

# SWEET AS CAR RENTALS

**Sweet As Ltd**  
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 PO Box 593, Rarotonga, Cook Islands  
 Turangi, Ngatangiia  
 Email: nick@tevakaroavillas.com

RMD No: 37170

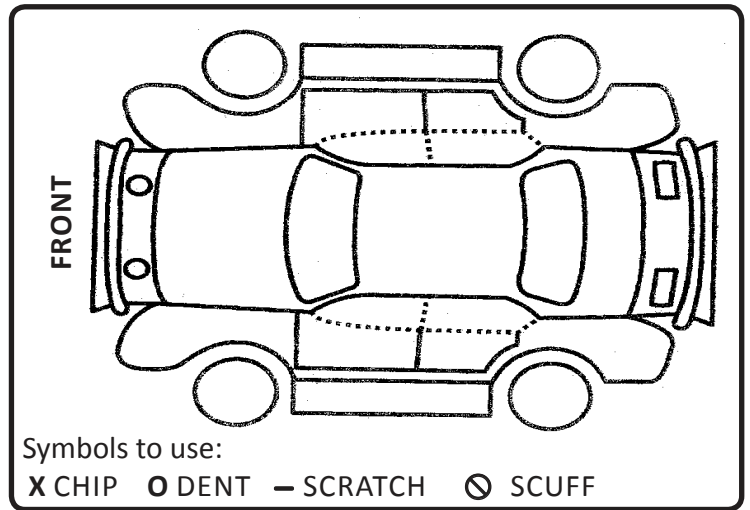
## RENTAL AGREEMENT

Tax Invoice No:

Hirer's name: .....  
 License No: ..... DOB: .....  
 Address: .....  
 .....  
 Phone: .....  
 Email: .....

License Issued:..... Expiry Date: .....  
 Extra Driver/s: \$10.00

### Condition of car upon hireage



### VEHICLE DETAILS

Type: ..... Colour: .....  
 Model: .....  
 Licence Plate: .....  
 Kms Out: ..... Kms In: .....  
 Fuel Type: .....  
 Fuel Out:..... Fuel In: .....  
 Accessories: .....

### RENTAL DETAILS

Start Date / Time: ..... Airport   
 Return Date / Time: ..... Airport

### RATES & FEES

Rate: ..... Deposit: .....  
 Administration Fee: .....  
 Total Cost of Rental: .....  
 Balance Due:..... Expiry: .....  
 Credit Card No: .....

### INSURANCE POLICY

- |  |  |
|--|--|
| <input type="checkbox"/> Peace of mind: \$15.00      | <input type="checkbox"/> Excess: \$500.00  |
| <input type="checkbox"/> Assured risk: Daily \$10.00 | <input type="checkbox"/> Excess: \$1500.00 |
| <input type="checkbox"/> Daily: \$0.00               | <input type="checkbox"/> Excess: \$3000.00 |

Plus VAT

Plus lost rental days up to a maximum of 10 days  
 dependant on damage / 3 days hireage charge for  
 paint and panel damage.

### SUBJECT TO TERMS AND CONDITIONS PRINTED ON REVERSE SIDE

Any accident must be reported within twentyfour (24) hours and must be accompanied by a police report.  
 Should the Hirer(s) fail to comply with any conditions of this contract, all losses and damages suffered by the owner arising out of such failure shall be borne by and paid for by the Hirer(s). Subject to the terms and conditions contained on the front and reverse hereof of which the Hirer(s) acknowledges that they are aware, the Hirer(s) agrees to rent the above vehicle and elects to pay all amounts payable under this agreement by the method of payment of which details are given on this document.

**OVERTIME WILL BE CHARGED AT 1/3 THE DAILY RATE PER HOUR.**

### HIRER(S) RESPONSIBILITY

#### PLEASE NOTE

The renter by his/her signature below acknowledges that he/she has read the terms and conditions herein and agrees to rent the vehicle described above on the terms and conditions herein. If he/she has presented a credit card for payment, all charges may be charged to the credit card and his/her signature below will be considered to have been made on the applicable credit card voucher.

Maintaining water and oil levels is the Hirer(s) responsibility. Any cost incurred will be reimbursed upon production of a receipt. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable and loss of bond may occur.

Vehicles are provided in a clean and tidy manner and should be returned in a similar state otherwise a **\$200.00** cleaning fee will apply.

**Instant \$200.00 fine for smoking in car.**

The Hirer(s) is responsible to ensure that all Cook Islands road rules and licensing laws are adhered to at all times.

The Hirer(s) accept responsibility for all traffic violations. A \$50 administration fee will apply for any unpaid fines or to delayed process of infringement.

Signature of Hirer (1)

*You should not sign this unless you are sure you understand its effect.*

Signature of Hirer (2)

*You should not sign this unless you are sure you understand its effect.*

## TERMS & CONDITIONS OF AGREEMENT

### 1. THE RENTER

I agree that by signing this agreement on my own behalf or on behalf of another person or company or joint renter or otherwise that we are described as "RENTER" in this Agreement.

### 2. THE VEHICLE

Renter understands the he/she rents the vehicle described herein as 'the Vehicle' from SWEET AS LIMITED hereinafter referred to as "SWEET AS CAR RENTALS".

### 3. THE DRIVER

Renter declares that:-

- a. He/she is the driver and only he/she will drive the vehicle unless permission has been granted by Sweet As Car Rentals.
- b. He/she is not under 21 years of age; and
- c. He/she holds a current Cook Island Motor Vehicle Drivers Licence for the class of vehicle hired, and
- d. He/she has honestly and correctly set out his/her particulars herein.

### 4. DRIVING THE VEHICLE

Renter PROMISES that when driving the vehicle he/she will:-

- a. Not use the vehicle for any illegal purpose, for any race or contest, to tow or to propel a vehicle or trailer or carry more passengers or load than that for which the vehicle was built;
- b. NOT TO BE UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER INTOXICATING DRUGS;
- c. Not to refuse or fail to undergo a breath of blood analysis when directed by a member of the Police Force;
- d. Not allow any use of the vehicle to carry passengers for payment of any kind;
- e. Not abuse or misuse the vehicle or drive or use it in a negligent way or when it is damaged or unsafe;
- f. NOT USE THE VEHICLE ON UNMADE OR UNSEALED ROADS OR SURFACES OR ANY BEACH, IN PARTICULAR THE ROAD TO WIGMORE'S WATERFALL;
- g. Not use the vehicle to carry inflammable liquids or gases;
- h. NOT LEAVE THE VEHICLE UNLOCKED WHEN PARKED or leave the vehicle parked in an unsafe or negligent way as to be damaged by sea water or FALLING COCONUTS.
- i. Rectify all damage to tyres, undercarriage, suspension or mechanical components of the vehicle other than damage attributable to normal wear and tear and for rectifying body damage other than damage caused by a specific collision on a public road.
- j. Ensure that WATER in radiator, OIL in engine and TYRE pressures are kept at proper levels.

### 5. RETURNING THE VEHICLE

- 5.1 Renter will return the vehicle to,
  - a) SWEET AS CAR RENTALS to the place of the origin at the date and time specified herein or if an extension has been granted by SWEET AS CAR RENTALS then at such later date and time as agreed; and
  - b) In the same condition as it was when rented fair wear and tear excepted; and
  - c) WITH A FULL TANK OF FUEL  
(**Fee of \$50.00** applies if Vehicle returned without a full tank of fuel.)
- 5.2 a) If the vehicle is not returned to SWEET AS CAR RENTALS by the date and time specified herein without reasonable cause and without notifying SWEET AS CAR RENTALS **overdue time will be charged at the rate of \$20.00 (twenty dollars) per hour** or part thereof and furthermore the Renter renders him/herself liable to arrest for unlawful conversion.  
b) SWEET AS CAR RENTALS may terminate this Agreement and repossess the vehicle without notice if it suspects that the Renter has breached this agreement OR if it is likely that damage or injury may occur.
- 5.3 If SWEET AS CAR RENTALS repossesses the vehicle under clause 5.2 b Renter remains liable to pay to SWEET AS CAR RENTALS all costs and charges he/she has already incurred under this agreement.
- 5.4 A minimum **cleaning charge of \$200.00** will be imposed if in SWEET AS CAR RENTALS opinion the vehicle is returned in an excessively dirty or soiled condition.

5.5 A **fee of \$50.00** will be charged for a lost **Airport Parking Card**.

5.6 A **fee of \$300.00** will be charged for **lost keys** or **electronic keys damaged by water** or otherwise.

### 6. ACCIDENTS AND DAMAGE

- 6.1 The word "damage" includes loss of and damage to the Vehicle, its tyres, (including spare) tools, accessories and equipment and all costs or expenses including salvage, storage, towing, arising from such damage.
- 6.2 Damage to the Vehicle
  - a) In addition to any liability under clause 4 (i) Renter is liable to SWEET AS CAR RENTALS for all damage to the Vehicle where there has been a breach by renter of this agreement or when he/she has made an incorrect declaration:
  - b) In the case of "Joint Renter" they shall be jointly and severally liable in respect of the provisions of this agreement.
- 6.3 Provided the Renter has not breached any of the terms and condition of this agreement, his/her maximum liability for damage to the Vehicle for each and every claim shall not exceed the EXCESS entered herein except under 6.2 (a).
- 6.4 Damage to Third Parties  
SWEET AS CAR RENTALS has arranged an insurance policy limited to a maximum of \$100,000 against liability of Renter for damage to property of persons other than Renter or a member of his family or property in his physical or legal custody arising from the use of the vehicle.
- 6.5 Liability under 6.4 is not covered by the policy:
  - a) Where Renter is entitled to indemnity under another insurance policy: or
  - b) Where Renter is liable to SWEET AS CAR RENTALS for damage to the vehicle under 6.2 (a).
- 6.6 Renters maximum liability for THIRD PARTY damage shall be the same as Renters maximum liability for Damage to Vehicle under 6.3.
- 6.7 Liability of SWEET AS CAR RENTALS
  - a) SWEET AS CAR RENTALS gives no warranty as to the condition of the vehicle or consequential loss or damage; and
  - b) SWEET AS CAR RENTALS is not liable to any person and Renter indemnifies SWEET AS CAR RENTALS for any loss or damage to any property stolen from the vehicle or otherwise lost during hiring or any property left in the vehicle after its return to SWEET AS CAR RENTALS.

### 7. CLAIMS AND PROCEEDINGS

Where use of the Vehicle by Renter results in any claim, accident damage or loss, Renter,

- a) Will report such incident to SWEET AS CAR RENTALS as soon as possible after the event;
- b) Will not, without the written consent of SWEET AS CAR RENTALS make or give any offer, promises or payment, settlement, waiver, lease, indemnity or admission of liability;
- c) Agrees SWEET AS CAR RENTALS or its insurers may at their own cost, bring, defend, enforce, or settle any legal proceedings against third parties;
- d) Will complete and furnish to SWEET AS CAR RENTALS within a reasonable time any statements, information assistance which SWEET AS CAR RENTALS or its insurers may reasonably require, including attending at lawyers offices and at Court to give evidence.

### 8. PAYMENT

Renter agrees to pay SWEET AS CAR RENTALS on demand:

- a) Charges in accordance with this Agreement at SWEET AS CAR RENTALS rates schedule current at the date of commencement of the rental;
- b) All monies payable by SWEET AS CAR RENTALS or Renter arising out of the use of the vehicle by Renter or imposed on SWEET AS CAR RENTALS or on Renter by any Governmental or other competent authority; and
- c) All monies for which Renter is liable to SWEET AS CAR RENTALS under this Agreement in respect of damage, loss or otherwise.