

STANDARD RENTAL AGREEMENT

BACK

1. GENERAL DEFINITIONS

- a. **Daily Rental Company** - means the vehicle rental firm shown on the FRONT side, which is an independent daily rental dealer.
- b. **Renter** - means the person(s) signing this Agreement, any other person or entity to which the charges incurred under this Agreement are to be billed, and any Additional Renter shown on the FRONT of this agreement or otherwise permitted to drive the vehicle with the written consent of Daily Rental Company.
- c. **Vehicle** - means the motor vehicle described on the front side of this Agreement and includes all tires, tools, accessories, equipment, keys, and vehicle documents in or on the vehicle.
- d. **Renting Location** - means the Daily Rental Company location shown on the front side of this Agreement.

2. **RENTAL OF VEHICLE AND RESPONSIBILITY FOR PAYMENT** Daily rental company agrees to rent Vehicle to Renter subject to all of the terms and conditions on this page and on front side whether printed or written. All persons or entities who are by definition the Renter are jointly and severally responsible to Daily Rental Company for charges due under this Agreement.

3. **NATURE OF AGREEMENT/VEHICLE REPAIRS/WARRANTY DISCLAIMER** Vehicle is Daily Rental Company's property. This Agreement is a contract only for use of Vehicle while Vehicle is on rental to Renter. Renter is not Daily Rental Company's agent or employee, nor is Renter's conduct under Daily Rental Company's control, for any purpose. Any service to or replacement of a part or accessory to Vehicle during rental must have Daily Rental Company's prior approval. Renter acquires no rights other than to use Vehicle in accordance with this Agreement. Daily Rental Company MAKES NO WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED REGARDING VEHICLE AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF VEHICLE FOR ANY PARTICULAR PURPOSE. Daily Rental Company shall in no event be responsible to Renter for any indirect, special or consequential damages in connection with or arising out of furnishing, performance or use of vehicle.

4. **RESPONSIBILITY FOR VEHICLE CONDITION/RETURN/REPOSSESSION** Renter shall return Vehicle to Daily Rental Company in same condition as received to location where rented or to such location as set forth on front side on the due date specified. If Vehicle is not returned to such location by due date (or within thirty (30) days of commencement of rental, whichever is earlier), Daily Rental Company may repossess Vehicle at any time thereafter at Renter's expense. Daily Rental Company reserves right to repossess Vehicle at any time without demand, at Renter's expense, if Vehicle is illegally parked, used for an illegal purpose, or apparently abandoned. Renter waives prior notice, pre-seizure hearing and receipt of judicial process as a prior condition to Daily Rental Company repossession. Renter agrees that Daily Rental Company may notify the police or other authorities that the vehicle is stolen or missing, and Renter will not hold Daily Rental Company or the civil authorities responsible for their actions to repossess Vehicle. In the event of any Vehicle replacement for any reason, Daily Rental Company may, at its option, terminate this Agreement and rent any replacement Vehicle under the terms of a new agreement.

5. **LOSS OF OR DAMAGE TO VEHICLE/PHYSICAL DAMAGE WAIVER (PDW)**, If Vehicle is lost or damaged while on rental, whether or not due to Renter's fault, Renter shall pay Daily Rental Company on demand the amount of such loss or damage at prevailing retail price plus Daily Rental Company's related expenses, including loss of use, except as follows:

(a) **PHYSICAL DAMAGE**. If Vehicle is used in accordance with all terms and conditions of this Agreement, renter's responsibility for loss of or damage to Vehicle arising from collision or rollover or losses normally considered "comprehensive" losses, is determined as follows:

(i) If Renter declines the Physical Damage Waiver at the time of rental by initialing the box labeled PDW DECLINED, Renter's responsibility is limited to maximum amount set forth on front side.

(ii) If Renter accepts Physical Damage Waiver at time of rental by initialing the box labeled PDW ACCEPTED, Renter's responsibility is further reduced to the amount set forth on the front side. PHYSICAL DAMAGE WAIVER IS DAILY RENTAL COMPANY'S WAIVER OR RENTER'S RESPONSIBILITY, IT IS NOT INSURANCE. IF VEHICLE IS USED BY PERSONS OTHER THAN RENTER OR ANY APPROVED ADDITIONAL RENTER, OR IS USED BY THE RENTER OR ANYONE ELSE IN VIOLATION OF THIS AGREEMENT, RENTER SHALL BE RESPONSIBLE TO DAILY RENTAL COMPANY FOR ALL LOSS OF OR DAMAGE TO VEHICLE UP TO ITS FULL VALUE PLUS ANY INCIDENTAL RELATED COSTS INCURRED, WHETHER OR NOT RENTER HAS ACCEPTED PHYSICAL DAMAGE WAIVER.

6. **PROHIBITED USES OF VEHICLE** Vehicle shall NOT, under any circumstances, be used for any of the following purposes or under any of following conditions, and any such use is WITHOUT Daily Rental Company PERMISSION:

- a. By anyone without first obtaining Daily Rental Company's written consent.
- b. By anyone under age 21.
- c. By anyone who is not a qualified and licensed driver.
- d. By anyone whose driver's license in any state has been revoked or suspended within the previous 3 years, even if he or she now possesses a valid driver's license.
- e. To carry persons or property for hire, including chauffeur driven limousine service.
- f. To propel or tow any vehicle, trailer or object.
- g. In any race, test or contest.
- h. For any illegal purpose or commission of a crime.
- i. To instruct an unlicensed person in operation of Vehicle.
- j. If Vehicle is obtained from Daily Rental Company by fraud or misrepresentation.
- k. To carry persons other than in passenger compartment of Vehicle
- l. Loading Vehicle beyond its rated capacity.
- m. While under the influence of alcohol or other intoxicants like drugs or narcotics or under any other physical or mental impairment which adversely affects driver's ability to operate the vehicle.
- n. Intentionally causing damage to or loss of the vehicle.
- o. On other than a paved road or graded private road or driveway.
- p. In an unsafe, reckless, grossly negligent, or wanton manner. Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision but may be an indication that a violation of this provision has occurred.

PROHIBITED USE OF VEHICLE VIOLATES THIS AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY DAILY RENTAL COMPANY, VOIDS PDW AND MAKES RENTER RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO DAILY RENTAL COMPANY'S EXPENSES, INCLUDING LOSS OF USE.

7. **RESPONSIBILITY FOR PROPERTY IN VEHICLE** Daily Rental Company is not responsible for loss of or damage to property of the Renter or others left at any time in or on Vehicle or in the Daily Rental Company rental office, even if it is in Daily Rental Company's possession, regardless of who is at fault. Renter releases and indemnifies and holds Daily Rental Company, its agents and employees harmless against all claims made by others for such loss or damages.

8. **PAYMENT OF CHARGES** All charges and other amounts billed pursuant to this Agreement are payable by Renter (i) in cash at conclusion or rental, or (ii) if a credit card acceptable to Daily Rental Company

is used, upon Renter's receipt of applicable statement or invoice. in accordance with the terms of such statement or invoice. CREDIT CARD RENTER AUTHORIZES DAILY RENTAL COMPANY TO PROCESS A CREDIT CARD VOUCHER. IF APPLICABLE, IN RENTER'S NAME FOR CHARGES AND CONSENTS TO RESERVATION OF CREDIT WITH CARD ISSUER FOR AN AMOUNT EQUAL TO ESTIMATED CHARGES DUE.

9. **COMPUTATION OF CHARGES** As provided in Paragraph 8 hereof, the Renter agrees to pay to Daily Rental Company all charges due in accordance with this Agreement at the request of Daily Rental Company. If Renter directs Daily Rental Company to bill the charges to another person or company who or which fails to make payment upon being billed, the Renter will pay the charges upon demand of Daily Rental Company. Daily Rental Company may keep any security deposit provided on the FRONT of this Agreement to cover any charges or other liability which Daily Rental Company believes warrants the retention of the deposit. The charges Renter will pay include but are not limited to:

- a. **TIME AND MILEAGE CHARGES**: Renter will pay Daily Rental Company for the number of miles driven and the time vehicle is rented at the rates shown on the FRONT of this Agreement. The number of miles will be determined by reading the factory installed odometer. Renter will not detach the odometer and if the seal is broken. Renter shall pay for its replacement or repair and a mileage charge equivalent to the average mileage developed from the experience of Daily Rental Company;
- b. **PHYSICAL DAMAGE WAIVER (PDW) CHARGES**; if applicable, computed at daily charge set forth on front side. Daily charge is due for each full or partial Rental Day;
- c. **PERSONAL ACCIDENT INSURANCE (PAI) and PERSONAL EFFECTS COVERAGE (PEC) CHARGES**; if applicable, computed at daily charge set forth on FRONT side. Daily charge is due for each full or partial rental day. These are optional insurance coverages. Certificate or summary describing benefits and exclusions is available at renting location;
- d. **TAXES**: Applicable sales, use and excise taxes and any amounts charges by Daily Rental Company as reimbursement for taxes paid;
- e. **FINES AND OTHER EXPENSES**: Fines, penalties, forfeitures, court costs and other expenses that may be assessed against Daily Rental Company which are due by reason of Renter's possession or use of Vehicle, including traffic and parking fines.
- f. **COLLECTION AND VEHICLE RECOVERY EXPENSES**; Daily Rental Company's costs, including reasonable attorney's fees, incurred in collecting charges due from Renter pursuant to this Agreement or in recovering Vehicle which has been abandoned by Renter or seized by governmental authority as a result of Renter's actions;
- g. **INTEREST ON PAST DUE AMOUNTS** at the rate of 2% per month, which if not paid is added to the balance and is subject to interest.

ALL CHARGES ARE SUBJECT TO AUDIT. If, upon audit, an error is found, Credit Card Renter authorizes Daily Rental Company to correct such charges, including changing any charge card invoices signed by Renter to reflect correct charges, with written notice or correction to Renter.

10. **THIRD PARTY LIABILITY PROTECTION** Anyone authorized by this Agreement to drive Vehicle is covered by an automobile liability insurance policy AGAINST LIABILITY TO THIRD PARTIES ONLY (NOT INCLUDING, TO EXTENT PERMITTED BY LAW, ANY OF SUCH DRIVER'S FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING IN THEIR HOUSEHOLD), for bodily injury, death or property damage caused by or arising from use or operation of Vehicle as permitted by this Agreement. The amount of coverage provided under this Agreement is equal to the minimum financial responsibility limits established by the Financial Responsibility law or other applicable statute ("Statutory Limits") of the state or other jurisdiction in which Vehicle was rented. Protection hereunder shall automatically conform to basic requirements of any mandatory "No Fault" law which may be applicable, BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST" OR SUPPLEMENTARY "NO FAULT" OR OTHER OPTIONAL PROTECTION; AND DAILY RENTAL COMPANY AND RENTER HERBY REJECT. TO EXTENT PERMITTED BY LAW, INCLUSION OF ANY SUCH PROTECTION. In the event that coverage is imposed. by operation of law, for benefit of any person other than Renter, then limits of such coverage shall be Statutory Limits of state or other jurisdiction in which accident occurred. Daily Rental Company warrants that to the extent permitted by law liability protection described in this Paragraph 10 is secondary with respect to any insurance available to Renter. Renter and Additional Renter(s) hereby indemnify and hold Daily Rental Company, its agents and employees harmless from and against all loss, liability and expense whatsoever, as a result of bodily injury, death or property damage caused by, or arising from use or operation of Vehicle. PROTECTION IS VOID IN MEXICO. Renter must obtain Daily Rental Company's written authorization and purchase liability and property damage insurance before entering Mexico. IF RENTER DOES NOT REPORT ACCIDENT TO DAILY RENTAL COMPANY WITHIN 24 HOURS OF OCCURRENCE, LIABILITY INSURANCE COVERAGE DESCRIBED IN THIS PARAGRAPH IS VOID AND DAILY RENTAL COMPANY PROVIDES NO LIABILITY INSURANCE TO RENTER UNDER THIS AGREEMENT.

11. **REPORTING OF ACCIDENTS AND PARKING OR TRAFFIC VIOLATIONS** Renter shall promptly report all accidents involving Vehicle to Daily Rental Company and to police. Renter and Additional Renter(s) shall deliver to Daily Rental Company all papers of any kind received by such party relating to any such accident. Renter and Additional Renter(s) will cooperate fully with Daily Rental Company in completing accident reports and in investigation and defense of any claim or lawsuit relating to any such accident and authorize Daily Rental Company to obtain from any governmental authority having jurisdiction thereof any record of any citation issued as a result of any such accident.

12. **PARKING AND TRAFFIC VIOLATIONS** Renter shall be responsible for any and all parking and traffic violation fines and penalties arising out of use or operation of Vehicle during the period of the Rental and agrees to pay or indemnify and hold Daily Rental Company harmless in event Daily Rental Company pays such fines and penalties on behalf of Renter, and to reimburse Daily Rental Company for all its collection and other expenses including attorney fees relating to same. Renter and Additional Renter(s) authorize Daily Rental Company in connection with claimed violations of parking or traffic laws arising out of use or operation of Vehicle by Renter and/or any such Additional Renter(s), to release to any governmental agency having jurisdiction thereof any information relating to Renter or any such Additional Renter(s) which Daily Rental Company has in its possession.

13. **ASSIGNMENT** This agreement and Vehicle cannot be assigned or transferred by Renter. Renter remains responsible regardless of any attempted assignment.

14. **WAIVER/MODIFICATION OF TERMS/RELEASE** This Agreement is the entire agreement between Renter and Daily Rental Company. No other agreements, promises or responsibilities exist between Renter and Daily Rental Company with regard to this rental. No term or condition of this Agreement may be waived or modified as to Daily Rental Company except in writing, signed by a Daily Rental Company representative who has been expressly authorized to do so by Daily Rental Company. Renter acknowledges that this Agreement is between Renter and the Daily Rental Company entity identified on the FRONT side. Renter hereby releases its agents and employees from any responsibility to Renter under this Agreement, and indemnifies and holds harmless from and against any and all loss, liability and expense whatsoever arising out of this Agreement or the operation or use of Vehicle.

15. **PROHIBITION BY LAW** If any provision of this Agreement is prohibited by law, it shall not affect the remaining provision.