RENTAL AGREEMENT

CAPITAL CONNOISSEUR CARS, LLC

2011 E. Main St. #119, Waynesboro, PA 17268 Office: (800) 827-9570; Cell: (717) 357-7479; Fax: (202) 403-3150; email: info@CapConCars.com

| Primary Renter's Name (Please Print or Type) | | | Vehicle Make | Year |
|---|--------------------|------------------------|--|--|
| Primary Renter's Home Address | | | License No. | Color |
| City | State | Zip | Date/Time Delivered | Date/Time Due In |
| Cell Phone | Home Phone | | Date/Time Returned | Excess Time Charges |
| Email | | | / Mileage Out / Mileage In | Miles Allowed (150 / Rental Day |
| Drivers License # State | Exp. Date | DOB | Miles Driven | <u>@</u> = Extra Mileage, Rate & Charge |
| Insurance Co. | Policy # | Exp. Date | Gas Out | Actual fuel costs (AFC) |
| Agent | Phone | | Gas In (only use 93 octane) | Fuel Charge = \$20 + AFC (above |
| If your insurance fails for any be responsible for all damage a property damage, public liabil | and claims, includ | | VEHICLE CONDITION: | Note: Written permission is required to operate the vehicle outside of PA, MD, DE, DC & V. |
| No person other than you and any person listed below or on Pg 2 may operate the Vehicle. There is a \$20 fee for each additional driver. | | | OUT Exterior | <u>IN</u> |
| Additional Driver #1 Lic. # | State Exp. | DOB | Interior | |
| | | | Glass | |
| Insurance Co. Policy # | Exp. Date | Phone # | Top/Cover | |
| This is a non-smoking Vehicle. you will be charged a cleaning | | smelling of smoke, | Your Initials | Your Initials |
| * The Vehicle is equipped with | a GPS locator an | nd disabling device. | RENTAL CHARGES: | |
| REJECTION OF UNINSURE | D MOTORIST P | ROTECTION | Rental "Days" | Vehicle Rate |
| I (the renter) agree to reject u | ninsured motoris | st coverage under this | Base Cost of Rental | \$ |
| rental agreement, and any issued under this agreement, | oolicy of insura | nce or self-insurance | Addl. Driver Fee @ \$20/per . | \$ |
| this vehicle. Uninsured covera | ge protects me an | nd other passengers in | GPS | \$ |
| this vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages. | | | Picnic, Books, Gifts, etc | \$ |
| | | | Delivery/Pick-Up Fee | \$ |
| By signing below, you agree Agreement, and you acknow | | | PA 6% Sale + 2% Rental Tax | \$ |
| opportunity to read this Agree | ment before bein | ig asked to sign. Your | Deduct Value of Voucher | \$ |
| signature below allows us to process a separate credit/debit card voucher in your name for the rental charges. | | | TOTAL RENTAL PAID | \$ |
| | | | Deposit Paid | \$ |
| Signature - Primary Renter | | Date | Extra charges for time, fuel, damage, cleaning, recovery, etc | - \$ |
| Signature - Additional Driver #1 | | Date | | \$ |
| | | | Amount of Deposit to Refund Note: If there is physical damage to | any, may take several weeks to |
| Signature - Capital Connoisseur Cars | Agent | Date | the vehicle, the refund amount, if \rightarrow | determine. |

Additional Driver #2 Lic. # DOB State Exp. What is the tallest driver's height? Insurance Co. Policy # Exp. Date Phone # ** We want to make sure everyone fits! Signature - Additional Driver #2 Date DROP OFF AND PICK UP LOCATION INFORMATION Requested Drop off Location or Landmark Street # City Zip Date and Time of Delivery: Date and Time of Return: Additional Location Description or Details:

VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

ADDITIONAL DRIVER #2 INFORMATION

1. Rental Duration Options Defined: For this Agreement, a "Rental Day" is defined as the receipt and return of the Vehicle in a contiguous period not to exceed 24 hours. The Base Cost for a vehicle rental is based on a single Rental Day. Longer rental durations have an additional cost added to the Base Cost. Along with a single Rental Day, the primary rental durations include a rental of up to 48 hours, a Weekend Rental of up to four consecutive Rental Days, or a Weekly Rental of up to seven consecutive Rental Days. Except where expressly agreed to in advance by an Agent of Capital Connoisseur Cars, no vehicle rental can exceed 168 continuous hours.

Your initials here indicate the ability to receive and return a rental vehicle at the above location.

Custom Rental Duration Notes:

- 2. Other Definitions: "Agreement" means all terms and conditions found in this form and all other documents that we give you or that you sign at the time of rental. "You" or "your" means the person identified as the renter in 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 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 Capital Connoisseur Cars, LLC. "Authorized Driver" means the renter and any additional driver listed by us in this Agreement, provided that each such person has a valid driver's license, personal insurance policy that covers rental cars, including high value rental cars, and is at least age 25, though for our Supreme Level cars the minimum age is 30. "Vehicle" means the automobile identified in this Agreement and any vehicle we substitute for it, and its tires, tools, accessories, equipment, keys and vehicle documents. "Loss of Use" means the amount calculated by multiplying the number of days from the date the Vehicle is damaged until it is repaired times the daily rental rate. "Actual Cash Value" means the high retail value per the NADA Classic and Collector value guide just prior to damage or loss. "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.
- 3. 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.
- 4. Condition and Return of Vehicle: You must return the Vehicle on the date and time and to the location specified in this Agreement in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after the specified date and time, it must be at a date and time and location approved in advance by us. Any delay returning the vehicle in excess of one hour will result in additional day charges. You remain responsible for the safety of and any damage to the Vehicle until we receive the Vehicle. Return of the Vehicle is not complete until our agent has inspected the Vehicle; this inspection may not occur on the same day you physically return the Vehicle to us. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain tire pressure and all fluid levels and return the Vehicle to us with at least the same amount of fuel as when rented. When you add fuel you must use only 93 Octane grade gasoline. Failure to use 93 Octane gas will result in a reasonable fee not to exceed \$350 to drain and refill the vehicle's gas tank.

- 5. Responsibility for Damage or Loss; Reporting to the Police: You are responsible for all damage to the Vehicle and for loss or theft of the Vehicle, up to its Actual Cash Value just prior to the loss as defined as being the NADA classic and collector guide's high retail value. You are also responsible for any Loss of Use, Diminished Value, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
- 6. Prohibited Uses: The following uses of the Vehicle are prohibited and are considered breaches of this Agreement. You may not: a) allow any person who is not an Authorized Driver to operate the Vehicle; b) operate the Vehicle while intoxicated or under the influence of any drug; c) drive the Vehicle outside the geographic area stated elsewhere in this Agreement; d) use the Vehicle to participate in any race, speed test or contest; e) push or tow anything, or use the Vehicle for commercial hire; f) use the Vehicle at all for any purpose if you or an Authorized Driver give us false, fraudulent or misleading information at the time of or during the rental; g) drive the Vehicle on unpaved surfaces; h) transport more persons than the Vehicle has seat belts, or carry persons outside the passenger compartment, or transport children without approved child safety seats as required by law; i) tamper with or disconnect the odometer; j) operate the Vehicle when any of its fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the vehicle; k) drive the Vehicle if you lack experience operating a manual transmission.
- **7. Insurance**: You and each additional driver listed above have provided us with proof of insurance on the Vehicle indicating \$200K combined single limit coverage, equivalent or greater, or \$300K combined single limit coverage, equivalent or great for a rental of our Supreme level autos. You are responsible for all uninsured damage or loss to the Vehicle and damage or loss that you cause to others or their property.
- 8. Charges: You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) all appropriate rental fees from the time the Vehicle is rented until the Return Date indicated in this Rental Agreement, even if you return the Vehicle earlier than the Return Date and Time; (b) excess time and mileage charges if appropriate (Vehicle rentals come with 150 free miles per Rental Day. Excess mileage is charged at the rate of \$0.50, \$1.00 or \$1.50 per mile depending on the car as detailed on the website); (c) both repair costs and a mileage charge based on our reasonable estimate if the odometer is tampered with or disconnected; (d) charges for additional drivers; (e) fuel and a refueling fee, if you return the Vehicle with less fuel than when rented; (f) applicable taxes; (g) all parking, traffic and toll violations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay the charging authority, you will pay us the full amounts(s) owed to the charging authority plus our administrative fee of \$100 for each such unpaid violation; (h) all expenses we incur in 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; (i) 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; (j) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts past due; (k) all expenses we incur recovering the Vehicle if you fail to return it as promised; and (l) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented.
- 9. Deposit: We may use your deposit to pay any amounts owed to us under this Agreement. Your deposit will not be returned until our mechanic has inspected the Vehicle and all parts and repair costs, as well as any fees and/or charges have been determined.
- **10. 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 our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 11. Breach of Agreement: If you breach this Agreement, in addition to all legal recourse we may have against you for the breach, we may also disable the Vehicle during the rental term. 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.
- 12. 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.
- **13. 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.

Your signature here indicates that you have read and agree to all the paragraphs above.

Signature - Primary Renter

Date

Signature - Additional Driver #1

Date

Signature - Additional Driver #2

Date