



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 163 of 2018

BETWEEN:

Ezee Auto Rentals Co. Ltd

Plaintiff

AND:

Dean Derby

Defendant



To the Defendant

Walkers Road
63 East Blvd.
George Town, Grand Cayman

THIS PLAINT has been issued against you by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 24 day of July 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. The Plaintiff rented a motor vehicle registered # 120137, a Ford Explorer at the rate of CI\$30 per day.
2. A contract was signed on April 1, 2017 to the agreement. See (Exhibit 1).
3. On September 10, 2017 the Defendant returned said vehicle which was damaged with no gas as per agreement on contract.
4. When the Plaintiff requested outstanding payment of vehicle rental period plus damages that the Defendant made, the Defendant stated that he may pay sometime in the future.
5. The Plaintiff has tried to contact the Defendant from September 2017 until now July 2018 regarding payment and when the Defendant was contacted he stated to the Plaintiff that "you are in a better position than I am, you will get paid whenever".
6. As of July 24, 2018 the Plaintiff claims \$1,440.00 for rental of vehicle, \$1,107.74 for repairs done to the damaged vehicle (damages done by the defendant) and \$60.00 for gas. Simple interest rate of 2.35% equals \$28.90.

AND the Plaintiff claims:

1. The Sum of \$2,607.74
2. Interest as per (6) \$28.90
3. Fixed cost of \$175.00, filing fee \$25.00 and Bailiff fee of \$50.00.
4. Total \$2,886.64



(Andrex Irons)

Plaintiff's Signature

Plaintiff's address for service:
Canon Place
294 North Sound Road – 2042
P.O Box 12278 George Town
KY1-1011

Email: andironz@gmail.com
Phone: (345) 917-6528



Car Rental Agreement

1. THE PARTIES TO THIS AGREEMENT ARE:

1.1 THE OWNER:

Full Names: Andrew Irons

Ezee Auto Rental Limited

Physical Address:

294 North Sound RD - 2042
P.O. Box 12278
George Town Grand Cayman KY1-1011

1.2 THE RENTER:

Full Names: Dean Derby

Identity / Drivers Licence or Other number (Specify):

PP #3462292

Physical Address:

63 East Blvd (off Walkers Rd)

George Town Cayman

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

2. THE OBJECT OF THE RENTAL IS:

2.1 Type of Vehicle: Ford

2.2 Make and Colour: SUV (7 Seater)

2.3 Model: Explorer

2.4 Year: 2004

2.5 Registration Number: 120137

2.7 Vehicle Identification Number (VIN) 1FMZU64K64UC01471

2.8 Passenger Capacity: 7

2.10 Odometer Reading at beginning of Rental Period: 53,900 mi

3. CONDITION OF VEHICLE:

3.1 The Owner states that to the best of his knowledge and belief that above-described vehicle is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use. By taking possession of the vehicle, the renter is deemed to be satisfied that the vehicle is roadworthy and in proper running condition.

4. QUALIFICATIONS:

4.1 The Renter states that he / she is physically and legally qualified to operate the above-described vehicle.

4.2 The Renter or any named driver shall have attained the age of twenty - five (25) years.

5. RENTAL PERIOD:

The Owner agrees to rent the above-described vehicle to the Renter for the following period:

5.1 Starting Date: Sat. April 1st 2017

Time: 9.00 (a.m. / p.m.)

5.2 Ending Date: The renter will be allowed to rent the vehicle on a monthly basis.

Time: NA (a.m. / p.m.)

6. RENTAL RATE:

6.1 The Renter hereby agrees to pay the owner at the rate of CI\$ 30 per day or portion thereof.

6.2 All fuel used shall be paid for by the Renter.

6.3 The vehicle will be fully fuelled upon delivery to the Renter; the Renter is responsible for returning the vehicle fully fuelled. Failing which the hirer shall pay six (CI\$6.00) Cayman Island Dollars per gallon for the Company to refuel as a part of the renter charge.

7. EXCLUSIONS:

7.1 The rented vehicle shall not be used to carry passengers or property for hire.

7.2 The rented vehicle shall not be used to carry passengers in excess of the capacity stipulated in 2.7 above.

7.3 The rented vehicle shall not be used to carry passengers, goods or materials in excess of the rated weight carrying capacity of the vehicle as stipulated in 2.7 and 2.8 above.

7.4 The rented vehicle shall not be used to carry passengers other than in the interior or cab of the vehicle.

7.5 The rented vehicle shall not be used to push, propel or tow another vehicle, trailer or any other thing without the written permission of the Owner.

7.6 The rented vehicle shall not be used for any race or in any competition.

7.7 The Renter shall drive the vehicle only while qualified to do so and whilst holding all necessary current license and permits free from endorsement entitling the renter to drive the vehicle in The Cayman Islands. The Renter shall not operate the vehicle in a negligent manner.

7.8 The rented vehicle shall not be used for any illegal purpose.

7.9 The rented vehicle shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner.

8. INSURANCE/ACCIDENT/EMERGENCY

8.1 The Renter hereby agrees that he / she shall be held fully responsible for any and all loss of or damage to the vehicle or equipment during the term of this Car Rental Agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the vehicle or equipment.

8.2 The Renter will immediately contact and report to the Company and to the nearest Police station any accident or collision in which the vehicle is involved. The Renter shall supply all necessary information, drawing and assistance in connection with the accident that the Company or its insurer may require.

8.3 The Company shall not under any circumstances be liable to make any payment to the Renter in respect of or to indemnify the Renter against any loss, injury or damage sustained by the Renter or by any third party as a result of the presence or use of the vehicle or as a result of any defect therein and in taking delivery of the vehicle the Renter shall be deemed to have satisfied himself or herself that it is in all roadworthy and proper and safe condition.

8.4 If the vehicle is lost or damaged as a direct or indirect result of a violation of clause 7. (EXCLUSION) the Renter is responsible and must pay the Company for all loss or damage to the vehicle regardless of cause, or who or what caused it. The Renter shall pay the estimated repair cost, or if, in our sole discretion, the Company to sell the vehicle in its damaged condition, the Renter will pay the difference between the vehicle's retail fair market value before it was damaged and the sale proceeds.

8.5 If the vehicle is stolen and not recovered the Renter will to the company the vehicle's fair market value before it was stolen.

8.6 As part of the company's loss of the vehicle, the Renter will also for the loss of use of the vehicle, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any.

9. DEPOSIT:

9.1 The Renter further agrees to make a deposit of C\$ 100 with the Owner, said deposit to be used, in the event of loss of or damage to the vehicle or equipment during the term of this Car Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement.

9.2 In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

10. RETURN OF VEHICLE:

10.1 The Renter hereby agrees to return the above-described vehicle to the Owner at the physical address listed in 1.1. no later than Monday April 3, 2017 (9:00AM)

11. JURISDICTION:

11.1 The parties consent to the jurisdiction of the magistrate's

Court of the Cayman Islands and the term and conditions hereof shall be governed exclusively under the laws of the Cayman Island.

Signed at George Town on this 31st day of March 2017

OWNER: [Signature]

RENTER: [Signature]

Cool Runnings Automotive

48 Red Gate Rd
 PO Box 350, KY1-1106
 Phone - 345-949-6700 Fax - 345-949-6701
 Email: cool2@candw.ky

INVOICE

4288

Org. Est. # 008266

INVOICE FROM HISTORY

Work Completed Date : 10/18/2017

Invoice Date : 10/18/2017

Print Date : 05/30/2018

Ezee Auto Rentals Ltd
 Irons, Andrew

2004 Ford - Explorer

4.0L, V6, VIN (K)

Lic #: 173313

Odometer In :

Unit # :

Vin #: **1FMZU64K64UC01471**

Hat # :

Home 345-917-6528
 Cust ID : 1203

Ref # :

Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
Hub assembly :Vampt. HUB*67*	2.00	290.00	580.00	***Discount*** 5.00% off labor	
Front disc pads :Vampt. BR*114*	1.00	72.00	72.00	Remove and replace left front steering knuckle, brake rotor, caliper and disc pads. Knuckle supplied.	157.50
Caliper bolt set :Vampt. BRCK*5086*B	1.00	32.27	32.27	To Check Front End	112.50
Front disc rotor :Parkers. WAGBD125758	2.00	79.99	159.98	Remove and replace right front hub, brake rotor and fit disc pads.	
Brake fluid 35012	1.00	6.99	6.99		

[Technicians : GN - 3,]

Org. Estimate \$1,107.74 Revisions \$0.00 Current Estimate \$ 1,107.74 Additional Cost Revised Estimate

Labor:	270.00
Parts:	851.24
Sublet:	0.00
Discount:	-13.50
Sub:	1,107.74
Tax:	0.00
Total:	1,107.74
Bal Due:	\$0.00

[Payments - Cash - \$1107.74]

Warranty on PARTS: Compressor - 9mths; Evaporator core, Expansion valve and Filter Drier/Accumulators - 6mths. All electrical parts - 3mths (Blower motor, Radiator fan motor, Condenser fan motor, Control valve, Relay); Bearings - 3mths. Warranty on LABOR of completed jobs (excluding Freon top up and excluding bearing press) is 3mths. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. STORAGE FEE: Any vehicle left on property after 30 days will attract a \$15.00 per day storage fee.

SIGNATURE..... Date..... Time.....

Ezee Auto Rental Co. Ltd.

294 North Sound Rd - 2042
P.O. Box 12278 George Town
Grand Cayman KY1-1011
Tel: 1(345)917-6528

Invoice Paid/Owed

April 1 2017 - April 1, 2018

Invoice for

Dean Derby
63 East Blvd.
Walkers Road, GT
Grand Cayman

Payable to

Ezee Auto Rentals Co. Ltd

Invoice # 112**Service**

Auto Rental

Due date

09/01/2017

Description	Unit price	Total paid	Balance Due
Ford Explorer Rental April 1, 2017	\$900.00	\$600.00	\$300.00
Ford Explorer Rental (\$100.00 Discount) May 12, 2017	\$800.00	\$600.00	\$200.00
Ford Explorer Rental June 16, 2017	\$900.00	\$660.00	\$240.00
Ford Explorer Rental (\$100.00 Discount) July 10, 2017	\$800.00	\$600.00	\$200.00
Ford Explorer Rental August 12, 2017	\$900.00	\$600.00	\$300.00
Ford Explorer Rental (\$100.00 Discount) Sept 1, 2017	\$800.00	\$600.00	\$200.00
Price quoted in CI dollars	\$5,100.00	\$3,660.00	\$1,440.00

Ezee Auto Rentals
George Town
Grand Cayman

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Ezee Auto Rental Co. Ltd

Plaintiff

AND:

Dean Derby

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Dean Derby
Walkers Road
63 East Blvd.
George Town, Grand Cayman

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature _____

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.