

#### General terms and condition:

The company Always On Point Car Rental, established in Willemstad, registered in the trade register of the Chamber of Commerce under number 150963 represented here by Mr. Robert Agard, in the capacity of owner, hereinafter referred to as "Lessor"

| And   |
|---|
|   |
| hereinafter referred to as "Renter", collectively referred to as "Parties". |
| agree as follows on d.d:  |

#### **Article 1 Car**

- 1. The Lessor rents out a passenger car to the renter hereinafter referred to as "Rental car".
- 2. The renter accepts the condition in which the rental car is at the time of signature of the rental agreement. Photo's and videos wil be taken prior rental and send via e-mail to both parties.

### **Article 2 Intended purpose**

- 1. The Rental Car is exclusively intended as a passenger car for renters with a valid driver's license.
- 2. The Renter is older than 23 years.

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Kvk # 150963



Crib # 102081293



Maduro & Curiel's Bank acc. # 31824905



## **Article 3 Duration and rental period**

- 1. The rental is permitted for the period as described in the rental agreement.
- 2. The renter is not allowed to terminate the rental agreement free of charge

# **Article 4 Rental price-Deposit-Insurance**

- 1. The parties agree on a net basic rental price as described in the rental Agreement.
- 2. The full amount and deposit of the rental car must be paid on the day of receiving the rental car.
- 3. The vehicle is covered for the amount of deposit. In case of damage higher than the deposit amount costs are for the renter.
- 4. If no damage is found after inspection by the Lessor upon return, the deposit will be refunded on the same or subsequent day.
- 5. The rental car is third party insured. There is a all risk premium upgrade.
- 6. The rental car has a standard security deposit of Nafl. 350.

## **Article 5 Costs Of Damage**

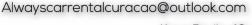
- 1. All costs resulting from motor disturbances are for the account of the lessor unless disturbance was due to negligence or misuse of the driver.
- 2. Other costs such as flat tires, window breakage, loss of parts and any body damage is at the expense of the renter.
- 3. The Renter remains fully liable at all times in the event of gross negligence, Negligence driving under the influence of drugs, alcohol, or other means that can impair the ability to drive safely.
- 4. The Renter must immediately report any form of damage to the Lessor. Damages known on the last rental day may bring extra cost to the renter.

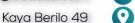
#### **Article 6 Maintenance and repair work**

1. The Lessor will do his utmost to maintain the rental car in good condition.

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## **Article 7 Security**

- 1. For the safety of the Rental Car, it is equipped with a GPS tracking and alarm System which must be used at all times.
- 2. On Curacao there are no roads where it is allowed to drive above 100 km p.h. So it is not allowed to drive the rental car above 100 km. The rental car is program to safely shutdown in case of excessive speeding above 100km p.h.

#### Article 8 Return of the rental car

- 1. The Renter is obligated to return the rental car at the end of the rental agreement. Not complying with this obligation wil result in extra charge for the renter. Full rental day price and extra Nafl. 50.00
- 2. The rental car must be returned in the condition in which it was at the begining of this rental agreement.
- 3. The rental car is always delivered to the renter with a full tank. It also must be returned in this way. Not complying with this obligation wil result in extra charge for the renter.
- 4. The renter must return the rental car clean on the last rental day. Very dirty cars wil be charge a extra Nafl. 25.00 to the renter.

### Article 9 Payment by credit/debit card

- 1. When paying with a debit card, the renter will pay 1% of the transfer charges up to a maximum of nafl. 5.00 per transaction on the total rental amount.
- 2. When paying by credit card, the renter will pay 5% of the transfer charges on the total rent amount excluding the security deposit.
- 3. When holding the security deposit with credit card, the renter gives permission to the lessor, in case of a damage or non-compliance with rules mentioned in these conditions, to withhold the full or partial amount of the security deposit.

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#### **Article 10 General**

- 1. The renter is responsible for replacing or fixing the tire in case of a flat tire.
- 2. The renter is not allowed to continue driving in the event of a rising temperature above half.
- 3. The renter is not allowed to continue driving in case of a dashboard red or orange indicator lights on. Should this happened renter must call the numbers +59995190001 or +59995170001 and turned of the engine. If driver continue driving he or she could partially or entirely be responsible for possible damage done to car.
- 4. All new dents and scratches on the rental car are at the expense of the Renter
- 5. Smoking is not allowed in the rental car.

## Article 11 Applicable law

- 1. Any dispute between parties concerning the validity, interpretation, implementation or termination of the rental agreement will be settled in the competent court.
- 2. When signing these general terms and conditions, the renter admits to have read, understood and agreed to these terms and conditions

Signature renter

Signature lessor

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