

Europear Costa Rica Terms and Conditions

Table of Content

General Information	2
• Age	2
Driving License	2
• Deposit	2
•	2
•	2
•	4
•	4
	5
	5
·	5
	5
Flexibility	6
	16
_	7
	8
•	8
	12
•	15
_	17
Additional Driver Cover	17
Young Driver Cover	17
Senior Driver Cover	18
EDA	18
ERA	10
Other Services – Ancillaries	18
	18
	18
	18
, ,	18
	18
	18
	19
Chadher Briver Corvice	
	19
Rental Agreement Clauses	20

General Information

Thank you for choosing Europear as your car rental company during your visit to Costa Rica.

The contractual relationship between You and Europear Costa Rica is governed by the Rental Agreement with the specific terms and conditions that you sign at the moment of the check-out and the booking confirmation.

These are the General Conditions to rent a car with Europear Costa Rica.

Age:

The minimum age to rent with Europear Costa Rica is 18 years old and there is no maximum age.

Driving license:

Europear Costa Rica accepts all valid Driving License held for at least one year for all cars.

Deposit:

Cash deposits are not accepted. No exceptions. Debit cards are not accepted for deposit.

Credit Cards Accepted:

We accept all major brands (Visa, Master Card, American Express, Dinners Club).

Delivery / Collection:

Available, see chart below.

FREE DELIVERIES/COLLECTIONS IN:	
SAN JOSE HOTELS WITHIN 20 KM OF AIRPORT STATION	FREE
LIBERIA HOTELS WITHIN 5 KM OF AIRPORT STATION	FREE
ALAJUELA HOTELS WITHIN 5 KM OF AIRPORT STATION	FREE
GUAPILES (CARIBBEAN DISH, TROPICAL WORLD, RIO DANTA)	FREE

ONE WAYS BETWEEN STATIONS	
SAN JOSE AIRPORT - SAN JOSE DOWNTOWN	FREE
SAN JOSE - LIBERIA	\$55
SAN JOSE - TAMARINDO	\$75
LIBERIA - TAMARINDO	\$35

DROP OFF / PICK UP IN:	RATE	
COUNTRY BORDE	ERS	
Border to Nicaragua	\$80	
Border to Panama	\$160	
CENTRAL REGIO	N	
Orosi/TURRIALBA	\$45	
CARIBBEAN REGION		
Matina/Freeman	\$60	
Limon Centro/Moin	\$60	
Cahuita	\$75	
Puerto Viejo de Limon	\$80	
Manzanillo	\$100	
Punta Cocles	\$100	
Sixaola	\$110	
CENTRAL PACIF	IC	
Puntarenas/Caldera	\$45	
Jaco	\$45	
Parrita	\$50	
Quepos	\$50	
Manuel Antonio	\$55	

DROP OFF / PICK UP IN:	RATE	
NORTHERN PLAINS		
Ciudad Quesada	\$50	
Arenal/ La Fortuna	\$55	
Tilaran	\$60	
Monteverde	\$85	
NORTH PACIF	ic	
Coco/Papagayo	\$35	
Ocotal	\$35	
Santa Rosa	\$35	
Rincon de la Vieja	\$60	
SOUTH PACIFIC		
Playa Dominical	\$60	
San Isidro del General	\$60	
Perez Zeledón	\$70	
Palmar Norte/Sur	\$100	
Golfito	\$100	
Sierpe	\$120	
Drake Bay	\$145	
Puerto Jimenez	\$160	

DROP OFF / PICK UP IN:	RATE	
NORTH PACIFIC BEACHES		
Playa Conchal	\$35	
Playa Flamingo	\$35	
Playa Grande	\$35	
Playa Hermosa	\$35	
Playa Langosta	\$35	
Playa La Penca	\$45	
Playa Pan de Azucar	\$45	
Playa Negra	\$50	
Playa Tamarindo	\$55	
Playa Carrillo	\$60	
Playa Naranjo	\$60	
Playa Nosara	\$60	
Playa Samara	\$60	
Playa Tambor	\$90	
Punta Islita	\$110	
Playa Montezuma	\$130	
Playa Zancudo	\$130	
Mal Pais	\$130	

One Way Rentals:

A) Domestic : Available between Europear Stations. Minimum 3 days rental.

B) International : Not allowed.

Restriction Of Use:

It is not permitted to cross international borders with the rented vehicle.

Environmental fee:

Europear Costa Rica is committed to sustainable development in the country and because of this commitment we follow and implement guidelines that allow us to achieve the highest level of sustainability in our daily operation.

In order to achieve our goals in this matter, we have implemented an "environmental fee" at a cost of \$0.25 per day. This will allow us to keep and expand our green projects that also involves social, cultural and environmental aspects.

Reservations:

All reservations are processed through our Reservations Department.

Reservation Office hours (LOCAL TIME GMT -6:00): Monday through Friday from 07:30 to 16:30 Saturday from 08:00 to 13:00 Sundays CLOSED

Telephone number: (506) **2440-9990** Email: reservations@europcar.co.cr

Reservation validity and confirmation is subject to written request and reply.

Office operation hours:

Currently we offer two (2) Airport Service Stations:

SJO San Jose Airport Station: Open every day from 0600H to 2200H

LIR Liberia Airport Station: Open Mondays through Fridays from 0800H to 1700H Open Saturdays from 0800H to 1600H Open Sundays from 0800H to 1500H

These offices are called "airport stations" due to their location within the radius considered airport grounds, but neither of them is located inside the passenger terminals. A Europear shuttle bus picks customers up at the terminal exit and brings them to our offices. When the customer returns the vehicle in any of our "airport" offices, the shuttle bus will take them to the airport departure entrance, at no extra charge.

No Show policies:

A NO-SHOW is considered when:

- A passenger with a confirmed non-prepaid reservation does not show up to one hour after the time stated in the reservation document (unless amended <u>IN WRITING</u> by the customer himself or the agency, at least 24 hours prior to his arrival).
- A passenger with a confirmed prepaid reservation (prepaid received in Costa Rica before customer arrives) does not show during the regular operation hours of the station and for the day the booking was made for (unless amended <u>IN WRITING</u> by the customer himself or the agency, at least 24 hours prior to his arrival).
- Cancelled flights up to 24 hours after original arrival time.
- When the Customer is not registered in the Hotel or place that the Agency has indicated for vehicle delivery (information will be verified with the Agency prior to delivery departure)
- See also Out of Hours and Flight information.

In all of these cases the reservation will be charged in full, either to the customer's credit card, or the agency.

Flexibility:

Europear also grants one (1) hour for vehicle return after the time specified in the rental agreement. After this time, a charge of \$ 150 USD late fee return will apply plus the charge of one full additional day.

Out of hours and flight information:

Europear will guarantee passenger's pick up at the airport terminal <u>only</u> if the complete flight information (airline carrier, flight number and arrival time) is provided with the reservation request, or at least 24 hours prior to flight arrival.

Europear's shuttle service for terminal pickup runs during office operation hours, everyday.

All bookings will be attended normally within office operating hours. If a flight is delayed past the station's operating hours, Europear's representative will wait for a maximum of two (2) hours after normal closing time, *if and only if* the flight information has been provided with the booking. If the flight is or becomes delayed for more than two hours after the station's regular closing time, or if the passenger takes more than two hours to exit the terminal, Europear will not provide the meet & greet service. The customer is responsible to call our offices (at 2440-9990) from 0700H to 0800H on the next day, to arrange car delivery. After that time, the reservation will be cancelled and the vehicle may not be available.

Out of hours deliveries and collections in stations may be requested prior to date, at an extra charge of USD \$150.

The OOH schedule is:

SJO San Jose Airport Station: Everyday from 0500H to 0559H Everyday from 2201H to 2359H

LIR Liberia Airport Station: Everyday from 0500H to 0559H Everyday from 2201H to 2359H

Reservations can be confirmed without any extra charge for LIR Liberia Airport Station within the next hours.

Mondays through Fridays from 0600H to 0759H Mondays through Fridays from 1701H to 2200H

Saturdays from 0600H to 0759H Saturdays from 1601H to 2200H

Sundays from 0600H to 0759H Sundays from 1501H to 2200H

Contact us:

Reservations Department:

Jairo Bermudez
Reservations Supervisor
reservations@europcar.co.cr
jbermudez@europcar.co.cr

Karen Berríos Reservations agent reservations@europcar.co.cr

Quality to Customer Department

Randall Vargas
Q2C Agent
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Marketing and Customer Service Department

Dania Ramirez
Marketing & Q2C Manager
dramirez@europcar.co.cr

Sales and Pricing Department

Roberto Gonzalez Sales, Reservations & Pricing Manager rgonzalez@europcar.co.cr

Human Resources Department

Claudia Sibrian HHRR Manager csibrian@europcar.co.cr

Protections information:

1. Basic Protection Package.

With this package you will be covered for:

Damages and Accidents with full excess (CDW) Theft Waiver with full Excess (THW) Liability (SLI)

The Daily Price of this Package depends on the Category that you booked:

CATEGORY	PRICE PER DAY	EXCESS
MCMR / MCAR / ECMR / ECAR / CCMR / CCAR / IDMR / IDAR	\$20.99	\$1,500
MFMR / MFAR / EFMR / EFAR / CFMR / CFAR / IFMR / IFAR / SFMR / SFAR	\$22.99	\$1,500
XFMR / XFAR	\$23.99	\$2,500

More details:

This Package does not include coverage for Windscreens, Lights or Tires.

CDW: COLLISION DAMAGE PROTECTION

- Our collision damage protection product limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage protection product and comply with the applicable laws and COSTA RICA'S terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can reduce or eliminate the Excess amount by purchasing our premium/or medium collision damage protection products instead of the standard collision damage protection offering.
- This protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

What does this protect me against?

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- The cost of damage to or repair of the Vehicle or its book value if it is not repairable and must be written off; and
- Our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and in circumstances where:
- · You collide with a fixed or moving object; or
- The Vehicle is subject to an act of vandalism which is not caused by negligence of the driver (please refer to the Common Negligence examples below)

 Natural Catastrophes: you will be covered for the consequences of event qualifying as natural catastrophes as defined under COSTA RICA'S law. An excess, which is determined by Decree, will still be payable by the renter.

What is excluded from the protection?

- Loss or damage to your own property that is being transported or kept in or on the Vehicle during the rental period.
- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
 - by the willful acts of the driver; or
 - by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to anyThird Party within a reasonable distance of the Vehicle); or
 - By its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.
 - Because the keys are lost or stolen
 - By your negligence (which is behavior that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers

COMMON NEGLIGENCE examples (but are not limited to) include:

- · Improper advances, which cause collisions or vehicle to flip over.
- Running over red lights, or not obeying traffic signs, which may result in collisions or vehicle, flip over.
- Driving at a higher speed than what is established by Law for the particular road the vehicle is on.
- Driving under the influence of alcohol or drug consumption.
- Driving through rivers.
- Leaving keys on car doors or on the ignition while vehicle is unattended, leaving doors open or unlocked during absence.
- When the vehicle is parked in a "no parking" zone or in a place where theft or damage of the vehicle is fomented.

What must I do to benefit from the protection?

You must:

- Purchase the protection;
- Comply with COSTA RICA'S Rental terms and conditions and all applicable law and local traffic regulations when you are driving the Vehicle;
- Notify us within 12 hours of the date on which the incident took place and, in any
 event, before the end of your rental period. You must also return to us a full and
 complete Accident Report and OUR INSURER'S REPORT, as well as the Traffic
 Ticket expedited by the Traffic Police Officer attending the event.

What is the amount of my financial exposure?

• If during your rental the Vehicle is damaged and you have not purchased this protection you will have to pay for the total cost of the damage as well as

compensation due its immobilization. However, if you added this cover to your rental agreement and complied with our Local Rental terms and conditions and the applicable law and road traffic regulations, then the maximum you will have to pay us is the Excess amount in case of any damage (excluding lights, tires, windscreen and excluding damages made due to common negligence).

Is CDW mandatory in Costa Rica?

 CDW cover is required when the customer cannot present written valid proof or evidence of credit card CDW protection in Latin America, Costa Rica, in off-road conditions and for the category requested (and YES, we will verify this information with your bank). We strongly recommend our customers to purchase Europear Costa Rica's basic protection CDW, in order to enjoy their trip without the worry.

Please be aware of the following:

- If you elect to be covered by your card's insurance and decline Europear's protections, the guarantee deposits will range from \$5,000 to \$7,000, depending on the vehicle category, plus rental estimate and extras. This is because Europear Costa Rica needs to be sure that there is enough credit to asume full responsibility for any damages caused to the vehicle.
- The extent of coverage provided by credit cards varies and is usually subject to certain restrictions, in particular concerning the maximum length of rental and the type of vehicle which can be covered. Major credit cards generally offer a collision and damage protection to their GOLD and PLATINUM members. These "covers" are generally very specific to the area you are traveling to (Latin America, Europe, Asia, etc.), to the type of vehicle reserved and to the roads the vehicle is driven upon.

THW: THEFT PROTECTION

 Our theft protection product limits your financial exposure for loss of the Vehicle if it is stolen. If you have purchased this product and you have complied with COSTA RICA'S Rental terms and conditions, we will pay for the costs arising from the theft that are greater than the Excess amount. You can reduce or eliminate the Excess amount by purchasing our medium or/premium theft protection products.

What am I protected against?

- This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:
- The Theft of the vehicle not caused by an act of common negligence (see common negligence examples)
- The cost of damage or repair of the Vehicle (if it is recovered);
- Our Loss of Use in the Vehicle whilst it is being repaired

What is excluded from the protection?

The product will not protect you in the following circumstances:

• If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is

- unattended or having been delivered to an unauthorized person; any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle
- Tires, lights and glasses

What must I do to benefit from the cover?

You must:

- Purchase the product
- Comply with COSTA RICA'S Rental terms and conditions
- Notify the local police of any incident or event immediately and provide us with the police report or evidence that the theft has been notified to the police
- Return the keys

These are the minimum requirements.

What is the amount of my financial exposure?

- If during your rental the Vehicle is stolen and you have not purchased this protection
 product, then you will be liable for the full cost of the damage to the Vehicle (if the
 Vehicle is recovered) or for the full Book value of the Vehicle if it is not recovered as
 well as the total amount due in the rental agreement.
- With the theft protection the maximum you will have to pay us is the Excess amount (if and only if you have complied with the Local Rental terms and conditions).

TPL: THIRD PARTY LIABILITY INSURANCE

We are mandated by the laws of COSTA RICA to insure our Vehicles against liability
for the claims or actions of Third Parties. A basic Third Party Liability is automatically
included as part of our vehicle rental services. You will therefore, as a matter of
course, be covered up to the level legally required by COSTA RICA's Government for
the consequences others may suffer as a direct result of your actions whilst you are
driving the Vehicle (USD \$11,000).

What am I covered for?

As provided by law you will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you are using the Vehicle:

Bodily injury or death suffered by Third Parties

What is excluded from the cover?

Third Party Liability insurance does not cover:

- Bodily injury or death that you (the driver at the time of the collision) may suffer; or
- Any damage to or loss of your personal property or possessions; or
- Any damage caused to the Vehicle
- Any damage caused to another Vehicle

What is the amount of my financial exposure for Third Party Liability?

You will be covered for the financial cost of any Third Party Liability arising as the
result of a collision that you may cause whilst you are driving the Vehicle up to the
level legally required by the country in which you are renting the Vehicle up to
\$11,000

How to notify us?

• In circumstances involving Third Parties it is important that you do your utmost to properly complete and sign our Accident Report form as well as hand in the traffic ticket and our insurers report (given at the accident site), which gives us all relevant details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident). The Accident Report form should be transmitted to us within 5 working days of the incident or as soon as you reasonably can in the circumstances.

SLI: SUPPLEMENTAL THIRD PARTY LIABILITY

Costa Rica's specific car rental regulations and Europear Costa Rica's insurer's
policies require that all Third Parties are protected and taken care of in case of any
injury inflicted for a minimum amount of USD\$500,000. This is why, unless the
customer can present VALID and WRITTEN proof (from the Bank that has issued
their credit card) stating that his insurance includes Third Party Liability for up to the
amount mentioned, customers are required to purchase a SUPPLEMENTAL THIRD
PARTY LIABILITY INSURANCE SLI, which elevates the protection from USD
\$11,000 to USD \$500,000.

If the rate that the customer has booked does not include insurances or protection, purchase our SLI protection IS REQUIRED FOR RENTAL, in our service counter unless a written valid proof or evidence of credit card liability protection is presented. Europear Costa Rica does not accept any other private Third Party Liability insurances, without exception.

2. Medium Protection Package.

With this package you will be covered for:

- 1. Damages and Accidents with reduced excess (SCDW)
- 2. Theft Waiver with reduced Excess (STHW)
- 3. Liability (SLI)
- 4. Winscreen, Lights and Tire Rubers with no excess
- 5. Personal Accident Protection

The Daily Price of this Package depends on the Category that you booked:

CATEGORY	PRICE PER DAY	EXCESS
MCMR / MCAR / ECMR / ECAR / CCMR / CCAR / IDMR / IDAR	\$30.99	\$500
MFMR / MFAR / EFMR / EFAR / CFMR / CFAR / IFMR / IFAR / SFMR / SFAR	\$31.99	\$500
XFMR / XFAR	\$32.99	\$500

More details:

SCDW: SUPER COLLISION DAMAGE PROTECTION

This protection offers the same coverage as the CDW terms in the Basic Package page, but with REDUCED excess.

STHW: SUPER THEFT DAMAGE PROTECTION

This protection offers the same coverage as the THW terms in the Basic Package page, but with REDUCED excess.

WWI: GLASS, LIGHTS AND TIRE PROTECTION

This protection product will apply to any damage that occurs to glass, lights or tires in circumstances of normal use of the Vehicle during your rental.

If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tires will be covered by the collision damage protection.

What am I protected against?

If you have purchased this product you will be protected against the financial liability for damage to:

- · The windscreen: or
- · Any side or rear windows; or
- Lenses (reflection of light) and lights; or
- Rear view mirrors (the glassware only not the housing) that are in or on the Vehicle if the damage occurs during your rental
- Damage to tires on the Vehicle unless it arises from any abnormal use you may make of the Vehicle

What am I not protected against?

You are not protected under this product:

- Against the financial liability for damage to the Vehicle if it arises because of willful acts or negligence that you commit whilst using the Vehicle and which causes damage: or
- For the theft, fire or vandalism
- For the administration costs we incur in handling any damage file.

What must I do to benefit from the Protection?

You must:

- Purchase it
- Comply with COSTA RICA'S Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- Notify us within 12 hours of the date on which the incident took place and, in any
 event, before the end of your rental period. You must also return to us a full and
 complete signed Accident Report or any other document which relates all of the facts
 as they occurred (nature of damage to the Vehicle, the location where the incident
 took place, the dates and circumstances and the potential witness details). You may,
 of course, include any other document you believe will be useful in support of your
 Accident Report.

What is the amount of my financial liability?

- If during your rental any glass or lights on the Vehicle are broken and / or any tires on the Vehicle are damaged and you have not purchased this protection then you will be liable for the full cost of the damage that is incurred by us.
- If, however, you purchase this glass, lights and tire protection by it one or in the context of the "Premium" package (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial liability for such damage.
- If you purchase this glass, lights and tire protection in the context of the "Medium" package (provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations), then the maximum you will have to pay us is the Excess amount.

PAI: PERSONAL ACCIDENT PROTECTION

This insurance, optional and additional, applies to all passengers in Europear's vehicle, including the driver. No excess is applied. It includes the Public Liability Policy, covering all public liability not covered by the contract, which may be generated by the car rental service offered to the insured party within national territory. It also includes the Automobile Seat Policy, which applies to the vehicle's driver as well as the other occupants, and covers bodily injuries due to the unexpected action of any violent, fortuitous, and sudden external agent.

PAI cover is does not apply If and when a number of passengers exceeding the maximum capacity established by the manufacturer is traveling in the vehicle.

IMPORTANT: none of the Europear protections cover damages caused by common negligence.

COMMON NEGLIGENCE examples (but are not limited to) include:

- · Improper advances, which cause collisions or vehicle to flip over.
- Running over red lights, or not obeying traffic signs, which may result in collisions or vehicle, flip over.
- Driving at a higher speed than what is established by Law for the particular road the vehicle is on.
- · Driving under the influence of alcohol or drug consumption.
- Driving through rivers.
- Leaving keys on car doors or on the ignition while vehicle is unattended, leaving doors open or unlocked during absence.
- When the vehicle is parked in a "no parking" zone or in a place where theft or damage of the vehicle is fomented

3. Premium Protection Package.

With this package you will be covered for:

- 1. Damages and Accidents with ZERO excess (SPCDW)
- 2. Theft Waiver with ZERO Excess (SPTHW)
- 3. Liability (SLI)
- 4. Winscreen, Lights and Tire Rubers with ZERO excess
- 5. Personal Accident Protection

The Daily Price of this Package depends on the Category that you booked:

CATEGORY	PRICE PER DAY	EXCESS
MCMR / MCAR / ECMR / ECAR / CCMR / CCAR / IDMR / IDAR	\$36.99	\$0.00
MFMR / MFAR / EFMR / EFAR / CFAR / IFMR / IFAR / SFMR / SFAR	\$37.99	\$0.00
XFMR / XFAR	\$38.99	\$0.00

More details:

SPCDW: SUPER PREMIUM COLLISION DAMAGE PROTECTION

This protection offers the same coverage as the CDW terms in the Basic Package page, but with ZERO excess.

SPTHW: SUPER PREMIUM THEFT DAMAGE PROTECTION

This protection offers the same coverage as the THW terms in the Basic Package page, but with ZERO excess.

WWI: GLASS, LIGHTS AND TIRE PROTECTION

This protection product will apply to any damage that occurs to glass, lights or tires in circumstances of normal use of the Vehicle during your rental.

If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tires will be covered by the collision damage protection.

What am I protected against?

If you have purchased this product you will be protected against the financial liability for damage to:

- · The windscreen; or
- Any side or rear windows; or
- · Lenses (reflection of light) and lights; or
- Rear view mirrors (the glassware only not the housing) that are in or on the Vehicle if the damage occurs during your rental
- Damage to tires on the Vehicle unless it arises from any abnormal use you may make of the Vehicle.

What am I not protected against?

- You are not protected under this product:
- •
- Against the financial liability for damage to the Vehicle if it arises because of willful acts or negligence that you commit whilst using the Vehicle and which causes damage: or
- For the theft, fire or vandalism
- For the administration costs we incur in handling any damage file.

What must I do to benefit from the Protection?

You must:

- Purchase it
- Comply with COSTA RICA'S Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- Notify us within 12 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete signed Accident Report or any other document which relates all of the facts as they occurred (nature of damage to the Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details). You may, of course, include any other document you believe will be useful in support of your Accident Report.

What is the amount of my financial liability?

If during your rental any glass or lights on the Vehicle are broken and / or any tires on
the Vehicle are damaged and you have not purchased this protection then you will be
liable for the full cost of the damage that is incurred by us.

• If, however, you purchase this glass, lights and tire protection by it one or in the context of the "Premium" package (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial liability for such damage.

PAI: PERSONAL ACCIDENT PROTECTION

This insurance, optional and additional, applies to all passengers in Europear's vehicle, including the driver. No excess is applied. It includes the Public Liability Policy, covering all public liability not covered by the contract, which may be generated by the car rental service offered to the insured party within national territory. It also includes the Automobile Seat Policy, which applies to the vehicle's driver as well as the other occupants, and covers bodily injuries due to the unexpected action of any violent, fortuitous, and sudden external agent.

PAI cover is does not apply If and when a number of passengers exceeding the maximum capacity established by the manufacturer is traveling in the vehicle.

IMPORTANT: none of the Europear protections cover damages caused by common negligence.

COMMON NEGLIGENCE examples (but are not limited to) include:

- Improper advances, which cause collisions or vehicle to flip over.
- Running over red lights, or not obeying traffic signs, which may result in collisions or vehicle, flip over.
- Driving at a higher speed than what is established by Law for the particular road the vehicle is on.
- Driving under the influence of alcohol or drug consumption.
- Driving through rivers.
- Leaving keys on car doors or on the ignition while vehicle is unattended, leaving doors open or unlocked during absence.
- When the vehicle is parked in a "no parking" zone or in a place where theft or damage of the vehicle is fomented

4. Legal Fees & Tickets.

This insurance, optional and additional, protects the customer from all fines made in Costa Rica and the administrative fees related to these charges, it also cover the customer possible charges like missing plates and/or missing documents.

5. Additional Driver Cover.

The Additional Driver is optional and guarantees that all the protections taken by the main driver will be also applicable to any additional drivers. The price of each Additional Driver is \$6 per rental day with a maximum amount of \$155 per rental.

6. Young Driver Cover.

Is required for drivers that are under 24 years old (including 24) and it has a cost of \$6 per rental day.

7. Senior Driver Cover.

Is required for drivers that are over 65 years old (including 65) and it has a cost of \$6 per rental day.

ERA (Emergency Roadside Assistance).

ERA is our Emergency Road Assistance Service, it is an optional service and covers change of tires anywhere Costa Rica, battery jump, out of gas service anywhere Costa Rica, Key Service and/or any other assistance the customer may require during the rental.

Other Services - Ancillaries.

These additional services may be requested at the time of booking or to our email reservations@europcar.co.cr to guarantee availability.

GPS.

Stay on the right track, book a GPS!

Internet Hotspot Device.

Stay connected during your vacation, book an Internet Hotspot Device!

Child Booster Seat, Infant Safety Seat, Toddler Safety Seat, Child Safety Seat.

Keep your children safe and avoid a traffic ticket by using the appropriate device.

Surf Racks.

Costa Rica is a great spot for surfing; enjoy your trip with your boards appropriately carried.

Luggage Cover (Only for Rav4s).

Protect your personal belongings during your vacation.

Fuel Service Option.

Our Fuel Service option gives our customers the possibility of returning the vehicle as empty as they want without applying any missing fuel penalty fee, this option is great for customers who do not want to worry about finding a gas station and fill up the tank at the return time.

Chauffeur Driven Service:

For a Chauffer Driven Service, please request this directly to our email reservations@europcar.co.cr

IMPORTANT INFORMATION IN THE ADDENDA OF THE RENTAL AGREEMENT:

SPECIAL ADVICE: Costa Rica's mountainous geography requires your consideration on how to use the car brakes of a standard shift or automatic vehicle. Please avoid using the brake pedal constantly and instead downshift your gear when needing to break. Breaking constantly not only damages the break's pads, but also will affect its proper operation when suddenly required. In case this happens, allow the brake fibers to cool down for 15 minutes before resuming your drive.

ADDITIONAL FEES THAT I ACCEPT: Loss or damage of the vehicle's set of keys / if the car keys are stolen (\$600). Loss or damage to each of the vehicle's permanent license plates (\$50.00 each). Loss or damage to the vehicle's temporary license plate (150,000 colones). Extra car cleaning if returning the vehicle in extremely dirty conditions (\$25-\$100). Europear will charge an administrative fee for the legal paperwork, costs and expenses in case you lose the vehicle's documents (registration & title papers, RTV) or/and you return the vehicle without plates or/and the vehicle has a traffic fine/ticket.

TRAFFIC TICKETS: You understand you are responsible of paying any traffic fine/ticket given to you or given to additional drivers during the period of your rental. Tickets may be from \$600 up to approximately \$800. In the event that you fail to report the fine or take care of its payment, you expressly entitle Europear to charge this amount to your credit card. You will not have to pay for any traffic tickets in case you chose to buy our Legal Fees and Tickets Cover.

CLAUSES OF THE RENTAL AGREEMENT THAT YOU SIGN AT THE TIME OF CHECK-OUT:

- 1. PREGO MOTOR DE COSTA RICA S.A., hereinafter referred as the Lessor, leases to the Lessee, whose name and data are indicated on the front of this contract, the vehicle described herein, in a good mechanical and bodywork conditions, fully equipped with the accessories listed in the front of this contract. The Lessee accepts the terms and conditions of this contract and the Lessee declares to have received the vehicle described in the front of this contract to his entire satisfice and is obligated to return the vehicle in the same conditions.
- 2. The term of this contract is determined in the front of this agreement, as well as the rental amount, which is always calculated in periods of 24 hours that are considered as days and the amount to be paid is agreed in the front of this rental agreement. Failure to return the vehicle on the date, time and place previously agreed, shall entitle the Lessor to use all means to recover the vehicle and charge a penalty of \$150,00 plus the additional costs of the recovery. This penalty will not be applicable if the Lessee requests the extension thereof to the Lessor, and the Lessor has agreed. The return of the rented vehicle shall be made at the place, date and time agreed at the time of executing the contract, which appears on the face of this agreement. If the automobile is returned at a different place and time, the Lessee shall pay an additional surcharge and all additional recovery costs.
- 3. The Lessee is responsible for all violations to the Traffic Law, as well as the payment of parking tickets and fines during the lease period. The Lessee is also responsible for the total payment of the damages in the event of an accident occurred by the negligence and authorizes the Lessor to debit his credit card.
- 4. In case of an accident, the Lessee is responsible to pay the transfer of the vehicle to the place were the return of the rented vehicle was agreed.
- 5. The Lessee authorizes the Lessor to hold a deposit of the amount mentioned on the front of this contract, sufficient to cover all the rental period, fuel, any additional extras and payment of the excess for damages, covers and ancillaries. At the end of the lease term, the Lessor shall automatically liberate this deposit and collect the corresponding payment.
- 6. The vehicle shall be used exclusively to transport the customer and the persons accompanying him/her. Both the customer and the authorized drivers agree to the following:
 - a) Not to allow any other person not authorized in this contract to drive the vehicle
 - b) Not to drive without a valid driver's license, identity card or passport
 - c) Not to drive while intoxicated, under the influence of drugs, hallucinogens, narcotics, or any other similar substance
 - d) Not to profit from the vehicle
 - e) To obey local traffic regulations in the understanding that any infraction will be borne by the customer and will be charged to the rental regardless of the offender

- f) Not to take the vehicle outside the limits of the Republic
- g) Not to drive over the legal speed limit
- h) Not to use the vehicle to tow a trailer, unless they have a written consent of the lessor
- i) Not to overload the vehicle with respect to its strength and capacity
- j) To check the levels of engine oil, radiator water, tire pressure as well as the control panel indicators
- k) Lock the vehicle whenever the customer is out of the car, not to leave the car parked on the street and in case the vehicle is stolen, the customer must return the car keys
- Not to participate directly or indirectly in races, or safety, resistance or speed tests
- m) In general not to use the vehicle for purposes other than those stipulated under the agreement and not to drive on bad roads, beaches, rivers and any other areas where it could become damaged
- n) To pay any traffic law infractions
- 7. If the customer does not comply with clause 6, the customer agrees that the protections hired will not cover any liability for any accidents that may occur to the rented vehicle driven in such conditions and therefore, the customer is responsible for all the damages made to the vehicle and third party liability.
- 8. At the end of this contract, the customer shall pay the lessor the following:
 - a) Charges for the time the vehicle was used
 - b) Total damages and mechanical repairs resulting from accidents or other reasons caused by negligent driving through unsuitable places, crossing rivers, beaches, etc.
 - c) All traffic fines made while the vehicle was rented by the customer and administrative fee
 - d) Coverage accepted by the customer
 - e) Payment for the lost of the car keys
 - f) Payment of the lost of the vehicle documents and plates
 - g) Payment of the Emergency Kit
 - h) Payment for the rent and damage/loss of the extras that the customer requested (GPS, NEO, MiFi, Baby Seat, Cooler, etc).
- In case of the vehicle damage or malfunction that requires taking the car to a repair shop, the customer is required to notify the lessor. Under any circumstances, the customer shall repair the vehicle without any previous written authorization from the Lessee.
- 10. The customer shall be liable for the damages caused to the vehicle. The responsibility for damages caused to the vehicle shall be equal to the maximum excess set in the front of this contract. This will not apply when the customer cause the damages by an act of negligence.
- 11. **BASIC PROTECTION PACKAGE**: This clause serves to notify the Lessee that if he or she takes the BASIC PROTECTION PACKAGE at the time of renting the vehicle, this method only covers damages caused by a collision, a theft and

damages made to third parties. Should the Lessee cause damages to the vehicle under the present insurance method, the Lessee must pay, at all times and unconditionally, the amount corresponding to the excess. Nevertheless, if the Lessee is subsequently declared innocent of the incident through a Costa Rican court, then the excess shall entirely and immediately be reimbursed to the Lessee. This cover does not include windows, windshields, lights or tires and this does not cover any damages caused by negligence (see clauses 6 & 7).

- 12. **MEDIUM PROTECTION PACKAGE**: This clause serves to notify the Lessee that if he or she takes the MEDIUM PROTECTION PACKAGE at the time of renting the vehicle, this method covers damages caused by a collision, a theft and damages made to windows, windshields, lights, tires and third parties. Should the Lessee cause damages to the vehicle under the present insurance method, the Lessee must pay, at all times and unconditionally, the amount corresponding to the excess. Nevertheless, if the Lessee is subsequently declared innocent of the incident through a Costa Rican court, then the excess shall entirely and immediately be reimbursed to the Lessee. This cover does not include any damages caused by negligence (see clauses 6 & 7).
- 13. PREMIUM PROTECTION PACKAGE: This clause serves to notify the Lessee that if he or she takes the PREMIUM PROTECTION PACKAGE at the time of renting the vehicle, this method covers damages caused by a collision, a theft and damages made to windows, windshields, lights, tires and third parties. At the moment an accident occurs, it is responsibility of the customer to report immediately to the Lessor and make all proper declarations in OIJ. This cover does not include any damages caused by negligence (see clauses 6 & 7).
- 14. In case the vehicle is stolen, the customer must return the car keys and make the report within the first 24 hours and make the proper report to OIJ.
- 15. No cover includes damages caused by natural disasters.
- 16. The parties hereto declare and accept that both the front and reverse of this contract form an integral part of the lease contract signed at these proceedings.
- 17. Arbitration Clause: Any conflicts, controversies or discrepancies that may arise from this agreement, its execution, non-compliance, termination, or interpretation, shall be resolved by means of arbitration, to be conducted before the Center for the Resolution of conflicts on Property Issues (or CRCP by its Spanish acronym), and the parties hereto unconditionally submit to the rules and regulations in force. The arbitration proceedings shall be carried out by legal means, and the arbitration board shall be composed of one arbitration judge.