

## TERMS & CONDITIONS OF THIS RENTAL AGREEMENT

### INSURANCE

All scooters are officially insured for rental purpose. The Renter is fully responsible for all damages to the scooter which are not covered by the Insurance of the scooter. In case of damage to the scooter by fault of a third party, coverage of the damage to the scooter for Renter depends on the insurance from the third party. In case the third party is not insured, cannot be found, cannot be held responsible for the damage or cannot pay the damage, Renter will be held responsible for all damages to the scooter with a maximum of \$250.

### CDW (Collision Damage Waiver)

The Renter is fully responsible for all damages up to a maximum amount of \$250. All damages above \$250.00 will be paid by The Hut BV.

In case of theft; robbery; vandalism; joy riding; test, race or contest with the scooter; driving with more than 2 persons on the scooter (including the driver); driving under influence of alcohol, drugs or any other substance known to impair driving ability; non listed driver driving the scooter, the insurance company will void the insurance coverage and The Hut BV will make the Renter fully responsible for any and all damages caused.

1. The scooter may only be driven by the Renter and the additional driver listed explicitly in this agreement. If the renter allows a non listed driver to drive or move the scooter, or if the Renter is negligent in preventing a non-listed driver from driving the scooter, he will be fully responsible for any damages caused to the scooter, its occupants and/or third parties.
2. It is not allowed to carry more than two persons on a scooter, including the driver.
3. The scooter may ONLY be driven over paved roads, as driving over rough unpaved roads may readily damage the rented scooter. The scooter insurance does not cover such damages. The Renter is fully responsible for any and all such damages. In case of break down or flat tires on unpaved roads an extra pick-up charge of \$100 will be added to your bill.
4. Whenever the renter leaves the scooter unattended it should be locked properly with the chain lock.
5. Driving under influence of alcohol, drugs or any other substance known to impair driving ability will void the insurance coverage and will make the renter fully responsible for any damages caused by or to the rented scooter.
6. Renter will pay all fines, penalties and costs imposed for parking or traffic violations with respect to the scooter while rented under this agreement. Renter will promptly report such violations to The Hut BV and will indemnify and hold The Hut BV harmless from all claims and costs arising out of such violations, including expenses in connection with the handling of such matters.
7. Any collision or accident causing damages, no matter if third parties or third parties' properties are involved or not, must be reported to C.R.S. (phone# +599 717-9292) and to The Hut BV (phone# +599 795 2434) at once. Failure to do so will void the insurance coverage and will make the Renter fully responsible for any and all caused damage.
8. A break down or flat tire of the scooter must be reported to The Hut BV (phone# +599 795 2434) at once. A pick-up charge of the scooter of \$50 will be added to your bill. Flat tires are not included in the rental price. The costs to repair it are \$35. It is not allowed for the Renter to service or repair the rented scooter. Renter will be held responsible for all unauthorized repairs.
9. The rented scooter has to be returned at the desk of the hotel The Hut Bonaire, located on Kaya Dialma 11, on the due hour as stated on the reverse side of this agreement, or upon demand of the Hut BV! If for any reason the Renter cannot return the scooter at the time and location required by this agreement, including the reason that Renter gave the scooter to another authorized driver or any other person who has failed to return the scooter to Renter, the Renter will pay for all loss or estimated damages to the scooter, including loss of use, claim processing fees and administrative charges as permitted by law.
10. The costs of gasoline are not included in the rental rates. The scooter must be returned containing the same quantity of gasoline the scooter contained the moment it was rented. If such is not the case a refuelling charge of \$25 will be added to your bill.
11. Renter pays a deposit of \$250 for the scooter at the start of the rental agreement. Renter will get the deposit back at the end of the rental agreement if the scooter has been brought back in the same condition as it was upon the start of the agreement **(AND CLEAN)**. Failure to do so, a cleaning charge of \$50 will be added to your bill. Regardless of fault, all loss or estimated damage to the scooter, including loss of use, claims processing fees and administration charges, as permitted by law, while renting under this agreement, will be paid by Renter upon first demand. The Hut BV is at all times allowed to debit Renter's deposit sum for overdue rental-rates and/or costs of damages and cleaning costs, which permission does NOT eliminate The Hut BV's right to complimentary indemnification.
12. If the renter wishes to extend the rental period, The Hut BV is to be contacted before the scooter is due back. Failure to do so will avoid the insurance coverage and will make the renter fully responsible for any and all damage caused. A rental day is 24 hours. In case of returning the vehicle too late an extra rental day will be added to your bill.
13. The Hut BV is not responsible for any damages to or misappropriation or loss of personal belongings, goods or luggage of the renter, additional drivers or other occupants of the rented scooter. Nor does the scooter insurance cover such damages.
14. Extra charge or exchange rates for using the credit card, charged by the creditcard company are for risk of the renter
15. Bonaire Dutch Caribbean law is applicable to this agreement.