

car rental contract

Tenant: Dutch Caribbean Dreams N.V.
phone: (+5999) 864 9687, mobile (+5999) 513 9249

Tenant

Last name _____

First name _____

Address _____

City _____

Country _____

Telephone _____

Nationality _____

Date of birth _____

Place of birth _____

Drivers license # _____

Valid till _____

Place issued _____

2ND driver _____

Drivers license # _____

Valid till _____

Place issued _____

Information about the car

License plate _____

Type _____

Color _____

Fuel level _____

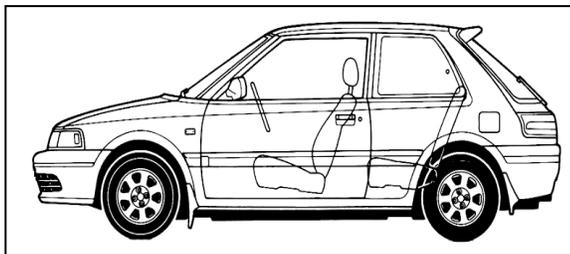
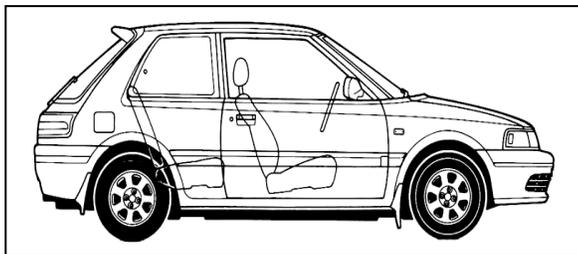
Rental period _____

Outstanding

Rent _____

Deposit _____

Damage car start rentals period



Tenant confirms to be informed about rental agreement

Signature tenant

Signature for paid rent and deposit

car rental contract

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Rental agreement – this document has 3 pages

This rental agreement is applicable to the Car Rental Contract between Dutch Caribbean Dreams NV and the tenant, as mentioned on page before.

Rent

Unless otherwise agreed, the rent must be paid in cash in Nafl or USD. The advance payment of deposit and rent covers the payment of the rental price due, the compensation of own risk and the payment of all costs incurred for which the tenant is obliged. Deposit with regard to own risk is only settled as soon as tenant has returned the vehicle.

The data which have been laid down during the definitive reservation are binding. The tenant is obligated to pay the agreed amount of rental days, even if the car is put into use later or returned earlier.

The car rent is per day (not per 24 hours). On the first day of the rental period the car is available as of 9 AM. At the last day of the rental period the car needs to be returned before 10 PM. Collection costs, in case the car is not returned at Jan Kok Lodges will be at tenant's account.

Deposit and Insurance

The car has a third-party insurance. In case of costs as a result of an accident, collision, theft, burglary or vandalism an own risk of € 300 / € 425 will be recovered from the tenant, who will indemnify letter.

With regard to damage to third persons, which is compensated by the insurer by virtue of law, yet has no coverage by virtue of the terms of the insurance policy: It happens when driver is under the influence of alcohol or drugs when damage arises – in this case the damage will be fully recovered from the tenant. Damage which arises unknown to tenant will also be at tenant's account.

Tenant must pay a deposit of € 300 / € 425 in advance, in cash. The height of the deposit depends on the tenant's age: Tenants under 23 and / or having a valid driving license for less than 1 year pay a deposit of € 425.

The deposit can never be used as advance payment to cover rent or to any other costs, other than the deposit's purpose.

The own risk of € 300 / € 425 is applicable per claim. If the deposit is used before end of the agreed instalment, the deposit should be made up immediately.

General

Only persons which are mentioned in the tenancy agreement (name, license number) may drive the car.

Tenant indemnifies letter against any damage to passengers or third parties for which driver might be liable.

Costs which are related to the car and its rental period such as motor fuel, parking fee are at tenant's account.

Tenant indemnifies letter against all fines imposed on letter during the rental period with regard to driver and/or passenger committing legal offences.

Tenant is responsible for checking water- and oil level and tire pressure. Costs for possible damage caused by negligence will be recovered from tenant. A flat tire and damage to tires are at tenant's account. For this, tenant can visit a 'tire-repair-shop'. Changing and repairing a tire (± Nafl 10) or replacing a tire – in case the tire can't be repaired (± Nafl 60-100) – must be arranged and paid by tenant. Tenant must immediately inform letter in case tires have been repaired. If the vehicle is returned with a flat (spare) tire, Nafl 350 will be charged.

Tenant is, if continue driving the vehicle turns out to be impossible, as a result of a defect, only entitled to alternative transport if the rental company has another car available. Other costs or (consequential) loss will not be compensated. In all other cases in which continue driving is impossible, tenant is not entitled to alternative transport. The tenant is entitled to alternative transport (if available), if tenant is not declared guilty of a collision.

Tenant declares, subject to proof of the contrary, to have received the vehicle without any visible defects and/or damages, unless otherwise stated in the damage registration. In case of a defect to the vehicle / interior and/or damage to or caused by the rental car, tenant is entitled to inform letter immediately.

Tenant declares not to overload the vehicle with passengers, luggage etc.

You must fill the car with **BENZINE**. When you return the car it must have the same fuel content as it had when you received the car. Difference per 1/8 tank costs Nafl 15 (empty, 1/8, 1/4, 3/8, 1/2, 5/8, 3/4, 7/8, full).

It is not allowed to park the car at Hato airport at night.

Parking at the Waaigat, in Otrabanda and Punda after 06:00 pm is at own risk. Watamula, Shete Boca and beaches with unguarded parkinglots are no-go-area's. In case of theft and damage all costs will be recovered from the tenant.

The car must be returned in the same state, inclusive of accessories, spare tire and tools. The car must be cleaned prior to return (both inside and outside). Cleaning costs might be charged (Nafl 50) if letter considers it necessary.

The car is insured for use on public roads. Damage and pollution caused by off-road use are always completely at tenant's account; at least the entire deposit will be withhold. If investigation shows damage exceeds deposit, an additional claim will take place.

Don't leave anything in the car. It avoids damage to car and theft of your belongings.

In case tenant takes to another accommodation or private residence, other than Jan Kok Lodges where tenant stays or not, the car always needs to be parked in a guarded parking area. It is NOT allowed to park the car in the street or outside a guarded parking area.

Letter is not responsible for belongings which are left in the car.

In case of damage and broken windows and, thus, loss of rental days for the benefit repair, tenant is not entitled to alternative transport. In case of damage to the car, for which the deposit is used, deposit remains in trust of the letter until damage has been paid.

Tenant is fully liable for damage caused by neglecting warning lights and temperature meters on the dashboard and damage caused intentionally, conditional intent or with approval of letter. It is not allowed to carry out (or have carried out) modifications and repairs without approval of letter.

In case tenant leaves the car unattended, tenant must remove the key and lock the car and activate the theft security. In case of breakdown or damage you must contact the letter as soon as possible. If you fix a defect to your car yourself, it can't be charged.

Smoking in the car is not allowed.

In case of an accident or collision, tenant must act as follows:

1. Inform the letter immediately and call the 'Curacao Road Service: 199.
2. If necessary, warn the traffic police: 911.
3. Before arrival of the 'Curacao Road Service' the vehicle may NOT be moved. After arrival of the 'Curacao Road Service' the vehicle may only be moved with their permission.
4. Follow the instructions of the letter, like submitting a testimony and/or other documents which relate to the incident.
5. Tenant must at all times, within 24 hours (unless otherwise agreed in writing) fill out, sign and hand a claim form of the 'Curacao Road Service' to letter.
6. Tenant must abstain of admission of guilt, in whatever form.
7. Never leave the vehicle without properly activating all available safety precautions against accidents, theft and burglary.
8. All possible assistance to defend claims by third parties or to get compensation by third parties must be rendered to letter and any other persons appointed by letter. Besides, tenant must assist in all documents/letters etc. tenant/driver receives with regard to the accident and hand these documents/letters etc. to letter.

If above mentioned instructions are not observed, letter is not entitled to compensation by insurer; the entire damage will be recovered from the tenant.

The vehicle may not be used or navigated:

1. By a person who doesn't have a valid driving license, whose name and address are not mentioned on the rental agreement, or by a person whose name, address or age have not been registered correctly.
2. By a person who is under influence of alcohol or drugs, or by a person who suffers from any physical or mental problem, affecting his/her ability to navigate a vehicle, affecting his/her attentiveness.
3. For transport of passengers or goods at compensation, for the benefit of a purpose contrary against the law (like theft, smuggling etc.) for speed tests, for driving lessons, for matches or rally's or to push along or drag another vehicle or trailer.

Letter is entitled to cancel the rental agreement immediately, without proof of default or judicial intervention, without prejudice to his right to compensation of costs, damage and interest, if it turns out that tenant hasn't (completely) met (in time) the rental conditions during the rental period; in case of death, being in receivership, application for a moratorium or bankruptcy petition; or if circumstances occur during the rental period of which letter was not informed at the start of the rental period, which would not have led to a rental agreement if letter would have known these circumstances.

Possible nullity or invalidity of one or more of above mentioned conditions don't influence the validity and application of the other conditions. Possible costs as a result of not observing these conditions are completely at renter's account.

The Curacao legislation is applicable to this rental agreement and its conditions. Conflicts which result from these conditions and/or rights and obligations of persons involved to which these conditions apply, will exclusively be settled by the authorized judge in Willemstad (Curacao) and, in urgent cases, by the President of the Court in Willemstad.

Curacao, seen and approved by Tenant

Signature Tenant

Date