

EMSA RENT A CAR LTDA.

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CHARGE AUTHORIZATION TO THE CREDIT CARD

In _____ (CITY), _____ (DAY) of _____ (MONTH), _____ (YEAR), with the enforcement of this document Mr/Mrs (name that appears in the credit card) _____, Identity card/ Passport Number _____ issued in the country of _____, with residence in the city of _____, phone number _____, accept and declare that, voluntarily authorise **EMSA RENT A CAR**, to charge your credit card according to the lease contract number _____ or any other lease contract of a vehicle that is delivered as a replacement, under the following concepts;

- Charge of \$ _____ for lease contract from ____ / ____ to ____ / ____
- Charge of \$500.000 (800USD) guarantee concept.
- Charges for deductibles not included in the fee.
- Charge to the highest Price of leasing due to a delay in the return of the vehicle.
- Charge for traffic fines due to traffic violations committed during the leasing. (the delay in the charge of this concept can vary depending the municipality, consequently they can be charged until six months later of having finished the contract).
- Charge for additional services and/or requested equipments during the lease period, as well as the los sor substitution of any of these.
- Charge for missing fuel.
- Charge for any future expenses to the date of return and the visual inspection of the manager, due to damage that can be checked only under supervision and evaluation of our own mechanical workshop or an external one, caused by an inappropriate driving or not reported accidents.
- Charge for damage or accidents, for their own or third parties, damage to public property or private and/ or robberies.
- Charge for any item which is not included according the contract.
- The card to charge will be the detailed below:

BRAND: <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA <input type="checkbox"/> DINNERS NUMBER: _____ EXP. DATE : ____ / ____
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Without the need that these charge documents are signed by me, as well as the balance generated or registered during the entire stay.

In case that EMSA Rent a Car, does not have immediately the repair costs of the caused damages to the vehicle and/or to others, it will send the detail of the charges to the following email address:

EMAIL ADDRESS

EMSA Rent a Car limits to deliver the detail costs that will be charged to the credit card previously mentioned, not so, any manage of refund by the issuing bank to the client, holding EMSA Ren a Car harmless from all responsibility in ase of a no refund from the responsible bank.

CARDHOLDER SIGNATURE

*IDENTITY CARD/PASSPORT AND CREDIT CARD PHOTOCOPY ARE ATTACHED

TERMS AND CONDITIONS

EMSA RENT A CAR confirms categories of vehicles, NOT specific car models.



1. LEASE REQUIREMENT

- a) Identity card / Passport **VALID**.
- b) Driving license **VALID** until the end of the contract.
- c) Minimum age: **25 years**.
- d) Credit card to withhold the equivalent amount of the rental value, more additional, plus \$500.000, as a guarantee. In case that the guarantee has been taken in a different location from the drop off, in cash or by bank transfer, there is a maximum term of 48 hours to make the return of it.

2. INCLUDED IN THE FEE

- a) Unlimited mileage when the lease is for more than one day. (a day lease includes only 350 unlimited kilometers; each additional kilometers costs **\$180 (CLP)**).
- b) Second driver without extra cost. Additional drivers, have a cost of **\$5.000 (CLP)** daily.
- c) Roadside assistance (See conditions in point 9).
- d) Insurance cover for the rented car with a deductible of **15 UF+ IVA (\$650.000 CLP or 800USD app.) for minor damages and of 40 UF + IVA (\$1.700.000 CLP or 2.250 USD app.) for major damages or total loss and/or damages to third parties**.
The deductible is applied equally for any damage suffered by the vehicle, caused for you or for third parties (dents, scratches, pricks in the windscreen, broken tires, etc). Damage caused by the nature is also considered like deductibles, for example: whirlwinds, rock falls, animal crossing, strong winds, etc.).
In case of robbery or theft the deductible of higher damage or total lost must be paid.
This branch does **not count with the option of full insurance or "without deductible"**; therefore, you are responsible to pay the cost of the deductible for all damage. Insurances of this kind of contracts in your country of origin are not applied for the zone).

3. EXCLUSIONS OF INSURANCE. THE INSURANCE DOES NOT GIVE COVERAGE IN THE FOLLOWING CASES:

- a) They are not covered by the insurance and obviously the cost associated to the deductible is 100% for damage caused for negligence or misuse of the lessee. For example: damages caused to the engine for not stopping the vehicle immediately after an impact that may have caused damage in the water cooler or in the oil sump.
- b) It is strictly prohibited to repair or replace the broken pieces or spare parts, including tires, or move the vehicle from the accident location without authorization of EMSA. **Under no circumstances they will be refunded.**
- c) Damages to the tires or inner tubes are excluded.
- d) Driving under the influence of alcohol or drugs: they have no right to any kind of insurance.
- e) Consequential damage.
- f) Drivers not included in the contract: do not have access to any insurance.
- g) Damage caused for the traffic in the route 40 ARGENTINA between estancia TAPIAIKE and CERRITO, called "LA CORTADA" are not covered. We suggest to use the road for ESPERANZA (route 7 and 5). For more information ask to our executives.
- h) If you make any damage to the car and do not report it by the time when returning it, it will be considered fraud and it will be subject to the Chilean Law.
- i) Tire breakage is not covered by the insurance. If you return the tire punctured, you will be charged \$25.000. In case of returning it unusable, there will be a charge depending on the degree of wear of the tire according to the table of charges.

4. ACCIDENTS

- a) In the case of an accident, robbery and/or theft, an immediate proof has to be made in the police station Carabineros de Chile (only if there are not injured people) and then, communicate with our office IMMEDIATELY.
- b) The client must present a simple affidavit (provided by the rental company) pointing information about the vehicle, the driver and a description of the events which caused the accident. The declaration must be legible and truthful. In case of the participation of third parties, the vehicle data and information of the owner have to be given.
- c) The violation of the mentioned above, will take away all the benefits of any kind of insurance of the client.

5. LOSS, MISDIRECTION OR OMISSION OF DOCUMENTS

If the vehicle documents are not returned at the end of the lease contract, and additional charge of **\$60.000 (CLP) +IVA** will be applied.

6. FUEL

- a) The vehicles must be returned with a full fuel tank and in the same conditions. Otherwise, they will have to pay an amount of money per liter of **\$2.200 (CLP)**
- b) In case another fuel is used, different of the required by the vehicle (Diesel instead of petrol or viceversa) the additional costs of the cleaning of the tank, engine or any other damage, will be of total responsibility of the client.

7. EXIT PERMIT TO ARGENTINA

- a) This exit permit allows clients to circulate in Argentina with a vehicle of our property with protection in case of an accident, through the delivered documentation (Notarial authorization, compulsory international insurance and customs form for multiple exits).
- b) Argentinean nationality **CAN'T** processes this permit, unless they certify their permanent residence for more than a year in Chile through a certificate released by the corresponding consulate.
- c) Once the permit is released, there is no right to return.
- d) It is prohibited stay more days than the ones established in the Customs Form in foreign territory. Otherwise, you will be responsible to pay in full the vehicle, due to the fact that this may be held by the authorities in the Customs of Argentina.
- e) The cost change depending on the days requested; **from 1 to 14 days = \$80,000 (CLP) From 15 to 30 days = \$140.000 (CLP)**. It is important to indicate that calendar days are considered.
- f) In case of an accident, border closure or climatic reasons or any other reason, the client continues being responsible for the vehicle, and the contract keeps open until this will be received in any of our offices. The travel costs, tow service, customs fines, extra days, etc., must be assumed by the client.
- g) In case for any reason the client must stay in Argentinian territory, **previous to the unique expiration form delivered**, must communicate immediately with our offices or go the Province Customs office. Otherwise, you will find yourself in the situation shown in the point d.
- h) The required documents for the exit of the national territory, must be requested 10 days before the start of your lease. In case of trying to cross the border without having requested the documentation, a fine of \$200.000 (CLP) will be charged.
- i) If the SINGLE FORM is returned, without any of the ENTRY AND EXIT COUNTRY stamps, a fine of \$700.000 cipi will be charged for passing through a non-authorized place or ignoring customs inspection.

8. ADDITIONAL EQUIPMENT

- a) Emsa Rent a Car is not responsible for the additional services and equipments that have not been confirmed in the reservation.
- b) The additional services and/or equipments are subject to availability and have a charge associated.

9. ROADSIDE ASSISTANCE SERVICE (CRANES)

- a) The roadside assistance service in the national territory (cranes) is a cost that the client must pay ADDITIONAL TO THE DEDUCTIBLE (battery charging, collision, accidents, overturning, door openings, tires change, any failure in the vehicle due to negligence or misuse of the vehicle, etc.) and only in case of a failure proper of the vehicle or its maintenance, the service is free for the client. **The cost of the rural assistance is \$1.500 (CLP) per kilometer. For urban assistance the cost is \$25.000 (CLP) and for urban tow service the cost is \$50.000 (CLP).**
- b) In case of accident is mandatory to take the car by crane to the origin location, in order to avoid possible additional damage to the vehicle.
- c) Care prices reference:

- Puerto Natales - Torres del Paine (o viceversa):	\$ 297.500.-
- Puerto Natales - Punta Arenas (o viceversa):	\$ 297.500.-
- Torres del Paine - Punta Arenas (o viceversa):	\$ 535.500.-
- El Calafate - Punta Arenas (o viceversa):	\$ 1.290.000.-

TERMS AND CONDITIONS



10. LOST OR FORGOTTEN OBJECTS

We remind you to check the vehicle and take all your belongings before returning it. Our company is not responsible of forgotten objects for the clients.

11. PROHIBITIONS

- a) The client is forced to use the vehicle in a responsible and proper way, avoiding risk situations, in case of unfulfilment, the contract will be finished with anticipation, without any kind of compensation and excluded of all coverage.
- b) It is prohibited to use the vehicle for something different that the one established. For example: use it for a paid transportation or as a public service vehicle; use it for dangerous cargo transportation or to exceed its maximum capacity; use it for dangerous situations such as bets, races, road maps, etc.; to drive under the influence of alcohol, drugs, or any kind of substance that can alter the senses; to drive without the required documents; translate the vehicle out the national territory, except with the authorization of the car rental; retire, alter or manipulate the TAG of the vehicle; leave the vehicle; use the vehicle to commit of an offence or crime; exceed the speed limits, drive in roads not recognized, sublet or cede the vehicle to a third party, etc.

12. REPLACEMENTS

The vehicle will be replaced without any extra cost to the established price when this shows mechanical failures due to the vehicle itself and its maintenance. The replacement will be a vehicle of the same category if the possibility exists.

13. CLEANING

The vehicle cleaning after the renting is included in the fee, except in situations of an excessive dirt, rubbish inside the car, stains, uncomfortable smells, etc. In these cases there will be an extra charge for cleaning, according the fee.

14. USE OF THE AIRPORT PARKING

The parking area of Rent a Car is exclusively used for the deliveries or returnings of the vehicles, so during the stay in the zone, can't use this space.

15. MAINTENANCE

In case the vehicle achieves the indicated mileage for maintenance during the renting, it is the client responsibility to communicate with any of the branches of EMSARent a Car.

16. BABY/ KIDS SEATS

The installation of chairs or seats is fundamental for your own security, so it can't be installed by for staff members of EMSARent a Car.

17. TIME OFF

Our attention schedule is from Monday to Friday from 9.00 to 5.30 p.m. There is the possibility of Deliveries and Returns outside these hours, paying an extra charge of \$14.000 per time. This charge will also be considered for holidays in our country.

18. NO SHOW

The reservations have a validity of two hours after the confirmed renting hour, after that time EMSA can cancel the reservation. An extension of the contract is possible, previous notice 24 hours before the time stated for the returning. Otherwise, a 50% will be recharged to the fee for the extra days.

19. DELAYED CHARGES

The credit card enterprises, through an annex agreement, authorize our company to conduct transactions of delayed charges to its card for fines or violations to the traffic laws established in our country.

The client signs to assume responsibility of all fines indicated during the renting period. And authorizes the delayed charge of the cost of this in the credit card indicated in the renting contract.

Likewise, the client accepts the delayed charges for concept of replacement of tires, if these are not repaired (see 3.b point) or the company checks they are in unusable conditions.

If the vehicle can't pass an optimal ocular inspection due to the fact that this was returned very dirty, the company can place delayed charges as concept of the deductible if minor damage were found in the car body or inside the vehicle.

20. RECOMMENDATIONS FOR A SAFE DRIVING

The client signs in agreement to the recommendations of defensive driving established in the security card assuming his/her responsibility in case of an accident.

The client knows the procedure to follow in case of an accident for the correct insurance cover.

I DECLARE TO ACCEPT THE PARTICULAR CONDITIONS OF THIS DOCUMENT AND THE GENERAL CONDITIONS OF THE LEASE CONTRACT OF EMSA RENT A CAR AVAILABLES IN www.emsarentacar.com

FOR ALL LEGAL PURPOSES, THE PARTIES ESTABLISH THEIR DOMICILE IN THE CITY OF PUNTA ARENAS-CHILE AND SUBMIT TO THE JURISDICTION OF THEIR COURTS OF JUSTICE.

ACCEPT TERMS AND CONDITIONS

ACCEPT RECOMMENDATIONS OF SAFE DRIVING

ACCEPT DELAYED CHARGES

PERMIT REQUEST INTERNACIONAL EXIT
YES <input type="checkbox"/> NO <input type="checkbox"/>
FROM _____ TO _____
COST \$ _____
