

Terms & Conditions

DEFINITIONS

Vehicle - The vehicle to be rented whose particulars are listed on the overleaf of this Vehicle Rental Agreement is hereinafter referred to as the "Vehicle".

Renter – The individual or company representative whose signature appears on the overleaf of this Vehicle Rental Agreement and who will rent the Vehicle is hereinafter referred to as the "Renter".

GENERAL TERMS & CONDITIONS

These are the General Terms & Conditions of EVO CARS RENTAL L.L.C. (hereinafter referred to as "EVO"). EVO hereby rents the Vehicle subject to all of the following provisions and conditions and by the Renter's signature overleaf in this Vehicle Rental Agreement, the Renter acknowledges and agrees that he/she is bound by all such provisions and conditions.

- 1. Rental Rates: Daily Rental rates are based on a 24-hour "rental day" starting at the time of rental. The minimum charge is one day, plus extra kms, if applicable. The Renter will pay for each hour and/or any part of an hour in excess of a rental day until the Vehicle is returned, up to the applicable daily rate. Extra km charges, if applicable, will be the number of kilometers driven as determined by the odometer readings at the beginning and end of the rental. The Renter may be charged an additional daily late fee or a per rental early return fee if the Renter does not return the Vehicle on the time and date due. Weekend, Weekly and Monthly Rates often reflect a savings over daily rates: however, returning a weekend or weekly rental early may not result in a proportionate refund. Additional days beyond the weekend or weekly rate plan may be charged at the extra day rate published on the Vehicle Rental Agreement.
- 2. Delivery and Return: The Vehicle is delivered to the Renter in good overall condition and without any apparent defects. Any complaints as to the Vehicle's condition must be made to EVO immediately on delivery. The Renter agree to return the Vehicle with all documents and accessories and in the same condition to EVO as at the time of delivery and on the date designated in this Vehicle Rental Agreement. EVO reserves the right to repossess the Vehicle at any time upon demand at the Renter's expense if the Vehicle is used in violation of this Vehicle Rental agreement.
- 3. Conditions of Use: (1) The Rental will not use the Vehicle for off road driving, motor sports, rallying, towing or any activities that may damage the Vehicle. The Renter is responsible for any damage to the Vehicle due to any misuse (2) The Vehicle will not be used for transportation of any illegal substances (alcohol, drugs etc.) or to transport merchandise or to transport passengers for hire or to participate in any other illegal act. In case of fines or confiscation of the Vehicle, the Renter is responsible for payment of all damages to EVO, including full value of the vehicle, fine, and claims of passengers, third party claims and loss of income or loss of rental (3) The Renter will observe the traffic rules and regulations and will be liable to pay for penalties arising from any traffic offences.

- 4. Driving Age: The minimum age to rent or drive an EVO Vehicle in the United Arab Emirates is 21 years of age.
- 5. Authorized Drivers: An EVO vehicle may be driven only by an Authorized Driver. An Authorized Driver is the Renter and any additional person who appears at the time of rental, and signs the Vehicle Rental Agreement. All Authorized Drivers warrant they satisfy our age requirements, have a valid driver's license, and fulfill our other qualifications. No other persons are authorized to drive the Vehicle.
- 6. Credit Qualifications/requirements: To qualify to rent an EVO vehicle, the Renter must present at the time of rental a major credit card in their own name with available credit. A hold will be placed on the credit card for the estimated amount of the rental plus 15% or a minimum amount, whichever is greater, as determined by EVO employees or representatives. The hold will be removed 14 days after the end of the rental (when the final charges are settled).
- 7. Fuel Policy: The Renter must return the Vehicle with the same amount of fuel as that recorded in the Vehicle Check Report when the Vehicle was first taken out. There is no credit or refund given for any extra fuel in the tank at the end of the rental.
- 8. Geographic Limitations: The Renter and any Authorized Drivers are restricted to drive the Vehicle within the borders of the United Arab Emirates only. The Vehicle is prohibited from leaving the UAE and no insurance coverage applies outside the UAE.
- 9. Driver Licenses: A Renter or any additional Authorized Driver must present at the time of rental, a driver's license issued by an accepted government authority that has been held for at least one year.
- 10. Insurance: EVO provides insurance coverage for Renters and Authorized Drivers using the Vehicle with its permission (and not otherwise) in accordance with an automobile liability insurance policy.
- 11. Indemnity: The Renter will indemnify and hold harmless EVO, its employees and agents from and against any loss, liability and expense arising directly or indirectly from (1) Any breach of the terms of this Vehicle Rental Agreement by the Renter (2) Loss of or damage to the Vehicle (3) Loss of or damage to Renter's property left in the Vehicle or for loss or inconvenience resulting from delivery delays, breakdown or any cause beyond the control of EVO.
- 12. Loss or Damage & Excess Insurance: The Renter and any Authorized Driver are absolutely liable for any loss or damage to the Vehicle, whether due to theft, fire, hail, flood, collision, vandalism, or any other cause. This liability will be borne by the Renter as follows: (1) In case of Partial Loss or damage to the vehicle as determined by the insurance company of EVO and if the Renter is deemed to be at fault, the Renter will be liable to pay the Excess Insurance Amount indicated on the overleaf of this vehicle Rental Agreement in addition to a five day rental as per this Vehicle Rental Agreement (2) In case of Total Loss or damage to the vehicle as determined by the insurance company or EVO and if the Renter is deemed to be at fault, the Renter will be liable to pay an excess

amount of 25% of the full replacement value of the Vehicle. In addition to the above, the Renter will also be liable to pay the following Additional costs:

- Actual towing and storage charges;
 - Loss of use;
 - Diminution in value, regardless of whether the Vehicle is repaired or not;
 - All rental charges through the date the Renter reports the incident if not returnable or the return date, whichever is later;
 - Any out-of-pocket expenses incurred by EVO as a result of the loss or damage the Vehicle including court costs and legal fees;
 - A reasonable administrative fee, and
 - Pro-rata license plate fees, all as allowed by law.
- 13. No Insurance coverage in the following circumstances: The Renter must take notice that no insurance coverage will apply in the following circumstances:
- The Renter or Authorized Driver, during the period of the rental subleases the Vehicle without the consent of EVO.
 - The Renter or Authorized Driver is under the influence of alcohol or drugs at the time an accident.
 - The Vehicle is driven by an unauthorized driver.
 - The Vehicle is driven outside the United Arab Emirates.

In the above cases where no insurance coverage applies, the Renter is liable to pay 100% of the loss or damage to the Vehicle, including all third party claims and items listed in 12(i), 12(ii), 12(iii), 12(iv), 12(v), 12(vi), and 12(vii).

- 14. Third Party Liability Claims: The Renter shall indemnify and hold harmless EVO, its employees and agents from and against any loss liability and expense arising directly or indirectly from any third party claims of personal injury, death and property damage caused or arising from the use and operation of the EVO Vehicle during the rental. The Renter and/or additional Authorized Driver is primarily responsible for all third party claims of personal injury, including death, and property damage caused or arising from the used and operation of the EVO Vehicle during the rental.
- 15. Other Charges and fees: (1) The Renter will pay to EVO all costs including reasonable legal fees, incurred in collecting payments due from the Renter under this Vehicle Rental Agreement (2) The Renter will pay any fines, penalties, court costs or other expenses, imposed on EVO by law arising from the use of the Vehicle while on rental to the Renter unless due to fault of EVO, but this shall not relieve the Renter or any other person of direct responsibility to any government authority for his own unlawful conduct.
- 16. Procedure to follow in case of accident/theft: In case of an accident (with or without damage to the Vehicle), in case of theft of the vehicle or parts of it or in case of any personal injuries the following procedures should be used: (1) the Police must be called to the scene of the event and the Renter must insist on obtaining a Police Report. (2) The Renter must secure all date of all the other parties as well as details of any witnesses in order to complete the said accident report (3) Under no circumstances, will the Renter accept any claims by third parties (4) The Renter is obliged to assist EVO and/or its

insurance company in all claims or legal affairs in connection with any loss or damage (5)
In case of damage to the Vehicle, no repairs will be carried out on the Vehicle without the prior approval of EVO.

- 17. Payment of charges and fees: The Renter will pay on demand any charges or fees due to EVO under the terms and conditions of this Vehicle Rental Agreement.
- 18. Debit of Renter's credit card: The Renter allows EVO to debit the Renter's credit card account for any charges incurred under the terms of this Vehicle Rental Agreement.
- 19. Personal Data: The Renter acknowledges that personnel related data in this Vehicle Rental Agreement can be communicated to third parties, especially for credit protection purposes.
- 20. Jurisdiction: This Vehicle Rental Agreement shall in all respects be governed by and be construed and interpreted and take effect in accordance with the law of the United Arab Emirates applicable to the Emirate where it is executed.

Driver's License

Following license requirement as per RTA (Roads and Transport Authority)

If the renter is on a visit visa then he/she must have either an International Drivers Permit or UAE temporary license which must be accompanied by their local license. If the renter is on resident visa then he/she must have a UAE License which must be accompanied by his/her local license from the country of origin.

Passport Information

Renters must present a valid passport in at the time of rental, as proof of Identification. A copy will be retained by EVO Cars Rental.

Method of Payment

Credit Card - A credit card in the main driver's name is required for booking the vehicle. At the time of rental an authorization is obtained on your credit card based on the estimated rental charges and excess. Cash - Cash as a form of payment is only accepted at the end of rental. At the beginning of rental a credit card is required for the deposit.