

RENTAL AGREEMENT

herein represented by _____ duly thereto
authorised

Melbic Car Rentals, Tours & Transfers CC

(hereafter referred to as the LESSOR)

AND

Name & Surname:

.....

Country:

Passport No.:

DRIVER's License No.:

Home Address.:

.....

Tel no.:

.....

Next of kin in case of emergency:

.....

Relationship:

(Hereinafter referred to as the RENTER)

Additional DRIVER 1	Additional DRIVER 2
Name:	Name:
PS/ID No.:	PS/ID No.:
DRIVER Licence No.:	DRIVER Licence No.:

WHEREAS the LESSOR conducts business in the rental of motor vehicles and equipment as well as camping equipment.

AND WHEREAS the RENTER agreed to rent from the LESSOR the motor vehicle specified in this agreement, together with all tools and accessories, with which the vehicle is equipped (hereinafter all together referred to as the vehicle) for the period set out in the vehicle check-out list.

AND WHEREAS the parties have agreed to the terms and conditions hereinafter set out.

NOW THEREFOR it is hereby recorded as follows:

1. The LESSOR leases to the RENTER who hereby hires the vehicle hereinafter specified for the period hereinafter specified.
2. This agreement will at all times be subject to the standard terms and conditions of the rental agreement, of the LESSOR annexed hereto as Annexure A and B which annexure forms an integral part of this agreement and which will be initialled by the RENTER for the purpose of identification.

3. Speed Limits

The RENTER shall at all times be binded to the following speed limits:

- 3.1 a maximum of 80km/h on any gravel road (irrespective should road signs indicate higher speed limits)

The C34 between Swakopmund and Skeleton Coast is not a Tar Road but a Salt Road (In future it will be a tarred road).

This Road falls under the Category of not Tarred Road, therefore only 80km per hour is allowed.

- 3.2 a maximum of 120km/h on all tarred public roads subject however to the speed limits imposed by government or any local authority for any specific stretch of the road.

By not adhering to the Speed Limit as set out by the LESSOR all Collision Damage Waiver cover will be revoked. ☐

- 3.3 Use of the 4x4 mode:

H4 (High range) maximum 80km/h.

L4 (Low range) maximum 30km/h.

Switch to four-wheel drive, H2 to H4 driving less than 80km/h and to L4, only when the vehicle has come to a full stop and only when the clutch is depressed! Automatic vehicles must be in neutral.

By using the 4x4 mode incorrectly/permanently, the Client will be liable for the full cost of any damages.

4 The RENTER shall not be entitled to drive:

- 4.1 long distance roads between 07:00 PM and 06:00 AM due to the high risk of accidents caused by animals.
- 4.2 to Sandwich Harbour.
- 4.3 along the Kunene River.
- 4.4 from Epupa Falls east on road No. 3700 to road No. 3701
- 4.5 up Van Zyl's pass.
- 4.6 through salt water.
- 4.7 on any beach where the water breaks.
- 4.8 in any sandstorm.
- 4.9 along riverbeds.
- 4.10 on unregistered roads.
- 4.11 through bushes.

5. The RENTER undertakes not to:

- 5.1 step on the roof or bonnet or any other painted part of the vehicle.
- 5.2 lean against any metal parts of the vehicle body.
- 5.3 leave the vehicle unattended (for long periods).
- 5.4 leave the key in the ignition while not driving.

6 The RENTER undertakes to:

- 6.1 engage 4x4 timeously to prevent clutch and tyre damage.
- 6.2 have the entire wheels cleaned after having been stuck in mud.
- 6.3 a cleaning fee of N\$750.00 may be charged. Take note that should the vehicle not be clean thoroughly, it could cover scratches and dents which the LESSOR can only charge the RENTER once the vehicle has been cleaned and the damages become visible.
- 6.4 ensure that his passengers and guest comply with clause 5 above.
- 6.5 The RENTER agrees that any roof top tents or camper, if mounted will be used at the sole and exclusive benefit of the RENTER at his/ her own risk.
- 6.6 The LESSOR will ensure that the vehicle and equipment are in a good working condition before it is rented out. The camping equipment is not covered under the CDW. Any mechanical failure after the vehicle leaves the premises will not be compensated for.
7. The RENTER should take note of Annexure B with regards to negligence when driving in Namibia as well as when crossing any borders. The RENTER should adjust driving behaviour accordingly as the RENTER could be held liable for damages to the vehicle.
8. If the vehicle is scratched, the RENTER will be liable for an additional polishing fee of N\$1,898.00 (Excluding deep scratches which will be quoted separately) ☐

9. The vehicle and equipment leased to the RENTER are indicated as per attached quotation.

10. The vehicle: _____
Was delivered to the RENTER and shall be RETURNED by the RENTER at as stipulated on the vehicle check out sheet which is binded by this agreement. **Should the vehicle not be returned on the agreed time, the RENTER will be charged a daily rate or a penalty fee.** Vehicle to be returned not later than 15:00 on the last day of the rental.

Date: _____ **Time:** _____

11. Accident

11.1 If the RENTER is involved in an accident and a substitute vehicle is required, the RENTER shall not be entitled to any refunds in terms of this rental agreement and the RENTER will have to enter into an entirely new rental agreement for another vehicle. A new rental agreement will not be concluded unless all outstanding monies in terms of this rental agreement have been paid in full.

11.2 In the case of an accident where the vehicle is rendered not roadworthy, the LESSOR will not be obliged to avail a substitute vehicle, but can in its sole discretion avail a vehicle and only if a substitute vehicle is available.

12. Should the RENTER return the vehicle before the due date, the LESSOR will not be obliged to refund the RENTER for the remaining rental period.

13. All breakdowns must be reported within 24 hours to the LESSOR. The LESSOR shall be informed of the full extent and cost of the repairs.

14. **Collision Damage Waiver (CDW)**
Irrespective which waiver was opted for, the LESSOR may, in its sole discretion, charge the RENTER either the actual or any reasonable amount for the loss or damage caused to the vehicle, should the loss or damage or the event giving rise thereto occurred in a situation where no other vehicle or person or animal or object was involved.

Depending on the CDW option chosen by the RENTER, an excess amount will be blocked on the RENTER'S credit card prior to the rental, to cover for damages to the vehicle. The RENTER is liable up to but not limited to the excess amount.

Schedule of Collision Damage Waiver (CDW) options:

Options	CDW	Amount	Excess
Option 1	Zero Cover		N\$45,000
Option 2	Limited CDW	N\$180/d	N\$20,000
Option 3	Limited CDW	N\$260/d	N\$18,000
Option 4	Super CDW	N\$350/d	N\$4,500
Option 5	Platinum	N\$450/d	N\$1,500

Option 3 covers only 1 tyre (excl. rim) & windscreen

Option 4 & 5 covers only 2 tyres (excl. rim) & windscreen.

A 20% administration fee will be charged on top of the damaged amount to compensate the LESSOR for administration cost/loss of income/bank fees, time spent to cover any other expenses to repair the vehicle. The LESSOR will obtain quotations for the reparation of the damages and send it to the RENTER. The RENTER will have 24 hours to pay the cost for the damages or the LESSOR will recover the costs from the RENTER as per the credit card authorisation form. Should no damages be reported upon inspection of the vehicle during the return of the vehicle, the excess option blocked will be released after 5 working days from date of returning the vehicle as a full mechanical inspection must still be done. The Credit Card Authorisation form is binding to this Rental Agreement.

15. Responsibility after loss of or damage to the vehicle

15.1 Reference is made to Clause 9 of Annexure A of the Rental Agreement.

15.2 The DRIVER will report ANY accidents or DAMAGES to the vehicle to the police and to the LESSOR within 24 hours after the damage or loss occurred.

15.3 In the case where another vehicle or animal has damaged the vehicle, the RENTER is responsible to collect as much evidence as possible for the LESSOR's insurance purposes.

16. Tracking

It is recorded that the vehicle is fitted with a Tracking device and that routes and vehicle speed, amongst others, are strictly monitored. The LESSOR will receive a Notification from the GPS Tracker installed in the Vehicle in the case of speeding. By repeatedly ignoring the warning signal, the rental agreement is reached, resulting in the Collision Damage Waiver to be revoked. **Should the RENTER temper or damage the Tracking Device, a penalty fee of N\$5,300.00 will be charged.**

17. Emergency Phone

To be switched on and charged at ALL times in order for the RENTER or LESSOR to contact one another in case of emergencies.

18. Repairs and Maintenance

In order to qualify for reimbursements, the RENTER should first obtain authorisation from the LESSOR before any (e.g. tyre) repairs and maintenance are done on the vehicle.

19. Vehicle drop off

On the day of return, the LESSOR or its agent will inspect the vehicle. The LESSOR reserves the right to only declare the Vehicle being in order after a full cleaning and mechanical inspection of the vehicle, as well as a complete inspection of the camping equipment have been done. In case of loss or damage caused to the vehicle or equipment due to negligence, the RENTER will be informed what the cost of the damage is and will be obliged to settle payment immediately. After a full mechanical inspection, the RENTER will be notified what the cost of the damage is via E-mail within 5 working days after the vehicle has been returned. The LESSOR reserves the right to set off payment for any cost of damages or loss as referred to in terms of Clause 14 of this Rental Agreement and Clause 8 of Annexure A against the credit card of the RENTER.

20. Lost and Found

A 20% administration fee will be charge for any lost items to be returned.

Thus done and signed by the RENTER at **WINDHOEK** on this ... day of **2019**

RENTER.....

Thus done and signed by the LESSOR at **WINDHOEK** on this day of **2019**

LESSOR.....