

## Terms and conditions of Fun Toys Arubiana:

- Signing this document, the renter confirms that he/she is fully informed and aware that **the rented vehicle does not have any additional CDW**: Collision damage waiver and renter is fully responsible for the vehicle. The renter is fully aware that **this vehicle is insured with the 3rd part liability insurance** which is required by the Aruban Law. The 3rd party liability insurance is only valid if the authorized renter is driving and has an accident on asphalt or public roads. If any underage driver or unauthorized driver, drives the vehicle (UTV, ATV or SCOOTER) then the 3rd party liability insurance will not cover for any of the damages on any of the vehicles involved in any accident. The authorized renter will be held responsible for the damages done to the 3rd party's property as well as the vehicle rented at Fun Toys Arubiana & Corp vehicle.
- **In the case of accidents, the Office at Fun toys Arubiana N.V., Police & Insurance department must be called.**
- In the case of an accident that involves the property of a 3<sup>rd</sup> party, and the police gives the renter the fault of the accident, the renter must pay the deductible of USD\$300 which will activate the insurance to fix the damages done to the 3<sup>rd</sup> parties property. The rented UTV ATV or Scooter is still the responsibility of the renter thus must be paid in full as well. The payment must be done before leaving Aruba. If not, renter should be aware that not making the payment of the new damages or Deductible for fixing the 3<sup>rd</sup> parties property is against the law and police and/ or lawyers will be called to farther assess the situation.
- If the renter moves the vehicle before the police or the insurance department gets to the accident area the renter must understand that he/she can and will be held accountable for all the damages done to the 3<sup>rd</sup> parties' vehicle or property as well as the rented vehicle from Fun Toys Arubiana N.V.
- If the renter does not have the physical driver's license the insurance company will not cover any damages of any party which means that the renter will be solely responsible for both the rented vehicle at Fun Toys Arubiana N.V. as well as the 3<sup>rd</sup> parties' property, may it be, car, fence, house. (Any property with value to the owner) as well as bodily injuries. Renter has been informed and is now fully aware that if renter does not have the physical driver's license renter will receive a fine by the Aruban police.
- **You must have one (1) credit card and one (1) driver's license per vehicle in case of group rentals.**
- **Renters may pay with any credit card or cash however for the security deposit we do not accept, Discover, Apple, debit card or any pre-paid type cards.**
- **Arikok National Park has banned the entrance for UTVs and ATVs of all companies since 2019** If you would like to cancel your reservation on the part of not being able to enter the Arikok National Park the deposit will not be refunded.
- Fun Toys Arubiana & Corp cannot be held responsible for the schedule of the Arikok National Park as the Arikok National Park has their own; open, close, national, and international holidays schedule.
- By being insured by the 3rd part liability insurance these ATV, UTV and SCOOTERS are fully street legal.
- You need a valid driver's license for a motorcycle and 23 years old to rent a scooter. You must have a valid driver's license and be over the age of 18 years old to rent a UTV, ATV.
- Fun Toys Arubiana & Corp is open from 8:30am and closes at 4:45pm. Rentals are from 8:00am until 4:45pm in case of road call instruction by the office will be given and depending on the situation will be added as extra time.
- Fun Toys Arubiana & Corp will charge USD\$1 per minute after 4.45pm. After 4.45 pm Fun Toys Arubiana & Corp is not responsible for taking you back to the hotel or Airbnb.
- Fun Toys Arubiana & Corp will not be held responsible in case of Accident with personal or bodily injury while driving the rented vehicle or while doing any activities while not in the vehicle.
- Fun toys Arubiana will not be responsible for lost personal belongings of the renter during the rental of the UTV ATV or SCOOTERS
- By signing the Acknowledgement of responsibility, the renter is authorizing Fun Toys Arubiana & Corp to charge the renters credit card for the full amount of any damages and or loss done to his rented vehicle.
- In the case of an underage driver or no physical driver's license and driving the rented vehicle the rental shall be

terminated without any possibility of a refund and all damages and loss in case of accident will be charged to the account of the authorized renter and credit card holder including damages done to the 3rd parties' property.

- Should there be a case of joyriding, theft, accident or damage the police must be present. Renter must call Fun Toys Arubiana & Corp on the office number given to the Renter +297-737-7788. After the damage has been officially calculated by Fun Toys Arubiana & Corp, Fun Toys Arubiana & Corp can proceed to charge the renter the complete amount of the damages caused by accident or loss.
- In the case of accidents, the rental will be stopped immediately without the possibility of a refund.
- Fun Toys Arubiana as well as all the companies' employees are not allowed to take any victims to the hospital in case of accidents with bodily harm or serious injuries. In this case the ambulance must be present, or the family members may take the injured person to the hospital on their own responsibilities.
- Note that the vehicle parts are more expensive in Aruba since Fun Toys Arubiana & Corp need to import all the ATV, UTV and SCOOTER parts. On the price of the parts there must still be added the shipping Cost as well as the import duties costs
- The acknowledgement of responsibility and all of documents given to the Renter must be signed and filled out correctly. If the renter does not agree to the terms and conditions, the vehicle will not be rented to client.
- Fun Toys Arubiana & Corp will provide a clean vehicle with a full tank of Gasoline to the renter and requires that the renter will return the vehicle with the same Full tank of Gasoline. If in case the renter will run out of Gasoline during the rental period Fun Toys Arubiana & Corp will bring the Gasoline and the renter will only be charged for gasoline purchased to refuel the rented ATV, UTV or SCOOTER The price for the Gasoline is USD\$10 per bar of gasoline. If renter brings back the ATV, UTV or SCOOTER missing gasoline Fun Toys Arubiana & Corp will be charging USD\$10 per missing bar of gasoline.
- The renter should not leave the ATV, UTV or SCOOTER parked with the key in the ignition. Please take the key with you and put it in a small compartment of your bag. If you left the key in the ignition and the vehicle gets stolen Fun Toys Arubiana & Corp will consider this neglect and all the charges will be the sole responsibility of the renter.
- Road call: In case of vehicle break down Fun Toys Arubiana & Corp will assist in 60 minutes or less.
- If Renter tears, cuts the side wall, or drives over cactus or sharp bushes Fun Toys Arubiana & Corp will charge renter for a new tire. Keep in mind our tires are for off-road and highway use. The price of the tire is USD\$220. If renter does not stop driving and destroys the rim keep in mind that the rim is a separate charge of USD\$220.
- The renter will have an additional charge of MAXIMUM USD\$150 if the renter brings back the machine dirty out of the ordinary and require special cleaning supplies. This happens when driving through the swampy areas known as Saliñas on Aruba, by driving in the puddles after a heavy rain, driving in the ocean or the saltwater puddles near the ocean as these damages our ATV, UTV & SCOOTER
- Fun Toys Arubiana & Corp will not be responsible for any fines, towing or tickets while the machine is rented out. The whole number of tickets or towing shall be paid by the renter.
- Renter is not allowed to leave the ATV, UTV or SCOOTER at the site of an accident or road call, If the renter decides to leave the rented vehicle behind any damages or loss of parts or the entire rented vehicle will be charged to the renter's credit card.
- Drinking and driving or driving under the influence of any drugs is a lethal combination. It is prohibited by the Aruban Law to drive while intoxicated or under the influence of any illegal substances. If you make the decision to take any illegal substances all the fines and or damages or loss to the rented vehicle will be the sole responsibility of the renter. In the case of accidents while under the influence of any illegal substances and or alcohol the insurance will not cover any part of the accident and the whole accident including the 3rd party's property will be the sole responsibility of the renter and will be charged of the renter's credit card. Also, the National police will hold the renter responsible, and the renter may have jail time.
- If the renter was involved in any accidents and did not mention or report this to the office at Fun Toys Arubiana, the damages to both parties will be the sole responsibility of the renter.
- Off-roads paths are unpredictable, and the renter must always make sure to be focused. Improper, irresponsible or neglectful driving can cause loss of control, or you may rollover (overturn) the ATV, UTV

or SCOOTER. To avoid these situations, we advise you to turn gradually and while moving adjust the speed in a way that meets the renters driving capabilities. If so that there was any rollover or accident the rental will be terminated immediately.

- Fun Toys Arubiana & Corp offers an application for your phone that will give you a designated path while off-roading, if the renter decides to take a restricted path while driving on the off-road terrain and gets a fine or is involved in any situations whether ordinary or extraordinary, this will be the sole responsibility of the renter of the vehicle. You will be told in the office to not continue passed the Natural Bridge (broken) as this is private property and is as well dangerous for the renter as well as the vehicle. If so that renter does not stop and carries on passing the Natural bridge on the way to the Andicuri beach the renter may pay a fine of up to USD\$300
- The Aruban traffic laws may vary from the country of origin of the renter. Aruba laws are as follows: Roundabouts (traffic Circles); people on the Roundabouts (traffic Circles) have the right of way. Coming to the Roundabouts (traffic Circles) you must yield and give the right of way to the people on the Roundabouts (traffic Circles) if you take 1 lane on the roundabout (traffic circles) do not switch; Absolutely no right turn on red; Speed is in Kilometers and speed on the highway is at the highest 80KM per hour and while driving inside the city limits the speed must remain under 50KM per hours.
- Aruba has laws protecting the very delicate flora and fauna. You must not; Enter the National Park Arikok illegally. Renter can enter the park legally from the main Gates. Do Not Drive in the Dunes or on the white sand beaches. Do not enter in restricted areas of the park. By breaking any of these rules the National Park Arikok and or the National police department will give a fine for any of the above mentioned. Fun Toys Arubiana & Corp will not be held responsible for these fines as the vehicle is rented and the renter will be held fully responsible for the complete amount to be paid to any of the above-mentioned entities.
- Fun Toys Arubiana & Corp does not allow any children under the age of 12 years old to be in our 2-seater UTV or ride on the back seat of the ATV. As well as Fun toys Arubiana does not allow children under the age of 9 years old to sit in the back seat of the 6 seat UTV. If the renter takes any child under the age of 12 years old there will be consequences for this decision as the police will give a fine. Please keep in mind that it is NOT SAFE to drive in a UTV or on the back of the ATV with children under 12 years old as the machine is an open vehicle.
- Fun Toys Arubiana does not allow our scooter to go off-roading. This will severely damage the vehicle. If you decide to take the scooter in the off-roading area renter will be held responsible for all the damages and or tire replacement for the Scooter.
- Fun Toys Arubiana does not encourage or accept neglectful or dangerous behaviors. If our GPS trackers are showing DONUTS or DRIFTING. Or If locals or the Police call us because of these dangerous behaviors the rental shall be terminated without a possibility of refund. DONUTS AND DRIFTING can cause sever bodily injuries as well as mayor damages to our vehicles.
- For the protection of the Fun Toys Arubiana, in case of accident we must hold the amount of USD\$300 in the form of Authorization. The insurance department will take up to 3 to 5 business days to give us the final report. Upon receiving said report we will charge in case of client being at fault and void if client is not at fault.
- For hit and runs, moving of the vehicle or not reporting a crash/ accident we must make an authorization of USD\$5000.

**Renter agrees to the following:**

By signing this document, the renter understands that he/she is responsible for any new damages or loss of any accessories of the rented vehicle such as:

- Lost keys
- Lost license plates
- Lost helmets
- Lost Bungy cords
- Lost or damaged beyond use of the plastic covers of the ATV, UTV or SCOOTERS

- Damaged or destroyed tires.
- Any type of accident, vandalism, or nature catastrophe and any ordinary or extraordinary circumstances.

**UTV, ATV, SCOOTER rental:**

Fun Toys Arubiana declares that we have leased out vehicles and gear in good condition to the customer, the customer declares that he has rented and has received in good condition from Fun Toys Arubiana the rented vehicle.

**With relevance to the present agreement, the Netherlands Antillean and Aruba laws shall be applicable exclusively.**

WITH MY SIGNATURE I ACCEPT ALL THE TERMS AND CONDITIONS. I TAKE FULL RESPONSIBILITY FOR THE ITEMS LISTED IN THIS CONTRACT.

**THE RENTER CONFIRMS THAT HE/SHE HAS READ OUR PRICE LIST AND IS AWARE OF THE CONSEQUENCES IN CASE OF ANY ACCIDENT OR DAMAGE TO THE RENTED VEHICLE.**