



# Rental Vehicle Agreement and Tax Invoice

**Contract No:** \_\_\_\_\_

| Section 1   | Details of Hirer (1) | Part A |
|-------------|----------------------|--------|
| Name        |                      |        |
| Address     |                      |        |
| Country     |                      |        |
| Licence No  | Issued At            |        |
| Expiry Date | Date Of Birth        |        |

| Details of Hirer (2) |               |  |
|----------------------|---------------|--|
| Name                 |               |  |
| Licence No           | Issued At     |  |
| Expiry Date          | Date Of Birth |  |
| Signature:           | _____         |  |

| Details of Hirer (3) |               |  |
|----------------------|---------------|--|
| Name                 |               |  |
| Licence No           | Issued At     |  |
| Expiry Date          | Date Of Birth |  |
| Signature:           | _____         |  |

| Details of Hirer (4) |               |  |
|----------------------|---------------|--|
| Name                 |               |  |
| Licence No           | Issued At     |  |
| Expiry Date          | Date Of Birth |  |
| Signature:           | _____         |  |

| Insurance Acceptance or Rejection, Liabilities and Exclusions  |  |
|--|--|
| By signature, the hirer agrees to pay an additional cost of \$ _____ per day, as shown, in consideration for the owners insurance policy cover as set out in Part B of this agreement, Clause 10, subject to the terms and conditions of this agreement and provided the vehicle is operated and used in conformity with the Rental Agreement. The hirer acknowledges that he is aware of the exclusions in Clause 10. |  |
| Signature: _____   |  |
| YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND IT'S EFFECT.   |  |

| Hirer's Liability  |  |
|--|--|
| By signature the hirer agrees to pay the owner for all loss or damage to the hire vehicle and contents including windscreens and any other vehicle or property damage: regardless of negligence Limited to \$ _____ per collision or loss. Subject however to the exclusion terms in both Part A and Part B of this agreement and provided the vehicle is operated and used in conformity with the rental agreement. Payment of hirer's liability in cash prior to hire commencing and fully refundable at hire's termination. |  |
| Signature: _____   |  |
| YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND IT'S EFFECT.   |  |

| Insurance Rejection and Liability   |  |
|---|--|
| The hirer accepts that the vehicle and contents is hired to him at his own risk in respect of loss or damage to the vehicle or contents and consequential loss by the owner. The hirer accepts there is no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property. The hirer accepts that he or she will be liable to the owner for any loss or damage to the vehicle and contents and any consequential loss. |  |
| Signature: _____  |  |
| YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND IT'S EFFECT.  |  |

| For Your Protection  |  |
|--|--|
| ALL ACCIDENTS MUST BE REPORTED TO THE LOCAL TRAFFIC/POLICE DEPARTMENT IMMEDIATELY AND BE ADVISED TO OUR OFFICE WITHIN 24 HS. A POLICE OR TRAFFIC DEPARTMENT REPORT IS ESSENTIAL ON ALL DAMAGE AND LOSS INVOLVING VEHICLES, PROPERTY, AND PERSONS OR THE COMPREHENSIVE DAMAGE WAIVER (C.D.W.) IS VOID. ALL HIRES COMMENCE FROM 9.00 AM ON DAY OF PICK UP AND TERMINATE AT 5.00PM ON DAY OF DROP OFF. VEHICLES NOT RETURNED ON DUE DROP OFF DATE/TIME ARE REPORTED TO POLICE AS MISSING VEHICLES AS PROVIDED BY LAW. IF AN EXTENSION IS DESIRED THE HIRER MUST CONTACT THE OWNER BEFORE DUE DROP OFF DATE/TIME ABOVE. IF YOU HAVE ANY PROBLEMS WHILE YOU HAVE THIS VEHICLE ON HIRE, PLEASE RING OUR OFFICE FOR ASSISTANCE. |  |

| Depots and Contact Details  |  |
|---|--|
| AUCKLAND: 3 Kingsford Smith Place, Airport Oaks, Mangere<br>PO Box 73-060, Auckland Airport, New Zealand<br>Phone: (09) 275-9919, Fax (09) 275-9969, Mobile (027) 4754 130 or 0800 759919 |  |
| CHRISTCHURCH: 6 Export Ave, Harewood, Christchurch New Zealand<br>Phone: (03) 359-0103 Fax: (03) 359-0130, Mobile (025) 971 252   |  |

| Section 2   | Vehicle Details | Part A |      |
|-------------|-----------------|--------|------|
| Vehicle     |                 |        |      |
| PickUp      | Location        | Date   | Time |
| DropOff     |                 |        |      |
| Reg.        |                 |        |      |
| Replacement |                 |        |      |
| Replace Reg | ReplacementDate |        |      |

| Kilometers |        |
|------------|--------|
| In         |        |
| Out        | Excess |
| Total      | Allow  |

| Section 3       | Hirer Payments | Part A |
|-----------------|----------------|--------|
| Agent           |                |        |
| DaysHire        |                |        |
| PricePerDay     |                |        |
| InsurancePerDay |                |        |
| TotalCharges    |                |        |

| Item                  | Days | Rate | Total |
|-----------------------|------|------|-------|
| hire                  |      |      |       |
| hire                  |      |      |       |
| hire                  |      |      |       |
| Insurance             |      |      |       |
| Bond waiver insurance |      |      |       |
| Kilometers rate       |      |      |       |
| <b>Total Charge</b>   |      |      | \$    |
| <b>Bonds</b>          |      |      |       |
| Damage                |      |      |       |
| Cleaning              |      |      |       |
| <b>Total held</b>     |      |      | \$    |

| Credit Card Details  |          |
|--|----------|
| CreditCardCompany  | Number   |
| CreditCardHolder   |          |
| CreditExpiryDate   | Approval |
| Signature  |          |
| I HAVE READ AND AGREE TO THE TERMS ON BOTH PART A AND PART B OF THIS AGREEMENT. If I have presented a credit card for payment, all charges including parking infringements may be billed to the credit card and my signature will be considered to have been made on the applicable credit card voucher. |          |
| Signature: _____   |          |



# Rental Vehicle Agreement and Tax Invoice

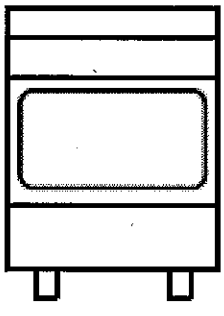
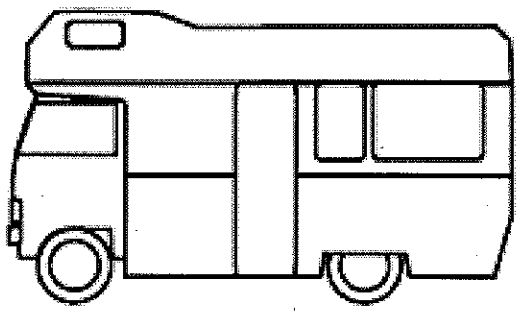
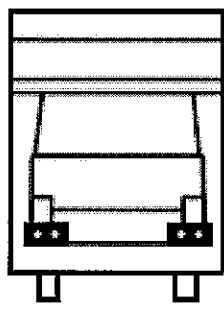
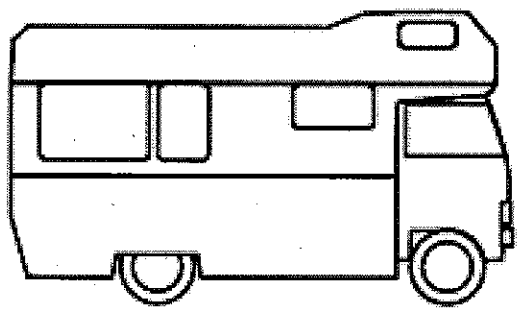
Contract No:

## Section 4 Notification of Prior Damage

Name

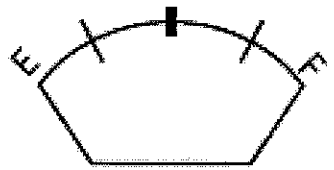
Reg.

Vehicle



### Comments

Fuel gauge to show level on pick-up:



| surcharges                    |      |
|-------------------------------|------|
| Toilet/grey water not emptied | \$50 |
| Fuel tank not filled          | \$20 |
| Vehicle in an unclean state   | \$50 |



# Rental Vehicle Agreement and Tax Invoice

Contract No: \_\_\_\_\_

## Rental Vehicle Agreement - Part B

An agreement made between the owner and the hirer whose particulars are entered in section 1 of Part A of the Rental Agreement. It is hereby agreed as follows:

### Vehicle Description:

1. The owner will let and the hirer will take on hire the motor vehicle described in Section "2" in Part A of the rental agreement, hereinafter referred to as "the vehicle".

### Duration of Hire

2. The term of hire shall be for the period as described in Section '1' in Part A of the rental agreement.

### Persons who may drive vehicle

3. The vehicle may be driven during the period of hire only by the hirer and persons named in Section '1' in Part A of the rental agreement and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle. No driver may drive the vehicle while under the influence of drugs or excess blood alcohol.

### Payments by hirer

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in clause 2 of this agreement, the hire charge at the rate referred to in Section '3' in Part A of the rental agreement.

5. In addition to the payment referred to in clause 4 of this agreement the hirer shall pay to the owner the insurance charge at the rate referred to in Section '3' in Part A of the rental agreement, for the insurance cover set out in clause 10 of this agreement.

6. In addition to the payment specified in clause 4 in Part A of this agreement the hirer shall pay to the owner on termination of the hiring a distance charge at the rate referred to in Section '3' overleaf. The distance that the hirer may run the vehicle during the period of the hire shall not exceed kilometres. If this clause is not completed then the distance restriction is not applicable to this hire.

7. The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

### Hirer's Obligations

8. The hirer shall ensure that:

(a) The water in the radiator and battery of the vehicle is maintained at the proper level

(b) The oil in the vehicle is maintained at the proper level

(c) The tyres are maintained at their proper pressure. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

### Insurance acceptance and CDW

10. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability he might have to the owner in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$250,000 in respect of any liability he might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle.

The indemnities referred to above shall not apply where the damage, injury or loss arises when:

(a) The driver of the vehicle is under the influence of alcohol or any drug that affects his ability to drive the vehicle;

(b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;

(c) The vehicle is operated in any race, speed test, rally, or contest;

(d) The hirer is not a body corporate or department of State and the vehicle is driven by any person other than the hirer or any other person named in Section 1 on the front of this form;

(e) The vehicle is driven by any person who at the time when he drives the vehicle is disqualified from holding or has never held a drivers licence appropriate for that vehicle;

(f) The vehicle is willfully or recklessly damaged by the hirer or any other person named in Section 1 on the front of this form, or driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behaviour of the hirer or any such person;

(g) The vehicle is operated on any of the following roads: Ball Hutu Rd, Mt Cook; Skippers Rd, Queenstown; 90 Mile Beach, Northland; Cape Colville to Port Jackson Road; Coromandel.

(h) The vehicle is operated outside the term of the hire or any agreed extension of that term. It is agreed between the owner and the hirer that section eleven (11) of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

The hirer acknowledges that he is aware of the above exclusions, by his signature on Part A of this form.

### Hirer's Liability

The hirer acknowledges that he is liable for damages or loss to the extent indicated under the heading "Hirer's Liability" in Part A of this contract. This does not apply to damage or loss resulting from fire or from the theft or conversion of the vehicle.

### Rejection of Insurance:

11. If insurance is rejected the hirer accepts by his signature on Part A of this form that the vehicle is hired to him at his own risk in respect of loss of or damage to the vehicle and consequential loss by the owner. The hirer by his signature on Part A of this form accepts that he may be liable to the owner for any loss of or damage to the vehicle and consequential loss.

If insurance is rejected the hirer accepts by his signature on Part A of this form that he has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

### Owner's Obligations

12. The owner shall supply the vehicle in a safe and roadworthy condition.

13. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer.

NOTE: By virtue of clause 7 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

### Mechanical repairs and accidents

14. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as practical.

15. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

16. The hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.

### Use of the Vehicle

17. The hirer shall not use or permit the vehicle to be used for the carriage of passengers for hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger serviced licensed under Part VII of the Transport Act 1962 or exempted from licensing under that act.

### 18. The hirer shall not

(a) sublet or hire the vehicle to any other person  
(b) permit the vehicle to be operated outside his authority

(c) operate the vehicle or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drugs)

(d) Operate the vehicle or permit it to be operated in breach of the transport Act 1962, the traffic regulations 1976 or any other act, regulations, or by laws relating to road traffic;

(e) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle.

(f) Drive or permit the vehicle to be driven by any person if at the time of his driving the vehicle the hirer or the other person is not the holder of a current drivers licence appropriate for the vehicle.

### Return of the Vehicle

19. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the address to which the vehicle was hired, or to such place of business of the owner or the owner's agent as may be agreed upon or obtain the owner's consent to the continuation of hire.

### Immediate Return of Vehicle where default or damage

20. The owner shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.