

Obligations of the Renter

1. The Renter accepts the provisions of this rental agreement and has received a copy of it.
2. To qualify to rent the renter must present at the time of rental a current driver's license and valid major credit card in the renter's own name with available credit.
3. The driver shall be at least 20 years of age and shall have held a driver's license for at least one year before renting a vehicle. The Renter shall abide by Icelandic law and regulations when driving.
4. The Renter shall return the vehicle as stated below:
 1. With all attachments, including tires, tools, documents, and other items that we're in or on the vehicle upon rental, in the same conditions as upon reception, except for normal wear and tear from use. If something is missing the Renter agrees that the costs price of individual items that are absent when the vehicle is returned will be charged to his or her credit card which the Renter used at the beginning of the rent. The same applies if extra parts that came with the vehicle are missing upon the vehicle's return or if returned in an unsatisfactory condition, i.e. these items will be charged to the credit card used at the beginning of the rent.
 2. At the predetermined time as stated on the front page of the agreement or sooner if the lessor demands it.
 3. At the lessor's where the vehicle was rented, unless otherwise agreed. If at the end of the rental period the vehicle is not left at the lessor's venue of the rent, the lessor is authorized to charge the renter for pick-up of the vehicle according to its pricelists.
 4. The vehicle should be returned with the same amount petrol in the tank if not, the the lessor is authorized to charged the renter for the difference.
5. If the Renter does not return the vehicle at the correct time according to this rental agreement or negotiates extended rental with the the lessor's office , the lessor or the police are authorized to take possession of the vehicle without further notice at the Renter's expense. Extended rental is subject to the consent of the lessor. If the Renter returns the vehicle 1 hour or more after the expiry of the rental period, the lessor is authorized to collect as much as a one-day may collect all charges as per the company's pricelist.
6. The vehicle shall be cautiously and carefully driven. Only persons who are registered with the lessor as the drivers and who meet the provisions of item 2 above, are authorized to drive the rented vehicle. If the vehicle is driven by a person who is not registered in this rental agreement, all insurance becomes null and void, in which instance the Renter is fully liable for the vehicle, for

damage it may sustain, damage it may cause others, items or vehicle, and obligates to pay such damage in full.

7. The Renter has objective liability in respect of the vehicle towards the lessor, for example, because of the damage sustained by the the lessor if the vehicle is stolen or if the vehicle sustains damage that will not be compensated by the company's insurance company.
8. The Renter has objective liability in respect of the lessor for damage derived from the use of the vehicle and will not be compensated by the lessor's insurance company, including damage to passengers or other persons.
9. The Renter shall change flat tires itself and responsible for paying the damaged wheels due to flat tires driving according to its pricelists.
10. The Renter is liable for damage derived from the use of the vehicle and will not be covered by the vehicle's insurance company, including damage to the vehicle and/ or passengers that may be traced to the following factors:
 1. Off-road driving.
 2. Driving in rivers or any kind of watercourse.
 3. Intentional actions or major negligence.
 4. Driver's usage of intoxicans.
 5. Usage of the vehicle that is in breach of Icelandic law and/ or the provisions of this rental agreement.
11. The Renter is unauthorized:
 1. Off – road driving, for example, in paths and tracks, on beaches, in areas only accessible during low tide, or in other trackless areas.
 2. Driving rental cars on roads or tracks with no roadnumber is forbidden. Passenger cars and 2wd vehicles are strictly forbidden on roads that are marked with an F on public maps, as well as driving Kjölur (road 35) or Kaldidalur (road 550). Driving on F-roads is only allowed on 4X4 (four-wheel drive) jeeps that the renter agrees as appropriate for being driven on such roads. A breach of this Article authorizes the lessor to collect fines from the Renter, equaling the amount of own-risks. Cf, the pricelist of the lessor at any given time. The aforementioned provisions on does not affect the Renter's liability regarding damage.
 3. Driving under the influence of any intoxicans.
 4. Driving in or across rivers or any kind of watercourses. Such driving, is totally the responsibility of the Renter, cf, also Item i, Article 30.
 5. Driving in banks or snow and ice.
12. **In the instance of collision or another accident, the Renter shall immediately notify the police, as well as the lessor. The Renter may not leave the venue of collision or accident until this has been done and until the police have arrived or as damaged report has been prepared. The Renter shall immediately fill out the damage report if damage has occurred. If the Renter does not report the damage within 12 hours from its occurrence, the Renter is fully liable for the damage and shall in such instance pay for it in full irrespective of the collision damage waiver**

(CDW) that is attached to the insurance taken out by the Renter at the beginning of the rent.

13. The number of kilometers (km) the vehicle is driven during the rental period is determined by reading the vehicle's odometer. The Renter shall notify the lessor without delay if the odometer is or will become inactive while the vehicle is at the responsibility of the Renter and shall abide by all the instructions of the lessor regarding this, including taking the vehicle in for repair. The lessor is authorized to assess the number of kilometers driven in the event of the odometer not working.
14. The Renter agrees to pay the lessor a required deposit in the estimated amount of the rent and/ or other charges the Renter may be subjected to regarding the rent.
15. The Renter is not authorized to have repairs or changes made of the vehicle and its attachments or to place them as guarantees without the prior consent of the lessor.
16. The Renter is responsible for all parking tickets and fines for traffic violations. The lessor reserves the right to collect a charges from the Renter, charged against his or her credit card, according to the lessor's pricelists, if it turns out that the lessor has to pay fines for the Renter and / or inform the authorities about the Renter because of the traffic violations.
17. The Renter is not authorized to use the vehicle for transporting passengers against payment, lend it or sub-lease it.
18. The Renter shall pay all collection costs that fall on the lessor if the lessor launches collection measures because of this rental agreement.
19. The Renter is responsible for all expenses derived from transporting the vehicle to the lessor's locations, as decided by the lessor, in the event of transportation because of an accident or damage to the vehicle, or for other reasons. In such instance the collision damage waiver (CDW) has no impact.

Obligations of the lessor

1. The lessor guarantees that the vehicle meets the requirements made on it.
2. If the vehicle malfunctions because of normal wear and tear, or for other reasons for which the Renter cannot be at fault, the lessor shall make another vehicle available to the Renter as soon as possible, or see to it that the repairs are made as soon as possible at the location decided by the lessor. The aforementioned does not affect the payment of the rent or other which the Renter should pay according to this rental agreement. The lessor pays no compensation in the instances stated above, neither because of accommodation or other.
3. The lessor shall inform the Renter of the contents of this rental agreement, particularly the obligations the Renter undertakes by signing it.

4. The lessor shall to the extent possible inform foreign Renters about the Icelandic traffic regulations, the traffic sign and the rules prohibiting off-road driving, as well as hazards caused by the presence of animals on the roads.
5. If the lessor wishes to limit the use of a vehicle with respect to its structure and / or the conditions of the roads, in other respects that stated in this rental agreement, this shall be done in writing upon the signing on this rental agreement.
6. The lessor guarantees to always have valid liability insurance for its operation.
7. The lessor is not liable for the disappearance of items or damage to them, which the Renter or another party kept or transported in or on the vehicle.

Insurance and own-risk fee (Collision Damage Waiver)

1. The rental fee includes the mandatory vehicle insurance, i.e. liability insurance and accident insurance for the driver and the owner.
2. Third-party liability insurance and the accident insurance for the driver are to the amount stipulated by Icelandic Law at any given time. The Renter's own-risk (CDW) because of damage to a vehicle may amount to the full value of the vehicle; cf. a. Further stipulation of own-risk on the front page of this contract.
3. The Renter may pay an own-risk fee and thereby reduce his or her liability. The amount of the own-risk fee is according to the pricelist of the lessor. Notwithstanding the payment of the own-risk fee, the Renter is always obligated to pay a minimum amount in the event of damage to the rented vehicle during the time the vehicle is at the responsibility of the Renter. This amount is determined in the pricelist of the lessor. Each own-risk only applies to one incident. In instance of more damage that obviously did not occur at one and the same time, each own-risk CDW applies to only one incident.
4. The amount own –risk fees (CDW) vary, depending on how high the amount of damage they apply to. In respect of own-risk fees (CDW) and to which damage amount such payments apply, a reference is made to the pricelist of the lessor, which is deemed as being a part of this rental agreement if an own-risk fee (CDW) is paid. The payment of an own-risk fee (CDW) does not reduce the Renter's own-risk because of damage to the vehicle in the following instances:
 1. Intentional damage or damage resulting from major negligence by the driver.
 2. Damage resulting from the driver being under the influence of intoxicants or is in other respects incapable of controlling the vehicle in a safe manner.
 3. Damage resulting from racing or test driving.
 4. Damage resulting from warfare, revolution, riots and / or civil unrest.
 5. Damage caused by animals.
 6. Holes burned into the seats, carpet or mats.

7. Damage affecting only wheels, tires, suspension, batteries, glass, radio equipment, as well as damage due to the theft of individual parts of the vehicle and damage derived thereof.
 8. Damage caused by driving on rough roads, for example, to the transmission, the drive shaft ATH, other parts in or on the chassis of the vehicle, damage to the chassis of the vehicle caused by the vehicle bumping against uneven roads, for example, road shoulders caused by motor graders, rocks lodged in gravel roads or by the edges of roads. The same applies to damage resulting from loose rocks hitting the bottom of the vehicle when being driven.
 9. Damage resulting from the vehicle being driven in areas where driving it is banned, for example, driving on paths, tracks, banks of snow, ice over or in unbridged rivers, streams or other watercourses, on beaches, places that are only accessible during low tide or other trackless areas.
 10. Damage to vehicles caused by driving on roads marked with an F in public maps and on the Kjölur and Kaldidalur roads.
 11. Damage to the vehicle caused by sand, gravel, ash, pumice or other kinds of earth materials being blown against it.
 12. If the vehicle is shipped by sea, the payment of the own-risk fee does not apply to damage caused by seawater.
 13. Damage to the lessor because of the vehicle being stolen.
 14. Water damage to the vehicle.
5. Subject to the payment of a special fee, TP fee, the Renter can reduce his or her liability for the lessor's damage derived by the vehicle being stolen. Notwithstanding the payment of the TP fee, the Renter must always pay a minimum amount if the vehicle is stolen while at the responsibility of the Renter. This amount is determined in the pricelist of the lessor.
 6. No insurance covers to the chassis or caused by driving in rivers or lakes. The own-risk fees (CDW and SCDW) do not cover such damage. The Renter is fully liable for such damage; see further the item above on insurance.
 7. Self risk of CDW is 500.000 ISK (approx 4.050 EUR). With SCDW own risk is lowered to 100.000 ISK (approx 800 EUR).

General Provisions

1. Cancellation policy is 48 hours prior to pick up of the rented vehicle. If the renter cancels with more than 48 hours notice a full refund will be issued. Cancellations within 48 hours will not be refunded..
- 2.
3. The lessor is authorized to take possession of the vehicle at its discretion and without notice if it has been illegally parked or has been used in a manner that does not conform to this rental agreement or law and regulation, or if the vehicle appears to be abandoned.

4. In instances where the lessor exercises its right according to the aforementioned, this by no means affects the payment of the rental fee or other which the Renter shall pay according to this rental agreement. If, however, the vehicle is re-rented to a third party within the agreed rental period the amount of the rental fee shall be deducted to the extent where the rental periods of the Renter and the third party coincide. The lessor decides unilaterally at any given time whether the Renter will be provided with another vehicle instead of the rented one, i.e. in instances of any breach of the rental agreement. If the Renter receives another vehicle of a different and less expensive vehicle type, the Renter will receive no reimbursement of the balance. If there is only a more expensive vehicle and the vehicle which the lessor decided to make available instead to the Renter, charged to the credit card presented by the Renter upon the beginning of the rent or later.
5. The lessor is authorized to charge against the Renter's credit card the rental fee and other the Renter should pay according to this rental agreement, including payments because of damage to a vehicle while in the possession of the Renter, and also because of lost rental days because of damage, taking into consideration the utilization ratio of the lessor's fleet of vehicles, and the lessor alone shall hold the power to decide when this is done and whether done in one transaction or not. The Renter's signature to this rental agreement equals the Renter's signature to credit-card withdrawals because of the payments that the lessor charges against the Renter's credit card and which the lessor should rightfully receive on grounds of the provisions of this rental agreement.
6. **The lessor is authorized to charge Renter's credit card for EXTRA SERVICES. (giving restart of the vehicle due to losing battery power/ unable to turn off the lights) (If the renter crashed and damaged their rental car TO GET AND REPLACE THEIR RENTAL CAR cost: 5.000 ISK with in REYKJAVIK and,KEFLAVIK AREA.. OUTSIDE REYKJAVIK AREA WILL CHARGE 300 ISK PER KILOMETER (BACK and FORTH)**
7. The Renter confirms with his or her signature to this rental agreement and the damage report that he or she received the vehicle and attachments in sound condition.
8. This rental agreement shall always be in the vehicle while at the responsibility of the Renter.
9. Any amendments or annexes to this rental agreement are subject to being made in writing and confirmed with signatures of both parties to the agreement.
10. This rental agreement and agreements entered into on grounds of the aforementioned provisions, as well as claims for damages that may subsequently be made, fall under the auspices to claims for damages on grounds of liability outside of agreements. A case arising over this agreement shall only be filed at the legal venue of the lessor.

11. Matters of disagreement between the parties to this agreement may be brought before the Arbitration Committee of the Icelandic Consumers Association and the Icelandic Travel Industry Association.

Returning Vehicle is Keflavik Airport

1. SUMMER SEASON.
2. We always rent and return the cars at the KEFLAVIK office and drive the people to KEFLAVIK AREA or KEFLAVIK AIRPORT (if they have booked a PICK UP and DROP OFF). For dropping the car NOT IN THE OFFICE we will charge 5.000 ISK .
3. WINTER SEASON.
4. Follow the signs pointing you to P3 (Long term parking). This is a large area, split into A1, B1, C1, and so on. You will leave the car in C3. You will receive a ticket upon entry, put this ticket (along with the GPS if you have one) and your keys in the glove department and leave the car **unlocked**. From there we will pick it up. WITH THE CAR RENTAL PERMISSION. Please remember to take all valuables with you.