

TERMS & CONDITIONS

1. PAYMENT AND DEPOSIT

1.1 Renter agrees to make a payment or give the authorization to Blue Rental & Repair B.V. after the vehicle is received by Renter and after signing the agreement. The payment of the rental price is possible in cash, by bank transfer or by credit card.

1.2 The deposit is NAF 500 which can be paid in cash or with a credit card authorization. After returning the vehicle, the deposit will be returned, if there is no damage and no other sanctions, like fines, has to be paid.

2. FUEL

2.1 Rental Company will deliver the vehicle with a full fuel tank.

2.2 Renter is liable for the cost of all extra fuel consumed during the rental period if the fuel level is too low.

3. DOCUMENTATION

3.1 The following documents are provided in the scooter buddy compartment: 'Keuringskaart' (Inspection Card), 'Belastingkaart' (Tax Card) and 'Verzekeringsbewijs' (Insurance Certificate)

3.2 The Renter agrees to keep these documents in the scooter buddy at all times and to present them upon request by any authorities.

4. RETURNING THE VEHICLE

4.1 The Renter, at or before the expiry of the term of hire, shall return the vehicle, all the accessories, the keys and all the vehicle documents to the Rental Company at the address detailed in the agreement.

4.2 Should the Renter return the vehicle earlier than stated on the agreement a minimum early termination fee of two days rental plus any extra costs that are due when the contract is recalculated shall be due and payable. If the hire period is two days or less no refund is given.

4.3 Should the Renter return the vehicle later than stated on the agreement then late fees of 10% and additional hire fees will apply.

4.4 If damage is occurred to the vehicle, other people, or objects, during usage, this will be reported to the Rental Company as soon as possible. If a traffic fine given during the rental period the vehicle is in use, this must be reported. If the vehicle is returned after the rental period, as a result of an accident, damage or circumstances beyond one's control, Renter will not be charged.

5. DAMAGE OF PROPERTY, MECHANICAL REPAIRS AND ACCIDENTS

5.1 That Renter hereby releases and indemnifies Rental Company from and against any liability for loss or damage to any property (including cost relating thereto) left, stored or transported by Renter or any other person in or upon the vehicle before or after return of the vehicle to Rental Company. If the vehicle is damaged or requires repairs or salvage whether because of an accident or breakdown, the Renter shall advise the owner or his or her agent of the full circumstances by telephone as soon as possible.

5.2 The owner shall be permitted to have 48 hours in which to repair or replace the vehicle. The Renter shall not arrange or undertake any repairs or salvage without authority of the owner except to the extent that repairs are necessary to prevent further damage to the vehicle or other property. The Renter is responsible for any punctures, tire or rim damage that occurs during the term of hire.

6. INSURANCE

6.1 Blue Rental & Repair B.V. made a third party **liability insurance for the vehicle, a jurisdiction insurance and an accident insurance. A medical insurance covers up till US\$ 50,000.00.** Renter agrees he/she knows that there is no other insurance made by Blue Rental & Repair B.V., like for damage to, or missing of the vehicle.

6.2 Subject to the exclusions set out below the Renter is indemnified in respect of liability he/she might have to the owner in respect of the loss or damage to the vehicle, its accessories, spare parts and consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its spare parts.

7. INSPECTION/DAMAGE/FINES

7.1 Renter shall have the right to inspect the vehicle on arrival. Renter must give notice to Rental Company of any claim for damage on account of condition, quality or grade of the vehicle, and Renter must specify the basis of the claim of Renter in detail. The failure of Renter to comply with these conditions shall constitute irrevocable acceptance of the vehicle by Renter. The Renter responsible for all damage, direct, or in accordance of, occurred during the rental period.

7.2 The Rental Company is allowed to determine the amount of

damage. If the vehicle has been into the salt water, Renter will be charged replacing price of the vehicle.

7.3 The Rental Company is not responsible for damage to the vehicle, the Renter or other people driving the vehicle, or other people involved.

7.4 Renter is liable for the cost of all tickets and fines received during rental. The Rental Company isn't responsible for any of these cost or consequences.

8. DAMAGE TO THE VEHICLE

8.1 Plastic Damage: \$75 - Bent Rim: \$50.00 - Broken Mirror: \$40.00 - Loss of Key: \$40.00 - Loss of Helmet: \$50.00 Full list of the parts is available by the Rental Company.

9. NOTIFICATION

9.1 In case of emergency, damage, fines, defects, the Renter have to inform the Rental Company as soon as possible and if asked, write down all the information needed.

9.2 If the police involved the Renter is mandatory to give all the information needed to make up a protocol. If Renter does not, he/she will be responsible for all the consequence of it.

10. USAGE

10.1 It is not allowed to drive with drugs or alcohol above the limit prescribed by the Dutch Government in Curacao.

10.2 It is not allowed to drive the vehicle with more than one person.

10.3 It is not allowed to race, or speed-test with the vehicle, use of the vehicle is only allowed in normal, upright way.

10.4 The Renter has to act upon the traffic rules in Curacao.

11. RESPONSIBILITY

11.1 The Rental Company is not responsible for all cost of damage occurred by any damage of defects of the vehicle.

11.2 Renter will be responsible for all the damage and cost, occurred by using the vehicle.

12. ABSTRACTION OR LOSS

12.1 If the vehicle will not be returned to the Rental Company, the Police will be informed. Renter will be charged replacing price of the vehicle.
Scooter JUMA 50CC: NAF 4,000.00

13. DEFECT

13.1 Renter agrees that Rental Company whilst taking all precautions and using its best efforts to prevent such happening shall not be liable for any loss or damage arising from any fault or defects in or from mechanical failure of the vehicle of any consequential loss or damage.

13.2 Renter shall always lock the vehicle when not in use.

13.3 If the vehicle isn't working properly, the Rental Company have to be informed about the recent location and the details of the defect. If possible, the Rental Company will try to arrange another vehicle, if it's available and he's not inhibited. If the Renter isn't responsible for the vehicle defects, and the vehicle cannot be replaced, Renter will get back the part of the rent, if the vehicle couldn't be used.

14. CERTIFICATION

14.1 Renter agrees by signing this agreement that he/she has an official driving license. If asked this license will be shown to the Rental Company and it's allowed to make a copy of it.

14.2 Renter agrees by signing this agreement that he know the traffic rules and will act in accordance of it.

15. AGREEMENT

15.1 This agreement is governed by and construed in accordance with the laws of Curacao.

15.2 The Renter agrees that the data shown overleaf may be stored, processed and transmitted electronically by Rental Company.

15.3 The Rental Company can always cancel this agreement, if there is an assumption, the vehicle will not be used in a competent way, without notification.

By signing these terms and conditions, the Renter confirms that they have read and agree to them.

Name Renter :

Signature :
Date :