

APPARENT

CAR RENTALS

READY TO RENT

TERMS AND CONDITIONS



www.apparentcar.com

Rental Agreement Terms and Conditions

1. Definitions

“Agreement” means the Terms and Conditions on this page and the provisions found on the Face Page. “You” and “your” means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver, and any person or organization to which charges are billed by us at its or the renter’s direction. All person’s referred to as “you” and “your” are jointly and severally bound by this Agreement. “We”, “Our”, or “Us” means Apparent. “Authorized Driver” means a person listed on the Face Page of this Agreement. “Authorized Driver” means the renter, any Additional Driver, and any individual permitted by law to operate the Vehicle. “Authorized Driver” also means any person who drives the Vehicle to a medical or police facility under circumstances reasonably believed to constitute an emergency. Each Authorized Driver must have a valid driver’s license and be at least age 21. **Authorized Drivers are the only persons permitted to drive the Vehicle.** “Vehicle” means the motor vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys, and Vehicle documents, but “Vehicle” does not include portable devices or other optional equipment (“Optional Equipment”) that you rent from us. “CDW” means Collision Damage Waiver. “Loss of Use” means the loss of ability to use the Vehicle for any Vehicle purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during rental. “Diminished Value” means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. “Vehicle License Fee” means our estimate of the average per day per vehicle portion of charges imposed by government authorities on us, including our total annual vehicle licensing, titling, plating, inspection and registration costs, or to recover other similar charges as permitted by applicable law. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death resulting from these. “Insured” means any person qualifying as an “insured” in WHO IS AN INSURED (paragraph 6a.). “Minimum financial responsibility liability limits” means the minimum limits specified by a compulsory or financial responsibility law of the applicable jurisdiction. “Rental agreement” means any written agreement, stating a period of less than one year, entered into setting forth the terms and conditions governing the use of a vehicle provided by the rental car company. “Rental vehicle” means the “auto” rented or leased by the “renter” from the “policyholder” and described in the “rental agreement”. “Renter” means any person obtaining the use of an “auto” from the “policyholder” under the terms of a “rental agreement.” n “Ultimate net loss” means all sums for which an “insured” becomes legally obligated to pay, as damages for “bodily injury” and “property

damage” combined. “Ultimate net loss” will be reduced by deduction for all salvage or recoveries, which have been or will be paid. “Underlying insurer” means the insurance company or the certified self-insurer who provides the “minimum financial responsibility liability limits.”

2. Rental, Indemnity and Warranties

This is the contract for the rental of the Vehicle. We may terminate this Agreement and repossess the Vehicle at your expense without notice to you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.** You agree not to alter the Vehicle or any Optional Equipment. If you or the Authorized Driver determines the Vehicle or any Optional Equipment is unsafe, you the Authorized Driver shall stop operating the Vehicle or Optional Equipment and notify us immediately.

3. Telematics Notice and Release

You acknowledge that the Vehicle may be equipped with a telematics device, global positioning satellite (“GPS”) technology, an electric locator device, and/or an event data recorder. We may find, monitor, or disable the Vehicle through such systems if we deem it necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring may include collection of data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we deem necessary. You should have no expectation of privacy related to the use of the Vehicle. We are not responsible for the operability of the telematics navigational or other system included in the Vehicle. You acknowledge these systems may use cellular data, wireless technology, or radio signals to transmit data, and therefore your privacy cannot be guaranteed. You authorize any person’s use or disclosure of or access to location, automatic crash notification, and optional vehicle reporting conditions of Vehicle as permitted by law. You shall inform any and all drivers and passengers of the Vehicle of the terms of this section and that you have authorized release of information as provided here in. you agree to release us and agree to indemnify, defend and hold us harmless for any damage to persons or property cause by failure of the telematics device to operate properly, or otherwise arising from the use of telematics device. Third party telematics are not our agents, employees, or contractors.

4. Condition and Return of Vehicle

You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition you receive it, except for ordinary wear. If the Vehicle is returned to any location other than identified by us, you remain responsible for the safety of or damage to or loss of the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of, damage to or loss of the Vehicle until we inspect it upon or next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have prior written approval. You must check and maintain all fluid levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you not operating it, and return the Vehicle with at least the same amount of fuel as when rented. No refund or credit shall be issued if you return the Vehicle with a greater amount of fuel than when you received it.

5. Responsibility for Damage or Loss; Reporting to Police; Parking Violations

You are responsible for all damage to, and for the loss or theft of, the Vehicle including damage caused by weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or we elect not to repair the Vehicle. You are also responsible for Loss of Use, Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to the police and us as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, and other fees, fines and penalties assessed against you, the Vehicle, or us during this rental. If you fail to pay any of these charges and we pay them, you will reimburse us for all such charges and, in addition, pay us an administrative fee of \$60 for each such charge.

a. Optional Equipment

Upon request and subject to availability, we offer certain Optional Equipment, including but not limited to, Global Positioning Devices, for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental period in the same condition as when rented. Optional Equipment is not part of the car. You are responsible for any loss of or damage to any Optional Equipment regardless of the cause. We make no warranties, express, implied or apparent, regarding any Optional Equipment, no warranty of merchantability, and no warranty any Optional Equipment is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to

your use of any Optional Equipment. If you choose to rent a Global Positioning Device ("GPS") from us, you are responsible for returning it in the same condition as when rented with all accessories provided, including the carrying case, the car charger, the windshield mount, and, in states where provided, the console beanbag mount ("GPS Accessories"). If the GPS or GPS Accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us the fair market value for its repair or replacement.

6. Collision Damage Waiver; Prohibited Use of Vehicle; Breakdown

CDW is insurance, is optional, and may duplicate other coverage that you have. If you purchase CDW, we waive your responsibility for portion of "ultimate net loss," in excess of the "minimum financial responsibility liability limits," to which this coverage applies, provided that:

- It results from an "accident" involving a "rental vehicle".
- The "accident" occurs while the "rental Agreement" is in effect and the "rental Agreement" becomes effective during the policy period; and
- If the Collision Damage Waiver ("CDW") has been elected by the "renter" at the origin of the "rental Agreement".

If CDW is declined, and you have complied with all terms and conditions on this agreement, your responsibility for loss of or damage to the Vehicle or its accessories is limited to a maximum of \$1500BDS and in the case you being under the age of 25 or having been the holder of a full driver's license for less than 2 years \$2000BDS.

a. Who Is An Insured

Only the following are "insureds" under this excess policy:

- The "policyholder" shown in the Declarations.
- The "renter" who has:
 - ✓ Entered into a "rental Agreement" with the "policyholder" shown in the Declarations; and
 - ✓ Elected under the "rental Agreement" to purchase optional "excess rental liability insurance" or CDW.
 - ✓ Additional "authorized drivers" (**only drivers designated on the "rental Agreement"**).

b. Limits of CDW

Regardless of the number of "insureds", "rental Agreements", premiums paid, claims made or vehicles involved in the "accident", for each "rental Agreement" the most we will pay for the "ultimate net loss" resulting from any one "accident," is the difference between the dollar amount shown in the Declarations and the "minimum financial responsibility liability limits."

c. Exclusions

We will not waive your responsibility, even though you purchased CDW, if you provide us false or fraudulent or misleading information prior to the rental or during the rental, and we would have not rented you the Vehicle or

extended the rental period, if we were given untrue information; or if you fail to notify the police or us of an accident, theft or vandalism involving the Vehicle, or if damage to or loss of the Vehicle is the result of prohibited use, including damage or loss that: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the use of a drug or alcohol; (c) occurs if the Vehicle is used during the commission of a crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during a race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) is caused from driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while carrying children without approved child safety seats as required by law; (i) occurs when the Vehicle's fluids are low, or it is otherwise reasonable to expect you to know that further operation could damage the Vehicle; (j) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (k) results from your willful, wanton or reckless act or misconduct; (l) results from driving or operating the Vehicle while using a hand-held wireless communication device, or other devices capable of receiving or transmitting telephone communications, electronic data, mail or text messages while not in a hands-free mode. In the event of loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us the Vehicle keys or ignition devices we gave you at the time of rental.

7. Insurance

We provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of Barbados. Coverage under the Policy is void if you violate the terms and conditions of this Agreement or you fail to cooperate in any loss investigation conducted by our insurer or us. Giving the Vehicle to an unauthorized driver terminates any insurance coverage. You grant us a limited power of attorney to present claims to your insurance carrier for damage to or loss of the Vehicle that occurs while you are responsible for the Vehicle.

8. Your Property

You release us, our agents and employees from all claims for loss of or damage to your personal property, including digital data or information from any mobile device that you link to any telematics device or system in the Vehicle, or that of any other person, that we receive, handled in store, or that was left or

carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage unless caused by our negligence or was otherwise our responsibility.

9. Breach of Agreement

The acts listed in Paragraph 6c. are prohibited uses of the Vehicle and breaches of this Agreement. **YOU WILL BREACH THIS AGREEMENT IF YOU ALLOW ANY PERSON OTHER THAN THE RENTER OR AUTHORIZED DRIVER TO OPERATE THE VEHICLE. IF AN UNAUTHORIZED DRIVER DAMAGES THE VEHICLE OR CAUSES INJURIES TO OTHERS, WE WILL HOLD YOU RESPONSIBLE FOR DAMAGE.** You waive all recourse against us for any criminal reports or prosecutions taken against you by law enforcement arising out of breach of the Agreement.

10. Modifications

No term of this Agreement can be waived or modified except by writing signed by one of our expressly authorized representatives. If you wish to extend the rental period, you must notify a representative for inspection of the Vehicle and a written amendment from us of the Due-In Date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the rental are void.

11. Severability

If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

12. Waiver; Jurisdiction

A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, sequential or punitive damages in connection with this rental or the reservation of the Vehicle.