

VA555 Rev. 12/11

Rental Agreement Terms and Conditions

1. **Definitions.** "Agreement" means all terms and conditions found in this form and on the document titled Face Page. "You" or "your" means the person identified as the renter 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 business organization named in this Agreement that is renting the Vehicle to you. "Authorized Driver" means the renter and each 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. Only Authorized Drivers are permitted to operate the Vehicle. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. "CDW" means Collision Damage Waiver. "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 uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be 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. You and we agree this formula represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. **Rental, Indemnity and Warranties.** This is a contract for 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 or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the loss of it and 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 with the same amount of fuel as when rented.

4. **Responsibility for Damage or Loss; Reporting to Police; Responsibility for Tolls and Traffic Violations.** You are responsible for all damage to, or loss or theft of, the Vehicle, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. 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, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying to the appropriate 3rd party all tolls, parking, traffic and toll violations, toll evasion fines, citations, other fees, penalties, forfeitures, court costs, towing, and storage charges occurring during this rental. If you fail to pay the charging entities and we pay all or part of the charges on your behalf, you will reimburse us for all such costs and, in addition, pay us an administrative fee of \$50 for each such charge.

5. **Collision Damage Waiver.** If you purchase CDW, we waive your responsibility for damage to the Vehicle. **We will not waive this right if you fail to notify us and the police of an accident or vandalism involving the Vehicle, or if you provided false, misleading or fraudulent information to us, or if damage to the Vehicle results from or during: (a) operation of it by a person who is not an Authorized Driver; (b) operation of it by an Authorized Driver under the influence of a drug or alcohol; (c) its use during the commission of a crime other than a minor traffic violation; (d) carrying persons or property for hire, while pushing or towing anything, a race, speed test or contest,**

or teaching anyone to drive; (e) carrying dangerous or hazardous items or illegal material; (f) use of the Vehicle outside the geographic limitations described in this Agreement; (g) driving on unpaved roads; (h) transporting more persons than the Vehicle has seat belts, carrying persons outside the passenger compartment, or transporting children without approved child safety seats as required by federal and state law; (i) low Vehicle fluid levels or any other condition when it is reasonable to expect you to know that further operation would damage the Vehicle; (j) inadequately secured cargo; (k) operation of it by anyone who lacks experience operating a manual transmission, where applicable; (l) your willful, wanton or reckless act or misconduct.

6. **Injury to Others; Insurance.** You are responsible for all injury, damage and loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where 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 secondary to all 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. The Policy is void if you breach this Agreement or if you fail to cooperate in a loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates coverage under the Policy.

7. **Charges.** You permit us to reserve against your credit/debit card at the time of rental a reasonable amount in addition to the estimated charges. You will pay us at the conclusion of this rental or on demand all charges noted on the Face Page of this Agreement, plus: (a) a mileage charge based on our experience if the odometer is tampered with or disconnected; (b) fuel and a refueling charge, if you return the Vehicle with less fuel than when rented; (c) all expenses we incur recovering the Vehicle, if it is not returned as promised; (d) 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; (e) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after the rental concludes; (f) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (g) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented. All charges are subject to our final audit. If errors in computation of the charges are discovered after the close of this transaction, you authorize us to correct the charges with your credit/debit card issuer.

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

9. **Your Property.** You release us, our agents and employees from all claims for loss of and damage to your personal property or that of another person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in a 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 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 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 a breach of this Agreement is not a waiver of an 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 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 all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If a provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.