

Additional Terms & Conditions

Renter agrees by Renter's signature on the Rental Agreement that Renter is aware of, accepts full responsibility for and is bound by the terms and conditions contained in the Rental Agreement for the duration of the Rental Period. In the event that Owner assigns a new Rental Agreement during the Rental Period for the purpose of invoicing Renter, though subsequent Agreements are not executed by the Renter, Renter acknowledges and agrees that the terms and conditions in this Contract will govern for the period ending when Renter executes a subsequent Rental Agreement. Renter agrees that electronic signatures have the same force and effect as manual signatures. Renter expressly acknowledges that Renter and Owner are the only parties for the Contract, notwithstanding that a reservation for Vehicle may have been arranged by a third party, that a third party may pay for all or part of the rental bill and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental and rental rate and/or selection of optional products. For matters arising from the Rental Agreement, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information. The Contract is the entire Agreement between Renter and Owner and cannot be altered by another document or oral Agreement unless agreed to in writing and signed by Renter and Owner.

1. **Definitions:** For the purposes of the Contract, the following terms are specifically defined:
 - a. **"Rental Agreement"** means the entirety of this rental vehicle contract between Owner and Renter including any attachments or schedules affixed to the document.
 - b. **"Additional Authorized Driver"** means the person specifically identified in the Rental Agreement who meets the minimum rental age and holds a valid license;
 - c. **"Optional Accessories"** means but is not limited to optional child seats, non-pre-installed global positioning systems, and similar products and services, toll transponders and/or other products accepted by Renter;
 - d. **"Owner"** for the purposes of the Contract means "the Company" shown at the top of the Rental Agreement.
 - e. **"Rental Period"** means the period between the time Renter takes possession of Vehicle until Vehicle is returned or recovered and in either case, checked in by Owner, regardless of the dates noted as "Date Out" and "Date In" in the Rental Agreement;
 - f. **"Renter"** means the person, or entity identified in the Rental agreement as Renter;
 - g. **"Vehicle"** means the original vehicle or any replacement vehicle(s) inclusive of vehicle as equipped and furnished by the manufacturer and any equipment added by Owner.
2. **Ownership/Vehicle Condition/Warranty:** Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its affiliate, even if owned, registered, or titled to a third party. Renter is not an agent of Owner and has no authority to bind Owner. Renter agrees Renter received Vehicle and any Optional Accessories in good physical and mechanical condition. Renter is taking possession of the vehicle as is and has had an adequate opportunity to inspect the vehicle and optional accessories and their operation. Owner excludes all warranties, both express and implied, with respect to the vehicle and any optional accessories, including any implied warranty of merchantability or fitness for a particular purpose. Renter agrees not to alter or tamper with Vehicle or any Optional Accessories. If Renter or Additional Approved Driver determines Vehicle or Optional Accessories



is unsafe, Renter or Additional Approved Driver shall stop operating Vehicle and any Optional Accessories and notify the Owner immediately. Renter or Additional Approved Driver agree to contact Owner upon the illumination of any warning lights. Renter acknowledges that all rental Vehicles are tracked with GPS as a mechanism for Owner to track the Vehicle's whereabouts.

3. **Payment by Renter:** Renter agrees to return gasoline vehicles with a full tank. If Vehicle is not filled with gas, the Owner will charge the Renter for the price paid to fill Vehicle fuel tank to full. Renter agrees to pay any battery charging fees incurred by the Owner for the entire duration of the rental period for Electric Vehicles. Renter will be charged as soon as Vehicle is returned via their credit card. Renter agrees to pay the total amount of any tickets incurred during the duration of the Rental Period no matter when Owner receives notification of them.
4. **Restrictions:** If Renter or Additional Approved Driver operates Vehicle under the influence of alcohol or drugs, uses the Vehicle in any other negligent or reckless way, or breaks the conditions set out in the Rental Agreement, all applicable insurance covers, waivers, etc., will be deemed void and Renter will be fully responsible for all damage to the Vehicle, as well as loss of use and any other related costs. Only authorized drivers registered on the Rental Agreement are allowed to drive the Vehicle. Damage caused by unauthorized drivers is not covered and Renter will be liable for all damages up to the full cost of the Vehicle. Pets and smoking are not permitted in the Vehicle. Renter will be charged a \$250 cleaning fee if evidence of smoking or pets is found in Vehicle. A lost key for a vehicle will be \$250 to replace.
5. **Marketing:** Renter agrees to the use of email for current and future marketing purposes. Renter may withdraw consent at any time by clicking the unsubscribe link.