

**TERMS OF PAYMENT:** For each rental, 50% of total rent is collected to secure the reserved rental dates. This amount is deducted from the total amount of the rental fee. In case of a lease period of less than 6 months, the total rental fee shall be paid at the start of lease. For lease of more than 6 months, we require 2 months' advance and 1-month deposit. Late payment is subject to 15% penalty of total dues. 8Drive accepts online transfers and both international and local Visa & Mastercard CREDIT CARDS through the PayPal platform. Renter expressly agrees not to remit payments in CASH to drivers. The deployment of the vehicle to the Renter shall be contingent upon the Renter's payment of the full amount at the commencement of the rental period. Additional identification documents may be requested for the purpose of verifying identity.

**MILEAGE Allotment for SELF-DRIVE AND REGULAR RATES only:**

**(A) Unlimited Mileage** - Applicable to rates exceeding Php 1,500 per 24 hours.

**(B) 100 km/day** – Applicable to rates less than Php 1,500 per 24 hours. Any mileage exceeding this allocation will be charged Php 15 per kilometer.

The vehicle is permitted for operation anywhere in Luzon, excluding the MIMAROPA region. An additional charge of Php 4,500 per day will be levied if the vehicle is operated outside the specified region without prior approval from 8Drive.

**FUEL:** Each vehicle is supplied with a reasonable quantity of fuel as indicated in the Vehicle Condition Form. The Renter is responsible for replenishing the fuel to the same level at their own expense upon the vehicle's return. In the event the Renter requires a full tank, please request at least 12 hours prior to the commencement of the rental period.

**CLEANING FEE** 8Drive will provide you with a well-maintained car. It has been cleaned inside-out for your comfort. Please keep it clean and well maintained. A minimum of Php500 cleaning fee will be charged if the car is returned dirty.

**IN CASE OF DAMAGE TO VEHICLE: For Self-drive, it is expected that the RENTER is fully responsible for the care of the rented vehicle.** Renter must immediately report any damage or incident to 8Drive and secure all the following documents. **Renter will shoulder all expenses in case these documents are not secured:**

1. Police report;
2. Photocopy of driver's license of all involved parties;
3. Video recording or photo evidence.

**Three options are available for resolving damages:**

**(1) Insurance Coverage:** Valid damages will be covered by insurance when the required documents are presented. The Renter assumes responsibility for the participation fee associated with the insurance, including 50% of the regular daily rate for the vehicle rental during the insurance claim process up to the release of repaired vehicle.

**(2) Renter's Repair:** The Renter may opt to have the vehicle repaired at their preferred repair shop. During the repair period, the Renter will incur charges equivalent to 50% of the regular daily rate for the vehicle rental.

**(3) 8Drive's Repair:** 8Drive will oversee the vehicle's repair and assess charges based on the damaged panels. Additionally, 50% of the regular daily rate for the vehicle rental will be applicable during the repair duration.

**INSURANCE EXCLUSIONS:** The renter will be liable, however, for the full cost of damage if: (a) the car is driven in violation of the Rental Agreement; (b) for failure to submit a police report & a photocopy of the driver's license & passport; (c) under-chassis & overhead damages; (d) if vehicles are driven on unsealed or unable roads or surfaces; (e) caused or traceable to natural calamities like typhoons, floods, earthquakes or volcanic eruptions, etc.

**PARKING & TOLL FEES / TRAFFIC & TOW FINES / FLAT TIRES WHILE ON RENTAL:** Will be shouldered by the renter for self-drive agreement.

**TOLL RFID/CARD:** All toll RFIDs are to be loaded by the renter. Lost cards will be charged Php 1,000.00. At the end of the rental, excess load will be reimbursed to the renter up to a maximum of Php 500 only.

**LOST / DAMAGED KEYS:** Renter's failure to return car keys in good condition is charged with a fee of Php 17,000.00.

**SMOKING:** Smoking is strictly prohibited in the rented vehicle. Any evidence of smoking will incur a charge of Php 11,500.00 for damages and restoration costs.

**RENTAL EXTENSION:** An extension can be requested 12 hours prior to return time (Subject for approval). Extension is Php 250/hr at a maximum of 6 hours. Longer than 6 hours extension will be considered as 1 day rent. Failure to request for an extension will be deemed as EXCESS HOURS. The cost of extension will be billed to the RENTER and will have to be settled within 2hrs. Otherwise, 8Drive will pull out the vehicle and charge the RENTER for the excess rent period.

**EXCESS HOURS:** Use of the vehicle beyond the agreed return time specified herein shall be subjected to the EXCESS HOUR rate of Php 450/hr. A fraction of an hour is considered as a full hour. Any delay in the return of the vehicle without any advise whatsoever will be immediately reported as carnapped to Task force Limbas / Anti-Carnapping Group.

**CANCELLATION:** Unused days are non-refundable should RENTER terminate the rental before the agreed rental end time and should renter violate any of the terms and conditions stated. The reservation fee is non-refundable but can be used to re-book another rent within a period of 30 days.

**MAINTENANCE:** For long term rentals, **RENTER agrees and will coordinate** the best time for them to let 8Drive pull out the rented vehicle and bring it in **for preventive maintenance**.

**DRIVER'S LICENSE** Renter must possess a valid driver's license which must have been held for at least two (2) years. A foreign driver's license is valid for a maximum of 90 days from the date of arrival in the Philippines. An international driving permit (IDP) will be required of a renter holding a non - English license.

**INDEMNITY** Regardless of insurance coverage, Renter shall fully indemnify the Owner for any loss, damage, and legal actions, including reasonable attorney's fees that Owner suffers due to Renter's use of Vehicle during the term of this Agreement, including but not limited to, damage to the Vehicle, damage to the property of others, injury to Renter, and injury to others. This provision survives the termination of this Agreement.

**OWNER WARRANTY** The Owner represents that to the best of his knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

**RENTER WARRANTIES** The Renter agrees that Renter will not (a) use the Vehicle to carry any passengers other than Renter and their companions; (b) allow any other person to operate the Vehicle; (c) operate the Vehicle in violation of any laws or for an illegal purpose and that if Renter does, Renter is responsible for all associated, tickets, fines, and fees; (d) use the Vehicle to push or tow another vehicle; (e) use the Vehicle for any race or competition; (f) operate the vehicle in a negligent manner.

**ARBITRATION** In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement, the Parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Pasig City in accordance with the rules of the Philippine Institute of Arbitrators then in effect with one (1) arbitrator to be selected by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator, then the Philippine Institute of Arbitrators shall select an arbitrator from the National Panel of Arbitrators. The laws of the Republic of the Philippines shall apply to the arbitration proceedings. The Parties agree that the arbitrator cannot award punitive damages to either Party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**DISPUTES AND GOVERNING LAW** The laws of the Republic of the Philippines without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.

**GENERAL** This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Affiliate. No alteration or modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized Affiliate of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized Affiliate of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.