

## **1. PRELIMINARY PROVISIONS**

“Lessor” - Larry Rental Car NV, with its headquarters located at: Water Front RD 3, Cole Bay, St. Maarten, Registration no.: 8143

“Lessee” - natural or legal person which is hiring or in whose name the vehicle is hired. In the vehicle rental contract, referred to as “Lessee” and is held responsible for compliance with all points of these General Terms of lease and rental agreement.

“Contract” - an individual rental contract agreement which is signed at vehicle pickup at the start of the rental period and which authorizes the use of the vehicle, defines the vehicle pick up and drop off, coverage, equipment, and services included in the price and the method of payment for the rental. The contract also contains information about the status of the mileage, fuel level, damage and possible shortcomings of the rental vehicle and other rights and obligations of both parties who with their signature fully accept this contract. The vehicle condition at the time of issuing and General terms of the rental are considered part of the rental contract.

“Driver / Additional driver” - a natural person listed in the rental agreement as a “user” who signs the Rental contract and takes over the vehicle and is also responsible for following all the provisions of the rental agreement.

“User” - lessee, driver, and additional driver hereinafter referred to in the General Terms and Conditions of the vehicle lease contract, as the - User.

“Vehicle”, the object of the contract, and whose information is contained in the contract.

## **2. TERMS OF LEASE**

By signing the contract, the user confirms his/her taking over of the vehicle in the appropriate condition for the contracted service with all the pertaining equipment and all the accompanying documentation. Driver, who on behalf of the legal entity takes over the vehicle and signs the contract, states that he has the authority and guarantees his responsibility to the lessor, in solidarity with that legal person, and is responsible for the fulfillment of all obligations under this Agreement. By signing the contract, the user guarantees to the lessor to have fulfilled all the general terms and conditions of the minimum age required for obtaining the driving license and to have in his/her possession all required documentation for operating a vehicle in accordance with valid regulations of the St. Maarten. He/she is required to provide the original of these documents to the lessor for their insight and the copy thereof shall remain in the possession of the CARWIZ, as an annex to this contract. The user is held responsible for traffic violations done during the contract term, even after the contracts end.

### **3. CONDITIONS OF PAYMENT**

The user is required to have a pre-authorization performed on his credit card to the amount determined by the Lessor according to their assessment, depending on the class of vehicle, the lease, insurance, etc. By signing the rental agreement, the customer authorizes the lessor to charge the necessary amount for daily rent per the agreed tariff, as well as any and all daily additions (purchased coverage, additional equipment, and services), as well as any other possible costs that are incurred, per the current price list. These charges are performed on the user's credit or debit card on which the pre-authorization was carried out, or any other agreed upon means of payment. The lessor can charge the amounts to be paid by charging the users account during or even after the end of the lease when it discovers an obligation of the user, or the user can pay such costs in agreement with the lessor, which is the free choice of the lessor. If the user pays directly to the account of the lessor, he/she is obliged to do so within the specified period of time. In case of delay, the Customer is required to pay the lessor interests, as well as all other additional costs possibly incurred.

### **4. OBLIGATIONS OF THE USER**

By signing the agreement, the user states that he is familiar with all the obligations set out below, and accepts them:

- a. that the vehicle will be returned to the agreed upon place and within the agreed upon time, in the state that it was picked up in, with the equipment and the amount of fuel with which it was taken, or even before the agreed time, and at the request of the lessor;
- b. the prolongation of the agreed duration of the lease, as well as all other changes regarding the lease, must be requested from the lessor, in written form, at least prior to the expiry of the lease deadline; otherwise, the lessor is authorized to report the leased vehicle missing.
- c. the vehicle will not be overloaded, used for training new drivers, transport or towing other vehicles or trailers, for transferring passengers for a monetary benefit, for racing, endurance testing, speed testing, or for unlawful acts;
- d. the vehicle will only be used by the driver or additional drivers stated in the contract, for personal use only, in accordance with the intended use of the vehicle and that the vehicle will not be made available to unauthorized users and third parties;
- e. to use the vehicle properly and treat it accordingly
- f. that when leaving the vehicle, he will properly close all the windows and lock it while taking the keys and documents with himself

- g. to only drive on public roads, without the influence of alcohol or drugs, observing all traffic laws and regulations;
- h. to take care of regular technical vehicle maintenance, meaning regularly checking the coolant level, oil level, other fluids, tire pressure, etc.
- i. if at any point the instrument panel signals the need for maintenance, or if the user himself concludes that the vehicle is in need of maintenance, he is required to notify the lessor of this and make the vehicle available for it. In the event of damage to the vehicle or vehicle damage caused by the failure to comply with these terms, the user is obliged to compensate all such damages and eventual loss of earnings, due to the lessors' inability to perform such basic activities and maintenance, due to the user's negligence.
- j. that the vehicle will not be used to transport more passengers or goods from the maximum permissible amount specified in the vehicle specifications, and not to make any modifications to the vehicle;
- k. that the vehicle will not be driven outside the St. Maarten borders, unless previously announced, for which the lessor may charge an additional fee according to the price list. In the case of a violation of cross-border and territorial restrictions on the use of the vehicle, all coverage packages of the user, mentioned in section 8 of these terms shall cease to apply.
- l. that he will bear all costs related to the vehicle use such as, but not limited to, fuel, highway tolls, bridge tolls, parking fees, and tickets as well as traffic violations and others
- m. On the basis of this contract, the user authorises the lessor to charge him/her all traffic offenses, as well as parking tickets and other fines, with no prior notification, if they result from the violation of the laws and regulations of the St. Maarten or any other country, and if they were committed during the lease period. These costs will be increased by the handling fees and will be charged to the debit or credit card given at the front page of this lease contract.
- n. the user, a legal person may with prior written notification to, and consent form, the lessor, permit the usage of the rental vehicle to a worker who meets the stated requirements, and is in this case required to familiarise the driver with the terms and responsibilities of the contract, which in no way diminishes the responsibility of the legal person to follow these terms and conditions.

## **5. DAMAGE AND LOSS OF DOCUMENTATION**

In the event of damage to the vehicle, missing equipment or tools, missing documentation, license plates or vehicle keys, the user is obliged to compensate for the costs. The user of the vehicle is responsible if there is damage to the engine, the mechanical parts of the vehicle (for example due to lack of oil, coolant or other fluids in the engine), as well as in cases of damage to the sump, clutch damage (so-called burned clutch), damage to the undercarriage of the vehicle, loss/damage of documents and keys of the vehicle, loss/damage of the license plates, damage to the vehicle interior, burned seats, pouring improper fuel or other failures caused by the negligence of the user or the additional driver of the vehicle (such as careless driving or driving off-road). In all these cases the user of vehicle reimburses the lessor with the full amount of the costs of the vehicle repair, plus the amount for the daily rent lost per the current price list, for the duration of the repair, but not more than 30 days, and any other damages, such as the cost of vehicle towing or the impaired value of the vehicle. The user or the person to whom the user has given the vehicle to, assumes the use of the vehicle according to the manufacturer's instructions, as well as the use of diesel or unleaded fuel, according to the manufacturer's instructions. Any and all damages resulting from non-compliance with these instructions are not covered by insurance and under the obligation of the user of vehicles.

## **6. THEFT, VEHICLE ACCIDENT AND OR MALFUNCTION**

In the event of an accident, vehicle damage, theft, engine breakdown or other similar circumstances the user is required to:

1. ensure the prevention of further damage to the rented vehicle until the takeover by the lessor
2. record the names and addresses of witnesses and participants;
3. Call the police and procure a record of the events, except in the case of motor breakdown;
4. inform the nearest office of the lessor of the events.

The user of the vehicle is obliged to report any damage done to the vehicle to the police, in the event that the user does not provide a police record, does not make a statement, and fails to provide an alcohol test, all costs of damages in connection with the damage or missing vehicle, will be borne by the vehicle user in the full amount, including lost profits in the amount of daily rent due to non-use of the vehicle for the duration of the repair, to a maximum of 30 days, regardless of the user's guilt for the incident and whether the user has accepted and paid for additional insurance in the form of lowered excess (CDW +) or purchased total liability from the excess (SCDW).

## **7. COSTS REIMBURSED TO THE USER**

The lessor shall reimburse to the user all costs for oil, lubricants, regular servicing, and minor repairs that occurred during the lease period, except the costs of washing the vehicle, after submitting all settled invoices. The invoice must be addressed to the lessor; Larry Rental Car NV, Water Front RD 3, Cole Bay, St. Maarten. In order to be reimbursed for the abovementioned costs, the user must have received the agreement of an authorized representative of the lessor; otherwise, the reimbursement shall not be feasible.

## **8. PARTICIPATION (EXCESS) IN THE DAMAGE (FRANCHISE)**

The risk and the amount of participation (excess) in the damage can be reduced by the acceptance of appropriate coverage, provided that the damage was not caused by violating the terms and regulations of this contract, or deliberate improper use of the vehicle. Reduced liability for damage or theft with participation in the damage (CDW / TP); by accepting this coverage you can reduce your liability for damage or theft, and the difference between the excess (franchise) and the full amount of damage. Purchase of decreased participation in the damage (CDW +); by accepting and paying for this additional coverage, the user can limit his liability for damage to the vehicle. Purchase of total liability to the excess (SCDW); by accepting and paying for this additional coverage the user can further limit his overall responsibility for damage to the vehicle. SCDW does not cover: destruction/damage to the tires, wheels or hubcaps, destruction/damage to the undercarriage of the vehicle, the vehicle interior (unless the interior is damaged in an accident), all windows, and any and all damages without a record. By signing the rental agreement, the user authorizes the lessor to charge the holder of the credit card, for all costs, failures or losses, up to the franchise or the full amount of damage if the user has not adhered to these general terms and conditions, even those that have been discovered after the vehicle has been returned and of which the user did not notify the lessor according to the procedure of the vehicle drop off. Insurance does not cover damages done in high-risk areas or in war zones, during transportation on the ferry and on the islands, without the written consent of the lessor.

## **9. THE COLLECTION AND PROCESSING OF PERSONAL DATA**

The user provides personal information voluntarily. User personal information is required in the process of realization of the requested service.

The lessor uses and processes personal data in accordance with the applicable regulations on the protection of personal data. Information on personal data processing as well as user rights can be found in the Personal Data Protection Statement available at [www.carwiz.sx](http://www.carwiz.sx)

## **10. OTHER PROVISIONS**

The lessor is not liable for the damage suffered by the user due to the delay in the delivery of the vehicle, or for the damages that might be incurred by the user due to the malfunction of the vehicle during the rental period. The lessor has the right to terminate the rental contract and immediately take possession of the vehicle if the user fails to act in accordance with any provision of these terms and conditions or the rental agreement, or if the vehicle is damaged. The termination of the rental service under these provisions does not put in to question other rights of the lessor stated under these terms and the rental agreement. This contract is drawn up in two identical copies, of which one is given to the user, and the other which is retained by the lessor. With his signature on the last page of this contract the User accepts this contract and all of its provisions, and with the acceptance of damage coverage from Article 8, accepts the conditions and terms of the coverage with which he has been familiarised with. Amendments to this contract may only be done in writing, oral agreements are considered invalid. In the event of a dispute under this Agreement, both parties agree to submit the issue in question to the jurisdiction of the court in St. Maarten, under St. Maarten law: The Joint Court of Justice of Aruba, Curaçao, Sint Maarten and of Bonaire, Saint Eustatius and Saba.