



RENTAL AGREEMENT & CONDITIONS

Renter Name: _____

Agreement No: _____

Renter ID: []
Renter valid driver License []
Renter valid Credit card/Payment Hold []
Renter Deposit Paid (if required) []

WHEREAS, Gracious whip car rentals & Safari cc conducts business in the rental of motor vehicles. AND WHEREAS the renter agrees to rent from the Lessor the motor vehicle specified in this agreement together with all tools and accessories 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 THEREFORE, it is hereby recorded as follows:

- 1. The Lessor leases to the RENTER who hereby hires the vehicle 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" which annexure forms an integral part of this agreement and which will be initiated by the RENTER for the purpose of identification.
3. The RENTER shall at all times be bound to the following speed limits:
3.1. A maximum of 80km/h on any gravel road
3.2. A maximum of 120km/h on all tarred public road subject however to the speed limits imposed by government or any local authority for any specific stretch of road and the vehicle you drive.
3.3. In the event that 4 x 4; is engaged:
3.3.1. 20km/h in low range
3.3.2. 100km/h in high range
4. The RENTER shall not be entitled to drive to below destinations without written approval from Lessor and valid permit where required.
4.1. To Sandwich Harbor
4.2. Along the Kunene River
4.3. From Epupa Falls east on road No.3700 to road No.3701
4.4. Up or down Van Zyl's pass
4.5. Passing through or visiting any concession or restricted areas without prior consent.
4.6. Through salt water, running rivers or any water that could cause damage to vehicle.
4.7. On any beach
4.8. In any sandstorm, any sandblasting damage will be for renter account.

- 4.9. Along riverbed
4.10. Before sunrise and after sunset (negligence)
4.11. On unregistered roads
4.12. Driving in Country, region or area with known riots, strikes or any political unrest.
5. This Agreement alone does not allow for cross border travel without following.
5.1 Cross Border Charge to be paid in full.
5.2 Cross Border Agreement.
5.3 Full itinerary for travel outside Namibia.
6. The RENTER undertakes not to:
6.1. Step on the roof or bonnet or on any other painted part of the vehicle
6.2. Lean against any metal parts of the vehicle body
6.3. Leave the vehicle unguarded or in an unsafe area
6.4. Leave the key in the ignition while not driving
6.5. Drive long distances with 4x4 engaged
6.6. Drive intoxicated (under influence of alcohol, drugs or medicated)
7. The RENTER undertakes to:
7.1. Engage 4x4 timeously to prevent clutch and tire damage
7.2. Have the breaks cleaned after having been stuck in mud
7.3. Ensure that his/her passengers and guest comply with clause 5 above.
7.4. Maintain tire pressure as per renter requirements.
8. The RENTER agrees that any roof top tents or camper, if mounted will be used at the sole and exclusive risk of the RENTER.
9. If vehicle is scratched, the RENTER will be liable for a polishing fee of N\$ 650.00 (SIX HUNDRED AND FIFTY NAMIBIAN DOLLARS) PLUS VAT.
10. The vehicle and equipment by the RENTER are as follows:
Vehicle type: _____ Reg No: _____
[] Diesel [] Petrol
11. Non-Camping [] Camping []
12. The Vehicle was delivered to the RENTER and shall be returned by the RENTER
DELIVERED: Date: _____ Time: _____ Place: _____
DUE BACK: Date: _____ Time: _____ Place: _____
13. If the RENTER is involved in an accident and a new vehicle is required, the RENTER shall not be entitled to any refund in terms of this rental agreement and the RENTER will not have to enter into an entirely new rental agreements for another vehicle. A new rental agreement would have to be paid in full.

- 14. Unless 48 hours prior notice have been given to the effect that the vehicle shall be returned before the due date, the RENTER will not be entitled to any refund.
15. All breakdowns must be dealt with within 24 hours and the Lessor shall be informed of the full extent and cost of the repairs.
16. The RENTER will remain liable for all damages to the vehicle not covered by the insurance, for example but not limited to chipped tires, deep scratches, under body damage, etc.
17. Renter shall be Liable for all fines generated on vehicle or driver during time of rental.
18. It is recorded that the vehicle is fitted with a Tracking device and that routes and vehicle speed amongst other items are strictly monitored.
19. Renter ensures to check status of vehicle and all other items provided with vehicle together with GW car rentals representative and signature of checklist confirming acceptance of that document.
20. Vehicle will be delivered with full tank and must be returned same. If not GW car rental will charge Fuel and additional admin charges of N\$ 500.
21. Renter acknowledges that this is a non-smoking vehicle and in event of violation of the condition damages may be charged.
22. Continuous over speeding with vehicle can be fined by renter. Over speed duration more than 15min and more that 20km/h over limit. Fines up to N\$2500 per offence.
23. In the event of breach on the above agreement renter will be liable for a fine of up to N\$ 25 000 plus any damages to vehicle and any other damaged caused directly by breach of this agreement.

Insurance Cover

Option 1 [] Option 2 [] Option 3 []

Thus done and signed by the LESSOR at..... this day of.....

.....

SIGNATURE OF LESSOR

Thus done and signed by the RENTER at this day of

.....

SIGNATURE OF RENTER