

1. Rental of the Scooter

The lessor hereby rents a scooter to the tenant according to the terms of this contract. The scooter is described as follows:

Brand: AGM Model: BRASH 50 License Plate: MF-Rental Period:

Location: Kaya Heerlen 16, Hato BON

2. Rental Price and Payment

The rental price for the scooter is as follows, depending on the rental period:

From 3 months: \$275 USD per month

From 2 months: \$325 USD per month

From 1 month: \$350 USD per month

1 week: \$125 USD per week

Per day: \$20 USD per day

Payment must be made in advance or upon pickup of the scooter, unless otherwise agreed upon between the lessor and the tenant. The rental price is non-refundable, even in the case of early termination of the contract by the tenant.

3. Deposit and Personal Risk

Deposit: The tenant is required to pay a deposit of \$250 USD upon pickup of the scooter. This deposit will be refunded to the tenant within 7 business days after the scooter is returned, unless there are costs to be deducted from the deposit for damage, loss, or other reasons as outlined in this contract.

Personal Risk: The tenant is also responsible for a personal risk of \$500 USD in the event of damage to the scooter during the rental period, including damage caused by improper use, accidents, or negligence by the tenant. This amount will be withheld by the lessor, or it may be used to cover the costs of repair or replacement of the vehicle.

Theft: In the event of theft of the scooter, the tenant will lose both the deposit and the personal risk, totaling \$750 USD. The tenant acknowledges that the lessor has the right to charge the tenant for the loss.

4. Restrictions on Scooter Use

The scooter is a 1.5-person scooter and can carry a maximum load of 100 kg. The tenant is not permitted to carry more than the allowed weight on the scooter. The tenant is responsible for adhering to this limitation and acknowledges that the lessor is not liable for damage resulting from failure to comply with this weight limit.

The scooter may not be lent to third parties by the tenant. Only the tenant and individuals approved by the lessor may use the scooter. Lending the scooter to third parties without the lessor's permission may result in immediate termination of the contract and forfeiture of the deposit.

5. Fuel and Empty Tank Charges

The tenant must return the scooter with a full tank. If the scooter is returned with an empty tank, the lessor may withhold \$20 USD from the deposit to cover the cost of refueling.

6. Use of the Chain Lock

The use of the included chain lock is mandatory at every stop, regardless of the duration of the stop. The tenant acknowledges that failure to use the chain lock in the event of theft may lead to the loss of the deposit and personal risk.

If the chain lock is not used, the lessor will send an official warning to the tenant via WhatsApp or another communication channel. After this warning, penalties of \$10 USD per violation may be imposed on the tenant.



7. Tenant's Liability

The tenant is responsible for the scooter for the entire rental period and must ensure that the vehicle is always parked safely. The tenant must always lock the scooter when it is not in use.

The tenant is liable for all damage to the scooter, regardless of the cause, including damage from accidents, negligence, or improper use. The tenant is also liable for damage resulting from failure to comply with traffic regulations on Bonaire.

The tenant is responsible for complying with all traffic laws and regulations of Bonaire. The lessor is not responsible for fines, traffic violations, or other legal consequences arising from the tenant's actions.

8. Airtag and Theft Protection

The scooter is equipped with an Airtag, a GPS tracker, for the safety of both the tenant and the lessor in the event of theft. The tenant acknowledges that this device continuously tracks the vehicle and that the lessor can locate the vehicle if necessary.

The tenant agrees to the use of the Airtag and is required to properly secure the vehicle against loss or theft.

9. Insurance

The lessor offers basic insurance, which covers third-party damage caused by the tenant during the use of the scooter. However, the tenant is not insured for damage to the scooter itself unless additional insurance is purchased.

The tenant is responsible for paying the deductible costs if damage to the scooter occurs.

10. Maintenance and Repairs

The tenant must immediately inform the lessor of any technical issues or damage that occur during the rental period. The lessor is not responsible for damage caused by improper use of the scooter.

The tenant may not make any modifications to the scooter or perform repairs without prior approval from the lessor.

The lessor is not liable for flat tires and/or removed goods belonging to the scooter. The extra costs will be recovered from the renter. (For example: flat tire \$25)

11. Scooter Inspection

Upon pickup of the scooter, the lessor and the tenant will conduct a thorough inspection of the vehicle and fill out a damage form. This form will be signed by both parties.

Upon return of the scooter, the lessor will inspect the scooter again. Any damage, incorrect fuel levels, or other deviations from the vehicle's condition will be noted and may result in a deduction from the deposit.

12. Termination of the Contract

This contract may be terminated by the lessor at any time if the tenant fails to comply with the provisions of this contract. In such a case, the lessor will immediately take back the scooter and will not refund the rental price.

The tenant may terminate the contract by returning the scooter on time. In this case, no refund will be provided for the unused rental period.

13. Force Majeure

The lessor is not liable for delays or non-performance of the obligations under this contract due to force majeure, such as natural disasters, strikes, war, epidemics, or other unforeseen circumstances beyond the control of the lessor.

14. Loss or Damage to Accessories

The tenant is responsible for all accessories provided with the scooter, such as helmets, the chain lock, and Airtag. In case of loss or damage to these accessories, the tenant will be held responsible for the replacement costs of the lost or damaged items.

15. Usage Restrictions

The tenant may not use the scooter in certain areas of Bonaire where it is prohibited to ride or where access is unsafe, such as off-road terrains, mountains, or beaches. The tenant is fully responsible for any damage or accidents resulting from riding in unsafe areas.

16. Helmet Usage

Wearing an approved helmet is mandatory when using the scooter. The tenant is responsible for wearing the helmet and acknowledges that failure to comply with this rule may lead to fines or damage claims.



17. Traffic Safety and Weather Conditions

The tenant is responsible for complying with traffic safety rules on Bonaire. The tenant must always drive cautiously and may not use the scooter under poor weather conditions that could compromise safety, such as heavy rain, storms, or strong winds.

18. Legal Advice

The lessor advises the tenant to seek legal advice before signing this contract to ensure full compliance with the legislation of Bonaire. This contract is governed by the laws of Bonaire, and in case of a dispute, local laws and jurisdiction may apply.

19. Accident Procedures

In the event of a two-party accident involving the scooter, the tenant must immediately follow these steps:

The scooter should remain in place and should not be moved, even if it is in the middle of the road, to avoid worsening the situation or causing further damage.

The tenant must immediately call the Bonaire Security Force to report the accident and request assistance. The contact numbers for the Bonaire Security Force are:

- +599 717 9292
- +599 795 9292

After contacting the Bonaire Security Force, the tenant must call Drive2 for further instructions and assistance. The phone number for Drive2 is: +599 796 9666

The tenant is required to provide all necessary information and documentation related to the accident and must cooperate with the authorities and involved parties.

The tenant must immediately report the accident to the lessor, including all necessary details such as the location, circumstances, and those involved.

 $Loss\ or\ damage\ to\ the\ scooter\ due\ to\ the\ accident\ may\ result\ in\ the\ loss\ of\ the\ deposit\ and\ personal\ risk,\ as\ specified\ in\ this\ contract$