



Rental Agreement

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Tel/Whatsapp: +599 9 5623003 Info & emergencies 24/7

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RA#



Quote

Renter Information

Renter: First Name Last Name **DOB:** Birthday
DL#: \${driver_license} **EXP:** \${f256}
Email: Email Address **Phone:** Phone Number
Address: Street, City, Country **ZIP Code:** Zip

Rental Information

Date out: **Time:**
Date due: **Time:**
Pickup Location: **Return Location:**

Vehicle Information

Charge Information

Total	fo,00
Amount Outstanding:	
Security Deposit:	\$0,00

Terms & Conditions

General Rental Conditions Tropikal Rentals Curaçao B.V.

Definitions

In these conditions the following definitions apply:

The vehicle: the car including the parts and accessories that are leased;

car: a passenger car;

the lessee: the natural person who enters into the agreement as lessee;

the lessor: Tropikal Rentals Curaçao B.V.;

damage of the lessor: the property damage suffered by the lessor as a result of:

- Damage, including abnormal wear and tear, or loss of the vehicle or accessories or parts thereof. This damage includes the cost of replacing (accessories and parts of) the vehicle and lost rental income;

- Damage caused with or by the vehicle to a person or property, for which the lessor or the insurer of the vehicle is liable to third parties.

driver: the actual driver of the vehicle;

in writing: in writing or by electronic means;

CRS: Curaçao Road Services N.V. or ForenSys Curaçao.

General Provisions

Article 1 Applicability

These General Rental Conditions apply to vehicle rental agreements between the lessor and the lessee. The lessee agrees to the General Rental Conditions of the lessor.

Article 2 Conclusion of the agreement

1. A legally binding rental agreement comes into being by written confirmation from the lessor.
2. The rental agreement is valid for the rental period and the rental price as stated on the rental agreement.

Article 3 The rental agreement

1. The rental agreement shall state the day and time the rental period begins and ends.
2. If the reserved vehicle is not available, another vehicle of equivalent or higher class shall be provided.

Article 4 The rental price

1. The rental price and any additional costs shall be agreed upon in advance.
2. The vehicle rental price includes 9% sales tax.
3. The lessor will charge a deposit of ANG 1000,- upon the conclusion of the rental agreement. The deposit must be paid within three working days after making the reservation to the bank account of the lessor:

Maduro & Curiel's Bank N.V.

Attn: Tropikal Rentals Curaçao B.V.

Bank account number: 34506501

Swift/BIC code: MCBKWCUCU

The tenant should send the lessor a payment confirmation by WhatsApp message or e-mail at the time of booking.

4. The rental price does not include fuel. If the content of the tank does not match the content of the tank at the end of the rental period, ANG 50,- will be charged for every quarter tank. No restitution when the tank has more fuel at the end of the rental period.
5. During the rental period, the lessee shall pay the costs due to the use of the vehicle, such as the costs for fuel, cleaning and parking.

Article 5 The rental period

1. The minimum rental period for a vehicle is four days. For the intern/student rate, the minimum rental period is one month.
2. The lessee is obliged to return the vehicle to the business address of the lessor no later than the day and time the rental agreement ends, with due observance of the lessor's business hours, unless an extension of the rental agreement has been agreed upon in writing. The Lessor can, if desired, arrange for a free transfer to and from Hato Airport or the Lessee's local residence address. The aforementioned transfer services are free of charge within a radius of 20 km from the business address of the Lessor. Outside a 20 km radius, the lessor will charge ANG 100,- per transfer. Pick up and Drop off of a vehicle always takes place at the business address of the lessor.
3. If the vehicle is not returned on time, the lessor will charge 20% of the daily rental price for each hour the vehicle is returned late. In addition, the lessee shall be obliged to compensate the lessor for any damage suffered and still to be suffered as a result.

Article 6 Refund and cancellation conditions

1. Up to two weeks before the rental date, the lessee is entitled to a refund of 50% of the total rental price. In case of cancellation two weeks or less before the rental date, the lessee is not entitled to a refund of the rental price. If a reservation is made less than two weeks before the rental date, the lessee is not entitled to a refund of the rental price.
2. Cancellations must be made in writing (by email or WhatsApp message) by the person who made the prepaid booking. Cancellations outside business hours are considered to be made on the next calendar day.
3. For long-term rentals to students, at least one month's notice must be given.
4. If the vehicle is not picked up on the agreed date and time ("no show"), the lessee will not receive a refund. Under "no show" is understood, among other things, that the vehicle is not picked up on the agreed date and time, you do not have the correct documents, you do not qualify for the lease (for example, if the lessee/driver is too young or does not have the correct driver's license), do not have sufficient credit to pay the rental price.

Article 7 Payment

1. The lessor accepts the following payment options: cash (EUR, ANG or US\$), bank transfer (ANG), debit card (ANG or US\$) or credit card (US\$). Payment through our Online Pre-Paid Booking site is only possible with a Mastercard, VISA and American Express.

The name on the credit card issued during the booking process must be the same as the name of the lessee. If this information does not match, the reservation cannot be guaranteed.

2. For short-term rentals, the lessor will charge your credit card for the full rental price including any accepted extras within a period of three days of making the reservation. At the drop-off location, you will sign the rental agreement before renting the vehicle. For short-term rentals, the lessee must pay the total rental price no later than upon taking possession of the vehicle.

3. If there is a long-term rental, the lessee must pay the first rental instalment no later than upon delivery of the vehicle and thereafter, the lessee must pay the rental instalment each month within the established payment period at the business address of the lessor, by appointment.

4. If the lessee fails to pay the rental instalments within the established term(s), he shall be in default without notice of default and shall also owe an additional contractual penalty of 10% of the rental price. Judicial and extrajudicial costs incurred by the lessor to enforce payment of a debt shall be borne entirely by the lessee.

Article 8 Legitimation

1. At the start of the rental period, the main driver must bring a valid and original driver's license. The second, third or any fourth driver must be present when taking delivery of the vehicle and must present a valid and original driving license.

2. If no driver's license is registered with the lessor, the vehicle is not insured.

3. An international driver's license is required only if the lessee's driver's license is written in a non-Latin language. An international driver's license will be accepted and registered only if the original driver's license is also shown.

4. The lessee/driver must always carry his driving license while driving.

Article 9 General Provisions

1. The lessee/driver must be at least 18 years of age. This age must be reached at the start of the rental agreement.

2. The lessee is obliged to return the vehicle to the lessor in its original state.

3. A maximum of three additional drivers are allowed per hired vehicle; no additional costs are charged for this.

Article 10 Obligations of the lessee

1. The lessee must treat the vehicle like a good lessee. The lessee must ensure that the vehicle is used in accordance with its designated use.

2. The lessee is forbidden from using the vehicle on a race track or on terrain the vehicle is not suited for, or on terrain the lessee/driver has been informed is at his own risk.

3. It is not permitted to use the vehicle for a purpose that is contrary to the law.

4. The lessee may not use the vehicle to commit criminal offences.

5. The lessee may not use the vehicle to push or pull any vehicle or trailer.

6. The lessee may not use the vehicle to transport flammable, toxic or otherwise dangerous or prohibited substances.

7. Only those persons designated as drivers in the rental agreement may drive the vehicle. The lessee is not allowed to make the vehicle available to a person not named as driver in the rental agreement. The lessee must carefully ensure that none of the persons named as drivers in the rental agreement drives the vehicle if they are unauthorized or obviously mentally or physically unfit to do so.

8. The lessee is not allowed to sublet the vehicle.

9. The lessee is not allowed to use the vehicle for driving lessons or for transporting persons for payment (commercial passenger transport), or for participating in car races, rallies or for driving on unpaved roads (off-road). The lessee is expressly not permitted to

drive on unpaved roads in the following areas: Shete Boka, San Juan, the plains of Hato (de vlakte van Hato), Christoffel Park and Sint Joris Bay.

10. The lessee is not allowed to transport animals in the vehicle without prior permission from the lessor.

11. In case the lessee observes damage or defects to the vehicle, the lessee is not allowed to use the vehicle if this could lead to aggravation of the damage or defects or reduce road safety.

12. The lessee is obliged to impose the obligations and prohibitions of this Article on the driver and passengers of the vehicle and to ensure compliance with them.

13. The lessee must, among other things, be careful with the keys belonging to the vehicle, the operation of the alarm system and the documents belonging to the vehicle.

14. It is forbidden to use alcohol and/or narcotics and/or medicines that (may) affect driving ability before or during driving. If the driver is under the influence of alcohol and/or narcotics and/or medicines that (may) affect driving ability at the time of a damage-causing event, the lessee is fully liable for this damage and the full damage will be recovered from the lessee.

15. It is prohibited to smoke in the vehicle. In case there has been smoking in the vehicle, the lessee is obliged to pay cleaning costs of ANG 350,- to the lessor.

16. It is prohibited to leave items in the vehicle (e.g. a bag, clothing, towel, etc.). The lessor and the insurance company are not liable in case of theft of personal belongings.

17. The lessee is liable for all costs, fines imposed and further (financial) consequences of violation of the Wegenverkeersverordening Curaçao 2000 and other legislation, plus administration costs.

18. If possible, the vehicle must be parked in an enclosed area overnight. The supplied steering lock must always be used during parking.

Article 11 Instructions to the lessee

1. The lessee must maintain the oil level and tire pressure (or have them maintained) and must comply with a call by the rental agency to return the vehicle for monthly maintenance. For rental periods of one month or less, the lessor shall not oblige the lessee to return the vehicle for regular maintenance.

2. The lessee is obliged to return the vehicle clean. Failure to comply with this obligation may result in the cleaning costs being charged, with a minimum of ANG 50,-.

3. The lessee must refuel with the fuel specified by the lessor and suitable for the vehicle.

4. In the event of defects known or visible to the lessee, damage caused to or with the vehicle or loss of the vehicle, the lessee is obliged:

- to report this as soon as possible;

- follow the lessor's instructions;

- provide the lessor or its insurer, upon request and without being asked, with all information and documents relating to the event;

- not to leave the vehicle without having properly protected it against the risk of damage or loss;

- to provide the lessor and persons appointed by the lessor with all requested cooperation in order to obtain compensation from third parties and/or as defense against claims from third parties.

5. In case of accidents, damage or loss, the lessee is additionally obliged to:

- report to the local police;

- submit a fully completed and signed claim form to the lessor as soon as possible;

- refrain from admitting guilt in any form whatsoever.

6. The lessee is obliged to impose the obligations and prohibitions of this Article on the driver(s), passengers and other users of the

vehicle and to ensure compliance.

7. The lessee shall inform the lessor as soon as possible about:

- failure of the vehicle;
- loss of or otherwise losing control over the vehicle, its parts and accessories;
- seizure of the vehicle;
- and about other circumstances of which the lessor should reasonably be informed.

8. In the event of theft or loss, the lessee will be charged the excess of ANG 1000,- if the lessee cannot submit the keys to the vehicle. If the lessee fails to hand over the keys of the vehicle to the lessor, the lessee will owe the daily value of the vehicle to the lessor, plus any additional costs.

9. If the lessor is required to provide information to authorities regarding the identity of the person who drove or used the vehicle at any time, the lessee shall answer questions asked by the lessor in connection with this as soon as possible.

10. The lessee is obliged to lock the vehicle when not in use. A steering lock is supplied with the vehicle; this must be used at all times.

11. The lessee must ensure that the key and any alarm box do not get wet. In the event of loss or water damage, the full amount will be borne by the lessee.

12. The lessee is obliged to lock the vehicle at all times when parking it, using the steering lock.

13. The lessee is not allowed to continue driving if the indicator light is on.

Article 12 Maintenance

The costs of maintenance shall be borne by the lessor and shall be carried out exclusively by order of the lessor.

Article 13 Liability of the lessee

1. The lessee shall be liable for all damage to the leased property caused by a failure attributable to him in the performance of an obligation under the rental agreement. If damage is caused as a result of acts or omissions in violation of Article 10, or as a result of irresponsible driving, intentional acts or omissions, recklessness bordering on intent, gross negligence or gross negligence on the part of the lessee (including if the driver has caused damage, an accident or collision while under the influence of alcohol and/or narcotics and/or medicines that (may) affect driving ability), the lessee/driver will be fully liable for damage caused to the lessor.

2. The lessee must immediately report any kind of damage to the lessor. If the damage does not become known until the last day of the rental period, the lessor may also charge the lessee for loss of rent.

3. The lessor reserves the right to have the insurer investigate any alleged violation or violations of the terms of the lease. In the event of police and/or witness statements, CRS statements or otherwise legally acceptable evidence indicating a failure on the part of the lessee/driver, the lessee/driver shall be liable for all damages incurred.

4. Glass damage and/or breakage, flat tires, damage to rims or hubcaps and interior damage are excluded from any cover and will be the full responsibility of the lessee. When one or more tires need to be replaced, the lessee must arrange this with Tire Warehouse N.V. (Fokkerweg 52, Willemstad Curaçao, phone number: +5999 461 8444) and also inform the lessor.

5. Both the lessee and the driver(s) named in the agreement are jointly and severally liable for the fulfilment of the obligations arising from the rental agreement, including all additional costs that may result from this.

Article 14 Waiver of excess

The lessee can buy off the excess. The lessee must comply with the provisions of the General Rental Conditions, and in particular with the provisions of Articles 10, 11 and 13, even when buying off the excess. If the lessee does not comply with the provisions of the General Rental Conditions, the right to buy off the excess shall lapse all costs for damages and eventual extra costs will be charged to and must be paid by the lessee.

The costs for buying off the excess are ANG 10,- per day or ANG 300,- per month. The costs for buying off the excess have to be paid together with the payment of the rental price. For reservations longer than 1 month, the amount must be paid monthly together with the rental instalment (s).

Article 15 Accident

The lessee is obliged:

- To inform the landlord immediately of any damage or accident; **Tel/Whatsapp: +59995623003**
- call **199** ForenSys (CRS) in case of an accident;
- DO NOT move the vehicle, leave the vehicle exactly as it was at the time of the accident;
- Complete the claim form immediately and collect all details of any persons and vehicles involved in the accident, as well as record details of any witnesses;
- Refrain from admitting guilt in any form;
- Remain with the vehicle at all times until the lessor or ForenSys has removed the vehicle, if applicable;
- Provide the lessor as well as the insurer with the requested cooperation in defence of any third-party claims. If the obligations described in this Article are not complied with, the insurance will lapse and the lessee will be liable for the full damage, plus administration costs.

Article 16 Insurance

1. The vehicles of Tropikal Rentals Curaçao B.V. are insured by means of third-party insurance and an additional all-risk coverage of Tropikal Rentals Curaçao B.V., with a maximum coverage of ANG 150,000.
2. An excess with a maximum of ANG 1000,- applies per claim.
3. The third-party insurance and all-risk cover will lapse in the event of non-compliance with the obligations of the General Rental Conditions.

Article 17 Government measures and information to authorities

1. The lessee is liable for all sanctions and consequences of measures imposed by the authorities in connection with the lessee having the vehicle at his disposal or using it.
2. If these sanctions and measures are imposed on the lessor, the lessee shall be obliged to indemnify the lessor upon first request, whereby the lessor shall be liable for additional administration costs, subject to a minimum of ANG 100,-. If the lessor provides information to authorities in connection with any conduct or omission of the lessee, such as a traffic violation, the lessee shall be obliged to reimburse the related costs, with a minimum of ANG 100,-.

Article 18 Seizure of the vehicle

1. In the event of administrative, civil or criminal attachment of the vehicle, the lessee shall remain obliged to fulfil the obligations of the rental agreement, including payment of the rental sum, until the vehicle is once again in the possession of the lessor free of attachments.
2. The lessee shall be obliged to indemnify the lessor for all costs arising from the attachment.

Article 19 Termination of lease

1. The lessor shall be entitled to terminate the rental agreement without any notice of default or judicial intervention and to repossess the vehicle, stating the reason, without prejudice to its right to compensation for costs, damages and interest if:
 - the lessee fails to fulfil one or more of his obligations during the rental period, or fails to do so on time or in full;
 - the lessee dies, is placed under guardianship, applies for a moratorium, is declared bankrupt;
 - the lessor learns of the existence of circumstances of such a nature that, had the lessor been aware of them, he would not have

entered into the rental agreement.

2. The lessee shall cooperate with the lessor to regain possession of the vehicle.

3. If the lessee dies before the rental period commences, the rental agreement shall be dissolved without any notice of default or judicial intervention.

4. The lessor shall not be liable for damage as a result of dissolution on the grounds of this Article.

Article 20 Amendment of rental conditions

The lessor is entitled to amend the General Rental Conditions at any time.

Article 21 Applicable law

1. The law of Curaçao shall apply to all agreements to which these conditions have been declared applicable.

2. All disputes arising as a result of, or arising from, an agreement entered into with the lessor shall be submitted exclusively to the competent Court of First Instance of Curaçao.

The lessee declares hereby to agree with the General Rental Conditions of Tropikal Rentals Curaçao B.V. and to have received a copy of the General rental conditions.

Signature

Signed at .