



KIMO'S RENT-A-CAR, INC.

440 Alamaha St - Kahului - Hawaii 96732
 Cell: (808) 280-6327 - Email: info@kimosrentacar.com
 www.kimosrentacar.com

RENTAL AGREEMENT

Name:	Lic #:	state:	Lic Exp:	Age: _____
Maui Address:			phone: _____	
Credit Card Info: <i>Visa / Mastercard / Amex</i>		Name Printed on Card: _____		
Credit Card #:	Exp Date: /	Security Code #:		
Billing Address Street #:		City:		
State:	Zip/Postal Code:	Country:		

RENTAL INVOICE				
Car Model:			Airport arrival Time :	
Date out: / /	Date In: / /	Office Pick up Time :		
Weekly Rate	X	Weeks	=	
Extra Days	X	Days	=	
Subtotal		=		
Surcharge Tax	\$7.5 X	Days	=	
Optional Insurance CDW \$10	X	Days	=	
State Tax (4 %)		=		
TOTAL		=		

GAS: Full() 3/4() 1/2() 1/4() E()
 Renter agrees to fuel tank as indicated.
 Failure to fill tank to this level will incur a charge of \$20 per quarter tank, not to exceed \$80 for fill-up.
KEYS: Loss/lockout is renter's responsibility.
 Call D&D Towing 808 871-1185.

CDW notice: Kimo's rent a car Inc, offers an option for a daily charge of 10 US\$, a collision damage waiver (CDW) to relieve you responsibility for damage ton the car.
 The deduction wit h CDW is 1000 US\$.
 If CDW is NOT accepted by you, you are responsible for damage costs at the prevailing local repair cost for parts and labor, up to a maximum of the current fair market value of the car.
 If you accept CDW you may be responsible for damage under certain prohibited events. Read this rental agreement.

CDW: Rental Collision Damage Waiver.
 Accept: _____ Decline: _____

- 1) Car to be returned clean (no garbage). If returned dirty, \$50 charge, and \$200 cleaning fee for smoke or ash odors.
 - 2) Flat tires caused by road hazards are the renter's responsibility.
 - 3) 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).
 - 4) If vehicle overheats, renter must immediately turn it off and contact Kimo's Rent a Car.
 Failure to do so will make customer fully liable for repair costs.
 - 5) Parking 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.
 - 6) 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.
 - 7) Broken glass, unless caused by an actual accident with another vehicle at fault, is the responsibility of the renter.
 - 8) Unauthorized airport drop-offs incur \$100 charge.
 - 9) 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.
 - 10) Absolutely no refunds, except for repeated mechanical failure.
 - 11) 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 the same location in which it was rented 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, Kimo's Rent a Car Inc, liability insurance is secondary.

Renter Signature: _____ Date: __ / __ / __
 Email: _____

KIMO'S RENT-A-CAR, INC.

These terms and conditions, the rental document signed by me, and a return record with computed rental charges, together constitute the rental agreement between myself and Kimo's Rent A Car, Inc., 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" refers to the person who signs this agreement. "You" and "your" refer to Kimo's Rent A Car, Inc. Any changes in this rental agreement must be in writing and signed by both parties.

1. 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.
2. 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.
3. 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-hour periods starting at the hour and minute the rental begins. I will pay all rental, taxes and surcharges.
4. Damage loss of car. I understand and agree that if there is damage to the car 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 it's retail fair market value before theft or damage less salvage unless Kimo's Rent A Car Inc. repair cost plus the diminution of the car's 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 reasonable administrative fee determined by you or specified by law (except for theft where the car is nor recovered), plus towing and storage charges, all of which are also part of the loss, I'm responsible for the loss if I or an additional driver authorized or not: (1) abuse the car or violate prohibited use or operation; (2) drive recklessly or while under the influence of alcohol or controlled substance; (3) fail to promptly report an accident to police and Kimo's 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 charge card issuer, I will identify my insurer and policy number or card issuer and its insurer, I authorize you to collect the loss from a third party responsible for the damage. You will refund any sum you collect above this loss.
5. Fines and expenses. I will 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.
6. Prohibited use of the car. I 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 substance, 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.
7. Who else may drive the car. Only those persons who are listed in or sign the contract may drive the car. The other driver must be at least 21 years old and a capable and validly licensed driver, There may be a charge for each additional driver authorized to drive the car which charge is specified on the rental document unless prohibited by law covering this rental.
8. Liability insurance. Anyone driving the car as permitted by this agreement will be protected against liability for causing injury or death to others, or damaging the property of someone other than the driver and/or the renter up to the minimum financial responsibility limits required by applicable law. The limit for the bodily injury sustained by one person includes any claim for loss of the person's consortium or services. where the law extends coverage to a non-permitted driver, the same limits shall apply. The coverage provided by you shall be excess over any applicable insurance available to me or any other driver, from any other source, whether primary, excess, secondary or contingent in any way, otherwise, it is provided according to the terms, and subject to all conditions; or a standard automobile liability insurance policy including all requirements as to notice and cooperation on my part. I understand that unless required by applicable law, you will not provide (1) coverage for fines, penalties, punitive or exemplary damages; (2) coverage for bodily injury to, or death or myself while not a driver or any member of my family or the driver's family; (3) defense against any claim after applicable limits of coverage that you furnish have been tendered and (4) supplementary no fault , non-compulsory uninsured or under insured motorist coverage, and any other optional or rejectable coverage. And you and I reject all such coverage to the extent permitted by law. Where any of this coverage are required or implied by law, the limits shall be the minimum required under applicable status.
9. Indemnification. I agree to indemnify you for any loss, liability and expense that you incur arising out of the use of the car: (1) which exceeds the greater of your statutory liability as an owner or the limits of any liability insurance that you furnish to me; (2) which results from any unauthorized use or prohibited operation of the car.
10. Collections. All charges, fees and expenses including payment for loss or damage to the car are due at your demand. If I do not pay all charges when due, I agree to pay a late charge of 1 1/2% per month, or as permitted by law on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and your reasonable attorney's fees, if I do not pay any amount when due. If the law permits, you may contact me or my employer at my place of business about payment.
11. Charge card reserve. I have been informed that a charge on my credit card, up to the amount of the estimated total charges due under this agreement, based on my representation about this rental, may set aside or reserved by the charge card issuer whose card I present in payment of my bill. I consent to the reservation or setting aside of that amount.
12. Property left in car. You are not responsible for loss of or damage to any property left in the car, in any service vehicle, on your premises, or received or handled by you, regardless of whom is at fault, I'll be responsible to you for claims by others for loss or damage.

Renter Signature: _____

Date: _____