

OPERATIVE CAR RENTAL – CAR RENTAL AGREEMENT

Email: operativecarrentalslu@gmail.com

Tel: (758) 450 9272

First Name(s): _____ Middle Initial _____ Surname: _____

Local Address _____

Foreign Address _____

Contact Number/s: St. Lucia _____ Foreign _____

Driver's License# _____ Issue Date _____ Expiry Date _____

Driver's Permit# _____ Issue Date _____ Expiry Date _____

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

2. PARTICULARS OF THE VEHICLE FOR HIRE:

Registration# _____

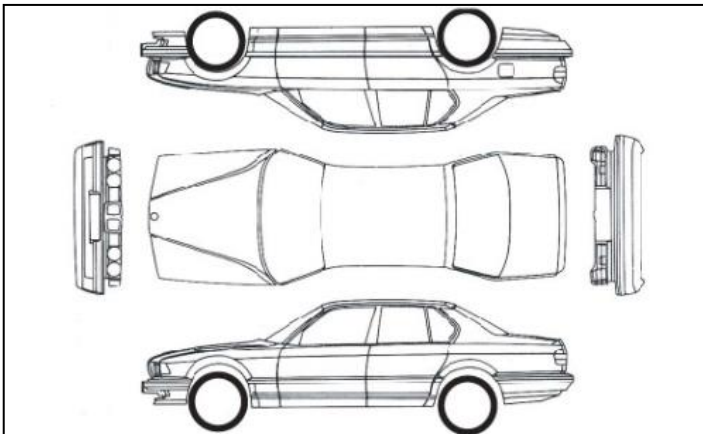
Type & Model: _____

Year & Color: _____

Fuel Level:

EMPTY	1/4	1/2	3/4	FULL

CONDITION OF VEHICLE:



a) The above-described vehicle has been inspected by both the Owner and the Renter for defects as noted in the inspection report shown to the left and further described below:

Any defects: _____

Describe _____

b) The Owner states that to the best of his knowledge that above-described vehicle is in sound and safe condition and free of any fault/s that would affect its safe operation under normal use.

4. QUALIFICATIONS:

The Renter states that he/she is physically and legally qualified to operate the above-described vehicle.

5. RENTAL PERIOD and RENTAL RATE:

5.1 **Start Date:** _____ @ _____ a.m. /p.m. **End Date:** _____ @ _____ a.m./p.m.

5.2 Daily Rate: XCD _____ for _____ Days \$ _____

Extra Protection Waiver (EPW) **YES / NO** at XCD26.70 per day \$ _____

Government Permit \$ _____

Extra Driver \$10US per driver \$ _____

Total Car Rental Cost: XCD _____

6. DEPOSIT: The renter further agrees to pay a security deposit of XCD _____ to the Owner, to defray fully or partially the cost of necessary repairs or replacement in the event of loss or damage to the vehicle or equipment during the term of this Car Rental Agreement

6.1 The Renter further agrees to pay in full any and all Insurance claim deductible up to but not exceeding USD \$2000.00 or the equivalent amount in Eastern Caribbean Dollars. If EPW is declined the renter accepts full responsibility for all loss, damage, or loss of the vehicle caused by accident, fire or theft, regardless of who is at fault. EPW reduces insurance excess liability from USD2000.00 to USD \$500.00
If EPW is not taken 7.9, 8.0 and 8.1 will be activated.

7. OTHER TERMS AND CONDITIONS

- 7.1 The renter agrees to pay all fees stated above and any other cost including fuel.
- 7.2 The rented vehicle shall not be used to carry passengers other than in the interior or cab of the vehicle.
- 7.3 The rented vehicle shall not be used to push, propel or tow another vehicle, trailer or any other thing.
- 7.4 The rented vehicle shall not be used for racing, whether leisurely or competitively.
- 7.5 The rented vehicle shall not be used for any activity deemed illegal by the state of St. Lucia.
- 7.6 The renter shall not operate the vehicle in a negligent manner.
- 7.7 The rented vehicle shall not be used to carry passengers or property for hire.
- 7.8 The renter agrees to pay in full any parking fines or driving violations incurred during the hire period.
- 7.9 The renter agrees to accept all liability and shall fully indemnify the Owner for any loss of or damage to the vehicle during the term of this agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the vehicle.
- 8.0 The renter agrees to be wholly responsible for any damages caused to a third party or parties, which includes persons and properties moveable or immovable notwithstanding the insurers honoring the claim.
- 8.1 The renter will indemnify the Owner completely from any claims, the cause of action being negligence of the driver of the rented vehicle whilst on the public or private road or the rented vehicle being in a stationery position, and will forfeit my deposit in full.
- 8.2 The renter agrees that the Owner or its' agent/s can at any time without notice repossess the rented vehicle if the renter is deemed to be in violation of any laws of St. Lucia or suspected to be involved in any illegal activity and all monies paid except the deposit will be forfeited.
- 8.3 The renter agrees that at no time will the renter initiate repairs on the rented vehicle without the written consent of the Owner, and if such is done, the renter will remedy the repairs at full cost as deemed necessary.
- 8.4 ONLY the Renter named in this agreement shall drive the rented vehicle unless written permission is given by the Owner / Operative Car Rental. Failure to comply will result in repossession of the rented vehicle at any time without notice and the named Renter will be fully responsible for all expenses relating to the rented vehicle and any other vehicle involved in any accident. The Owner / Operative Car Rental is indemnified against any claim or claims which may arise due to the aforementioned breach.

JURISDICTION: The parties consent that this is a legal binding document in the country of St. Lucia.

INSURANCE: The Renter hereby agrees that he/she shall be held fully responsible for the first deductible in case of accident. The Renter also agrees that only the vehicle is covered under insurance and the driver or passengers are not covered. The Renter also agrees that personal belongings and other items left in the vehicle at any time are not covered. In the absence of damage or loss, the deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

RETURN OF VEHICLE: The Renter hereby agrees to return the above-described vehicle to the pickup location as detailed in section 5. Late return of the vehicle will incur additional charges.

OPERATIVE CAR RENTAL: _____ **RENTER 1:** _____

SIGNED: _____ day of _____ 20____ **RENTER 2:** _____