

# Car Rental Agreement

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This Car Rental Agreement between Good Life in TCI (the “Owner”) and the “Renter” outlines the respective rights and obligations of the Parties relating to a Rental Vehicle.

## **1. RENTAL TERMS**

This Car Rental Agreement runs from the date of the vehicle pickup, to the date of return of the vehicle to the Owner (at White Villas or at the airport), whereby compliance with all terms of this agreement, has been completed by both Parties. The Renter is to return the Rental Vehicle refueled. If the Rental Vehicle is returned with less fuel than it had when delivered, the Owner shall charge the Renter the difference, plus a service charge of \$30, which will be debited from the Renter’s credit card used.

## **2. SCOPE OF USE**

The Renter will use the Rented Vehicle for personal use only, and operate the Rented Vehicle exclusively on properly maintained roads. Smoking, food consumption or transportation of pets is not permitted in the Rental Vehicle. The Renter shall not drive the Rental Vehicle while under the influence of alcohol or drugs - as related laws in TCI are very severe.

## **3. LIABILITY FOR DAMAGE AND REPAIRS**

If the Rental Vehicle breaks down due to the Renter’s negligence (flat battery, tire puncture, empty gas tank, loss of key, key locked in the vehicle or any other breakdown that’s not due to the vehicle’s maintenance or normal wear and tear), a normal local repair fee will be charged to Renter.

The Renter is to inform the Owner immediately of any damage or breakdown. The Renter must report any accident, theft or vandalism involving the Rental Vehicle, to the Police and to the Owner. If the Rental Vehicle is immobilized or experiences a mechanical breakdown, the Renter must contact the Owner immediately and act in accordance with the Owner’s instructions.

In the event of damage or any breakdown to the Rental Vehicle caused by the Renter, the Owner will process the amount on the Renter’s credit card to cover the costs of necessary repairs or replacement. **The responsibility of the Renter is limited to \$1,000 USD. The Renter authorizes the Owner to charge all relevant fees, pertaining to this Car Rental Agreement, on the credit card provided for said agreement.**

#### **4. INDEMNIFICATION**

The Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against the Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement. The Renter will also pay for any parking tickets, moving violations, or other citations received, while in possession of the Rented Vehicle.

#### **5. REPRESENTATIONS AND WARRANTIES**

The Owner represents and warrants that the Rental Vehicle is in good condition and safe.

The Renter represents and warrants that the Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction, and will not operate it in violation of any laws, or in any illegal or negligent manner. The Renter must take good care of the Rental Vehicle and not attempt to go to Malcolm beach nor Split Rock as these roads are not appropriate. When leaving the Rental Vehicle anywhere, the Renter must ensure the doors are locked and the windows closed.

#### **6. CANCELLATION POLICY**

If the reservation is canceled more than 60 days prior to arrival, the deposit will be refunded, minus an administration fee of \$150 USD, plus applicable credit card fees. For any cancellation made from 60 days up to the date of arrival (for whatever reason: family, hurricane, illness...), there are no refunds. The Tenant is therefore highly encouraged to secure travel insurance.

The Renter accepts the obligation to keep and return the Rental Vehicle in the same conditions it was received, save for reasonable wear (of which the Owner shall be the arbiter).

#### **7. JURISDICTION AND VENUE**

In the event of any dispute over this agreement, this Car Rental Agreement will be interpreted by the laws of the Turks and Caicos, and any lawsuit or arbitration must be filed in the Turks and Caicos. If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

Good Life in TCI Ltd (White Villas' management company)  
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