

TERMS AND CONDITIONS

1. **DEFINITIONS.** "Agreement" means all terms and conditions found on both of this form. "You" or "your" means the person identified as the customer elsewhere in this agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the customer's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our", "owner" or "us" means the business named on this agreement. "Authorized Driver", "Renter", "Additional Driver" and "Customer" means the renter and any additional driver listed by us on this Agreement, provided that person has a **valid driver's license** and is **at least age 21**. **Only Authorized Drivers may operate the vehicle.** "Vehicle" means the automobile or truck identified in this Agreement and any vehicle we substitute for it, including but not limited to, all its tires, tools, accessories, equipment, keys, additional rental gear and vehicle documents. **CDW means Collision Damage Waiver. "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset,** it does not include comprehensive damage or loss, such as, but not limited to: loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. **Physical Damage excludes interior damage such as burn holes, tears, window stars, window dings or cracks not caused by collision or upset.** "Loss of use" means the loss of our ability to use the Vehicle for any purpose caused by damage or loss during this rental. Loss of use is calculated by multiplying the number of days from the date the Vehicle is damaged or lost until it is repaired or replaced, times the daily rental rate. "Inspection Form" is the damage report signed by you and taken before and after the Rental Period.
2. **RENTAL, INDEMNITY AND WARRANTIES.** This is a contract for the rental of the Vehicle. You are obtaining solely a bailment that allows You to use the Vehicle as permitted by this Agreement. No one other than the Vehicle Owner may transfer the Vehicle or any right or obligations under this Agreement. Any attempted transfer or sublease of the Vehicle by anyone other than Us is void. No one may service or repair the Vehicle without Our prior express approval. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of the law or this Agreement. You agree to indemnify, defend us, and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and warrant that the vehicle is fit for a particular purpose.**
3. **CONDITION AND RETURN OF VEHICLE.** You must return to our office on the date and time specified in the Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and damage to or loss of, the Vehicle until we inspect it upon our next opening for business. Service of the vehicle or replacement of parts or accessories during the rental must have our prior approval. Flat or damaged tires in the rental period are renter's responsibility and must be paid by Renter. You must check and maintain all fluid levels. The rented vehicle shall always be parked with the top and all the windows CLOSED in a secure area. A service charge may apply if You return the Vehicle to any other location other than the location from which it is rented.
4. **RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO THE POLICE.** You are responsible for all loss or theft of, or damage to, the Vehicle, including but not limited to, the cost of repair, or the actual cash retail value of the Vehicle on the date of loss if the Vehicle is not repairable or if we elect not to repair the vehicle, plus loss of use, diminished value of the Vehicle caused by the damage to it or repair of it, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. The Renter needs to contact the owner if vehicle breaks down or if there is any problem or question as to vehicles normal function or reliability. We will do a vehicle replacement whenever possible, but do not guarantee one. Replacement depends on availability and location. The parties choose the Hawaiian stated addresses as their physical addresses at which legal proceedings may be instituted.
5. **DAMAGE WAIVER.** If you purchase CDW, and pay for it in advance or upon time of Starting Date, we will waive our right to collect from you for a portion of Physical Damage to the Vehicle. **We will not waive this right if the damage to the vehicle: (a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Vehicle is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) occurs while carrying persons or property for hire or while pushing or towing anything, or in any race, speed test or contest; (f) occurs while teaching anyone to drive; (g) occurs while carrying dangerous or hazardous items or illegal material in or on the vehicle; (h) occurs outside the geographic locations indicated in the Rental Agreement; (i) occurs when vehicle is loaded beyond its capacity; (j) occurs as a result of driving the vehicle on unpaved; (k) occurs while transporting more persons than vehicle has seatbelts, or while carrying persons outside the passenger compartment; (l) occurs while transporting children without approved child safety seats as required by law; (m) occurs and the odometer has been tampered with or disconnected; (n) occurs when the vehicles fluid levels are low, or it is otherwise reasonable to expect that you would know that further operation of the vehicle would damage the vehicle; (o) results from inadequately secured cargo; (p) where applicable, is caused by anyone who lacks experience operating a manual transmission, or a similar vehicle as the rented vehicle; (q) is a result of your willful, wanton or reckless act; (r) occurs and you fail to summon the police any accident involving any personal injury or property damage; or, (s) is caused by an animal transported in the vehicle.**
6. **INSURANCE.** You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us and the Vehicle. You agree that any insurance that provides coverage to You or to any Authorized Driver shall be primary; and such insurance shall be responsible for the payment of any and all claims. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the vehicular financial responsibility laws of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. The Policy is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer.
7. **CHARGES.** Charges will continue to accrue until the Vehicle is returned to Us, or if the Vehicle has been stolen, until You report the theft to both the police in the jurisdiction and to Us. If You use a debit/check card to qualify for a rental, We will not be liable for overdraft charges or for any other losses or liabilities which you may incur in the event that you overdraw your account. You will pay us, or the appropriate government authorities, on demand all charges due Us under this Agreement, including, but not limited to: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll violations, fines, penalties, forfeitures, court cost, towing, impound and storage charges, Our processing fees and other expenses involving the Vehicle assessed against us or the vehicle, unless these expenses are our fault; (g) \$50, plus \$6/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus all other expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing our right under this Agreement; (i) a 2% per month late payment fee or the maximum amount allowed by law (if less than 2%) on all amounts passed due; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (k) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented; (l) if You return the Vehicle to any location other than the location from which the Vehicle is rented; (m) take or attempt to take the Vehicle off the island from which it is rented; and (n) if You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorized to do so.
8. **DEPOSIT.** We may use your deposit to pay any amounts owed to us under this Agreement.

9. YOUR PROPERTY. You release us, our agents and employees from all claims for loss of, or damage to, your personal property (including a vehicle) or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices whether or not a loss or damage was caused by our negligence or was otherwise our responsibility.
10. BREACH OF AGREEMENT. The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.
11. MODIFICATIONS. No term of this agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.
12. PASSENGER CAPACITY. The passenger capacity of this vehicle is determined by the number of seatbelts and by law must not be exceeded. While in the vehicle, please always fasten your seatbelt. It is the law.
13. MISCELLANEOUS. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to any our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.