

Go Rent a Car, LLC- Rental Agreement:

1. Prohibited uses 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) In order to carry persons or property for hire;
- D) In any race, test, or similar type of contest or activity;
- E) In a careless or negligent manner;
- F) Under the influence of alcohol or narcotics;
- G) Off of the island of Maui;
- H) For any illegal purpose or in service of, or in the commission of, a crime;
- I) If vehicle is obtained from lessor by fraud or misrepresentation;
- J) On any surface 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 OR CAUSE, INCLUDING BUT NOT LIMITED TO LESSOR'S EXPENSES, INCLUDING LOSS OF USE.

2. On date of departure, renter must drop off vehicle at time and location specified at time of booking. Any unauthorized drop offs will incur a \$150 charge. Never leave the vehicle unlocked. Vehicle must be returned clean (no garbage). If returned dirty, there is a \$50 cleaning charge, and a \$200 cleaning fee for smoke or ash odors. Fuel tank returned less than the time of pickup will carry a \$25 recovery fee.

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

4. Renter is responsible for maintaining 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. This applies only to rentals over 30 days, with maximum renter liability of \$1,000.

5. If vehicle overheats, renter must immediately turn it off and contact Go Rent a Car. Failure to do so will render renter fully liable for any repair costs.

6. Parking and road tickets are renter's responsibility. Failure to do so will authorize Go Rent A Car to charge renter's credit card for the full amount of the ticket, plus an administrative fee of \$100.

7. Additional Restrictions & Responsibilities:

A) Renter will not operate vehicle on Highway 31 between Hana and Ulupalakua (unpaved road). If vehicle breaks down, is stranded or requires towing on that part of the highway, renter assumes full responsibility for all towing and repair costs.

B) Renter must use LOW gear while driving down Haleakala mountain.



Instead of using your brakes to slow down your vehicle going downhill, use what is known as “engine braking”; shift to 1st or 2nd gear (Low Gear) avoiding damaging or overheating the vehicle brakes.

Renter is responsible for any break damages and towing expenses on Haleakala Highway.

C) Keys: Renter is responsible for the full price of replacing lost vehicle keys. If keys are locked inside the car, a \$100 fee will apply for lockout service.

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

9. Unauthorized car drop-offs incur \$150 charge.

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

11. Authorized Renter:

Only persons listed on this agreement as “renter” and above the age of twenty-one (21) may drive this vehicle. Renter is responsible for all collision damage to the vehicle even if someone else causes it or if the cause is unknown. Renter is responsible for any costs of repair for damage to the vehicle during rental term, up to the total value of the vehicle.

Renter must furnish Driver’s License and personal auto insurance provider and policy number at time of rental, and renter must consent to Go Rent a Car saving copies of these documents.

Renter must return the vehicle to the location specified for return at time of booking, on or before scheduled return date and time. Where permitted by law, renter authorizes Go Rent a Car to process a credit card voucher (if applicable) in renter’s name for all charges, including the full vehicle value of any vehicle not returned to Go Rent a Car all fines, towing, backing expenses, court costs, penalties, forfeitures or administrative fees that Go Rent a Car incurs for parking, traffic and other violations incurred by you during the rental period and to apply payments towards the charges in whatever order Go Rent a Car deems necessary.

Renter’s signature below is considered made on the applicable credit card voucher. Renter understands that the renter’s own car insurance and other applicable insurance coverage shall be primary; subject to Hawaii law, Go Rent a Car’s liability insurance is secondary. This signed rental agreement constitutes the vehicle rental agreement between the renter and Go Rent a Car, LLC.

12. Additional Driver:

Go Rent a Car does not charge a fee for an additional driver. Additional driver is required to sign this contract as “renter” and supply Go Rent a Car with the above required documents.

Additional driver will be considered “renter” wherever “renter” is referred to within this rental agreement, and subject to the rules, regulations, restrictions and policies of this vehicle rental agreement.

13. Damage or loss of vehicle:

Renter understands and agrees that if there is damage or loss to the vehicle, renter is responsible for all loss or damage to the vehicle regardless of fault (unless the renter’s 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 vehicle is stolen or damaged, renter will pay its retail fair market value before theft or damage. Renter will also pay loss of use based on reasonable downtime or as specified by law, plus towing and storage charges, all of which are also part of the loss.

Renter is responsible for loss or damage if renter or an additional driver, authorized or not: (1) abuses the car or violates prohibited use or operation; (2) drives recklessly or while under the influence of alcohol or controlled substance ; (3) fails to promptly report an accident to police and Go Rent a Car, LLC; (4) fails to complete an accident report; (5) obtains the car through fraud or misrepresentation; and/or (6) uses the car for an illegal purpose. If renter's responsibility for the loss or damage is covered by renter's own insurance or by renter's credit card issuer, renter will identify issuer and policy number or card issuer and its insurer, and authorize Go Rent a Car to collect the loss. Renter is responsible for any additional costs related to damage or loss of vehicle that are not covered by the renter's insurance or by the renter's credit card issuer.

14. Insurance:

Renter 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: (1) Bodily injury and property damage liability coverage; (2) Personal injury protection, no-fault, or similar coverage where required; (3) Uninsured / underinsured coverage where required. We will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The renter'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. Renter agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States. Where permitted by law, renter 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.

16. Fines and expenses:

Renter agrees to 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 renter.

17. Renter will 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 renders renter liable to Go Rent a Car, LLC for all penalties, fines, forfeitures, liens, vehicle recovery and storage costs, including all related legal expenses.

By signing this agreement renter agrees to comply with all of the above during the rental period.

