

Rental Agreement - Manaloha Rent a Car - Maui - Hawaii

Rental Agreement Terms and Conditions

Prohibited use of the vehicle: vehicle will not be used or operated by anyone: A – who is under 21 years of age; B – who is not listed as an additional driver on the rental agreement; C – to carry persons or property for hire; D – in any race, test, or similar type contest or activity; E – in a careless or negligent manner; F – under the influence of alcohol or narcotics; G – Outside Maui; H – For any illegal purpose or in the commission of a crime; I – If vehicle is obtained from lessor by fraud or misrepresentation; J – Other than on paved roads, or graded private roads or driveways; K – Who loads vehicle beyond its rated capacity; L – Who allows more passengers than the vehicle has seat belts for, or is designed to carry. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE, MAKES LESSEE RESPONSIBLE FOR ALL LOSS OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO LESSOR'S EXPENSES, INCLUDING LOSS OF USE.

Never drop off the car without Manaloha rent a car's authorization. It is very important you contact Manaloha rent a car before your drop off date. Please avoid unauthorized airport drop off \$150 fees! It is very important that we know exactly your departure drop off information. If the car is left at the airport without authorization you might be liable for the full value of the car. Never leave the car unlocked. Car to be returned clean (no garbage). If returned dirty, \$50 charge, and \$200 cleaning fee for smoke or ash odors.

Flat tires caused by road hazards are the renter's responsibility.

Renter is responsible to maintain oil and water levels in vehicle engine. If engine fails due to non-maintenance of vehicle fluid levels the renter will be liable for repairs (applies only to rentals over 30 days) (maximum \$1,000).

If vehicle overheats, renter must immediately turn it off and contact Manaloha Rent a Car. Failure to do so will make customer fully liable for repair costs.

Parking and road tickets are the renter's responsibility. We encourage you to pay them immediately. If you default, we will pay the fine plus \$50 handling charge.

Vehicle is not to be operated on Highway 31 from Hana to Ulupalakua (unpaved road). If car breaks down, is stranded or requires towing on that part of the highway, renter assumes full responsibility for all towing and repair costs.

Renter is Responsible to use low gear while driving down Haleakala. It is very important that renter understand the need to drive safe while going downhill. Instead of using your brakes to slow your vehicle down on a steep grade, use what is known as "engine braking" using 1st or 2nd gear (Low Gear) and avoid damaging or overheating the vehicle brakes. Renter is responsible of break damages and towing expenses in Haleakala area. Make sure you use Low gear and brakes judiciously.

Keys: Loss/Lockout is renter's responsibility.

Broken glass, unless caused by an actual accident with another vehicle at fault, is the responsibility of the renter.

Unauthorized car drop-offs incur \$150 charge.

Vehicle to be returned to specified location by date and time specified. There is no grace period on vehicle return. Any vehicle returned after the indicated return time will be charged to renter at the maximum daily rate.

Absolutely no refunds, except for repeated mechanical failure.

This contract subject to final audit and charges by owner. Only persons listed on the agreement or otherwise authorized by law and above the age of twenty-one (21) may drive this vehicle. You are responsible for all collision damage to the vehicle even if someone else causes it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle. You must return the vehicle to Manaloha rent a car location , on or before the indicated due back time, There will be additional fees if the vehicle is not returned as specified. Where permitted by law, you authorize us to process a credit card voucher (if applicable) in your name for all charges,including the full vehicle value of any vehicle not returned to us, all fines, towing, backing expenses, court costs, penalties, forfeitures or administrative fees that we incur for parking, traffic and other violations incurred by you during the rental period and to apply payments towards the charges in whatever order we deem necessary. Your signature below is considered made on the applicable credit card voucher. Renter understand that renter's car insurance and other applicable insurance coverage shall be primary, and subject to Hawaii law,Manaloha Rent a Car, liability insurance is secondary. This terms and conditions, the rental document signed by me, and a return record with computed charges, together constitute the rental agreement between myself and Manaloha Rent a Car. I rent from you, the car described in this rental document and I agree to the terms below, provided any such terms is not prohibited by Hawaii state law, in which case such law controls. "I", "me" and "my" refer to the personwho signs this agreement. "You" and "your" refer to Manaloha Rent a Car Inc.. Any changes in this agreement must be in writing and signed by both parties. 12). When I'll return the car. I'll return the car on the date noted on the rental agreement. I'll return it sooner on your demand.

Where I'll return the car.The car must be returned to your main lot. A rate charge or special charges may apply if returned to otherwise.

Rental Charges. I will pay for the length of time I rent the car at the rate indicated on the rental document. Daily charges apply to consecutive 24 hours periods starting at the hour and minute the rental begins. I will pay all rental charges, taxes and surcharges.

Damage loss of car. I understand and agree that if there is damage or loss to the car, I owe for all loss or damage to the car regardless of fault (unless the renters liability for ordinary negligence is prohibited by law) whether due to theft, collision, vandalism or any other cause except accidental fire, or explosion or natural causes. If the car is stolen or damaged, I will pay its retail fair market value before theft or damage less salvage unless Manaloha Rent a Car, repair cost plus the diminution of the car value after repairs is less and you are not required by law to salvage the car, in which case I will pay the later amount. I will also pay loss of use based on reasonable downtime or as specified by law, plus a towing and storage charges, all of which are also part of the loss. I'm responsible of the loss if I or an additional driver authorized or not: (1) abuse the car or violate prohibited use or operation; (2) driver recklessly or while under the influence of alcohol or controlled substance; (3) fail to promptly report an accident to police and Manaloha Rent a Car Inc.; (4) fail to complete an accident report; (5) obtained the car through fraud or misrepresentation; and (6) use the car for an illegal purpose. If my responsibility for the loss or damage is covered by my own insurance or my credit card issuer, I'll identify my issuer and policy number or card issuer and its insurer, I authorize you to collect the loss from a third party responsible for the car. You'll refund any sum above this loss.

Insurance. Customer agrees to maintain automobile insurance during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: a. Bodily injury and property damage liability coverage; b. Personal injury protection, no-fault, or similar coverage where required; c. Uninsured / underinsured coverage where required, and d. Comprehensive and collision damage coverage extending to the rental vehicle. Customer's insurance will provide at least the

minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the customer is providing automobile insurance, we are not. In states where the law requires us to provide insurance we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only and is secondary to any other valid and collectible insurance whether it is primary, secondary, excess, or contingent. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States, and Canada. Customer must obtain written permission, and purchase special liability insurance, to use or operate the rental vehicle in Mexico. Where permitted by law, customer rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. Any breach of this agreement will void any insurance coverage."

Fine and expenses. I'll pay all fines, court costs and recovery expenses for parking, traffic and other violations, including storage, liens and charges, including a reasonable administrative fee with respect to the use of the car while on rental to me.

Renters that use Debit Cards in the rental agreement will have an automatic security deposit HOLD of \$250

Prohibited use of the car. I'll not use or permit the car to be used to carry passengers or property for hire, to tow or push anything, to be operated in a test, race or contest or on unpaved roads, or while under the influence of alcohol or controlled substances, or for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph makes me liable to you for all penalties, fines, forfeitures, liens and recovery and storage costs, including all related legal expenses.

I agree with the terms & conditions.

Sign:*