

## RENTAL AGREEMENT

### GENERAL CONDITIONS

The contracting company, hereinafter the Lessor leases to Lessee, whose data and signature appear on this contract, the assigned vehicle in accordance with the terms and conditions set forth and the Lessee accepts and agrees to comply.

### ARTICLE 1. - USE OF THE VEHICLE.

Kilometer limit – cars 200km per day – budget cars 100km per day – vans 300km per day

1.1 The Lessee agrees to use and drive the vehicle according to the basic rules of driving and regulations, and according to the specifications of the type of vehicle use.

1.2 The Lessee agrees not to use the vehicle and / or let it be used in the following cases:

- a) Paid transport passengers.
- b) Push or tow any vehicle or any other object, rolling or not.
- c) To participate in competitions, official or not.
- d) Drive the vehicle under the influence of alcohol or narcotics.
- e) Transport of goods contrary to law or the laws in force or unlawful purposes.
- f) Transport of passengers than authorized number and indicated on the car documents.
- g) Transport of goods by weight, quantity and / or volume than authorized on the car documents.
- h) Transport of goods classified as hazardous or special transport Laws in force.
- i) Do not use or permit the leased vehicle to be used as a means or instrument for the commission of crimes, punishable actions, prohibited, or simply sanctioned by law, offenders help or protection, transportation and shelter of objects from crime.

1.3 Only the person identified and accepted by the Lessor is authorized to drive the vehicle in the lease and / or attached thereto, provided they are over 25 years of age, according to Vehicle group indicated in the General Price, and they hold and are in possession of valid driving license at least one year old.

1.4 The Lessee agrees to keep the vehicle locked when not in use and keep the documents inside it.

1.5 It is expressly forbidden to Lessee assign, loan, pledge, sell or in any manner to pledge: the vehicle, the lease, keys, documentation, equipment, tools and / or accessories of the vehicle and / or any part or parts thereof, or treat the above in a way that causes harm to the Lessor.

1.6 In the Peninsula it is prohibited, unless authorized by the Lessor, the transfer of the vehicle to the Islands. Any breach of these conditions will authorize the Lessor to force the Lessee to return the Vehicle immediately, without justification or compensation.

1.7 Unless expressly authorized to the leased vehicle may travel only in the authorized field.

1.8 To go abroad the Lessee needs authorization from the Lessor and insurance coverage will be provided by the Lessee.

1.9 The Lessor reserves the right to terminate the contract if the Lessee fails to comply with the provisions of Article 1.

### **ARTICLE 2. - STATE OF THE VEHICLE.**

2.1 The Lessee acknowledges that he/she has received the vehicle in good working condition, including the five tyres if applicable. In case of damage other than normal wear, the Lessee shall immediately replace the tyres, at his expense, by another or others with identical characteristics and state of use or pay the corresponding amount. Lessee is also responsible for the damage he has caused to the vehicle.

2.2 It is expressly forbidden to Lease out to any other party any technical characteristic of the vehicle, vehicle keys, vehicle equipment, tools and / or accessories of the vehicle, as well as make any changes in their appearance and / or inside. In case of violation of this article, Lessee shall bear the expenses, duly justified vehicle reconditioning to its original condition and pay an amount in compensation for vehicle immobilization.

2.3 The Lessee relieves Lessor from all liability for loss or damage arising from any type of object or property left or transported in the vehicle by the Lessee or companions, either during the term of the contract or after the return of the Vehicle.

### **ARTICLE 3 – INSURANCE**

3.1 The vehicle insurance provided by the Lessor covers the driver against any claim by a Third Party (including legal costs) and for any damage or injury incurred during the agreed rental period providing the driver is named on the rental contract, holds a current full driving licence, is over 25 years of age and does not contravene a) to i) of the Use of Vehicle clause, above.

3.2 The driver and passengers of the vehicle will be covered for medical/hospital costs (providing the total number does not exceed the legal limit for the vehicle).

3.3 Damage or loss of personal possessions is not covered by the Lessor's insurance.

3.4 The Lessee will be responsible for the first 300€ of any damage sustained by the rental vehicle during the period in which the Lessee is in charge of said vehicle unless the Lessee has opted to pay the excess damage waiver (compulsory for all car group, A, B, B1 & C, airport pick-ups) in which case the Lessee's liability will be zero (with the exception of loss of keys, damage to tyres and wheels and windscreens).

3.5 Excess Damage Waiver is not available for vans and people carriers and the Lessee will be responsible for the first 300€ of any damage sustained whilst the Lessee is in charge of the vehicle.

3.6 The Lessee agrees to take the following action in the event of an accident: a) Not to admit liability or guilt. b) To obtain full details of the other party or parties involved and witnesses, filling in the accident report form enclosed with the vehicle's documents and forwarding this information immediately to the Lessor. Serious accidents must be reported immediately by telephone. c) To notify the authorities immediately if another party's liability must be ascertained. The main Costa Coches office at Mojacar Playa must be notified within 24 hours of any breakdown or vehicle failure on 639 081 067. Failure to do so will mean that the renter will not be able to claim any refund for this period of off-the-road time. Any accident or damage to the rental vehicle resulting from negligence will invalidate the insurance and the Lessee will be responsible for the cost of repair of the vehicle in addition to any other third party damage.

#### **ARTICLE 4. - PRICE, DEPOSIT AND EXTENSION.**

4.1 The rental fee and the deposit are determined by the General Price and shall be paid in advance by the Lessee. In any case the deposit will be used to extend the rental. The payment of such amounts shall be made by credit card or in cash. Should payment be made in cash, the Lessor reserves the right to request the Lessee one or more credit cards as a guarantee.

4.2 The duration of the rent will be agreed in the contract, and billed based on twenty-four hour periods, starting from the time when it is formalized. There is a grace period of 30 minutes, after which there will be an additional charge for hours exceeded, or after three hours, for a day.

4.3 In the event that the Lessee wants to keep the vehicle for longer than the time agreed in the contract, he/she must renew the contract with the Lessor, and shall pay the corresponding amount.

4.4 The Lessee agrees to return the Vehicle to the Lessor on the date and at the place specified in the lease. The service is considered complete only once the vehicle and the keys have been delivered to Lessor.

4.5 If the Lessee drives with an expired contract without permission of the Lessor, the insurance shall be suspended automatically.

4.6 If the Lessee cancels the contract early he is entitled to 50 % reimbursement for days outstanding.

#### **ARTICLE 5. - PAYMENTS.**

5.1 The Lessee agrees to pay to Lessor:

a) The amount resulting from the application of the General Price List and the price agreed in the rental contract, corresponding to time, insurance, optional exemptions, optional equipment and ancillary services, under the conditions applied, as well as applicable taxes and fees .

b) The amount of damage and / or theft suffered wholly or partly in the vehicle. Lessee's maximum liability shall be the value of the vehicle on the market with all the accessories and add-ons.

In case of damage to the vehicle and its accessories and upholstery, and / or theft of the same, the Lessee shall be charged the following amounts:

- Veneer: shock, friction: Subject to expertise in approved workshop.
- Windows / Mirrors: chopped, cracks, loss, theft: Subject to expertise in approved workshop.
- Lights: broken shells: Subject to expertise in approved workshop.
- Tyres: puncture: Subject to expertise in approved workshop.
- Cab: upholstery, dashboard, seat: Subject to expertise in approved workshop.
- Radio: Subtraction: Subject to expertise in approved workshop as depends on model of car.
- Documentation and / or Keys: loss, theft, damage: 200€.
- GPS: loss, theft, damage: Domestic: 150 €
- Cart: loss, theft, damage: 180 €
- Corporate image: Impairment: 210€
- Alteration original elements: manipulation odometer, engine or any other element of the vehicle: Subject to expertise in approved workshop.
- Loss tools and other accessories: Jack 100€; Replacement Bulbs 20€; Tyre aid 120€; Vest 10€; Triangles 20€; Toolkit: 75 €;
- Refuelling service: 25 € + Cost of Fuel
- Extra Kilometres will be charge at 16 cents each over agreed the limit

All amounts are outlined for added tax or value added tax for replacement.

### **MECHANICAL NEGLIGENCE**

The Lessee is responsible for maintaining oil and fluid levels during the period of the Contract (please check this has been done before commencing hire).

If during the period of hire a warning light comes on regarding engine condition, or a gauge shows out of normal reading, then you must stop immediately and contact either our office, or out of hours contact the recovery and have the vehicle returned to our base for investigation. A free taxi service comes with recovery to take you to your destination.

### **CREDIT CARD**

A current Credit card with a minimum of six months before expiry date must be produced in the driver's name.

Any fines, damage due to negligence and really dirty or stained interiors caused by the Lessee/s will be charged and taken from the credit card.

Overdue return of vehicles will be charged an additional day's rate if returned over 30 minutes late. If the vehicle is not returned before close of office that day, an additional week's rental will be charged. In this event the vehicle will also be driven illegally as the Contract will have ceased, making the insurance null and void.

I/we confirm that I/we have read and understood the Terms and Conditions.

Signature Hirer

Print Signature

Date