

ADDITIONAL TERMS OF RENTAL

The renter agrees to all terms on both sides of agreement:

- 1) **VEHICLE:** The vehicle which includes tires, tools, equipment, accessories and vehicle documents, does not belong to the Renter, but is delivered to renter for rental purposes only and is in good condition. THERE IS NO WARRANTY OF ANY KIND EXPRESSED OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT.
- 2) **VEHICLE RETURN:** Renter will return the Vehicle in the same good operating condition to the place on the due back date specified, or sooner upon demand.
- 3) **REPOSSESSION OF VEHICLE:** The vehicle may be repossessed at Renter's cost and without notice if it is not returned on the due back date, is illegally parked, used in violation of law or of this Agreement, appears to be abandoned, or if Renter gave false or misleading information at time of rental.
- 4) **AUTHORIZED DRIVERS:** In addition to the Renter, the vehicle may be driven only with renting location permission, by any Additional Driver who is named on the face of this Agreement; or by a licensed driver who is a business partner or fellow employee of Renter and is twenty-five (25) or over, where such driving is incidental to business duties. All drivers should have a minimum of 2 years driving experience. These are the only "AUTHORIZED DRIVERS" who may drive the vehicle.
- 5) **USE RESTRICTIONS:** Vehicle will not be used or operated by anyone:
 - A Who has obtained the Vehicle by using false or misleading information; or
 - B Who is not capable of safely driving the Vehicle due to alcohol, drugs or drowsiness; or
 - C To transport people or property for compensation; or
 - D In any race, training activity, contest or for any illegal purpose; or
 - E To push or tow any vehicle or other object; or
 - F In any abusive, reckless, willful or wanton manner; or
 - G On other than regularly maintained roadways; or
 - H Who is an unauthorized driver; or
 - I To carry hazardous or explosive substances; or
 - J Where insufficient clearance of height or width exists; or
 - K Who does not know how to operate an automatic driven vehicle; or
 - L Who leaves the vehicle and fails to remove the keys or close and lock all doors, windows and the trunk and the vehicle is stolen.
- 6) **LIABILITY INSURANCE:** IF THERE IS NO VIOLATION OF ANY OF THE USE RESTRICTIONS IN PARAGRAPH 5 ABOVE, Renter and any Authorized Driver shall, while operating the Vehicle, be provided with liability coverage in accordance with the standard provisions of a Basic Automobile Liability Insurance Policy or in accordance with the requirements of a qualified self-insurer instead of such coverage, for protection against liability for causing bodily injury (including death) and property damage.

(IF S.L.I. is offered and accepted, a higher limit of liability insurance will be provided as described in the applicable brochure.)

 - A. All coverages automatically conform to the basic requirements of any "No-Fault" law which may be applicable. RENTER WAIVES UNINSURED AND UNDERINSURED MOTORIST, SUPPLEMENTAL NO- FAULT AND OTHER OPTIONAL COVERAGES.
 - B If any coverages herein cannot be excluded or waived, Renter agrees that such coverages shall be automatically reduced to the minimum requirements of applicable financial responsibility law and that such coverages shall be excess to any other applicable insurance.
 - C Renter agrees to cooperate fully in the investigation and defense of and to deliver to renting location every document relating to any accident, claim or lawsuit;
 - D Renter will defend and indemnify the renting location, Courtesy Car Rental from all loss, liability and expense in excess of the coverages available under the terms of this Agreement.
- 7) **REFUELING SERVICE CHARGE:** Renter is required to return the Vehicle with at least the same amount of fuel as when Renter received it.
 - A If Renter elects not to refuel the Vehicle a refuel charge will apply.
 - B At the time of return Renter will not receive credit for any fuel remaining in the Vehicle.
- 8) **COLLISION DAMAGE:** Renter is responsible for full value (or other amount written on reverse side) of collision damage to the Vehicle including loss of use and any related costs and expenses, regardless of fault unless Renter has accepted Collision Damage Waiver ("CDW"). However, even if CDW has been accepted, Renter is still responsible for any such damage to the Vehicle if Renter or Authorized Driver:
 - i. Breaches any use restrictions described in paragraph 5 ; or
 - ii. Causes self-inflicted damage or loss to the vehicle (where collision damage does not involve another vehicle); or
 - iii. Fails to report collision damage to the renting location and police authority within 24 hours.
- 9) **NATURAL DISASTER:** In the event of any NATURAL DISASTER (hurricane, flood, earthquake, volcanoes, mudslide, etc.) the Renter is required to return the vehicle equal to how having received it. If Renter denied returning the vehicle, Renter becomes fully responsible and liable for all damages cost conflicted during and after the natural disaster until the return of the vehicle. EVEN THOUGH RENTER HAS ACCEPTED CDW.
- 10) **DAMAGED VEHICLE:** Renter will not use the Vehicle if it is damaged or in need of repair and will be responsible for all damage to the Vehicle resulting from such use.
- 11) **PARKING VIOLATIONS:** Renter will pay for all parking violation fines and penalties plus all costs incurred in the event Renter fails to make such payments. Renter agrees that in connection with any claimed violations, any information relating to Renter may be submitted to governmental authorities.
- 12) **PAYMENT:**
 - a Renter will pay on demand all charges due under this Agreement;
 - b All charges are subject to final audit, and if any error is found, either party shall promptly pay or credit the other, as appropriate, to correct the error.
 - c If Renter has indicated that someone else or that some company will pay for charges due under this Agreement and payment is not made, Renter will pay upon demand.
 - d Renter consents to the reservation of credit by a credit card issuer, up to the amount of the estimated charges due under this agreement and authorizes the renting location to process a credit card voucher, if applicable, in renter's name, for all charges due under this agreement.
 - e Renter will pay interest at the highest rate permitted by law on any past due charges and will also pay any collection costs, including reasonable attorney's fee if all charges are not paid when due.
- 13) **RENTER'S RESPONSIBILITY FOR PROPERTY:** Renter is solely responsible for any property left or stored in the vehicle, shuttle bus, or anywhere at the renting location, no matter who received, stored or handled the property.
- 14) **FAILURE TO RETURN VEHICLE:** If Renter fails to return the vehicle on the due back date or within 24 hours following a written or oral demand to renter (which demand, if in writing, shall be considered delivered forty-eight (48) hours after the mailing of a certified letter addressed to the residence or business address of Renter as shown on the reverse side), Renter will be deemed to be in unlawful possession of the vehicle and to have authorized the issuance of a warrant for the arrest of the renter or any person possessing the vehicle.
- 15) **VEHICLE REPAIRS:** Renter will not permit any repair to or replacement of any part on the Vehicle without the prior consent of renting location and Renter agrees to pay for all such unauthorized repairs and parts.
- 16) **MICELLANEOUS:**
 - a Renter will pay all cost including reasonable attorneys fees and court costs incurred by the renting location Courtesy Car Rental and will defend and indemnify these parties from all claims, demands and lawsuits resulting from;
 1. the issuance of a warrant for the arrest of renter or any person operating the Vehicle ; and
 2. any action by the renting location , including self - help used to get the Vehicle back or otherwise enforce the terms of Agreement; and
 3. any action against the renting location Courtesy Car Rental resulting from Renter's breach of this Agreement.
 - b The renting location Courtesy Car Rental shall have no liability for any indirect, special or consequential damages arising in connecton with the furnishing, performance or use of the Vehicle or for any claim based upon the failure to honour a vehicle reservation requested by the renter.
 - c. Renter shall not be considered the agent or employee of the renting location, Courtesy Car Rental for any purpose whatsoever.
 - d. Renter agrees to everything stated on both sides of this Agreement which is the entire Agreement between the parties. Renter agrees that this Agreement can only be changed in writing and if signed or initialed by both the renting location and Renter.