to in this Agreement as Authorized Driver(s)

3. Vehicle Returns

I agree to return the Vehicle to you in the same condition in which I received it, except for ordinary wear and tear. I agree to return the Vehicle to you location, either on the due date and time specified on the Rental document or upon you demand. If for any reason I cannot return the Vehicle at the time and location required by this Agreement including the reason that I gave the Vehicle to another Authorized Driver or any other person, who has failed to return the Vehicle to me, I will pay for all loss, or estimated damages to Vehicle including loss of use, claim processing fees and administrative charges, as permitted by law.

4. Vehicle Repossession

You may repossess the Vehicle without demand at my expense if the Vehicle is found illegally parked, apparently abandoned, used in violation of law or of this Agreement, or for a Prohibited Use.

5. Prohibited Uses Of The Vehicle

I agree that the Vehicle shall NOT be used by or for any of the following PROHIBITED USES, subject to applicable law:

- a. by an unauthorized driver;
- b. by any driver under the influence of intoxicants, drugs, or any other substance known to impair driving ability;
- c. for any illegal purpose;
- d. by anyone who gives the Company a false name, address, age or other false or misleading information;
- e. in any abusive or reckless manner of if convicted of careless driving;
- f. to carry persons or property for hire;
- g. to tow or push anything
- h. in any race, rest, contest, or training activity;
- i. on unpaved roads;
- j. leaving the vehicle and failing to remove the keys and the vehicle is stolen.

I UNDERSTAND THAT IF THE VEHICLE IS OBTAINED OR USED FOR ANY PROHIBITED USE OR IN VIOLATION OF THIS AGREEMENT SHALL BE VOID AND I SHALL BE FULLY RESPONSIBLE FOR ALL LOSS AND RESULTING DAMAGES, INCLUDING LOSS OF USE, CLAIMS PROCESSING FEES, ADMINISTRATIVE CHARGES, COSTS AND ATTORNEY'S FEES ALSO, WHERE PERMITTED BY LAW, THE CDW OPTION SHALL BE VOID AND THE LIABILITY, PAI, PEC, AND SLI INSURANCE SHALL BE VOID.

6. Payment

- a. Minimum Charges - I understand the minimum rental charge is for one day (24 hours), beginning at the time of rental.
- b. I agree to pay you upon demand:
1. All rates, charges, taxes, airport fees, including charges for miscellaneous service and equipment, including a service charge for lost keys locked in the Vehicle, and all other amounts incurred as a result of this rental transaction.
 2. Vehicle Damage-Regardless of fault, all loss or estimated damage to Vehicle, including loss of use, claims processing fees and administrative charges, as permitted by law, while renting under this Agreement. If loss or damage to Vehicle are covered by insurance, payment by the insurer within the time limits prescribed by applicable law is acceptable and prior payment by me may not be required. This potential cost is eliminated if I accept the CDW Option and comply with the Terms and Conditions of the Rental Agreement.
 3. Collection and Vehicle Recovery Expenses. All expenses of any kind incurred as a result of collecting amounts due recovery of Vehicle, including reasonable attorney's fees.
 4. Fines and Penalties. Fines and Penalties arising out of the use of the Vehicle.
- c. Credit card - I authorize you to reserve credit with the card issuer in an amount equal to all estimated charges. You may bill my card issuer at time of reservation or upon delivery of the vehicle.
- d. Payment Guarantee - If I have directed you to bill charges to someone else who fails to make payment promptly when due, I will promptly pay you on demand. If I direct charges to be billed to another person, I represent that I am authorized to give you such direction. I understand that I remain individually responsible for all rental charges, even if I direct you to bill another person.
- e. Final Audit - I UNDERSTAND THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. I authorize any credits or additional charges to be made and paid by the method used at the time of rental or return.

7. COLLISION DAMAGE WAIVER OPTION (CDW)

RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE VEHICLE

If I am involved in an accident or the car sustains damage, even from unknown causes, I am responsible for the resulting damages. This includes estimated cost of repairs, towing, storage, impound fees, loss of use, claims processing fees, and administrative charges, regardless of fault. This financial responsibility reduced to a maximum of US \$ 500.00 if I accept the CDW Option, pay for it, and comply with this Agreement, including all Terms and Conditions.

I UNDERSTAND THAT CDW IS NOT INSURANCE.

I Understand that my personal automobile insurance policy may cover damages to the rental vehicle as well as fire and personal injury incurred while using a rental vehicle; that National/Alamo cannot interpret the terms of my insurance policy; and that it is my responsibility to check with my insurance company and my insurance agent. I further understand that National/Alamo cannot interpret the terms of my credit cards and it is my responsibility to learn if my credit cards cover damage to the vehicle. If I accept the CDW Option, I agree to pay the charge per day shown on the Rental document for each full or partial day.

8. THEFT PROTECTION (TP)

Theft Protection provides coverage for theft, or attempted theft, of the National vehicle up to the full value of the vehicle. Theft protection is mandatory!

9. DEDUCTIBLE PROTECTION (DP)

I understand that the financial responsibility of US \$ 500.00 is eliminated if I accept the DP Option, pay for it, and comply with this Agreement, including all Terms and Conditions.

10. Refueling Service Charge

If I return the Vehicle with at least the same amount of fuel as when I received it, then I will not pay a refueling service charge. I understand that if I choose not to refuel the Vehicle, you provide the service of refueling the Vehicle. You will charge me for this refueling service at the applicable rate specified in the Agreement. I understand that this rate may be higher than what I would pay to purchase fuel from a service station in the area. The refueling service charge will be determined as follows: If I buy fuel during the term of the Rental but the tank is not full at return, this charge will be the per litre rate specified on the front of the Rental document multiplied by your estimate of the number of litres required to refill the tank. This estimate is arrived at by using the manufacturer's specified tank capacity for the Vehicle and then determining the capacity of the portion of the tank that is empty as indicated by the Vehicle's fuel gauge.

11 . Liability insurance or Qualified Self-Insurance

An automobile liability insurance policy or qualified self insurance arrangement protects the Authorized Driver on a primary basis in respect to other insurance, for third party bodily injury, death of another and for property damage other than to the rental vehicle on a per-occurrence basis as permitted by this Agreement, arising from the use of the Vehicle.

The coverage is in an amount up to fls. 150.000,- but in no event in excess of, the minimum limits required by the automobile financial responsibility or compulsory insurance laws of the country in which the accident occurs, unless other limits are provided pursuant to a separate account Agreement. This coverage excludes a claim made by a person who has signed the rental document of this agreement as an additional authorized driver after qualification by the Company;

I understand that if a claim is made or a lawsuit filed, the Company may defend the claim, or lawsuit at its sole discretion even if the claim or lawsuit, the Company may, at its sole discretion make any settlements which the Company considers advisable. However, the Company is not obligated to pay any claim or judgment or to defend any claim or lawsuit when the company's payments have reached the limit of coverage.



I understand that this provision is intended to give me clear notice of the Company's intent to relieve itself of the duty to defend me upon exhausting of the minimum limits required by the automobile financial responsibility or compulsory insurance laws of the state in which the accident occurs. All Authorized Drivers protected under the above arrangement agree to comply with and be bound by all its terms, conditions, limitations and restrictions, which are made a part of this Agreement by reference. All Authorized Drivers shall comply with procedures on accident and claims reporting as set forth below in Section 11. I understand that coverage does not apply to:

- a. Any obligations assumed by an Authorized Driver under any contract of whatever nature;
- b. Any fines, penalties, punitive damages or exemplary damages which an Authorized Driver may become legally obligated you pay;
- c. Injury to or destruction of personal property owned by or in the possession, custody or control of an Authorized Driver or passengers;
- d. Any liability of a driver who is not an Authorized Driver and any liability for an accident which occurs while the vehicle is obtained or used in violation of this Agreement. In the event that the liability coverage is extended by operation of law to anyone not permitted by this Agreement to drive the Vehicle, the limits of coverage shall be the minimum required, by the automobile financial responsibility or compulsory insurance laws of the state or other jurisdiction in which the accident occurred.

12. Personal Accident Insurance (PAI) (where available)

Personal Effects Insurance (PEC) (where available)

Supplemental Liability Insurance (SLI) (where available) -

I have read and understand the material which describes these benefits and conditions which is available at your location. I accept at rate shown on Rental document, or decline PAI, PEC, and/or SLI. I understand that I will be charged the rate per day for each full or partial day. Acceptance is proof of coverage.

13. Accident, Theft and Claims Reporting

Authorized Drivers will immediately report any accident or theft to the law enforcement authority for the jurisdiction where the accident or theft occurred and to the Company at the location where the Vehicle was rented. Authorized Drivers must inform National as to what jurisdiction the report was made to law enforcement authorities and also deliver to the Company at the renting location every summons, complaint or paper of any kind received by any Authorized Driver in any way relating to an accident or theft involving the Vehicle while rented under this Agreement. Authorized Drivers will not aid or encourage the filing of any claim against the Company as a result of any accident and will cooperate fully with you and your insurer, if any, in investigating and defending any claim or lawsuit.

14. Responsibility for personal Property

I understand that you are not responsible for loss of or damage to my property or the property of others left at any time in or on your Vehicle or on your premises, even if it is in your possession, regardless of who is at fault. I will be responsible to you for all claims made by others for such loss of damage.

15. Fines and Penalties

I will pay all fines, penalties and costs imposed for parking or traffic violations with respect to the Vehicle while rented under this Agreement. I will promptly report such violations to you and will indemnify and hold you harmless from all claims and costs arising out of such violations, including expenses in connection with the handling of such matters. I agree that all fines, penalties and costs arising from parking or traffic violations may be billed to the credit card I use at the time of rental.

16. General Provisions

I agree that I will be responsible for unauthorized repairs. I understand that you will not reimburse me for authorized repairs without receipts. I understand that it is the responsibility of the Authorized Driver to comply with all applicable seat belt and child restraint laws. The Authorized Driver is responsible for the protection of all children under the age of five (5) by properly using a child passenger restraint system that complies with the Federal Motor Vehicle Safety Standards. The Authorized Driver must supply this child restraint system or rent it from you. I understand that in no event shall any Authorized Driver be deemed for any purpose whatsoever. I understand that you do not waive any rights under this Agreement except in writing signed by an officer of the Company, or an Authorized Representative of the Company.

17. Law applicable

With relevance to the present agreement exclusively local laws shall be applicable.