

Rental Agreement Terms and Conditions

1. **Definitions.** "Agreement" means all terms and conditions found in this form, all addenda and additional materials you sign or we provide at the time of rental. "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; the renter's spouse; the renter's employer or coworker if engaged in business activity with the renter; each additional driver listed by us on this Agreement, provided that each such preceding person has a valid driver's license and is at least age 21; a person who operates the Vehicle during an emergency; and, a person who operates the Vehicle while parking the Vehicle at a commercial establishment. Authorized Drivers are the only persons permitted to drive 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. "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset. Physical Damage does not include comprehensive damage such as damage to or loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other loss not caused by collision or upset. "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.

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 Toll and Parking Violations.** You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by weather, road conditions and acts of nature, even if you are not 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 a claim. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll violations, fines for toll evasion, other fines and penalties assessed against us or the Vehicle during this rental. If you fail to pay and we pay the charges on your behalf, you will reimburse us for all such costs and, in addition, pay us a processing fee of \$50 for each such violation, fine or charge.

5. **Collision Damage Waiver.** If you purchase CDW, we waive your responsibility for damage to or loss of the Vehicle. **We will not waive your responsibility, even though you purchased CDW, if you gave us false, fraudulent or misleading information prior to the rental or during the rental, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information, or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to the Vehicle: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to**

drive; (e) results from carrying dangerous, hazardous, or illegal materiel; (f) results from use of the Vehicle outside the State of Utah or the geographic area described elsewhere in this Agreement; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (j) occurs 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; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (l) is caused, where applicable, by anyone who lacks experience operating a manual transmission; or, (m) results from your willful, wanton or reckless act or misconduct. In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us the Vehicle keys or ignition devices we gave you at the time of rental.

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 and Costs.** **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 or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Face Page, and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) all expenses we incur locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (c) 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; (d) a 2% per month late payment fee or the maximum amount allowed by law on all amounts past due; (e) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (f) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented; and, (g) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental.

All charges are subject to 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 the 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.