

1. Definitions. "Agreement" means all terms and conditions found on both sides of this form. "You" or "your" means the person identified as the renter on the reverse side of this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or your direction. All persons referred to as "you" or "your" are jointly and severally bound by this agreement. "We", "our" or "us" means the business named on the reverse. "Authorized Driver" means: the renter; the renter's spouse; the renter's employer and coworker if engaged in business activity with the renter while using the Vehicle, and, any additional driver and listed by us on this Agreement, provided that each such person has a valid driver's license and is at least age 21. "Vehicle" means the automobile or truck identified in this Agreement and any vehicle we substitute for it, all its tires, tools, accessories, equipment, keys and Vehicle documents. "CDW" means Collision Damage Waiver.

2. Rental, Indemnity and Warranties. This Agreement is for the rental of the Vehicle. You agree to indemnify us, defend us and hold us harmless from and against all claims, liability, costs and attorney fees we incur resulting from, or arising out of this rental. **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. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You will check and maintain all fluid levels, and you will return the Vehicle to us with at least the same amount of fuel as when rented. 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.

4. Responsibility for Damage or Loss; Reporting to Police. Regardless of fault, you are responsible for all damage to the Vehicle including the cost of repair or the retail cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect to sell the Vehicle without repairing it. You are also responsible for missing equipment and our administrative expenses connected with any damage claim in accordance with Cal. Civil Code section 1936. If you fail to exercise ordinary care while in possession of the Vehicle, you are responsible for loss due to theft of the Vehicle and all damage due to vandalism that occurs in connection with a theft. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500. Allowing a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful, and reckless act and is a breach of this agreement. You must report all accidents involving the Vehicle or theft of the Vehicle and vandalism to us and to the police as soon as you discover them.

5. Collision Damage Waiver. If you purchase CDW, we waive our right to collect from you for damage to the Vehicle. **We will not waive our right to collect from you, if you provided false or fraudulent information to us and we would not have rented the Vehicle had we received true information, or if damage to the Vehicle results from: (a) your intentional, willful, wanton, or reckless conduct; (b) operation of the Vehicle under the influence of drugs or alcohol in violation of § 23152 of the California Vehicle Code; (c) towing or pushing anything; (d) operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (e) use of the Vehicle for commercial hire; (f) use of the Vehicle in connection with conduct that could be properly charged as a felony; (g) use of the Vehicle in a speed test, contest, or driver training activity; (h) operation by a person other than an Authorized Driver; or, (i) operation outside the United States.**

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. 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 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 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. 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 on demand for all charges due us under this Agreement that are allowed by law, including, but not limited to: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for optional products you elected to purchase from us; (c) fuel, if you return the Vehicle with less fuel than when rented; (d) applicable taxes; (e) all expenses we incur recovering the Vehicle if you fail to return it to the renting location, or if we repossess it under the terms of this Agreement; (f) costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a 2% late payment fee on all amounts past due; (h) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a bad check; and (i) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented. You will pay us or the appropriate government authority all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing, storage and impound charges 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 violation.

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, 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 this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. 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 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 reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

