

## Hokkaido Luxury Car Rental – Full Rental Agreement (English Translation)

HOKKAIDO LUXURY CAR RENTAL  
RENTAL AGREEMENT TERMS AND CONDITIONS  
(Revised on December 9, 2025)

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### CHAPTER 1 GENERAL PROVISIONS

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(Article 1 Application of Terms and Conditions)

The Company rents automobiles ("Rental Cars") to the Renter pursuant to these Terms, and the Renter shall accept the rental. Matters not stipulated herein shall be governed by applicable laws and general customs.

2. When a reservation request is received from the renter, the Company shall, in principle, honor the reservation within the scope of the rental cars it possesses.

In such cases, the renter shall pay the separately stipulated reservation deposit, except where the Company specifically approves otherwise.

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### CHAPTER 2 RESERVATIONS

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(Article 2 Reservation Application)

The Renter may apply for a reservation by agreeing to these Terms and the Fee Schedule, specifying the vehicle class, rental start time, rental location, rental period, return location, driver, optional accessories, and other rental conditions.

2. The Company shall, in principle, accept the reservation within vehicle availability. A reservation deposit may be required.

(Article 3 Reservation Changes)

The Renter must obtain prior approval from the Company to change the reservation details.

(Article 4 Reservation Cancellation)

The Renter may cancel a reservation using the Company's prescribed method.

2. If cancelled for any reason attributable to the Renter, the following cancellation fees apply:

- 7–3 days prior: 30%
- 3–1 days prior: 50%

- Day before/same day: 100%

If the Renter does not initiate rental procedures within one hour of the reserved time, the reservation may be considered cancelled.

3. If cancellation is due to the Company's circumstances, no fee shall be charged.
4. If the agreement cannot be concluded due to accident, theft, natural disaster, recall, or uncontrollable causes, the reservation is deemed cancelled.

#### (Article 5 Substitute Vehicles)

If the Company cannot provide the reserved vehicle class, it may offer a substitute vehicle.

2. If accepted, the substitute vehicle will be rented under the applicable conditions.
3. The Renter may decline and cancel the reservation.
4. Cancellations due to unavailability of the reserved class are treated under Article 4(3).

#### (Article 6 Disclaimer)

Except for Articles 4 and 5, neither party shall make claims due to reservation cancellation or non-conclusion of the agreement.

#### (Article 7 Prohibition of Third-Party Reservations)

Reservations must be made by the actual Renter only.

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### CHAPTER 3 RENTAL AGREEMENT

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#### (Article 8 Conclusion of Rental Agreement)

The rental agreement is concluded when the Renter specifies the rental conditions and the Company confirms terms and fees—unless no vehicle is available or the Renter/Driver meets disqualification conditions.

2. Upon agreement, the Renter must pay the rental fees.
3. Based on the basic directive of the supervising authority (Note 1), our company shall, upon concluding a rental agreement, request the renter to present the driver's driver's license and submit a copy thereof, in order to record the driver's name, address, type of driver's license, and driver's license number (Note 2) in the rental log (original rental record) and the rental certificate prescribed in Article 14, Paragraph 1, or to attach a copy of the driver's driver's license.

In such cases, if the lessee is the driver, they must present their own driver's license and submit a copy thereof.

(Note 1) The basic directive of the supervising authority refers to items 2.(10) and (11) of the "Basic Directive Concerning Rental Cars" (Jitabi No. 138, June 13, 1995) issued by the Director-General of the Automobile Transportation Bureau, Ministry of Land, Infrastructure, Transport and Tourism.

(Note 2) "Driver's license" means a driver's license as prescribed in Article 92 of the Road Traffic Act, specifically the driver's license in the format specified in Appendix 14 of the Enforcement Regulations of the Road Traffic Act (Article 19).

Regulations, Article 19, Appendix Form No. 14. Furthermore, an international driver's license or foreign driver's license as stipulated in Article 107-2 of the Road Traffic Act (limited to international driver's licenses issued by a contracting party to the Geneva Convention and conforming to the format specified in said Convention) shall be deemed equivalent to a driver's license.

4 Upon concluding a rental agreement, the Company may request the Renter and Driver to submit identification documents in addition to a driver's license, and may make copies of the submitted documents.

5 Upon concluding a rental agreement, the Company may request the Renter and Driver to provide a mobile phone number or other contact information for communication during the rental period.

6. Upon concluding the rental agreement, the Company may require the Renter to pay by credit card or cash, or may specify another payment method.

(Article 9 Refusal of Contract)

The Company shall refuse rental if the driver:

- Lacks required license
- Is intoxicated
- Is under influence of drugs
- Attempts to transport a child under 6 without a child seat
- Is part of an organized crime group
- Has acted violently or unreasonably toward Company staff
- When the driver is not at least 28 years old but under 70 years old, or has held a driver's license for less than 3 years.
- Lacks basic Japanese communication ability
- Or when otherwise deemed inappropriate

2.

(1) When the driver specified at the time of reservation differs from the driver at the time of concluding the rental agreement.

(2) When there is a history of delinquency in payment of rental fees during a past rental.

(3) When any act listed in the items of Article 17 occurred during a past rental.

(4) When there is a fact listed in Article 18, Paragraph 6 or Article 23, Paragraph 1 in a past rental (including rentals from other rental car operators).

(5) When there is a fact in a past rental where automobile insurance was not applied due to a violation of the Rental Terms and Conditions or Insurance Policy.

(6) When the Company otherwise deems it inappropriate.

3. Existing reservations may be cancelled accordingly.

#### (Article 10 Formation of Contract)

The contract is officially formed when rental fees are paid and the vehicle is delivered.

2. The delivery specified in the preceding paragraph shall be made at the rental location specified in Article 2, Paragraph 1 at the rental commencement date and time specified in the same paragraph.

#### (Article 11 Rental Fees)

Rental fees consist of:

- Base fee
- Optional equipment (Child seats, etc.)
- Fuel (unless full-tank return applies)
- Other fees

2. Fees are based on the Company's approved tariff.

3. If fees change after reservation, the lower amount (reservation-time vs rental-time) applies.

#### (Article 12 Changes to Rental Conditions)

The Renter requires Company approval to change conditions. The Company may decline changes.

2. The Company may refuse to accept any change to the rental terms under the preceding paragraph if such change would interfere with the rental business.

#### (Article 13 Inspection & Maintenance)

The Company conducts legal periodic and daily inspections.

The Renter must confirm the vehicle's condition and report issues immediately.

#### (Article 14 Rental Certificate)

The Company issues a rental certificate.

The Renter must carry it and return it with the vehicle.

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## CHAPTER 4 USE OF VEHICLE

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### (Article 15 Duty of Care)

The Renter/Driver must manage and operate the car with due care during the rental period.

### (Article 16 Daily Inspection)

The Renter/Driver must perform daily pre-operation inspections.

### (Article 17 Prohibited Acts)

Prohibited acts include:

- Using the vehicle for transportation business
- Allowing unauthorized drivers
- Subleasing or pledging the vehicle
- Altering plates or modifying the car
- Using the vehicle for races, off-road, towing, etc.
- Violating laws or public morality
- Unauthorized insurance enrollment
- Carrying pets without approval
- Taking the vehicle outside Japan
- Any act violating rental conditions

### (Article 18 Illegal Parking Measures)

The Renter must handle all fines, towing, and legal procedures.

The Company may require proof of resolution and may charge additional costs, penalties, or pursue legal measures if unresolved.

2 When notified by the police of an abandoned rental car parking violation, the Company shall contact the renter or driver, promptly move or retrieve the rental car, and instruct them to appear at the handling police station to resolve the violation by the rental period's end or as directed by the Company. The renter or driver shall comply with this instruction.

Furthermore, if the rental car is moved by the police, the Company may, at its discretion, retrieve the rental car from the police itself.

3 After issuing the instruction in the preceding paragraph, the Company shall, at its discretion, confirm the status of violation processing via a Traffic Violation Notice, payment slip, receipt, or similar document. If the violation remains unprocessed, the Company shall issue the instruction in the preceding paragraph to the renter or driver until it is processed. Furthermore, the Company shall request the Renter or Driver to sign a document prescribed by the Company (hereinafter referred to as the "Acknowledgment Form") stating that they acknowledge the fact of committing the illegal parking violation and that they will

appear at the police station and comply with legal measures as the violator. The Renter or Driver shall comply with this request.

4. When deemed necessary by the Company, it shall provide the police with materials containing personal information, such as the Acknowledgment Form and Rental Agreement, to cooperate as required in pursuing liability against the Renter or Driver for the parking violation. Furthermore, the Company may submit the necessary materials, including the Statement of Explanation and Acknowledgment Form as stipulated in Article 51-4, Paragraph 6 of the Road Traffic Act, to the Public Safety Commission, and take necessary legal measures such as reporting the facts. The Renter or Driver shall be deemed to consent to this.

and report the facts. The Lessee or Driver shall be deemed to consent to this.

5. If the Company receives a payment order for an abandoned vehicle violation fine under Article 51-4, Paragraph 1 of the Road Traffic Act and pays the fine, or if the Company bears expenses incurred in locating the Renter or in moving, storing, retrieving, etc., the vehicle, the Company may demand the following amounts (hereinafter referred to as "Parking Violation Related Expenses") from the Renter.

In such cases, the Lessee must pay the Parking Violation Related Expenses by the date specified by the Company.

(1) An amount equivalent to the parking violation fine

(2) A parking violation penalty fee separately determined by the Company

(3) Expenses incurred for locating the vehicle and expenses incurred for moving, storing, or retrieving the vehicle

6. If the Company receives an order to pay the abandonment violation fine under the preceding paragraph, or if the Renter or Driver fails to pay the full amount of the charges specified in that paragraph by the date designated by the Company, the Company shall take legal action using the personal information obtained from the Renter or Driver, such as their address, name, telephone number, date of birth, and driver's license number.

7. If the renter is required to pay fines for illegal parking under the provisions of Paragraph 1, and the renter fails to comply with the Company's instruction to handle the violation based on Paragraph 2 or the Company's request to sign the acknowledgment form based on Paragraph 3, the Company may charge a parking violation fee in the amount specified in Paragraph 5 (hereinafter referred to as the "Parking Violation Fee" in the following paragraph).

8. Notwithstanding the provisions of Paragraph 6, if the Company receives the full amount of the Parking Violation Fee and the expenses specified in Paragraph 5, Item 3 from the Lessee or Driver, the Company shall not take the legal measures specified in Paragraph 6, or shall withdraw any legal measures already commenced.

9. If the Lessee or Driver pays the Company the amount requested by the Company based on Paragraph 5, and subsequently the Lessee or Driver pays the fine related to the parking violation at a later time, or the parking violation payment order is revoked due to the initiation of criminal proceedings, etc., the Company shall refund the Parking Violation Fee paid by the Lessee or Driver.

and subsequently pays the parking violation fine related to said violation or has a prosecution filed against them, resulting in the cancellation of the abandoned vehicle fine payment order and the Company receiving a refund of the abandoned vehicle fine, the Company shall refund only the amount equivalent to the abandoned vehicle fine from the parking-related fees already received to the Lessee or Driver. The same shall apply when the Company collects a parking violation fine pursuant to Paragraph 7.

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## CHAPTER 5 RETURN OF VEHICLE

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### (Article 19 Return Obligation)

The Renter must return the vehicle to the designated location by the end of the rental period unless approved otherwise.

If the renter or driver violates the provisions of the preceding paragraph, the renter shall compensate the Company for any damages incurred.

3. If the renter or driver is unable to return the rental car within the rental period due to natural disasters or other force majeure, they shall not be liable for any damages incurred by the Company. In such cases, the renter or driver must immediately contact the Company and follow its instructions.

### (Article 20 Vehicle Check at Return)

The vehicle must be returned in the same condition except for normal wear. All personal items must be removed.

### (Article 21 Adjustment of Rental Fees)

Rental fees adjust based on actual rental period if extended with approval.

### (Article 22 Changing Return Location)

Changing return location requires approval and payment of transfer fees.

Unauthorized location changes incur penalties.

(Article 23 Non-return Measures)

If the vehicle is not returned and contact cannot be made, the Company may take legal action, disclose personal information, and collect recovery costs.

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## CHAPTER 6 BREAKDOWN / ACCIDENT / THEFT

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(Article 24 Abnormality or Breakdown)

The Renter must stop driving and contact the Company immediately.

(Article 25 Accident Procedures)

Article 25 When an accident involving the rental car occurs during use, the renter or driver must immediately stop driving, take all necessary legal measures regardless of the accident's severity, and take the following actions:

(1) Immediately report the accident details to the Company and follow its instructions.

(2) When repairing the rental car based on the instructions in the preceding item, unless approved by the Company, the repair must be performed by the Company or a repair shop designated by the Company.

(3) Cooperate with investigations by the Company and the insurance company contracted by the Company regarding the accident, and submit necessary documents without delay.

(4) When settling or otherwise reaching an agreement with the other party regarding the accident, obtain the Company's prior consent.

2. In addition to taking the measures in the preceding paragraph, the Renter or Driver shall handle and resolve the accident at their own responsibility.

3. The Company shall provide advice to the Renter or Driver regarding accident handling and shall cooperate in its resolution.

(Article 26 Theft Procedures)

In case of theft:

- Notify police immediately
- Notify the Company
- Cooperate with insurance investigations

(Article 27 Termination Due to Inoperability)

Article 27



If the rental car becomes unusable during the rental period due to a breakdown, accident, theft, or other cause (hereinafter referred to as “breakdown, etc.”), the rental agreement shall be deemed terminated.

2. In the case of the preceding paragraph, the Lessee shall bear the costs required for the retrieval and repair of the rental car, and the Company shall not refund any rental fees already received. However, this shall not apply if the breakdown, etc. is due to reasons specified in Paragraph 3 or Paragraph 5.

3. If the breakdown, etc. is due to a defect existing prior to the rental, it shall be deemed a new rental agreement has been concluded, and the Renter may receive a replacement rental car from the Company. The conditions for providing a replacement rental car shall be governed by Article 5, Paragraph 2.

4. If the Lessee declines the provision of a replacement rental car under the preceding paragraph, the Company shall refund the full amount of the rental fee already received. The same shall apply if the Company is unable to provide a replacement rental car.

5. If the breakdown or malfunction arises from causes attributable to neither the Lessee, the driver, nor the Company, the Company shall refund the Lessee the balance of the rental fee already received, after deducting the rental fee corresponding to the period from the start of the rental to the termination of the rental agreement.

6. The Lessee may only make claims against the Company as specified in Paragraphs 3 through 5 of this Article when the Rental Agreement is terminated based on Paragraph 1 of this Article and there was no intentional act or gross negligence on the part of the Company. The Lessee may not claim damages arising from the inability to use the rental car.

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## CHAPTER 7 COMPENSATION & INSURANCE

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### (Article 28 Liability & Business Interruption Compensation)

The Renter must compensate all damages caused.

Business loss (NOC/休業補償):

- Theft: 100,000 yen
- Repairs: 100,000 yen
- Non-operation Charge (per downtime 1–15 days):
  - Lexus LM / NX: 220,000 yen
  - Mercedes AMG SL63: 330,000 yen

Thereafter, 80% of the amount per 15-day block.

### (Article 29 Insurance Coverage)

Coverage limits:

- Bodily injury: Unlimited
- Property damage: Unlimited (0 yen deductible)
- Passengers:
  - Medical: 100,000 yen
  - Death/Disability: 10,000,000 yen
- Theft: 100% of insured value (100,000 yen deductible)
- Vehicle damage: 100% of insured value (100,000 yen deductible)

Insurance exclusions apply for prohibited acts.  
Amounts exceeding insurance are payable by the Renter.

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## CHAPTER 8 TERMINATION

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(Article 30 Termination by Company)

If the Renter violates these Terms, the Company may terminate immediately without notice.

(Article 31 Early Termination by Renter)

Early termination is possible with Company consent, but rental fees are non-refundable.

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## CHAPTER 9 PERSONAL INFORMATION

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(Article 32 Purpose of Use)

Personal information may be used for:

- Legal obligations under rental business permit
- Service and product information
- Identity verification and screening
- Service improvement and surveys
- Statistical processing
- Legal measures under Articles 18 and 23

(Article 33 Consent)

The Renter consents to use of personal information if:

- The Company receives an order to pay parking violation fees
- Parking violation charges remain unpaid
- Non-return occurs
- Legal measures are required

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## CHAPTER 10 MISCELLANEOUS

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(Article 34 Offset)

The Company may offset monetary claims.

(Article 35 Consumption Tax)

The Renter shall pay applicable taxes.

(Article 36 Late Damages)

Late fees: 14% annually.

(Article 37 Supplementary Rules)

The Company may establish supplementary rules with equal validity.

(Article 38 Court of Jurisdiction)

Disputes shall be submitted to the court with jurisdiction over the Company's headquarters.

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