

Chase Car Rental (hereinafter called "the Lessor"), is the legal representative for (FLEXWAYS Antigua) and hereby rents to the renter the vehicle described overleaf (hereinafter called "the Vehicle") subject to the terms and conditions contained herein. The renter warrants the truth and accuracy of the information given by him/her in this agreement.

Insurance:

Insurance (State Insurance ltd) All vehicles are covered by insurance including (EC\$1,000000.00) Liability for passengers and third-party personal injury coverage.

1. The renter received the vehicle in good order and condition and will return the same together with all tires, tools, car documents, accessories and equipment in the same condition, (ordinary wear and tear excepted but not excessive wear and tear caused by reason of misuse or abuse) as agreed by and with Chase Car Rental.

2. Save where damage to the vehicle and/or theft of the vehicle is covered by the Lessor's insurance or other insurance, the renter's liability for damage to the vehicle and theft of the vehicle extends to such time as an agent or officer of the Lessor obtains physical possession of the Vehicle after rental.

3. The vehicle shall not be used, operated or driven by any person:

(a). To transport goods, property or passengers in violation of any law of Antigua and Barbuda.

(b) Persons not listed on the rental agreement.

(c). To carry passengers or property for a consideration expressed or implied for profit.

(d). To propel or tow any vehicle or trailer without the consent of Chase Car Rental.

(e). In motor sports events (including racing, pace making, rallying, reliability trials and speed testing) or for driving tuition or instruction;

(f). Under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates or any other substance impairing the operator(s) consciousness or ability to react; such determination of impairment may be made by an agent of (Chase Car Rental) or officer upon reasonable inference of all of the factual circumstances; such inference may be made upon reliance of the sense of seeing, hearing and, or smelling.

(g). In an "active" negligent manner which would constitute gross negligence and could seriously impair the operator(s) ability to react including but not limited to such actions as reading maps while driving, using a hand-held mobile phone, reversing onto a primary roadway, driving above legal speed limits, etc.

(h). Other than the renter and the authorized drivers; (i). Who has given a fictitious or false name, age, address, or driving license.

4. The renter incurs a personal debt to (Chase Car Rental) and the renter assumes and accepts full responsibility for any and all damages, loss and/or theft, regardless of fault, to the vehicle during the rental period should they decline the (CDW) and will pay for all damages to the rental vehicle up to the full value but not exceeding the current value of the rental vehicle at the time of the accident. Should they accept the (CDW) they will be responsible for the amount stated on the overleaf of this contract. Chase car Rental will give earnest consideration to waiving its right to

demand payment of the debt if the renter has chosen to purchase Collision Damage Waiver ("CDW") and the conditions of the CDW have otherwise been satisfied by the renter during the rental period and upon return of the rental vehicle.

5. The Lessor will not give any consideration to waiving its right to demand payment for the debt incurred, and the renter shall not be entitled to the exercise of any such waiver, in the event that:

a. There is any breach of the conditions specified in clause 3 herein.

b. The police having investigated any accident involving the operator(s) and the vehicle during the rental period, the police find the operator(s) are at fault and/or the police indicate they intend to initiate legal proceedings against the operator(s) with respect to such accident.

6. Collision Damage Waiver is not "insurance" as defined by the Insurance (License) Act or any other law. Chase Car Rental does not undertake to indemnify the renter against loss or liability for loss nor does the Lessor undertake to pay a sum of money or other thing of value upon the happening of any event. CDW-does not cover damages to tires/rims vehicle canvas tops, damaged or lost keys or cigarette burns to upholstery.

7. The renter hereby releases and indemnifies Lessor from and against any liability for loss or damage to any property (including costs 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 the Lessor. The renter will at all times ensure that when the vehicle is left unattended it is locked and any security device fitted or supplied with the vehicle is set and used. Renter is responsible for the safekeeping of the vehicle's keys and will incur a charge for loss of the same.

8. The Lessor whilst taking all precaution and using its best efforts to prevent such happening shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the vehicle or any consequential loss or damage. Renter shall always lock the vehicle when not in use.

9. In the event of any breach by the renter of any of the terms and conditions hereof, the Lessor may without notice repossess the vehicle and for such purpose may enter upon premises where the vehicle may be and remove same and the renter shall be responsible for and indemnify the Lessor against all actions, claims, costs and damages consequent upon or arising from such repossession and removal.

**10. In the event of any accident, the renter shall notify the local police station to report the accident and also notify chase car rental or it's representative at the time of the accident before leaving the scene.**

11. Additionally, the renter shall be bound by these terms and conditions in relation to any extension of the rental period agreed by the Lessor or in respect of any replacement vehicle rented in lieu of vehicle. All rental extension of any vehicle must be paid on the day of return or before, failure to do so can be seen as a breach and chase car rental may cancel the rental agreement at such time.

12. The vehicle shall be operated at all times in compliance with Vehicles and Road Traffic Act, as amended, and any other law in force.

13. Punctured tires are wholly the responsibility of the Renter. Chase car Rental may repair a punctured tire at an additional cost of US\$10.00 for each puncture on a tire and is payable by the Renter, should the tire be damaged beyond repair by the Renter, the full cost to replace the said tire is wholly the responsibility of the Renter and is payable at the time of return.

14. A fee of US\$20.00 per hour will be charged for each additional hour the vehicle is in the possession of the Renter beyond the rental period but not exceeding the cost of a day's rental. The renter should notify (Chase Car Rental) 1 hour in advance that they will be running late in returning the rental car or this fee will apply.

15. Liability: In the event of an accident where the Renter or any other authorized driver listed on the rental agreement is at fault, the Renter will pay for loss of income for each day the vehicle is not in use based on a reasonable downtime.

16. This agreement was construed in accordance with the laws of Antigua and Barbuda and the courts of Antigua and Barbuda shall have exclusive jurisdiction

17. By signing this contract and the credit card authorization form I (THE CUSTOMER) listed on the other side of this contract, allows Chase Car rental to use my signature on both forms as consent to charge my credit card for damages that may occur to my rental car listed on the other side of this contract due to my negligence or fault during my rental period even if he/she has asked some else to responsible for them by form of payment.

18. The renter is responsible for the safe keeping of jeep wranglers during the rental period and should ensure that the vehicle is covered if they are away from the vehicle to protect the interior and equipment's from rain. The renter will be held responsible for all damages should the vehicle be left open and the interior and its equipment's be damaged due to rain.

19. A charge of US\$60 will be charged to the renter for vehicles returned with excessive sand or vehicle kept in an unsatisfactory state and a fee of USD\$20 will be charged for every quarter tank petrol less returned. PLEASE BE GUIDED ACCORDINGLY.

### **Prepaid Reservations Policies- Pay Now**

By booking a prepaid rate, the payment will be charged before the start of the rental with the estimated total amount of the rental (rental charge plus any other agreed charges and taxes for the full agreed rental period). The driver and confirmed method of payment shall be finalized at the time of reservation and cannot be changed. The confirmed method of payment has to be valid and available for presentation at the time of pick up and is subject to the conditions of payment above. All extra costs that occur during the car rental will be charged to this payment method. A refund shall not be issued for non-collection of the rental vehicle, vehicle being collected late or returned early. Prepaid Rentals not picked up 2 hours after the agreed pick-up time shall be considered a now show and will not be refunded. Please contact our office by telephone, email or what's app if you are running late to have the changes made to your reservations and not have your reservation cancelled due to a no show.

**A prepaid booking can be changed up to 48 hours before the start of the rental (depending on availability). An alteration fee of US\$30 plus tax applies. Any payment already made towards the rental will not be refunded; nor shall any differential amount be refunded if this alteration leads to a lesser rental cost. Any changes made to a prepaid reservation may impact the rental rate.**

**A prepaid booking can be cancelled before the start of the rental. In the event of a cancellation, any refund of the payment made towards the rental is subject to a cancellation fee. For reservations with a rental period lasting no more than two days, the total prepaid amount is non-refundable. For reservations with a rental period lasting more than three days: The first two days are non-refundable, the remaining days will be refunded.**

**In the event that the booked vehicle is not collected or not collected at the agreed time, the rental charge already paid shall be withheld in full.**