

## Rental Agreement Terms and Conditions

1. **Definitions.** "Agreement" means all terms and conditions found on both sides of this form and in all addenda or other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the renter elsewhere in this Agreement, each person signing this Agreement, each Authorized Driver and each person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the independent business named in this rental agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and is at least age 21. Authorized Drivers are the only person permitted to drive the Vehicle. "Vehicle" means the mobility van or other vehicle identified in this Agreement and any vehicle we substitute for it and all its tires, tools, accessories, equipment, keys and Vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including non-rental uses. Loss of use is calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired times 80% of the daily rental rate. "Diminished Value" means the difference between the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair.

2. **Rental, Indemnity and Warranties.** This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.**

3. **Condition and Return of Vehicle.** You must return the Vehicle to our rental office on the date and time specified in this Agreement in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for its safety and for all damage to it until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels and return the Vehicle to us with at least as much fuel as when rented.

4. **Responsibility for Damage or Loss; Reporting to Police.** **Regardless of fault you are responsible for all damage to or loss or theft of the Vehicle including damage or loss caused by weather, road conditions and acts of nature. You are responsible for the cost of repair or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the vehicle. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage or loss claim.** You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. **Prohibited Uses.** The following acts or uses of the Vehicle are prohibited and constitute breaches of this Agreement: **(a) operation of the Vehicle by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) operation of the Vehicle by anyone under the influence of any drug or alcohol; (c) operation of the Vehicle by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) use of the Vehicle by you during the commission of any crime, other than a minor traffic violation; (e) carrying persons or property for hire, pushing or towing anything, operation of the Vehicle in any race, speed test or contest, or teaching anyone to drive; (f) carrying dangerous or hazardous items or illegal materiel; (g) use of the Vehicle outside the United States or Canada, unless specifically authorized by us elsewhere in this Agreement, or operation of the Vehicle in violation of the geographic restrictions stated on the reverse; (h) driving on unpaved roads; (i) transporting more persons than the Vehicle has seat belts, carrying persons outside the passenger compartment, or transporting any passenger without approved safety seats or belts as required by law; (j) operation of the Vehicle when the odometer has been tampered with or disconnected; (k) operation of the Vehicle when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (l) inadequately securing cargo; (m) carrying a disabled passenger without properly securing that passenger; and, (n) damaging the Vehicle by your willful, wanton or reckless act or misconduct.**

6. **Insurance.** You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. If state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is excess and secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the vehicular financial responsibility laws of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage where permitted by law. Our insurance coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates our liability insurance coverage, if any.

7. **Charges.** You will pay us or the appropriate government authorities on demand all charges due us under this Agreement including: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel and a refueling charge, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll violations, citation, fines, penalties, forfeitures, court costs, towing, storage and impound fees and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a parking, traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge; (g) all recovery expenses we incur if you fail to return the Vehicle as agreed or if we repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (i) a 2% per month late fee, or the maximum amount allowed by law on monies due us but not paid upon return of the Vehicle; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented.

8. **Deposit.** We may use your deposit to pay any amounts owed to us under this Agreement.

9. **Your Property.** You release us, our agents and employees from all claims for loss of or damage to your personal property or that of any other person (including a vehicle) that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. **Breach of Agreement.** The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

11. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for our inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

12. **Miscellaneous.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.