Go rent a car, LLC DBA Makoa Rental Car - Vehicle Rental Agreement

Last updated: November 11, 2026

In this agreement, "Go Rent a Car", "Makoa Rental Car", "we" and "us" mean Go rent a car, LLC DBA Makoa Rental Car, and "renter" means each person who signs this agreement as renter.

1. Prohibited uses of the vehicle

The vehicle will not be used or operated by anyone:

A. Who is under 21 years of age;
B. Who is not listed as a renter on this rental agreement;
C. In order to carry persons or property for hire;
D. In any race, test, or similar type of contest or activity;
E. In a careless or negligent manner;
F. Under the influence of alcohol or narcotics;
G. Off of the island of Maui;
H. For any illegal purpose or in service of, or in the commission of, a crime;
I. If the vehicle is obtained from lessor by fraud or misrepresentation;
J. On any surface other than paved roads, or graded private roads or driveways;
K. Who loads the vehicle beyond its rated capacity;
L. Who allows more passengers than the vehicle has seat belts for, or is designed to carry.

PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE, AND MAKES LESSEE RESPONSIBLE FOR ALL LOSS OR DAMAGE TO OR CONNECTED WITH THE VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO LESSOR'S EXPENSES, INCLUDING LOSS OF USE.

2. Return location and cleaning

On the date of departure, renter must drop off the vehicle at the time and location specified at the time of booking. Any unauthorized drop-off will incur a fee of $150. The vehicle must be returned clean (no garbage). If it is returned dirty, there is a $50 cleaning charge, and a $200 cleaning fee for smoke or ash odors.

3. Flat tires

Flat tires caused by road hazards are the renter's responsibility.

4. Oil and water levels

Renter is responsible for maintaining the oil and water levels in the vehicle's engine. If the engine fails due to non-maintenance of vehicle fluid levels, the renter will be liable for repairs. This applies only to rentals over 30 days, with a maximum renter liability of $1,000.

5. Overheating

If the vehicle overheats, renter must immediately turn it off and contact Go Rent a Car. Failure to do so will make renter fully liable for any repair costs.

6. Parking and traffic tickets

Parking and road tickets are the renter's responsibility. Failure to pay them authorizes Go Rent a Car to charge the renter's credit card for the full amount of the ticket, plus an administrative fee of $100.

7. Additional restrictions and responsibilities

A. Renter will not operate the vehicle on Highway 31 between Hana and Ulupalakua (unpaved road). If the vehicle breaks down, is stranded or requires towing on that part of the highway, renter assumes full responsibility for all towing and repair costs.
B. Renter must use LOW gear while driving down Haleakala mountain. Instead of using the brakes to slow the vehicle going downhill, use what is known as "engine braking": shift to 1st or 2nd gear (low gear) to avoid damaging or overheating the vehicle's brakes. Renter is responsible for any brake damage and towing expenses on Haleakala Highway.
C. Keys: Renter is responsible for the full price of replacing lost vehicle keys. If the keys are locked inside the car, a $100 fee will apply for lockout service.

8. Broken glass

Broken glass, unless caused by an actual accident with another vehicle at fault, is the responsibility of the renter.

9. Return time

The vehicle must be returned to the specified location by the date and time specified. There is no grace period on the time of vehicle return. Any vehicle returned after the indicated return time will be charged to renter at the maximum daily rate.

10. Authorized renter

Only persons listed on this agreement as "renter" and above the age of twenty-one (21) may drive this vehicle. Renter is responsible for all collision damage to the vehicle even if someone else causes it or

if the cause is unknown. Renter is responsible for any costs of repair for damage to the vehicle during the rental term, up to the total value of the vehicle.

Renter must furnish a driver's license and their personal auto insurance provider and policy number at the time of rental, and renter must consent to Go Rent a Car saving copies of these documents. Renter must return the vehicle to the location specified for return at the time of booking, on or before the scheduled return date and time. Where permitted by law, renter authorizes Go Rent a Car to process a credit card voucher (if applicable) in renter's name for all charges, including the full vehicle value of any vehicle not returned to Go Rent a Car, and all fines, towing and storage expenses, court costs, penalties, forfeitures or administrative fees that Go Rent a Car incurs for parking, traffic and other violations incurred by renter during the rental period, and to apply payments towards the charges in whatever order Go Rent a Car deems necessary.

Renter's signature on this agreement is considered made on the applicable credit card voucher. Renter understands that the renter's own car insurance and other applicable insurance coverage shall be primary; subject to Hawaii law, Go Rent a Car's liability insurance is secondary. This signed rental agreement constitutes the vehicle rental agreement between the renter and Go rent a car, LLC DBA Makoa Rental Car.

11. Additional driver

Go Rent a Car does not charge a fee for an additional driver. An additional driver is required to sign this agreement as "renter" and supply Go Rent a Car with the documents required above. An additional driver will be considered "renter" wherever "renter" is referred to in this rental agreement, and is subject to the rules, regulations, restrictions and policies of this vehicle rental agreement.

12. Damage or loss of vehicle

Renter understands and agrees that if there is damage or loss to the vehicle, renter is responsible for all loss or damage to the vehicle regardless of fault (unless the renter's liability for ordinary negligence is prohibited by law), whether due to theft, collision, vandalism or any other cause except accidental fire, explosion or natural causes. If the vehicle is stolen or damaged, renter will pay its retail fair market value before the theft or damage. Renter will also pay loss of use based on reasonable downtime or as specified by law, plus towing and storage charges, all of which are also part of the loss.

Renter is responsible for loss or damage if renter or an additional driver, authorized or not: (1) abuses the car or violates prohibited use or operation; (2) drives recklessly or while under the influence of alcohol or a controlled substance; (3) fails to promptly report an accident to the police and Go Rent a Car; (4) fails to complete an accident report; (5) obtains the car through fraud or misrepresentation; and/or (6) uses the car for an illegal purpose. If renter's responsibility for the loss or damage is covered by renter's own insurance or by renter's credit card issuer, renter will identify the insurer and policy number, or the card issuer and its insurer, and authorizes Go Rent a Car to collect the loss.

Renter is responsible for any additional costs related to damage or loss of the vehicle that are not covered by the renter's insurance or by the renter's credit card issuer.

13. Insurance

Renter agrees to maintain automobile insurance during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: (1) bodily injury and property damage liability coverage; (2) personal injury protection, no-fault, or similar coverage where required; (3) uninsured / underinsured coverage where required. We will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The renter's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only and is secondary to any other valid and collectible insurance, whether it is primary, secondary, excess, or contingent. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States. Where permitted by law, renter rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. Any breach of this agreement will void any insurance coverage.

14. Fines and expenses

Renter agrees to pay all fines, court costs and recovery expenses for parking, traffic and other violations, including storage, liens and charges, including a reasonable administrative fee, with respect to the use of the car while on rental to renter.

15. Towing and contraband

Besides the prohibited uses in clause 1, renter will not use or permit the car to be used to tow or push anything, or to transport a controlled substance or contraband. A violation of this clause or of clause 1 renders renter liable to Go Rent a Car for all penalties, fines, forfeitures, liens, vehicle recovery and storage costs, including all related legal expenses.

16. Electronic signature and records

Renter agrees that signing this agreement electronically (in the Makoa Rental Car app or on our website) has the same legal effect as a handwritten signature, and consents to receiving this agreement, receipts and other rental records electronically. Renter may ask for a paper copy at any time by contacting us. Copies of renter's driver's license, insurance details, signature and vehicle photos are kept and handled as described in our Privacy Policy.

By signing this agreement, renter agrees to comply with all of the above during the rental period.