

# VEHICLE RENTAL AGREEMENT

## 1. THE PARTIES TO THIS AGREEMENT

### THE OWNER:

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### THE RENTER:

FIRST NAME		LAST NAME	
NATIONALITY	DOCUMENT TYPE AND NUMBER		
HOME ADDRESS			
PHONE NUMBER(S)		E-MAIL	
STAYING AT (HOTEL)			

## 2. THE OBJECT OF THE RENTAL

TYPE OF VEHICLE	MAKE	MODEL	COLOR
PLATE NO.	ENGINE NO.	CHASIS NO.	
OPTIONS Helmets: _____ Other: _____			

## 3. RENTAL PERIOD AND RATE

3.1. The Owner agrees to rent the above-described vehicle to the Renter for the following period:

STARTING DATE AND TIME	ENDING DATE AND TIME
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3.2. The Renter hereby agrees to return the above-described vehicle to the pick up location no later than the date and time indicated above.

3.3. The Renter hereby agrees to pay the Owner at the rate of

DAILY RATE	# OF DAYS	TOTOAL AMOUNT
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3.4. The full rental rate for the specified period stated is subject to payment at a time of pick up and is non-refundable.

## 4. DEPOSIT

4.1. The Renter further agrees to make a deposit of \_\_\_\_\_ with the Owner, said deposit to be used, in the event of loss of or damage to the vehicle or equipment during the term of this Motor Vehicle Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement.

4.2. In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

## 5. CONDITION OF VEHICLE

5.1. The Owner states that to the best of his knowledge and belief that above-described vehicle is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use.

5.2. The Renter has inspected the vehicle prior to pick up and confirms that it is free of any damage and that the fuel tank is filled at \_\_\_\_\_ %.

## 6. QUALIFICATIONS

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

6.2. The vehicle may be driven during the term of hire only by the person/s named on this Rental Agreement and only if they hold a current valid driver's license appropriate for the vehicle while they are using the vehicle.

## 7. RENTAL FEES

7.1. All fuel used shall be paid for by the Renter.

7.2. The renter authorizes the owner to charge all amounts payable to the renter's account. The renter's account means a nominated debit card, credit card, or pre-arranged charge account.

7.3. In addition to the payment specified in 8.2., the renter acknowledges that he/she shall be liable at the end of the hire term to pay to the owner any applicable additional charges payable at the end of the term. These include, but are not limited to:

- (a) charges for petrol or other fuel used at PHP 45 for each liter of fuel plus PHP 100 refueling fee;
- (b) charges for late return of the vehicle;
- (c) charges for damage to or repair of the vehicle (subject to the other terms of the Rental Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
- (d) charges for cleaning the vehicle if the vehicle is returned in an excessively dirty condition that requires extra cleaning.
- (e) traffic and/or parking offense infringement fees;
- (f) any surcharges in connection with the use of a debit or credit card by the renter.

7.4. The owner will charge the amounts set out above to the renter's account during or after the term of hire is completed, or the renter may pay such charges as agreed with the owner, such choice to be at the owner's sole discretion.

7.5. If the renter fails to pay any money due under or in connection with the Rental Agreement within two (2) days of the date by which the renter was required to pay the money, the owner may, without prejudice to any other rights or remedies the owner may have or be entitled to, charge the renter and the renter must pay all additional costs as outlined below:

- (a) interest at 10% (compounded daily) on the total amount owing from the expiry of five (5) days from the date on which the hirer was required to pay the money to the date of payment;
- (b) all costs incurred by the owner for the collection of the unpaid money by a debt collection agency or other external or legal agency;
- (c) an administration fee of PHP 5,000.

## 8. EXCLUSIONS

8.1. The rented vehicle shall not be driven or otherwise transported outside the boundaries of Palawan.

8.2. The rented vehicle shall not be used to carry other passengers or property for hire other than the renter and one backrider with appropriate safety helmet.

8.3. The rented vehicle shall not be used to push, propel or tow another vehicle, or any other thing without the written permission of the Owner.

8.4. The rented vehicle shall not be used for any race or in any competition or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;

8.5. The rented vehicle shall not be used for any illegal purpose, or allow it to be operated, in breach of law

8.6. The Renter shall not operate the vehicle in a negligent manner.

8.7. The rented vehicle shall not be operated by any other person other than the Renter stipulated in Paragraph 1 above without the written permission of the Owner. If Renter allows any other driver to drive the rented vehicle, the Renter will be fully responsible for all expenses relating to the rental vehicle and any other vehicle involved in any type of accident.

8.8. The renter will not sublet or hire the vehicle to any other person;

8.9. The renter will not operate the vehicle or allow it to be operated in circumstances that constitute an offense;

- 8.10. The renter will not drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's license appropriate for the vehicle;
- 8.11. The renter shall not drive or allow the vehicle to be driven on any road or on any beach, driveway, or surface likely to damage the vehicle;

## 9. RENTER'S OBLIGATIONS

The renter shall ensure that:

- 9.1. All reasonable care is taken when driving and parking the vehicle;
- 9.2. The water in the vehicle's radiator and battery is maintained at the proper level;
- 9.3. The oil in the vehicle is maintained at the proper level;
- 9.4. Only the fuel type specified for the vehicle will be used;
- 9.5. The tires are maintained at their proper pressure;
- 9.6. The vehicle is locked and secure at all times when it is not in use and the keys kept under the hirer's personal control at all times;
- 9.7. The distance recorder or speedometer are not interfered with;
- 9.8. No part of the engine, transmission, braking or suspension systems are interfered with;
- 9.9. Should a warning light be illuminated or the renter believes the vehicle requires mechanical attention, the renter will stop driving and advise the owner immediately;
- 9.10. All drivers authorized to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement; and
- 9.11. Any authorized driver carries his driver's license with him in the vehicle at all times and will produce it on demand to any enforcement officer.

## 10. MECHANICAL REPAIRS AND ACCIDENTS

- 10.1. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the renter shall notify the owner of the full circumstances by telephone immediately.
- 10.2. The renter shall not arrange or undertake any repairs or salvage without the owner's authority (this includes, but is not limited to, purchasing a replacement tire) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
- 10.3. Roadside Assistance is free for all inherent mechanical faults (as determined by the owner or its authorized repairer) related to the vehicle specified in the Rental Document. For all other roadside assistance call outs including refueling, jump start, tire related incidents and lost or damaged keys (charged at PHP 7,500), a service fee will be charged.
- 10.4. If the vehicle requires repair or replacement, the decision to supply another vehicle to the renter is at the owner's sole discretion.

## 11. RETURN OF VEHICLE

- 11.1. The renter shall, at or before the expiry of the term of hire, deliver the vehicle to the agreed rental location described in the Rental Agreement or obtain the owner's consent to the continuation of the hire (in which case the renter shall pay additional hire charges for the extended term of hire). If the renter does not comply with this clause, and does not immediately return the vehicle, the owner may report the vehicle as stolen to the Police and the renter must compensate the owner for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle is recovered by the owner.

## 12. LIABILITY

- 12.1. The Renter is liable for:

- (a) Any loss of, or damage to, the vehicle and its accessories;
- (b) Any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue; and
- (c) Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

- 12.2. The Renter frees the Owner from any liability for a damage to the Renter's or third parties' health or property related to operation or other use if the vehicle.

## 13. TRAFFIC OFFENSES

- 13.1. All penalties related to traffic and/or parking offenses are the responsibility of the renter and the owner may charge the hirer's credit card for any traffic and/or parking offense infringement fees incurred by the renter. The owner undertakes, in the event that the owner receives notice of any traffic or parking offenses incurred by the renter, to send a copy of any such notice to the renter as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the renter. The renter has the right to challenge, complain about, query or object to the alleged offense to the issuing enforcement authority and has a right to seek a court hearing.
- 13.2. The owner may also charge an administration fee of PHP 3,000 to cover the cost of processing and sending to the renter notices related to traffic and/or parking infringements.

## 14. CANCELLATION OF HIRE AGREEMENT

- 14.1. The owner has the right to terminate the hire and take immediate possession of the vehicle if the renter fails to comply with any of the terms of the Rental Agreement, or if the vehicle is damaged. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the renter under the Rental Agreement or otherwise.

## 15. PRIVACY ACT

- 15.1. The information requested from the renter is to enable the owner to assess the renter's request to hire a vehicle. The renter does not have to supply this information, but if the renter does not, then the owner is unable to hire the vehicle. The renter acknowledges that the owner will collect, hold and use the renter's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the owner. The renter further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the renter defaults in the payment of any monies owing to the owner, or other parties involved in an accident with the vehicle while on hire to the renter; or any organizations responsible for the processing or handling of traffic related infringements; and the renter hereby authorizes the disclosure of their personal information for such purposes.
- 15.2. The owner keeps a right to implement safety measures deemed necessary including installation of anti-theft devices. The information collected from such devices is considered to be "personal information" and is subject to conditions described above.

## 16. JURISDICTION

- 16.1. The parties choose the addresses stated in section 1 as their physical addresses at which legal proceedings may be instituted.
- 16.2. The parties consent that this is a legal binding document in the Republic of the Philippines.

Signed at Puerto Princesa City, Palawan, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**OWNER (OR REPRESENTATIVE):**

**RENTER:**