



VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS: The Following expressions will bear the following meanings:

1.1: Agreement: means all terms and conditions found in this form.

1.2: We, Us, A CACHETE ADVENTURES, A CACHETE ADVENTURES SRL: means the independent business named on this Agreement

1.3: You or your: means the person identified as the RENTER for the specifically leased vehicle, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. Also as stated in this agreement, must be **30** years old or older and who must have held a valid driver's license for a minimum period of 3 years prior to the AGREEMENT.

1. The DRIVER" means YOU and/or the ADDITIONAL DRIVER which must be stated in this AGREEMENT and who must be 21 years old or older and who must have held a valid unendorsed driver's license for a minimum period of 2 years prior to the AGREEMENT.
2. "DAY" means a period of 24 hours (or any part thereof) calculated from the time the vehicle is received by YOU. Unless the VEHICLE is a Golf Cart for which the DAY will be a time period of 10:00 AM until 5:00 PM.
3. "The Vehicle" means the VEHICLE/S identified in this Agreement or any other replacement vehicle provided to you by US- (including the VEHICLE, documents, keys, tires, tools and accessories supplied with the VEHICLE. The vehicle is in fit mechanical condition to be rented and driven at the moment of executing this rental agreement by the RENTER or his Authorized Driver(s). The vehicle shall be inspected, and its conditions checked by the PARTIES prior to delivery of the same to the RENTER and reinspected up to 48 hours after delivery. YOU acknowledge that any damage to the VEHICLE at the commencement of this AGREEMENT is the one stated on the vehicle condition form, any damage which has not been noted on the vehicle condition report will constitute damage which has occurred subsequently to the commencement of this AGREEMENT for which YOU shall be charged.
 1. THERE IS NO AUTHORIZATION TO TRANSPORT SURFBOARDS OR OVERSIZE EQUIPMENT IN THE RENTED VEHICLE.
 2. THERE IS NO AUTHORIZATION TO TRANSPORT MORE PEOPLE THAN THE SPECIFIED IN THE RESPECTIVE RENTED VEHICLE'S MANUAL
4. "The Rental Period": means the period between the date and time when the vehicle is taken out by YOU and the termination date and time as specified on the AGREEMENT or, if such period is extended, the time and date entered on our records as being the date and time when the VEHICLE is returned to US.
5. "The Official rates" means OUR rates, charged from time to time and or/in terms of the official rates published and amended from time to time, applicable to the VEHICLE rented in terms of this AGREEMENT, and which are available at any of our offices and websites.
6. The LIABILITY WAIVERS: means the waivers referred to in clause 5, including but not limited to, the terms identified as ADW, CDW, SCDW, TLW and STLW, but which specifically exclude any replacement and the loss of personal belongings. The LIABILITY WAIVERS are not an insurance policy but provided a basis on which YOUR liability in terms of THIS AGREEMENT might be reduced.
7. References to the singular will include the plural, the male gender will include the female gender, and references to persons will include natural and juristic persons.
8. Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicle. We may repossess the Vehicles at your expenses without notice to YOU, if the VEHICLE is abandoned or used in violation of local laws 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.

2. RISK, DELIVERY AND RETURN:

2.1: THE VEHICLE will be at YOUR sole risk from the date and time of delivery of the VEHICLE, until the VEHICLE is returned to US. YOU undertake to return the VEHICLE in the same condition YOU received it, fair wear and tear excepted, understanding there is normal intended use.

2.2 Service to the VEHICLE or replacement parts or accessories during the rental must have OUR prior approval. You must check and maintain all fluid levels once the vehicle is delivered initially.

2.3 YOU will return the VEHICLE on the expiry or termination of this AGREEMENT, at YOUR expense to our authorized representative at the collection address recorded in the AGREEMENT. YOU acknowledge that failure to

return the VEHICLE in terms of this AGREEMENT will constitute a breach of the AGREEMENT and illegal possession by YOU and WE may report the VEHICLE as stole and/or reposes the VEHICLE wherever same be found and from whomsoever is in possession thereof.

2.4: When YOU or any person nominated by YOU return the VEHICLE to any of OUR branches, YOU will:

2.4.1: park the vehicle in the designated parking area

2.4.2: ensure that the vehicle is properly secured

2.4.3: hand the keys of the VEHICLE to an authorized representative of US and return the VEHICLE only when OUR offices are open for business.

2.4.5: After two hours of a late return of the vehicle, you shall be charged the full daily rental; We allow for thirty minutes tardiness without additional payment, after thirty minutes you shall be charged 50% percentage of a daily rental fee. For late cancelation up to an extent of 72 hours prior to the delivery of the vehicle or for a "no show", You agree to a no refund any amount paid to US in prior. **Any gas VEHICLE rented shall be returned with the same fuel level in which the vehicle was originally delivered**, any difference shall be billed to you. YOU must solely use the specified fuel by the manufacturer of the VEHICLE. Any hybrid, organic fuel, or bio diesel, ethanol, is strictly considered the wrong fuel type. All costs associated with the use of this fuel including contaminated fuel will be at YOUR sole expense.

2.5: the sole risk of loss or damage to the VEHICLE will remain vested in YOU until such time as WE have recorded the return of the VEHICLE.

3. WARRANTIES BY YOU:

3.1: All information given by YOU to US is true and correct

3.2 The DRIVER holds a valid unendorsed DRIVERS license for the VEHICLE

3.3 YOU will not drive the VEHICLE under the influence of alcohol or any other drug, in violation of the Costa Rican Transit Code and Costa Rican Penal Code.

3.4: the DRIVER is not physically prevented from operating the VEHICLE safely

3.5: No person other than the DRIVER or the designated AUTHORIZED DRIVERS will drive the VEHICLE

3.6 YOU will ensure that the keys and accessories of the VEHICLE are properly secured during the RENTAL PERIOD.

3.7 The VEHICLE will not be used or driven for the conveyance of persons or property for reward in contravention or in breach of any law, in any race, speed test or contest, on roads not properly constructed or for towing/pushing purposes.

3.8 The VEHICLE will not be used or driven in any way which would constitute a breach of any of the provisions of this AGREEMENT.

3.9 YOU and the DRIVER will always display an absolute duty of care towards OUR VEHICLE, and YOU will ensure that the VEHICLE will only be used on suitable roads and conditions in accordance with the type of VEHICLE hereby rented. YOU and the DRIVER will not cross rivers or introduce the VEHICLE into the sea, estuaries, or deep mud. YOU WILL NOT PARK THE VEHICLE ON A BEACH UNLESS IN A DESIGNATED PARKING AREA OR PUBLIC ROAD. YOU hereby acknowledge that there won't be a willing, reckless, conduct or neglect regarding YOURSELF, OTHERS, and OUR property. YOU understand that you must wear helmets, sashes, and protective riding gear always while using or operating the VEHICLE. You will operate the Vehicle with reasonable precaution for the safety of yourself, others, the equipment, and the environment and will always comply with applicable Costa Rican motor vehicle laws and regulations.

3.10 YOU and the DRIVER will not take the VEHICLE into any area or any road where there is risk that the VEHICLE may be damaged, stolen, or lost through civil disturbance, riot or any act of political unrest.

3.11: The VEHICLE will not be taken outside of the REPUBLIC OF COSTA RICA.

3.12 YOU RENTER, and any authorized driver are responsible for: (a) physical and mechanical damage to the VEHICLE resulting from collision or misuse up to the fair market value of the Vehicle as determined in the customary market for the sale of the VEHICLE, regardless of the cause of the damage; (b) loss due to theft of the VEHICLE up to its fair market value, provided that you failed to exercise ordinary care while in possession of the VEHICLE; (c) physical damage to the VEHICLE up to its fair market value, as determined in the customary market for the sale of the Vehicle, resulting from vandalism occurring after, or in connection with, theft of the VEHICLE, provided that you have responsibility for theft of the VEHICLE; (d) physical damage to the VEHICLE resulting from vandalism unrelated to a theft of the Vehicle. The loss of the documentation of the VEHICLE, its license plates, spare tires, tool kits, keys or equipped accessories in the vehicle for which you shall be charged up to a fair market value, the sum of 50 US Dollars up to 500 US Dollars, also for the replacement of the electronic system of the ignition or the loss or repair of the key, With an additional penalty of 175 US Dollars.

3.13 In the event that any of the previous clauses are not complied by YOU, YOU will be held in breach of this AGREEMENT. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

4. PAYMENTS

4.1 YOU agree to pay US:

4.1.1: The VEHICLE rental rates and other charges as set out in the AGREEMENT and/or in terms of our OFFICIAL RATES, whichever may be applicable.

4.1.2: a refueling fee and the cost of fuel supplied for the VEHICLE by US which cost will be calculated upon return of the VEHICLE. If the VEHICLE is delivered to, or collected from YOU, YOU will be charged for fuel used from the time it leaves the dispatching to the time it returns.

4.1.3: all fines, penalties, taxes, charges, levies, legal costs, court costs, tolls, e-tolls, payable by US to any third party arising out of YOUR use of the vehicle.

4.1.4: All costs, including, but not limited to, one-way fees, towing charges, impound fees, parking fees, citations, forfeitures, and losses or damages incurred by US in procuring the return of the VEHICLE to the collection address described above, or such other location as determined by US. The amount of \$10 (USD), plus \$5 (USD) per kilometer for every kilometer between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur.

4.1.5: All costs for which YOU are liable, incurred by US in repairing any damage of any nature whatsoever to the VEHICLE and any loss or damages suffered by US as a result of theft, fire, or any other cause whatsoever.

4.1.6: such valet charge as may be levied for the cleaning of the VEHICLE

4.1.7: such accident administration and/or traffic fine handling fee that may be levied by US.

4.1.8L all costs, concluding pre-and post-judgment attorney fees, we incur collecting payments from you or otherwise enforcing our rights under this Agreement.

4.2: if WE have agreed to payment from YOU by CREDIT Card, YOUR signature AND/OR express acknowledgement will constitute authorization for the issuer of the card to debit YOU with the total amount owing, inclusive of all costs and charges of whatsoever nature, arising in the terms of this agreement.

4.2.1: YOU authorize US to charge YOUR credit card, any pending charges upon the finalizing of this contract be them derived from the payment of the rental period, damages caused to the vehicle not covered by insurance, LIABILITY WAIVER or security deposit, or any other charge caused by YOU without limitations of any ulterior liquidation done by US to YOU,

4.3: YOU will pay all the amounts payable by YOU under this AGREEMENT to US, on demand. If any payment is not made on its due date, then WE may, without prejudice to any of OUR rights, charge interest on the amount due at the maximum rate permissible by law.

4.4 WE may use your deposit to pay any amount owed to us under this AGREEMENT, including, any damage. A CREDIT card is required to Pay the security deposit up to an amount of \$1,500 dollars upon rental of the VEHICLE. Accepted Credit Cards are: Visa, Mastercard, Discover and American Express.

5. LIABILITY WAIVER:

5.1 YOU may purchase in advance an accidental damage waiver (ADW) at the OFFICIAL RATES recorded in clause 4.1.1.

5.2 In such event, YOUR liability in terms of clause 2.1 will not exceed the amount stated in the AGREEMENT as the "Renters Responsibility", unless one or more of the exclusions in clause 5.3 is applicable.

5.3 The LIABILITY WAIVER does not cover loss of, or damage to the VEHICLE in the following circumstances, and YOU will be liable for all such loss or damage:

5.3.1 Where YOU or the DRIVER are in breach of this AGREEMENT.

5.3.2 Where damage is caused to all glass, mirrors, lamps, tires, rims, hubcaps, windshields or the undercarriage, if no collision of the VEHICLE has occurred.

5.3.3 Where damage is caused by water

5.3.4 Where damage or loss is caused by DRIVER negligence

5.3.5 Where damage or loss is sustained in an accident not caused by physical contact with another vehicle, person, animal or object

5.3.6: Where damage is caused by YOUR failure to ensure that the VEHICLES required lubricant levels are maintained.

5.3.7 Where damage or loss is caused by potholes or on roads not suitable for the type of vehicle rented: and

5.3.8 in respect to personal belongings, key replacement, towing fees and claim administration fees.

6. EXTENSION OF RENTAL PERIOD

6.1 YOU will be entitled at any time during the initial period to orally extend the RENTAL PERIOD.
6.2 This extension will however only be valid if confirmed by US in writing.
6.3 Before the approval of the extension of the rental period, you must return the VEHICLE to our rental office for inspection and sign the written amendments. All prior representations from a web page, testimonial of clients or advertising means and exchange of communications, verbal promises between you and us regarding this rental are void.

6. TERMINATION:

6.1: WE will be entitled to terminate this AGREEMENT if YOU and/or the DRIVER commit any breach of this AGREEMENT. WE will then be entitled to the immediate return of the VEHICLE, and furthermore any amount then and there owed by YOU to US will become immediately due and payable.
6.2 Both YOUR and OUR rights and obligations under this AGREEMENT will continue to be in full force and effect until such time as the VEHICLE has been returned to US in the terms of this AGREEMENT and YOU have compiled all YOUR obligations in terms hereof.

7. INDEMNITY

7.1 Save as provided for in law and provided that there was no negligence on OUR part, WE will not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the VEHICLE, nor for any loss or damages to any property transported in or left in the VEHICLE nor for any damages, injury, death, consequential loss, loss of profits, and/or any other damages in which the RENTER or the DRIVER or any person transported in the VEHICLE may suffer arising out of this AGREEMENT.

8. RESPONSIBILITY AFTER LOSS OR DAMAGE TO THE VEHICLE

8.1 If the VEHICLE is involved in any accident or collision or is lost or stolen or involved in any accident which could prejudice OUR rights, the RENTER and/or DRIVER will take such steps to safeguard OUR interests, including, but not limited to the following if applicable:

8.2 Obtain the names and addresses of everyone involved and of possible witnesses and details of other vehicles involved.

8.2.1. record the date, time and location of the accident

8.2.2 record the name of their insurance company

8.3 Not, without OUR prior consent, admit any responsibility or liability or release any party from any liability or potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability

8.4 Notify the police and US as soon as possible and in any event with 3 hours of the incident

8.5 Within 24 hours of the incident complete and furnish to US OUR fully completed standard claim form and submit a copy to US of YOUR DRIVERS license.

8.6 Not abandon the VEHICLE and make an adequate provision for its safety and security

8.7 Cooperate with US in any investigation, the lodging, or instituting of any claim or action and the defense of any prosecution, claim or action relating to the above

9 GENERAL

9.1 YOU acknowledge that ownership of the VEHICLE will at all times remain vested in US, or the true owner of the VEHICLE.

9.2 YOU will not be entitled to cede or assign any of YOUR rights and obligations under this AGREEMENT or to sublet or part with possession of the VEHICLE

9.3 The cost of fuel is not included in the amount of the rental. We will refuel all VEHICLES on return of the VEHICLE to US (Not applicable if the rented vehicle is an electric vehicle)

9.4 You are not permitted to carry out any repairs, including replacing any tires, on the VEHICLE.

9.5 If the RENTER is not the DRIVER, then, without in any way detracting from the RENTER's obligations in terms of this AGREEMENT, the RENTER and the DRIVER will be liable to US jointly and severally for all and/or any amounts owing under this AGREEMENT.

9.6 Please be advised that although WE will use our best efforts, WE are unable to guarantee the availability of the VEHICLE to YOU at a particular time due to possible circumstances beyond our control. In the event that WE are however unable to do this, WE will endeavor to make alternative arrangements until such time as WE are able to make the VEHICLE available to YOU.

9.7 Save as otherwise stated in this AGREEMENT any addition to or alteration of this AGREEMENT will be null and void unless agreed upon by US in writing.

9.8 YOU agree that WE may sue YOU in the proceeding Court for all purposes under this AGREEMENT, notwithstanding that the subject matter, cause of action, or amount involved be otherwise beyond the jurisdiction of the said court.

9.9 YOU choose the address where YOU will receive notices for all purposes in terms of this AGREEMENT, at the RENTER's address specified in the AGREEMENT or, in the case of that address not being in the Republic of Costa Rica, at the DRIVER's local address specified in the AGREEMENT. IN the event of damages being caused to the VEHICLE, upon YOUR return to the US, if you are a US citizen, YOU shall address directly to a specified USA corporation. Being Corporation Patience, Persistence, Patience, Inc. to deal with the subsequent damages and charges. This will alleviate the necessity to travel to COSTA RICA. 9.10 A certificate of any director, manager or accountant of US as to the amount owed by YOU to US will, on the face of it, constitute proof of the amount owing.

9.11 This document contains the entire AGREEMENT between YOU and US regarding the matters contained herein and WE will not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.

9.12 It is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent Court, then the remaining clauses will be and continue to be of full force and effect.

9.13 This AGREEMENT will be governed by and interpreted in accordance with the laws of the Republic of Costa Rica

9.14 No extension, relaxation or other leniency that may be given or allowed by US can be taken to mean that other rights may not be enforced.

YOU have read and understand the terms and conditions of this AGREEMENT. YOUR attention has been drawn to the following important clauses.

- The VEHICLE is rented at YOUR own risk
- YOU agree to pay US all amounts owing in the terms of this AGREEMENT
- YOU indemnify US from liability in certain circumstances.

RENTER AGREEMENT OF TERMS

PRINT PRIMARY DRIVER NAME	TIME AND DATE OF RENTAL
PRIMARY DRIVER SIGNATURE	TIME AND DATE OF RETURN
PRINT SECONDARY DRIVER NAME	LOCATION OF VEHICLES DURING RENTAL
SECONDARY DRIVER SIGNATURE	RENTER BILLING ADDRESS / CITY / STATE / ZIP
PRIMARY ID/PASSPORT #	SECONDARY ID/PASSPORT #

LEASOR SIGNATURE