



KALAHARI CAR HIRE

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Unit 50, Hyper Motor City, Southern Industrial
P.O. Box 81469 | Windhoek | Namibia
VAT # 10089547-01-5 | CC/2019/00077

RENTAL AGREEMENT

Details Renter:

Name: _____

Date of Birth: _____

Passport No.: _____

Tel./WhatsApp: _____

Home Address: _____

Email: _____

Additional Drivers:

Driver 1: _____

License No.: _____ Passport No.: _____

Driver 2: _____

License No.: _____ Passport No.: _____

Driver 3: _____

License No.: _____ Passport No.: _____

Credit Card Details:

Holder Name: _____

No.: _____

Expiry Date: _____ CVV: _____

Type: _____

I confirm that the above credit card is mine and I was present at the time of signing this contract. I understand and accept that by signing, I take full responsibility for the costs of all damages for which I am liable, as stipulated in the conditions and terms of this contract. I further agree that my signature below will constitute authority to debit my nominated credit card for the total amount due, including my full liability for the damages incurred.

Signature Renter: _____

Border Crossing Authorization:

Authorization to drive the vehicle in Republic of South Africa, Botswana, Zambia, Zimbabwe, Lesotho, Kingdom of Eswatini:

Signature Renter: _____ Signature Lessor: _____

Vehicle Description:

Vehicle Type: _____

Registration: _____

Engine No.: _____ License Disc checked?: Yes / No

Tyres Front Left _____ Tyres Front Right _____

Tyres Rear Left _____ Tyres Rear Right _____

Tyres Spare Top _____ Tyres Spare Below _____

Recommended Tyre Pressure Front: _____ Rear: _____

Note!: Don't pump or flatten tyres unless punctured!

RENTAL AGREEMENT TO BE READ IN CONJUNCTION WITH ANNEXURE 1: KCH TERMS AND CONDITIONS AND ANNEXURE 2: VEHICLE CONDITION

STRICTLY DO NOT DRIVE: before 6:30 am and after 17:30pm; **through water deeper than 30cm;** through any saltwater; through sandstorms; on unregistered roads (roads with no road number starting with C,B,D); along or through river beds, dunes, beaches; over Van Zyl's Pass, to Sandwich Harbour. **DO NOT EVER:** exceed 40km/h whilst in 4x4; engage 4x4 whilst vehicle is moving; exceed 80km/h on gravel roads; leave car unguarded when parking or in case of break-down/ accident. **IMPORTANT:** Engage 4x4 in time to prevent clutch damage, check vehicle after getting stuck, check gauges/ vehicle user interface regularly. **FINE:** N\$ 1000 when smoking in car, not reporting an incident or defect irrespective of excess chosen!

All vehicles to be returned by 16:00 - N\$500 fine/ hour or part thereof.

Rental Description: (to be read in conjunction with KCH Rate sheet)

Rental Start: _____ Total Days: _____

Rental End: _____ Transfer Required: Yes /No

Vehicle Type: _____ Time & Flight: _____

Equipment includes: 2 spare tyres, standard tools, auto emergency kit, towing rope, jumper leads, shovel, water can, tracking system, fridge slide.

Camping Option: _____

Equipment includes: roof tents, gas cookers, Engel fridge, chairs, table, cooking Utensils, pots, kettle, crockery and cutlery contained in storage boxes.

Extras: _____ Extras: _____

Extras: _____ Extras: _____

Extras: _____ Extras: _____

Note! The Renter undertakes to return the vehicle and camping equipment (if any) in the same condition as received, fair wear and tear expected. Deep scratches, Burnt pots and pans, Deep cosmetic cuts are not accepted! Camping equipment is not covered by any insurance option and has to be replaced in case of loss, theft, accident, irrelevant of excess chosen.

Excess/ Insurance:

Excess Option: 00 - Full Excess payable
01 - Half Excess Payable (from 1 rental days)
02 - Zero Excess Payable* (from 11 rental days)
03 - Zero Excess Payable* (from 1 rental days)
04 - Tyre & Glass Cover (from 11 rental days)

Excess Payable: N\$ _____

***Important Note: Fully comprehensive Insurance Options are not offered by KCH. It is important to note that irrespective of any standard or reduced excess option selected, in the case of negligence and/or failure to comply with traffic regulations and KCH Terms and Conditions, the Renter will be responsible for the ENTIRE amount to repair and/ or replace the vehicle. A comprehensive list of all items not covered are contained in ANNEXURE 1: KCH TERMS AND CONDITIONS.**

By signing below, I agree that I have read and understood all Terms and Conditions relating to the reduced excess inclusions and exclusions. Should the vehicle be stolen or highjacked, an additional excess portion of N\$ 3 000 is payable by the renter.

Signature Renter: _____ Signature Lessor: _____

NB! Damages, accidents and defects must be reported to KCH within 24 hours and police report obtained in case of accident or theft. Failure to do so may result in fine of N\$ 1000, and/ or cancellation of insurance cover, including but not limited to tyre puncture, driving through potholes, getting stuck. *The Renter will not hold Kalahari Car Hire responsible for any deaths or bodily injury - to the renter, the passengers, and/or any third party - caused and/or sustained during the period of the rental agreement.*

Damages to the clutch and/or undercarriage, and damages resulting from negligent behavior, breach of traffic rules or breach of rental terms are not covered by any insurance options.

Transport and replacement of tyres and any camping equipment is not covered. There will be a surcharge for extremely dirty vehicles and camping equipment as well as any transport to, and of the vehicle out of remote areas.

I, the undersigned (herein described as the "Renter") agree to rent from Kalahari Car Hire CC (the "Lessor or "KCH") the motor vehicle (herein called the "Vehicle") which shall include (but is not limited to) all tyres, accessories, and camping equipment (if any) the vehicle is equipped with for the contract period. I have read the terms and conditions contained herein, and the Annexure 1: Kalahari Car Hire Terms and Conditions, and I agree that the said terms, conditions, and particulars shall constitute a binding agreement between myself and Kalahari Car Hire CC. **In case of an accident or serious damages to the vehicle, this contract will expire and no refunds will be given.**

Signature Renter: _____ Signature Lessor: _____

that make of rental vehicle and/or the assessment of any Independent Assessing Services/Loss Adjuster, even when the "Accident/ Claims Report" has not been signed by the Renter for whatsoever possible reason (dispute, unattended vehicle return, etc)

10. AGREEMENT TO FURNISH SECURITY

10.1 In the event of a collision or accident the Renter agrees that as soon as the damages to the vehicle have been assessed and confirmed by an Independent Loss Adjustor / Independent Assessing Service or Official Dealer in the manner provided for in this agreement the Renter shall, within 24 hours, furnish KCH with either one of the following:

- 10.1.1 Proof of an asset owned by the Renter and located in the jurisdiction of Namibia with a net worth of not less than the assessed damages of the vehicle; or
- 10.1.2 Transfer of an amount of money into a trust bank account designated by KCH equal to the assessed damages of the vehicle;

10.2 The Renter agrees that:

10.2.1 any asset/s identified by the Renter in terms of clause 10.1 of this agreement shall immediately be placed in the possession of KCH and shall remain in possession of KCH; and
 10.2.2 any amount of money transferred to KCH by the Renter shall remain invested in the trust account designated for that purpose until such time a court of competent jurisdiction, including any appeal to a higher court, has decided on the liability of the Renter for the damages suffered by KCH as a result of the collision or accident. Should such a court find that the Renter is liable to pay the damages to KCH the asset/s or monies shall serve as security for the recovery and satiation of these damages.

10.3 And any failure by the Renter to perform either of the obligations set out in paragraphs 10.2.1 or 10.2.2 hereof shall be understood to mean that the Renter does not have sufficient realisable assets in Namibia to satisfy any claim for damages resulting from the accident or collision. In the event that the Renter does not have such assets, the Renter herewith agrees:

- 10.3.1 that the amount of damages so assessed shall constitute prima facie proof of the amount of damages suffered by KCH as a result of the accident/ collision; and
- 10.3.2 The Renter irrevocably consents to KCH debiting from the credit card (Visa or Master) an amount of money equal to the amount of damages suffered by KCH as so assessed upon KCH furnishing the applicable bank with proof of the assessed damages and this agreement.

11. CONDITIONS OF HIRE

11.1 KCH reserves the right to replace the vehicle/s with a similar vehicle in the event the original vehicle become immobilised. The Renter shall be liable for fuel usage and stamp duty and for all extras requested by international or local authorities

11.2 KCH speed regulations:

- 11.2.1 within all city/ urban limits and in National Parks: maximum 60 km/hr.
- 11.2.2 all gravel roads: maximum 80 km/hr (KCH speed regulations do overrule road signs indicating 100 km/hr).
- 11.2.3 all tarred roads: maximum 120 km/hr.

I, the undersigned (herein described as the "Renter") have read and understood ANNEXURE 1: KALAHARI CAR HIRE TERMS AND CONDITIONS

Date: _____

Signature Renter: _____

Renter Name (in print): _____

TECHNICAL ASSISTANCE & RISK:

WITHIN NAMIBIA:

Areas with no or limited back-up, where technical back-up cannot be arranged within 24 hours:

Kaokoland, Khaudom, Bushmanland, Caprivi, and any other "outlying" or hard to reach areas.

Off-road driving (any unregistered road), Kaokoland, Khaudom NP:

On complete own responsibility. The Renter is liable for all costs resulting from damages (including damages from getting stuck), tow-ins, breakdowns, transfers, and repairs (repair cost in case of a mechanical breakdown will be covered).

Strictly not allowed:

Dune Driving (irrelevant where) and van Zyl's Pass. (No backup at all will be provided. The Renter is liable for all costs resulting from damages, tow-ins, breakdowns, transfers, and repairs.)

OUTSIDE NAMIBIA:

All areas outside of Namibia have no or limited back-up, meaning technical back-up cannot be arranged within 24 hours.

Enter on complete own responsibility:

Botswana National Parks and surrounding areas, e.g. Chobe NP, Moremi NP, Central Kalahari NP, Kgalagadi NP, Nxai Pan NP, Madgadikdagi NP, Khutse GR. Back up can be provided through third parties only.

The Renter is liable for all costs resulting from damages, tow-ins, breakdowns, transfers, and repairs.

Repair cost in case of a mechanical breakdown will be covered, but tow-in costs from place of break-down to closest town in Namibia will be for renter to pay.

I, the undersigned (herein described as the "Renter") have read and understood the above with regard to Technical Assistance & Risk.

Signature Renter: _____

ANNEXURE 2: VEHICLE CONDITION

General Information:

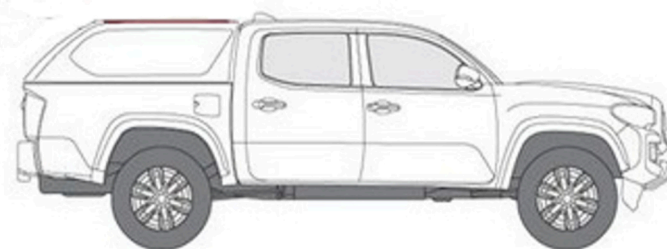
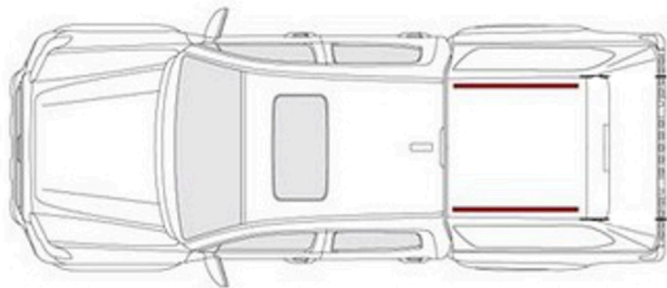
Registration: _____

Kilometers: _____

Vehicle Status - Rental Start:

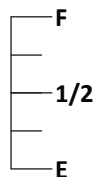
Mark damages with the following:

- D - Dents
- C - Chips
- X - Other
- S - Scratches
- R - Rust



Notes/ Remarks:

Fuel Level - Rental Start:



By signing below, I agree that I have checked and noted all existing dents, damages and scratches on the exterior of the vehicle as well as the windscreen and the interior of the vehicle. I agree to take full responsibility in returning the vehicle in the same status, fair wear and tear expected:

Checked: Yes /No Initial: _____

CAMPING:

By signing below, I agree that I have checked and noted all camping equipment and the operations of the tents and/or fridge/freezer were explained to me and I fully understand these. I agree to take full responsibility in returning the camping equipment in the same status, fair wear and tear expected:

Checked: Yes /No Initial: _____