



CAR RENTAL AGREEMENT

RENTER

Name

Driver's license number

Email/phone

Bank account (for returning deposit)

VEHICLE

Description

License plate

Odometer (kilometers)

Current vehicle value (own risk)

Insurance

Standard (WA-extra). / All-risk

CONTRACT DURATION

Starting (date/time)

Ending (date/time)

RENTAL FEES

Total fee

Safety deposit

___ days x ___ EUR = _____

TERMS AND CONDITIONS

"Renter" AND PELICAN RENTALS B.V., based in Willemstad Curacao, registered with the chamber of commerce with registration number 165227, referred to as the "Company", collectively known as the "parties", agree to the following:

ARTICLE 1 SUBJECT OF THE AGREEMENT

1. The company rents Renter a passenger car, hereafter referred to as the "rental car".
2. Renter accepts the state of the rental car at the moment of signing the agreement.

ARTICLE 2 PURPOSE

1. The rental car is to be used solely as recreational vehicle for drivers that are known to the company and that are in the possession of a valid driver's license.
2. It is not allowed to go off-road.

ARTICLE 3 DURATION OF THE AGREEMENT

1. Renting the vehicle is allowed during the period between the start and end dates and times described above.
2. Renter is not allowed to end the agreement earlier than the agreed end date/time described above without costs, unless both parties agree otherwise.

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ARTICLE 4 RENTAL FEES / FINANCIAL CONSEQUENCES

1. Parties agree to the rental fee, as described above.
2. The full amount of the rental fee and safety deposit have to be paid upon delivery of the rental car.
3. In case no damage is found by the company, the safety deposit will be returned to Renter the same day of the next working day.
4. In case the Company finds damage, the costs for the Renter depends on the insurance. All damage not covered by insurance, or extra cleaning costs as described in this agreement, will be deducted from the safety deposit and any remainder will be returned to Renter as soon as possible. In case the damage costs exceed the safety deposit, the Company will send an invoice with the costs, and Renter agrees to pay the invoice within 7 days unless parties agree otherwise. If Renter does not fulfill this obligation, a collection agency will be hired to retrieve the damages. All costs related to the collecting will be paid by Renter.

ARTICLE 5 COSTS / DAMAGE

1. All costs cause by mechanical malfunction is to be paid by the Company, if they are not caused by negligence or incorrect use by Renter.
2. Other costs, such as damage to tires, windows, lights, loss of parts and parking damages are to be paid by Renter, unless it is obvious that the damages are caused by 'normal wear and tear'.
3. Renter is fully responsible for damages directly or indirectly caused by gross negligence or driving under the influence of alcohol or other substances that may impair driving ability.
4. Renter should report all damages to the Company immediately. In case Renter knowingly neglects to mention damages, and the Company has to have repairs done after the rental car is returned and thus cannot be rented out, Renter is responsible for loss or rent and will be invoiced as such. The company will do its best in all reasonableness and fairness to keep these costs to a minimum.

ARTICLE 6 MAINTENANCE AND REPAIRS

1. The Company will do its best to keep the rental car in good condition and to do all maintenance and repairs as soon as possible.
2. Renter will use the car as a 'good family father' (*bonus pater familias*) and with the purpose described in article 2.

ARTICLE 7 RETURN OF THE RENTAL CAR

1. Renter will return the car at the end of the rental agreement. If for whatever reason Renter does not return the car, Renter will be invoiced a fee identical to the daily fee.
2. Renter can return the rental car before the end of the agreement, but the Company will not refund paid fees.
3. The rental car will be returned in the same state by Renter as the state in which Renter received it.
4. The rental car will be delivered to Renter with a full tank. Renter will return the car with a full tank. If this is not the case, the Company will fill up the tank and invoice the Renter the costs of the fuel with an additional 'fill up fee' identical to the fuel costs.

ARTICLE 8 EXPRESS TERMINATION CLAUSE

1. This rental agreement will be terminated in case of loss of the rental car. Normally Renter will not be refunded rental fees.
2. This rental agreement will be terminated in case any of the parties does not fulfill his/her obligations as stated in this agreement.

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ARTICLE 9 SUB-RENTING AND TRANSFER

1. Renter is not allowed to transfer this contract to others.
2. The rental car may not be sub-rented to others without approval from the Company.

ARTICLE 10 GENERAL RULES

1. Smoking in the rental car is not allowed. (deep anti-allergenic cleaning fee 500 NAF)
2. It is not allowed to transport pets in the rental car. (deep anti-allergenic cleaning fee 500 NAF)
3. The Renter is responsible for changing the tire in case of a flat tire and/or having the tire repaired at a local tire shop. A spare tire is always available in the vehicle.
4. The Renter is not allowed to drive on with a 'check engine' or other warning light on the dashboard without consulting the Company or a mechanic.
5. The Renter is not allowed to drive on with a temperature gauge that is reaching the warning level.
6. Renter is responsible for all new dents and scratches that appear on the car during the rental period.
7. Renter is responsible to arm any alarm systems present and to minimize the risk of theft in all fairness. Theft is not insured on older cars.
8. The rental car has to be returned to the Company before 6pm on the last rental day. Later returns will be invoiced extra rental day(s).
9. Renter needs to return the rental car in a fairly clean state. The company will put the car through the car wash, but if the car is so dirty that extra cleaning is needed beyond the car wash, those cleaning costs will be invoiced to the client.
10. If the Company finds white salt stains in the chairs, and extra 85 NAF cleaning fee will be invoiced per seat.

ARTICLE 11 APPLICABLE LAW

Local Curacao law applies, and all disputes concerning validity, interpretation, execution or termination of the contract will be upheld before the court in Willemstad, Curaçao.

SIGNATURES

RENTER

Place	Date	Signature
Willemstad, Curacao		

COMPANY

Place	Date	Signature
Willemstad, Curacao		