

# TACLOBAN RENT A CAR

V&G Subdivision, Tacloban City, 6500  
Contact Numbers: +63916-432-7087 / +63919-399-5586

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Tacloban Rent a Car**, a company duly organized and existing under and by the virtue of the Philippines, represented by its Owner/Proprietor, **(Name of Owner Here)**, of legal age, Filipino, single and resident of **(Address of owner here)**, hereinafter called the "**LESSOR/COMPANY**";  
and  
\_\_\_\_\_, of legal age, \_\_\_\_\_ Citizen,  
Single/Married and a resident of \_\_\_\_\_,  
hereinafter called the "**LESSER/RENTER**";

WITNESSETH

The LESSOR/COMPANY hereby lease/lends the LESSER/RENTER a One –Unit Vehicle described as \_\_\_\_\_ with Plate Number \_\_\_\_\_, and both parties acknowledge and agree to the following terms and conditions, to wit:

**AMOUNT OF LEASE/RENTAL TERMS OF PAYMENT:**

\_\_\_\_\_ (Php \_\_\_\_\_), which shall be paid in full by the LESSER/RENTER to the LESSOR/COMPANY upon the signing of this Contract;

**PERIOD OF RENTAL:** The rental of this vehicle shall commence on \_\_\_\_\_ at \_\_\_\_\_ o'clock in the morning/afternoon/evening and shall end on \_\_\_\_\_ at \_\_\_\_\_ o'clock in the morning/afternoon/evening;

**SECURITY DEPOSIT:** A security deposit equivalent to **FIVE THOUSAND PESOS (Php 5,000.00)** shall be given to by the RENTER, together with the full rental payment upon signing of this Contract and the delivery of the rented vehicle, which security deposit shall be reimbursed to the RENTER upon return of the vehicle and after settlement of all the obligations of the RENTER, if any, *provided that*, in case of losses or damages caused to the vehicle and not chargeable to the COMPANY's insurance, such as stereo, tools, tires, rims, mirror, and other car accessories, the equivalent amount of the said damage shall be deducted from the security deposit;

**DAMAGED CAUSED TO/LOSS OF RENTED VEHICLE:** In case of damages caused to the rented vehicle in excess of Php 5,000.000, with the fault of the RENTER, the latter must secure a Police Report and shall pay the COMPANY an amount equivalent to FIVE THOUSAND PESOS (Php 5,000.00) as Participation Fee, plus ten percent (10%) of the total parts replacement and fifty percent (50%) of the daily rate, exclusive of the insurance proceeds, provided that, in case of loss or substantial damage to the said vehicle, the RENTER shall shoulder an amount equivalent to ten percent (10%) of the current market value of the rented vehicle, exclusive of the insurance proceeds, which shall be paid within seven (7) days from the date of

accident/loss/substantial damage, provided further, that the rented vehicle shall be considered to have been substantially damaged if the damage caused to the same is more than fifty percent (50%) of its value.

For damages assessed by our accredited repair shops to be less than Php 5,000.00, the renter must pay for the repair of the said damage portion rather than availing the insurance because it is more expensive to pay the insurance fees plus the 50% daily rate while the vehicle is in repair. It will also save your time. Payments can be deducted from the security deposit;

**CANCELLATION:** In case of cancellation of the RENTER's reservation or trip for any reason beyond the control of the COMPANY, the latter shall charge an amount equivalent to **forty percent (40%)** of the total rental if the cancellation is made within two (2) days from the scheduled date of rental;

**RENTAL EXTENSION/EXCESS HOURS: THREE HUNDRED PESOS (Php 300.00) per hour;**

**DELAY OF RETURN:** Any delay in the return of the rented vehicle without any prior advise whatsoever by the RENTER to the COMPANY shall compel the latter to automatically report the vehicle as missing to the POLICE Anti-Carnapping Group or other appropriate authorities;

1. **FLAT TIRES/TRAFFIC FINES WHILE ON RENTAL:** Flat tires and traffic fines incurred by the RENTER while on rental, vulcanizing charges, and other incidental expenses during the RENTER's trip shall be for his/her account;
2. **LOST/DAMAGED KEYS:** In case of the RENTER's failure to return car keys, a fee of THREE HUNDRED PESOS (Php 300.00) shall be automatically charged by the COMPANY, in case the key is left inside the car and the RENTER requested for the duplicate to open the car, a fee of FIVE HUNDRED PESOS (Php 500.00) will be charged;
3. **LOST/DAMAGED REMOTE:** The COMPANY will charge TWO THOUSAND FIVE HUNDRED PESOS (Php 2,500.00) for failure to return or damaged remote of the car;
4. **CAR WASH and FUEL:** It shall be the RENTER's responsibility to car wash and fill the engine's tank before returning the rented vehicle; if the RENTER failed to do so, he/she can opt to pay FOUR HUNDRED PESOS (Php 400.00) as washing fee;
5. **DAMAGED PARTS OF THE CAR:** Slight scratches and dents which are not covered by the insurance right away, shall be repaired and paid by the RENTER;
6. Please be informed that smoking inside the car is **STRICTLY PROHIBITED**. Foods which have foul smell like fresh sea foods, etc. and pet animals are also not allowed to be brought inside the car. Once these are violated, the COMPANY will charge the RENTER of the car detailing cost and fine of Php 1,000.00;
7. **SEDAN CARS** are not allowed to be brought to rough areas like Guiuan E. Samar, Buray to Taft E. Samar. Please request a bigger car if you are going to these routes. In the event the RENTER used the COMPANY's sedan car in these areas, any damage or parts replacement to the car will be charged to the RENTER in full amount;
8. **RELEASE OF LIABILITY:** The COMPANY shall not be liable to pay for any loss and damage not covered by the insurance policy, thus, the RENTER agrees to pay all the expenses beyond the limit of the insurance policy. Likewise, the COMPANY shall not be responsible for the loss of any valuables left in the rented vehicle. The RENTER hereby undertakes and guarantees that the rented vehicle shall be used and operated for a lawful purposes and in strict conformity with all applicable laws, ordinances, rules and regulations. Should the RENTER use or permit

the use of the rented vehicle for any unlawful purpose, the COMPANY shall not be liable for any and all penalties, fines or sanctions imposed by the existing law or ordinance, which shall all be for the account of the RENTER. The COMPANY is also not liable (like broken bridges, inaccessible roads, etc. caused by commotion, typhoon, or any natural calamity) that may damage or prevent the vehicle from reaching the destination on time;

9. **COURSE OF ACTION:** In the event that the RENTER violates any provision in this contract during its duration, the COMPANY may immediately request and demand the restoration and the return of the rented vehicle before the termination of this Contract. And the forfeiture of the security deposit and the amount of the rentals paid. Any action to be brought in pursuance hereof may be instituted within the city of Tacloban, at the option of the COMPANY. It is understood that the RENTER shall defray all costs of proceedings, attorney's fees, with legal interest if five percent (5%) per month for any account over thirty (30) days plus all other costs.
10. **FAITHFUL COMPLIANCE:** The parties herein agree to adopt all the stipulated terms and conditions appearing in this contract.

**Reminder:** The car should not be brought outside Region 8. In such case that it has been brought outside Region 8 without prior notice to the COMPANY, the RENTER is obliged to pay Php 10,000.00 PENALTY FEE and subject to investigation at our accompanied POLICE STATIONS.

**EMERGENCY NUMBER:**

**Police Department:**

**Tacloban City:** (053) 321-2021

**Ormoc City:** (053) 255-2024

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IN WITNESS WHEREOF, we have signed this instrument on the date and place above-stated.

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**Tacloban Rent a Car**

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**Renter's Name with Signature**

**Contact Number:** \_\_\_\_\_