

1. Definitions. "Agreement" means all terms and conditions found on both sides of this form. "You" or "Your" means the person identified as the Customer on the reverse side of this Agreement, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by Us at its or the Customer's direction. You are jointly and severally bound by this Agreement. "We", "Us" or "Our" means the independent auto dealer or its affiliate named elsewhere in this Agreement. "Vehicle" means the automobile identified in this Agreement and each vehicle We substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be a temporary substitute for a Customer-owned or leased vehicle that You have given Us the opportunity to service or repair. Only Authorized Drivers are permitted to drive the Vehicle. "Authorized Driver" means: (a) the Customer at least age 21, who may be the registered owner or lessee of a vehicle left with Us for service or repair; (b) additional drivers at least age 25 listed by Us elsewhere in this Agreement; (c) the Customer's spouse as long as the spouse is at least age 21; and, (d) if the Customer is a business entity Authorized Driver includes Customer employees at least age 21 who are permissible drivers on the business entity's auto insurance policy. Each Authorized Driver must possess a valid driver's license. "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, which You and We agree 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; Consideration; Indemnity and Warranties. This is a contract for rental of the Vehicle. A fee You pay Us, or Our opportunity to service or repair Your vehicle and the benefits We receive for the service/repair work, is adequate consideration 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 Agreement or 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. Inspection; Condition and Return of Vehicle. You must return the Vehicle to Our office or other location We identify on the date and time specified in this Agreement with at least as much fuel as when rented. The Vehicle must be returned in the same condition that You received it except for ordinary wear. If the Vehicle is returned after closing hours, You remain responsible for all damage to the Vehicle until We inspect it on reopening for business. You must obtain Our prior approval before servicing the Vehicle or replacing parts or accessories. You grant Us, Our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during this rental.
4. Responsibility for Damage or Loss; Reporting to Police. You are responsible for theft of the Vehicle and damage to it whether or not You are at fault. You are responsible for damage to the Vehicle caused by weather, road conditions and acts of nature. Your responsibility includes the cost of repair or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is stolen, 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 are responsible for replacing missing equipment, Vehicle documents and Vehicle keys. You will check and maintain Vehicle fluid levels. You must report all Vehicle accidents or incidents of theft and vandalism to Us and the police as soon as You discover them.
5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the rental period by giving Us false, fraudulent or misleading information; (d) under circumstances that could be properly charged as a crime other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (I) when it is reasonable to expect You to know that further operation of the Vehicle would damage it; ( m ) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; and, ( n ) to transport an animal. Permitting the Vehicle to be operated by a person who is not an Authorized Driver is a breach of this Agreement.
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. Your insurance is primary. If You have no auto liability insurance in effect on the date of a loss, or if We are required by law to provide liability insurance, We will 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 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 violate the terms of 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 Policy coverage. 7. Charges. You will pay Us all charges due under this Agreement, including: (a) time and mileage for the period that You keep the Vehicle; (b) applicable taxes; (c) $\$ 50$ or the maximum amount permitted by law, whichever is greater, if You pay Us with a check returned unpaid for any reason; (d) all expenses We incur recovering the Vehicle if it is not returned to the renting location on the date and time promised; (e) all costs, including preand post-judgment attorney fees, We incur collecting payment from You or otherwise enforcing Our rights under this Agreement; (f) a 2\% per month late fee on all charges due Us that are not paid when due; $(\mathrm{g})$ a reasonable fee not to exceed $\$ 350$ to clean the Vehicle if it is returned substantially less clean than when rented; and, (h) fuel and a refueling fee if You return the Vehicle with less fuel than when rented. You will pay the appropriate government authorities all parking and traffic fines, toll violations, penalties, citations, forfeitures, court costs, towing, storage, impound charges and other expenses involving the Vehicle assessed against Us or the Vehicle during this rental; if You fail to pay such charges and we pay them on Your behalf, You will pay Us the fees We paid to the charging authorities plus Our administrative fee of $\$ 50$ for each such violation.
7. Your Property. You release Us, Our agents, and Our employees from all claims for loss of or damage to personal property that was left with Us or carried in the Vehicle. If You fail to claim property left in the Vehicle for more than 30 days, We may dispose of that property in a manner we choose. 9. Breach of Agreement. You waive all recourse against Us for criminal prosecutions We take against You for breach of this Agreement. 10. Modifications. No term of this Agreement can be waived or modified except by a writing that We have signed or on a form that We provide. If You wish to extend the rental period You must return the Vehicle to Our office for inspection and written amendment by Us of the Date Due In. This Agreement constitutes the entire agreement between You and Us. All prior representations and agreements between You and Us regarding the use of the Vehicle are void.
8. Waiver. 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 Our rights under this Agreement does not constitute a waiver of another provision of this Agreement. Unless prohibited by law, You release Us from all liability for consequential, special or punitive damages in connection with this transaction or the reservation of a vehicle. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.
