



## **ENJOY CAR RENTAL AGREEMENT TERMS AND CONDITIONS**

The Terms and Conditions form part of the rental Agreement ("Agreement"), which consists of the following parts: the terms and conditions, an individualized Agreement signed by Renter, a return document with final charges, and any amendments. The Lessor declares that he has leased out and has delivered in good condition to the Renter, and the latter declares that he has rented and that he has received in good condition from the Lessor the motor vehicle of which a description is shown in the Agreement. The Renter declares that he is in agreement with the conditions stated on the Agreement as also with the following conditions and stipulations.

### **ARTICLE I**

The rental starts on the date and the part of time as stated on the Agreement and terminates on the date and time renter has returned the motor vehicle to the rental station and after fulfillment of the Agreement. The Renter is obligated to return to the Lessor the motor vehicle that he has received in good condition together with there to pertinent documents, tools, and spare tire, in the same condition, normal wear and tear accepted on the site and at the time expressed on the Agreement. An extension of the rental or Lease shall be possible at the same tariff then in effect, except for a rental older than 30 days, in which an extension shall only be possible after a new Rental agreement has been prepared, paid for and signed by the Renter. For each hour or part of an hour that the Renter is in default or doing so, the lessee must pay the lessor the daily rate after one hour of delay in the delivery of the leased vehicle

### **ARTICLE II**

Only the Renter who is capable and validly licensed driver, 23 years of age or older, and the additional driver who is capable and validly licensed driver, 23 years of age or older, whose name and possibly other data are shown on the Agreement, shall be entitled to drive the motor vehicle. Wherever hereinafter reference is made to the Renter, shall also be meant the additional driver. Both the Renter and the additional driver are severally liable towards the Lessor for any damage and costs arisen to the motor vehicle, one and the other as specified hereinafter.

### **ARTICLE III**

The Lessor has the right to repossess the motor vehicle without demand or notification if the motor vehicle is found illegally parked, apparently abandoned, used in violation of law or of the rental Agreement, or for a prohibited use. Furthermore, the Lessor has the right to terminate this lease agreement at any time with immediate effect. In case the Renter has caused the foregoing because of his not complying at all or not properly with his obligation, the Lessor shall not be obligated to make any refund or pay any indemnification to the Renter.

### **ARTICLE IV**

1. The motor vehicle will be delivered with at least a quarter tank of gas and has to be returned with the same quantity. No reimbursement will be made on gas. In case that the Renter chooses not to refuel the motor vehicle, the Lessor shall provide this service at the applicable rate specified in the rental Agreement.
2. The Renter is obligated to pay all fines, penalties and costs imposed for parking, traffic violations, or punishable acts committed during the lease period by the driver and or by passengers.

### **ARTICLE V**

1. The Renter is liable for any and all damage which during the lease period might have been inflicted on the motor vehicle with or without the fault of the Renter, and irrespective of whether this happened in or out a superior force.
2. The Renter is liable for covering the cost of replacing the rental motor vehicle if it's stolen, and repairs to the motor vehicle if it gets damaged when someone tries to steal it.

3. Renter agrees that this financial responsibility is reduced to a maximum of USD 500.00 if Renter accepts the CDW-TP (Collision Damage Waiver-Theft Protection) insurance option, pays for it and complies with this agreement, including all terms and conditions. Renter agrees to pay the charge per day shown on the Agreement for each full or partial day.

4. Renter agrees that the financial responsibility of USD 500,00 is eliminated if Renter accepts the DP (Deductible Protection) insurance option, pays for it, and complies with this Agreement, including all terms and conditions.

5. The renter agrees that if the Renter accepts the TPL (Third Party Liability) insurance option, pays for it and complies with this agreement, it 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 motor vehicle on a per-occurrence basis as permitted by this Agreement, arising from the use of the motor vehicle. The coverage is in an amount up to FLS. 35.000 (USD \$20.000) 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 any claim made by a person who has signed the Agreement of this agreement as an additional authorized driver after qualification by the Lessor, client understands that if a claim is made or a lawsuit filed, the Lessor may defend the claim, or lawsuit at its sole discretion and make any settlements which the Lessor considers advisable. However, the Lessor is not obligated to pay any claim or judgment or to defend any claim or lawsuit when the Lessor's payments have reached the limit of coverage.

6. Roadside Plus (RSP) if selected and paid for at the time of rental, owner offers Roadside Plus, which provides 24/7 roadside assistance without additional charges. RSP is VOID and of no force or effect if at the time of incident renter (or any authorized additional driver) were using the motor vehicle in violation of the terms and conditions of this agreement or any of the actions that invalidate Collision Damage Waiver. In such cases, roadside assistance will be available, but standard charges will apply.

TOWING: There will be a charge of USD\$150.

LOST KEY: If RSP is selected and paid for at the time of rental, renter has to pay a charge of USD\$100. If RSP is not selected and not paid for client has to pay a charge of USD\$150.

#### **ARTICLE VI**

In case of damage inflicted to or with the motor vehicle, the Renter is obligated to notify the Lessor of this immediately by telephone or in some other manner and confirm such notification forthwith in writing, in case of a collision with simultaneous presentation of a layout drawing, a clear description of the facts or the case, a statement of time and place of the accident, name and address of the counter party, his insurance company if any, the license plate number of the motor vehicle involved in the accident as also a listing of witnesses and additional, particulars concerning the accident. The Renter is obligated to comply with the instructions to be given to him by the Lessor, and if possible, to have the Police draw up an official report. All judicial and extrajudicial documents having a bearing upon the accident must be sent immediately to the Lessor by the Renter. The Renter is obligated to refrain from making any and all statements, promises or acts that might contain an acknowledgement of guilt or an obligation to indemnify third parties, while the Renter must likewise refrain from acceptance and/or settlement of a damage claim as to third parties. In case of all costs and/or damages that arise from this for the Lessor, shall be for account of the Renter.

#### **ARTICLE VII**

It is prohibited for the Renter

a) To transport more persons and/or luggage than that for which the motor is equipped as also to transport luggage that can cause damage to the motor vehicle or the upholstery.

b) To use the motor vehicle for other purpose than for which the latter is destined according to its nature and equipment, as also to transport persons and or foods against payment thereof.

c) To give driving lesson with the motor vehicle, to tow other motor vehicles with it or participate with it in marches, tests, rallies, and similar events, as also to allow the motor vehicle to be driven by a person whose name, address, and signature have been stated on the reverse side hereof.

d) To transport the motor vehicle outside of Aruba.

e) To drive it under the influence of alcoholic beverages or any narcotics, or to allow the motor vehicle to be driven by any person who is under such influence.

#### **ARTICLE VIII**

Lessor shall not be responsible or liable for loss or damage to any property left, stored, or transported at any time by Lessor at the request of or with the knowledge of Renter of any other person in or upon the motor vehicle either before or after return thereof to Lessor, whether or not said loss or damage was caused by or related to the negligence of Lessor, its agents, servants, or employees.

Renter hereby assumes all risk relating to the above incidents of loss damage and waives all claims against Lessor by reason thereof, and Renter hereby agrees to hold Lessor harmless from and to defend and indemnify Lessor against all claims based upon or arising out of the loss or damage referred herein.

#### **ARTICLE IX**

In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, the Lessor (the Data Controller) will not be able to correctly process Renter's rental. The Lessor will use Renter's personal data to assist Renter with reserving, renting, and leasing motor vehicles and for marketing purposes. Renter may correct factual errors in that data or exercise his right to access, update, or delete personal data by sending a request to the Lessor using the contact details provided in the rental agreement that Renter signed when he collected the motor vehicle.

Lessor may use Renter's personal data to (i) provide effective services, (ii) conduct analytic and/or direct marketing activities, and (iii) allow Enjoy Car Rental to undertake Renter satisfaction surveys by email or by contacting Renter on his cell phone or other number listed on the rental agreement or otherwise provided Lessor. Where required by law, Renter consents to the use of his personal data for the purposes in this section and to the transfer of his personal data to entities in the Enjoy Car Rental.

The Lessor and/or Enjoy Car Rental may also use and disclosure personal data to respond to legal requirements (e.g. request from law enforcement agencies), to enforce local policies, to respond to claims or to protect the rights, property, or safety of others.

#### **ARTICLE X**

With the relevance to the present agreement Aruban Laws shall be applicable exclusively.