

# Car Rental Agreement

The Owner, DAT Car Rentals agrees to rent to the Customer the vehicle described below, subject to all of the conditions and provisions contained herein, in consideration whereof, Customer acknowledges and agrees

1. That the vehicle is the property of the Owner and is in good mechanical and physical condition unless, specified otherwise herein. The Customer will return the vehicle, together with all tyres, tools, accessories and equipment in the same condition as received ordinary wear and tear expected to the Owner's terminal or as otherwise specified on the date specified or sooner if demanded by the Owner. Customers will be charged ST\$100.00 for uncleaned vehicle
2. That the Vehicle shall not be used, operated or driven (a) by any person younger than 26 years; (b) for the transportation of persons or property for hire or for other consideration, express or implied; (c) by any person in violation of law as to age or any other law, or by any other person who has given to the Owner a fictitious name or address; (d) in any race, speed contest or in any contest, or in any negligent or unsafe manner or in violation of any law; (e) to propel or tow any vehicle or trailer or carry any excessive load or in the manner as to result in unreasonable wear and tear to the vehicle or; (f) by any person other than (1) the Customer or (2) any employee of the Customer or (3) a member of the Customer's immediate family who is 26 years of age or older and who is a qualified, licensed driver (g) by any person under the influence of intoxicants or narcotic; (h) for any illegal purpose; (i) in any instance where the odometer of the vehicle has been tampered with or disconnected. The restrictions are cumulative and each of them shall apply to every use, operation or driving of the vehicle. Only persons with valid licenses recorded in agreement are eligible to drive.
3. That the Owner shall not be liable for loss or damage to any property left, stored or transported by the Customer or any other person in or upon the vehicle either before or after the return thereof to the Owner, whether or not the loss or damage was caused by or related to the negligence of the Owner, its agents, servants or employees. The Customer agrees to hold the Owner harmless from and to defend and indemnify the Owner against all claims based upon or arising out of such loss or damage
4. That the Customer will pay the Owner when demanded all charges for (a) time; (b) mileage as determined by a reading of the odometer installed in the vehicle; (c) collision damage waiver; (d) state taxes; (e) all applicable fines and court costs for parking, traffic or other legal violations assessed against the vehicle, including towing and storage charges resulting from these violations; (f) The Owner's costs, including reasonable attorney's fees, incurred in collecting amounts of any nature due from the Customer hereunder; (g) The Owner's costs to repair collision or upset damages to the vehicle, including a loss of use charge of 50% of the rate charged before the accident during the period that the vehicle is being repaired, provided, however if the vehicle (i) is operated in accordance with all the terms hereof including the obligations specified in 2(c) above. Customer's liability for such damage will not exceed ST\$4,000.00 or 2 is operated in accordance with all the terms hereof, including the obligations specified in paragraph 2
5. That the word "Day" as used herein shall mean an elapsed time of 24 hours. The minimum rental period is one day. The Customer shall pay for hours in excess of one day of the hourly rate specified herein, not to exceed another full day's rental. Hourly Rate is \$25.00 plus VAGST for all vehicles.
6. That the Customer specifically acknowledges that the Registration Certificate is now affixed to the inside of the vehicle and agrees that any loss, removal or destruction thereof shall be the Customer's sole liability, and that the Customer will hold the Owner harmless from any such loss and will pay any fines or penalties resulting therefrom.
7. That if the Customer has directed the billing for charges to another person, firm or organization who or which, upon being so billed shall fail to make payment, the Customer will upon the Owners demand promptly pay these charges.
8. That the Customer acknowledges that he / she is solely liable for any and all personal injuries including death and property damage, arising out of, or by reason of the use of the vehicle; that the Owner had provided bodily injury liability, and property damage liability in such limits or amounts not less than that required under Saraoa Law.
9. That the Customer proceeds at their own risk and expense on all private and unpaved roads.
10. That Insurance Excess on the windscreen is ST\$500.00
11. That the Customer is to come up with: (1) Police Report (2) Copy of other drivers license (3) Insurance Excess Bond of ST\$4,000.00 and (4) Fill in Insurance Claim form, if any accident occurs.
12. That the Customer is to repair their own flat tyres and agrees that the cost of broken/damaged tires will be charged to the Customer then gets to pay for tyre costs.
13. That the Owner will keep 15% of the total rental value remaining for all early return vehicles
14. That all rental agreements are subject to audit and adjustments if necessary by the Owner

# DAT Car Rentals

"Safety First"

PO Box 3906  
Apia  
SAMOA

Office: (685) 35-328 (ie: 35-DAT)  
Mobile: (685) 7785-328 (ie: 7785-DAT) 24 Hrs  
Email: info@datcarrentals.ws

Vehicle Details: \_\_\_\_\_ Date & Pick up time: \_\_\_\_\_

**CUSTOMER DETAILS:**

Name: \_\_\_\_\_

Date & Drop in time: \_\_\_\_\_

No. of Days:  Daily Rate:

Contact #: \_\_\_\_\_

Total Rental Charges: \_\_\_\_\_

Address: \_\_\_\_\_

Airport Delivery fee:  Petrol:

Temporary Drivers License:  Cleaning:

**DRIVERS LICENCE**

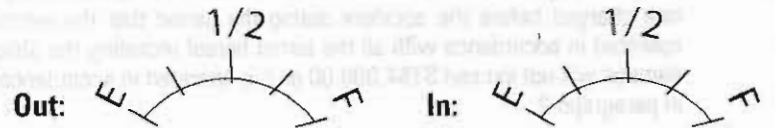
Extra hours:  Rate:

Date & Place Issued: \_\_\_\_\_

Total Charges: \_\_\_\_\_

Licence & Receipt#: \_\_\_\_\_

Expiry Date: \_\_\_\_\_



**ADDITIONAL DRIVER**

Licence / Receipt: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

**FORM OF BOND**

Cash: \_\_\_\_\_ Passport: \_\_\_\_\_

Credit Cards: Name: \_\_\_\_\_

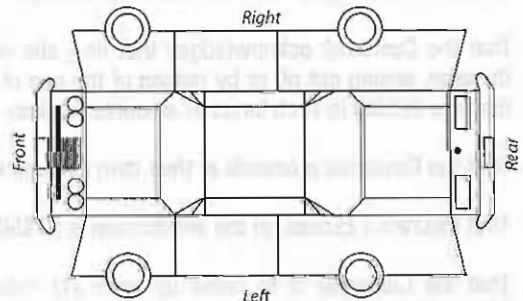
Credit Card # \_\_\_\_\_

Exp. Date \_\_\_\_\_ 3 Digits \_\_\_\_\_

I hereby authorise full deductions from my above credit card in case of accident to cover all related expenses

Signature: \_\_\_\_\_

- Seat Covers
- Floor Mats
- Spare Tyre
- Jack
- Jack Handle
- Four Corners



Customer's Signature below undertakes that s/he will comply with all conditions of this rental contract and s/he is fully liable for any damages or violations of such conditions as are attached anywhere on this contract. DAT Car Rentals shall retain the Bond in case of any damages as may be discovered. Total Insurance excess bond payable by the Customer if any accident occurs whether at fault or not is ST\$4,000.00

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_