



CAR RENTAL AGREEMENTS

This Car Rental Agreement (“Agreement”) is made by and between Go Camp Maui LLC and (“Renter”), collectively (“the Parties”) and outlines the respective rights and obligations of the Parties relating to the rental of the car (“Rental Vehicle”).

1. Vehicle: The Company hereby agrees to rent the following vehicle to the Renter:

Make and Model: Honda Element Year: License Plate: Color:

2. Terms of Rental Agreement: The term of this Car Rental Agreement runs from the date of vehicle pick-up as indicated below until the return of the Rental Vehicle to the Company, or Company representative, and completion of all terms on this agreement.

Pick-up date: Drop-off date:

Drop-off is anytime before noon on the return date. Returns after 12:15pm incur a full day rental penalty of no more than \$300. The Parties may extend the term of the rental by mutual consent.

3. Rental Rate: The Renter agrees to pay a base rate of \$ day.

Additional fees apply if rental vehicle is returned with less than a full tank. Renter will be charged at a rate of \$5.45/gal with a service fee of \$35.

Additional fees apply for rental vehicles returned with significant damage to brakes and rotors. Low gear must be used when operating the rental vehicle down Haleakala. Replacement of brakes, rotors and any related damage will be at the expense of the Renter including any loss from rental income due to downtime for repairs.

4. Security Deposit: The Renter agrees to provide a Security Deposit to the Company in the amount of \$500 to secure the reservation of the Rental Vehicle and to be used in the event of loss or damage to the Rental Vehicle during the term of this agreement.

In the event of damage to the Rental Vehicle the Company may apply the Security Deposit to cover the costs of any necessary repairs, parts replacements, additional cleaning costs, or the cost to refuel. If the cost exceeds the amount of the Security Deposit the Renter will be responsible for payment to the Company for the balance.

The Security Deposit shall be refunded within 48 hours of the Drop-off Date provided no deductions are made.

5. Insurance: Renter must provide the Company with proof of insurance that would cover damage to the Rental Vehicle, personal injury to the Renter, passengers in the Rental Vehicle, and any other persons or property. If the Rental Vehicle is damaged or destroyed while in the possession of Renter, Renter agrees to pay any required insurance deductible as well as assign all rights to collect insurance proceeds to the Company.

6. Restrictions: Renter must provide a valid and current Driver's License and agrees not to allow any other person to drive the Rental Vehicle except for authorized drivers listed and approved by the Company.

Renter agrees to use the Rental Vehicle only for personal use and only on properly maintained roads and parking lots. Renter further agrees to follow all city, county, state, and government laws regarding use and operation of the Rental Vehicle.

Renter agrees to only use the Rental Vehicle on Maui and cannot be taken to: (SEE #13) for 4 Non-Permitted Areas to Drive.

7. Cleaning Fee: Renters shall be liable for extra cleaning charges to be deducted from the security deposit if Rental Vehicle is left excessively dirty.

8. No Smoking: Smoking is NOT allowed in Rental Vehicle. Violation will result in a loss of the full Security Deposit not to exceed \$500.

9. Tickets & Violations: Renter will pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle. If a ticket is found owing after the vehicle is returned a processing fee of \$150 will be applied to the amount of the ticket.

10. Release of Liability: The Renter agrees to hold harmless, indemnify, and release the Company and their representatives for any damages, injuries, property loss, death, legal actions, and lawsuits including reasonable attorneys' fees due to Renter's use of Rental Vehicle during the term of this Agreement, including but not limited to, damage to the Rental Vehicle, damage to the property of others, injury to Renter, and injury to others. This provision survives the termination of this Agreement.

The Renter has had the opportunity to inspect the vehicle before the renting term begins and confirms that it is in good operable condition. The Company is not responsible for any accidents, injuries or illness that occurs during the rental term of the Rental Vehicle. The Company is not responsible for the loss of personal belongings or valuables of Renter or Renter's passengers. By accepting this reservation, it is agreed that Renter and all passengers are expressly assuming the risk of any harm arising from use of the Rental Vehicle.

11. Arbitration: Renter agrees to waive the right to pursue any legal remedy other than Binding Arbitration. Venue for any proceeding is the County of Maui; State of Hawaii and Hawaii law governs any proceedings hereunder.

12. Cancellation Policy: No refunds are available for any reason.

13. Areas and Roads NOT Permitted for use with the Rental Vehicle. These roads are not maintained and considered off-roading which will result in damage to the vehicle. Renter agrees to not drive the Rental Vehicle on the following Roads. Violation will result in the loss of the full Security Deposit not to exceed \$500 and possible void of Rental Agreement and early Return of the vehicle.

1. Hahana Rd, Haiku aka The Road to Jaws.
2. Poli Poli Park, Waipoli Rd.; Past the Lavender Farm.
3. West Maui Loop, Kahekili Hwy; the section between Nakalele Blowhole and Waihee Ridge.
4. The Gravel Road between Kipahulu Campground, Hana Hwy and Nu'u Bay, Pi'ilani Hwy.
The section also known as "the Backside" approximately 16miles of unpaved roads.

By signing below, I am agreeing to the terms of this Car Rental Agreement.

14. GPS system : Any attempts to tamper with, disconnect or remove the GPS system from the vehicle will result in immediate confiscation of your Rental Vehicle and loss of your entire deposit not to exceed \$500.

15. It is illegal to sleep in your Rental Vehicle between the hours of 6pm-6am if not parked at a campsite that you have reserved and paid for. If you do not stay at campsites for each night of your trip you will lose your full Security Deposit.

Signature: _____X

Date: _____X

Name (Print): _____X

DL #: _____x

Additional Drivers (We will need copies of Driver's License & Insurance for each driver):

Signature: _____

Date: _____

Name (Print): _____

DL #: _____