

SAK'S RENTAL - Terms and Conditions

Please read carefully before signing

1. The Rental Agreement. These rental terms and conditions meaning the rental document you receive when you are given access to the car you are renting (the "Rental Contract") and any additional agreement signed by you, any documents or agreements (or links to on-line documents or agreements) sent to you electronically in connection with your rental, the Privacy Notice, and the return receipt or record (the "Rental Receipt") with computed rental charges together constitute the "Rental Agreement" between yourself and SAK's Rental.

2. Your Rental. You rent from SAK's Rental the car described on the Rental Contract, which rental is solely a transfer of possession and not of ownership. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You" and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to SAK's Rental. You also agree that you are not our agent for any purpose; and that you cannot assign, delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

3. Changes. Any change in the Rental Agreement or our rights must be in writing and signed by an authorized SAK's Rental employee. You further agree that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the SAK's Rental social media account. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the social media page, which date will be indicated therein, without any requirement by you to sign the changed Terms and Conditions. Changes to these Terms and Conditions will be posted as they occur on the social media page and will govern all rentals commencing after posting even if the terms provided at time of reserving the rental car are different.

4. Meaning of Car. The word "car" in the Rental Agreement means the vehicle rented to you or its replacement and includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by SAK's Rental with the vehicle and separately rented to you by SAK's Rental unless otherwise explicitly specified in the Rental Agreement.

5. Who May Drive The Car. You represent to SAK's Rental that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to each rental; and that we may in our sole discretion refuse to rent to you if your license is not in good standing. We reserve the right to deny rentals based upon (i) information about your license status, (ii) authenticity of your driver's license or other credentials, (iii) the inability to verify your identity or payment methods, (iv) your driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credential that we believe to be reliable. We reserve the right to validate your driving credentials and license good standing periodically without notice to you except as required by law. Any person other than you or a Permitted Driver that operates the car must sign an additional driver form at the time of the rental. We may charge for each additional driver authorized to drive the car, which will be specified on the Rental Contract. You acknowledge that you will remain financially responsible under the Rental Agreement at all times, even if the car is operated by a Permitted Driver or someone other than yourself.

6. Return of the Car. You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Rental Contract. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may be charged a late return fee. You may not return the car outside of the return location's operating hours unless specifically allowed by that location. If you do, your responsibility for damage to or loss of the car will continue and all charges stated on the Rental Contract as a periodic rate will continue to accrue until the return location reopens and we process the return of the car. Operating hours vary by location. If we do not find the car when that location opens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered. If you wish to extend any rental you must contact us at 779 4612 or use a method we approve to request the extension before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If you do not return the car to the location specified in the Rental Agreement, as and when required under the Rental Agreement, you may be subject to criminal penalties. If we do grant an extension, a different or higher rate may be applied to the extension period and a service fee may apply.

7. Where you will return the Car. The car must be returned to the agreed return location as specified on the Rental Contract. If return is indicated to a location other than the location where your rental commences, you may have to pay a one-way service fee. If you return the car to a different location from the agreed return location without our permission, you agree to pay an unauthorized return location fee specified by us.

8. Rental Charges. You will pay a set rate agreed upon and the period you rent the car at the rate indicated on the Rental Contract, or your applicable corporate rate. Unless otherwise indicated on the Rental Contract, the minimum charge is one day (24 hours), unless "calendar day" is indicated on the Rental Contract, plus additional fees. The daily charge applies to consecutive 24 hour periods starting at the hour and minute the rental begins or,

if a calendar day is specified on the Rental Contract, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental occurs. If you fail to comply with any conditions for special rates specified on the Rental Contract our otherwise applicable rates will be charged. You will pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges.

a) You will also pay a reasonable fee for cleaning the car's interior upon return if any stains; dirt, odour, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.

b) If the key(s) or key fob(s) are not returned with the car, you may be charged additional fees.

c) We maintain a **non-smoking** fleet, including a prohibition on the use of e-cigarettes in the car. You will pay an additional charge if you return the car and it smells or is soiled from smoke or cigarette vapour.

d) You and any third party, to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.

e) SAK's Rental makes every effort to ensure that all prices and descriptions quoted on its social media page, website, or elsewhere are correct and accurate. However, in the case of a manifest error or omission, SAK's Rental reserves the right to rescind the Rental Agreement, even if we have already accepted your reservation and/or received your payment. Our liability in that event will be limited to the return of any money that you have paid with respect to the reservation. In the case of a manifest error in which we permit you to keep your reservation, we reserve the right to require that you pay the difference between the quoted price and the correct price, as confirmed in writing by SAK's Rental after the manifest error has been discovered. A "manifest error", as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by SAK's Rental which is more than 15% less than the price that would have been quoted had the mistake not been made.

9. Damage to/Loss of the Car. If the car is lost or damaged as a direct or indirect result of a violation of any law or damaged because of an act of nature, you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds, as otherwise required by law. You will pay the greater of the car's retail fair market value or its value on our books of account (also known as depreciated book value) before theft or, in the case of damage, the sales proceeds. Depreciated book value may be higher than retail fair market value. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered, you will pay us the car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you will contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the law covering this rental requires conditions that are different from the terms of the Rental Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental.

10. Prohibited Use of the Car. Certain uses of the car and other actions you or a driver may take, or fail to take, will violate the Rental Agreement.

A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO INSURANCE. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.

It is a violation of this Paragraph if any of the following occurs:

- You use or permit the car to be used:
- by anyone other than an authorized driver, as defined in paragraph 5 to carry passengers or property for hire or more passengers than the car has seat belts to carry;
- to tow or push anything;
- to be operated in a test, race or contest or on unpaved roads;
- while the driver is under the influence of alcohol, any controlled substance, including without limitation, any federally controlled substance listed as illegal under the Samoa Crimes Act 2013 or medications that affect vehicle operation and/or constitute driving while impaired under applicable law;
- for conduct that could be charged as a crime such as a felony or misdemeanour, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking;

- recklessly or while overloaded; or
- **Driving or operating this car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.**

11. Fines, Expenses, Costs and Administrative Fees. You will pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, and other violations, including charges incurred because of your rental. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

In the event we use a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, if the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

You agree to indemnify and hold us and any other agent we authorize harmless for any such tickets, citations, fines, penalties, interest, and administrative fees.

12. Liability Protection. Anyone driving the car who is permitted to drive it by the Rental Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the authorized driver and/or the renter up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where applicable law extends this protection to a non-Permitted Driver, the same limits will apply.

Except where required by law to be primary or excess, any protection provided by us shall be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way. If this protection is extended by operation of law to anyone not permitted by the Rental Agreement to drive the car, or to any person or instance where coverage is not intended to be afforded by the Rental Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply.

You agree that we can provide coverage under a certificate of self-insurance or an insurance policy, or both, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand, that unless required by applicable law, we will not provide **(a)** coverage for fines, penalties, punitive or exemplary damages; **(b)** coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family related by blood, marriage or adoption residing with you or them; or the driver's family, or to a fellow employee arising out of or in the course of employment; **(c)** defence against any claim, unless we are required to provide primary protection, but in such event not after the applicable limits of protection that we furnish are tendered; **(d)** supplementary no fault, no compulsory uninsured or under-insured motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverage's to the extent permitted by law. Where any of these coverages are required or implied by law, the limits will be the minimum required under the applicable statute. Where permitted by law, you are rejecting uninsured or underinsured motorists and all optional automobile insurance coverage and under any policy of insurance or certificate of self-insurance in connection with the Rental Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages.

13. Indemnification and Waiver. You shall defend, indemnify, and hold us harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the car by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses.

YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.

You agree that if the rental takes place at a location operated by a SAK's Rental, any claim by you, including one that alleges unfair, deceptive, or unconscionable conduct, your sole right, and remedy is against that SAK's Rental or any of its affiliated businesses.

14. Repossessing the Car. We can repossess the car at any time in our sole discretion for reasons that include, but are not limited to the following: the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the car or affecting the car's operation. If the car is

repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car.

15. Property in the Car. We are not responsible for loss of, theft, or damage to any property in or on the car, in any service vehicle, our premises, or received or handled by us, regardless of who is at fault. You will be responsible to us for claims by others for loss or damage caused by your property.

16. Cooperation. You agree to cooperate and coordinate with SAK's Rental generally and to take any actions SAK's Rental reasonably requests in connection with (i) this Rental Agreement, (ii) your use and return of the car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Rental Agreement or your use of the car, including without limitation, execution and delivery of any documents SAK's Rental reasonably requests, giving testimony under oath, and taking any other actions SAK's Rental reasonably requests related to this Rental Agreement or your car rental.

17. How do I report a claim?

If you are involved in an accident, you must contact us by phone and complete an accident report and deliver it to the SAK's Rental location or email us on saksrental.samoa@gmail.com

SAK's Rental, herein called the OWNER, hereby rents to the undersigned customer the vehicle described above, subject to all the **Rental terms and conditions** contained in consideration whereof, the Customer acknowledges and agrees.

Full Name:	
Customer Signature:	
Date:	