Car Rental Agreement

1. Parties, vehicle and rental summary

1.1 Date and parties. This Car Rental Agreement (the "Agreement") is made on **[Agreement date: _____]** between **[Owner's legal name: _____]**, of [Owner's address: _____] (the "Owner"), and **[Renter's full legal name: _____]**, of [Renter's address: _____] (the "Renter"). The Owner and the Renter are each a "Party" and together the "Parties".

1.2 Contact details. Owner: [Owner's phone: _____]; [Owner's email: _____]. Renter: [Renter's phone: _____]; [Renter's email: _____].

1.3 Renter's license record. Driver's license number: [Driver license number: _____]. Date of issue: [License date of issue: _____]. Place of issue: [License place of issue: _____]. Expiration date: [License expiration date: _____]. Date of birth: [Renter's date of birth: _____]. License inspected by: [Person who inspected the license: _____].

1.4 Vehicle. The Owner rents to the Renter the vehicle described below (with its keys, documents and equipment, the "Vehicle"):

Year, make and model: [Vehicle year, make and model: _____]
Vehicle identification number: [Vehicle identification number: _____]
Registration plate number and state: [Plate number and state: _____]
Fuel source: [Fuel source: _____]
Vehicle class: [Vehicle class: _____]

1.5 Rental times and places. Pickup: [Pickup date and time: _____] at [Pickup location: _____] (the "Pickup Location"). Return due: [Return due date and time: _____] at [Return location: _____] (the "Return Location").

1.6 Price shown separately. Base rental rate: [Base rate per rental day: _____] per Rental Day. Mandatory charges, each stated by name and amount: [Mandatory charges by name and amount: _____]. Total of the rental rate and mandatory charges for the entire rental: [Total rate and mandatory charges: _____]. Estimated total including taxes and optional items chosen by the Renter: [Estimated total with taxes and options: _____]. Schedule B shows the calculation.

1.7 Waiver choice. The optional damage waiver costs [Damage waiver price per rental day: _____] per Rental Day. It is optional and is not insurance. The Renter's choice is: **[Waiver choice: _____]**. The choice takes effect only when the Renter signs and initials it on the signature page.

1.8 Notices on the face of this Agreement. [State notices required on the face: _____]

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2. Definitions

2.1 Defined terms. In this Agreement:

(a) "Applicable Law" means each federal, state and local law that applies to this rental, the Vehicle or a Party.

(b) "Authorized Driver" has the meaning in Section 6.1.

(c) "Damage" means physical or mechanical damage to the Vehicle during the Rental Period. It does not include Normal Wear and Tear or a mechanical failure that could reasonably be expected from normal use.

(d) "Fair Market Value" means the price for the Vehicle in the customary market for its sale immediately before the Damage or loss, taking account of its age, mileage, equipment and prior condition.

(e) "Loss" means theft of the Vehicle, its destruction or another event that makes it impracticable to recover or repair.

(f) "Normal Wear and Tear" means gradual deterioration from repeated normal use. It does not include damage from a specific collision or other incident that materially reduces the value of the Vehicle.

(g) "Optional Item" means equipment or a service that the Renter may decline without losing the right to rent the Vehicle.

(h) "Rental Day" means each consecutive period of 24 hours, starting at the actual pickup time, unless Schedule B states a shorter charging unit.

(i) "Rental Period" means the time from delivery of the Vehicle until its return under Section 19, including an extension under Section 4.4.

(j) "Waiver" means the optional agreement in Section 17 by which the Owner gives up claims for Damage or Loss.

(k) "Written" and "in writing" include email only where Section 28 allows electronic notice.

2.2 Interpretation. A reference to a Section or Schedule is to one in this Agreement. "Including" does not limit a list. Headings do not change the meaning of a clause. A reference to a law includes its replacement. The singular includes the plural where the context requires it.

2.3 Order of terms. A mandatory rule of Applicable Law comes first. The part of Section 33 for the state in which the rental begins comes next, then Sections 1 to 32, then the Schedules.

3. Rental grant and ownership

3.1 Rental only. The Owner grants the Renter the right to possess and use the Vehicle during the Rental Period on the terms of this Agreement. This Agreement creates a short-term rental and bailment. It is not a sale, a financing transaction or an employment or agency relationship.

3.2 Ownership. Title and every ownership interest stay with the Owner or the person from whom the Owner lawfully holds the Vehicle. The Renter has no option to buy the Vehicle and may not sell it, pledge it, sublet it, create a lien on it or represent that the Renter owns it.

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3.3 Owner's promises. The Owner promises that it has the right to rent the Vehicle, that the Vehicle is registered as Applicable Law requires, and that the Owner will not disturb the Renter's lawful use during the Rental Period except as this Agreement or Applicable Law allows.

3.4 Personal right. The Renter may not assign this rental or transfer possession to anyone except an Authorized Driver, a mechanic approved by the Owner, or a parking attendant who handles the Vehicle in the ordinary course of that work.

3.5 No driver supplied. The Vehicle is supplied without a driver. The Owner does not direct the Renter's route, schedule or manner of driving.

4. Rental period, pickup, return and extension

4.1 Start. The Rental Period starts when the Owner gives the Vehicle and its keys or access code to the Renter and the checkout part of Schedule A is completed. A reservation time alone does not transfer responsibility for the Vehicle.

4.2 Pickup. At pickup, each person who will drive must show a valid driver's license. The Renter must show the identification and payment method stated at booking. The Owner must explain the controls needed for safe operation and provide an owner's manual or an electronic or printed equivalent.

4.3 Delay by the Owner. If the reserved Vehicle is not ready, the Owner must promptly offer a suitable substitute of the same or a higher class at no higher rental charge. The Renter may reject an unsuitable substitute and receive a full refund of money paid for the rental that did not begin. This does not limit another right under Applicable Law.

4.4 Extension. The Renter must ask for an extension before the return time. An extension takes effect only when the Owner confirms the new time and the added charges in writing and the Renter accepts them. The rate in Section 1.6 applies unless the written confirmation clearly states another rate. Neither Party must agree to an extension.

4.5 Maximum period. This form is for no more than 30 consecutive days, including extensions. The Parties must not use extensions or connected agreements to turn this form into a lease of more than four months. A longer rental needs an agreement prepared for that term.

4.6 Change of return place. Return to another place requires the Owner's prior written agreement. A lawful one-way or collection charge applies only if the Owner states its amount before the Renter accepts the change.

5. Renter eligibility and license check

5.1 Minimum requirements. The Renter must be at least [Minimum renter age: _____] years old, subject to Applicable Law, and must hold a valid, unexpired license that permits operation of the Vehicle. The Renter must not be suspended, disqualified or medically prohibited from driving.

5.2 License inspection. Before delivery, the Owner must inspect the Renter's original license or a legally accepted digital license, confirm that it is unexpired, compare the photograph and signature where available, and record the information in Section 1.3. The Owner must inspect every additional driver's license before that person is added by name.

5.3 Truthful information. The Renter states that the identity, contact, license and insurance information

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given to the Owner is accurate. The Renter must tell the Owner promptly if a license is suspended, revoked or expires during the Rental Period.

5.4 Refusal. The Owner may refuse delivery if a person does not meet a lawful requirement in this Agreement or appears impaired. The Owner must not refuse or surcharge a person on a basis prohibited by Applicable Law. Any young-driver charge must be disclosed before the Renter agrees and must not exceed the amount that Applicable Law permits.

5.5 Copies. The Owner may keep the license record for the period needed for this Agreement, a legal claim or a legal recordkeeping duty. It must protect the record from unauthorized access.

6. Authorized drivers

6.1 Who may drive. The following persons are Authorized Drivers if they hold a license valid for the Vehicle:

(a) the Renter;

(b) each person named here: [Additional named drivers: _____];

(c) the Renter's spouse who meets the minimum age requirement;

(d) the Renter's employer, employee or coworker who meets the minimum age requirement and is engaged in business activity with the Renter at the time of the rental;

(e) a person driving directly to a medical or police facility in circumstances reasonably believed to be an emergency; and

(f) any other person whom Applicable Law treats as authorized.

6.2 Adding a driver. The Owner must verify age and license and make a written change to this Agreement before a person described only by Section 6.1(b) drives. A person's presence at pickup is not enough.

6.3 Charge. The additional driver charge is [Additional driver fee: _____] per driver per Rental Day. No charge applies to a spouse, child, person under guardianship, sibling, parent or grandparent of the Renter, or to an employer or coworker who is authorized under Section 6.1(d). A lower limit under Applicable Law applies.

6.4 Renter's responsibility. The Renter must give every Authorized Driver a copy of the operating rules and ensure that each follows them. The Renter is responsible to the Owner for an Authorized Driver's breach to the extent Applicable Law permits. An Authorized Driver is liable only for that person's own lawful obligations.

6.5 Unauthorized drivers. The Renter must not knowingly allow anyone else to drive. If it happens, the Renter must stop the use and tell the Owner promptly. The consequence for Damage or a Waiver is limited by Sections 16, 17 and 33.

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7. Rental charges, mileage and taxes

7.1 Rental charges. The Renter agrees to pay the base rate and the separately disclosed mandatory charges in Section 1.6, taxes, the mileage charge, and the Optional Items chosen in Schedule B. The Owner may not add a required charge that it did not disclose before the Renter agreed.

7.2 Mileage. Included mileage: [Included mileage: _____]. Extra mileage: [Excess mileage rate: _____] per mile above that allowance. Starting and returning odometer readings are recorded in Schedule A. If a reading is unavailable, the Owner may use another reliable record only where Applicable Law permits it.

7.3 Taxes and government charges. The Renter pays taxes and government charges imposed on this rental in their actual amount. The Owner must identify each charge correctly and may not describe its own operating cost as a tax.

7.4 Estimate and final bill. Schedule B states the estimated total available at signing. At return, the Owner must give an itemized final bill showing dates, rate, mileage, fuel, mandatory charges, Optional Items, taxes, payments and refunds. Charges that could not be calculated at return may be added only if this Agreement permits them and the Owner sends an itemized explanation.

7.5 Mistakes and disputes. A Party must correct a calculation error promptly after notice. The Renter may dispute a charge in good faith and must pay an undisputed amount that is due. The Owner must investigate with documents and must not retaliate against the Renter for a dispute.

7.6 No hidden prepaid penalty. A weekly or monthly rate change after early return applies only if Section 21 and Schedule B disclose it. No charge is due merely because the Renter declines the Waiver, optional insurance or another Optional Item.

8. Deposit and payment authorization

8.1 Payment. The Renter will pay the amount due at pickup by [Payment method: _____]. Payment is due at pickup for the initial estimate and at return for the remaining lawful charges, unless Schedule B states another time.

8.2 Refundable authorization or deposit. The Owner may hold [Refundable authorization or deposit: _____] by [Deposit method: _____] as security for rental time, mileage, fuel and agreed Optional Items. The amount is not security for Damage or Loss and may not be used for it.

8.3 Same terms. The Owner must not increase the deposit, block credit or add a comparable hold because the Renter declined the Waiver, insurance or another Optional Item.

8.4 Use and release. The Owner may apply the deposit only to an amount due under Section 8.2 after giving an itemized bill. The Owner must begin release or refund of the balance within [Days to start deposit release: _____] business days after return and the final bill. The card issuer controls when a released authorization appears in the account.

8.5 Damage is not charged to the deposit or card. The Owner must not charge a card, take a deposit or place a hold for Damage or Loss. Payment may be collected after the Renter or responsible insurer agrees to the amount and liability, or after both are determined under Applicable Law. Any card payment then needs a separate authorization that Applicable Law permits.

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8.6 Receipts. The Owner must give a receipt for each payment and deposit. A failed payment does not create a fixed fee. The Owner may recover its actual bank cost if Applicable Law permits.

9. Optional services and equipment

9.1 Free choice. The Renter chooses Optional Items in Schedule B. Each item and its price must be explained before the Renter accepts it. Declining an item does not change the Renter's right to rent the Vehicle.

9.2 Equipment. Optional equipment supplied is: [Optional equipment supplied: _____]. The Owner must provide clean, safe equipment suitable for the stated use. The Renter must return it with the Vehicle in its condition at delivery, except Normal Wear and Tear.

9.3 Child restraints. The Owner must provide an accurate description and instructions for a supplied child seat. The Renter must select a seat suitable for the child and ensure correct use, after reading the instructions. The Owner is responsible for a defect it supplied and may not shift that responsibility by this clause.

9.4 Navigation, roaming and tolls. A navigation device, roadside plan or toll plan must state its price, coverage and limits in Schedule B. A toll plan is optional unless the Vehicle cannot reasonably be used without it and Applicable Law permits a mandatory charge that is included in the disclosed total.

9.5 Changes. An Optional Item may be added during the Rental Period only by written agreement. The Owner must refund a paid, unused, refundable item when the Renter properly cancels it.

9.6 Optional equipment loss. Responsibility for lost or damaged equipment is limited to the actual, reasonable repair cost or pre-loss value, whichever is lower. It is not added where the Waiver or an insurer has paid the same loss.

10. Vehicle condition and checkout inspection

10.1 Safe delivery. The Owner must deliver the Vehicle clean, roadworthy, registered and in a condition reasonably safe for ordinary road use. The tires, brakes, lights, horn, wipers, mirrors, seat belts and warning systems must be in working order as Applicable Law requires.

10.2 Recall. Where the federal covered rental vehicle rule applies, the Owner must remedy an open safety defect or noncompliance before rental after receiving the required recall notice. The Owner must ground the Vehicle as soon as practicable and no later than 24 hours after that notice, or 48 hours if it covers more than 5,000 vehicles in its fleet, subject to the statute. The Owner must not ask the Renter to waive a safety recall.

10.3 Checkout inspection. Before leaving, the Parties must inspect the Vehicle together where practicable and complete Schedule A. They should take dated photographs or video. The report must record odometer, fuel or battery level, tires, glass, interior, equipment and visible prior Damage.

10.4 Correcting the report. The Renter may add an omitted condition and send photographs promptly after checkout. The Owner must add a genuine correction to the rental file and may not charge the Renter for a condition that existed before delivery. Failure to notice a hidden defect is not acceptance of it.

10.5 Owner's stop-use notice. If the Owner learns that the Vehicle is unsafe, it must tell the Renter immediately and explain how to stop use safely. The Owner must arrange recovery and offer a suitable

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substitute or refund for rental time lost because of the defect. The Renter's other rights remain available.

10.6 Owner's documents. The Vehicle must contain the registration and proof of insurance required in the state of operation, or the Owner must provide a lawful electronic form. The Renter must return those documents with the Vehicle.

11. Permitted use and prohibited uses

11.1 Permitted use. The Vehicle may be used for lawful personal travel, and the ordinary business travel of an Authorized Driver, within [Permitted driving area: _____] on paved roads and other roads reasonably suitable for this class of vehicle. Use outside that territory requires the Owner's written approval before travel.

11.2 Safe operation. Each Authorized Driver must obey traffic laws, use seat belts and suitable child restraints, control the Vehicle and secure its keys. No person may smoke or vape in the Vehicle.

11.3 Prohibited uses. The Renter and each Authorized Driver must not use the Vehicle:

(a) to carry persons or property for hire, or for a delivery platform, unless the Owner agrees in writing;

(b) to race, test speed, train a driver, push or tow anything;

(c) while impaired by alcohol, a drug or medication, or contrary to a license restriction;

(d) in the commission of a crime other than a traffic infraction;

(e) off road, through deep water or on a closed road unsuitable for the Vehicle;

(f) with more passengers or weight than its lawful limits permit;

(g) to carry hazardous materials, except ordinary personal quantities that may lawfully be carried; or

(h) outside the permitted territory, unless the Owner authorized it or an emergency required it.

11.4 Odometer. No person may disconnect, reset or alter an odometer intending to change its registered mileage. The Renter must report any malfunction promptly.

11.5 Alterations. The Renter may not alter, paint or attach permanent equipment to the Vehicle. Temporary mobility or child safety equipment may be used if it is safe and does not cause Damage.

11.6 Animals. Ordinary pets may travel only as agreed in writing. A service animal is allowed without an animal permission requirement or surcharge. The Renter may be charged only for actual Damage in the same manner as another renter.

12. Maintenance and mechanical breakdown

12.1 Owner's maintenance. The Owner must keep the Vehicle in safe operating condition and arrange scheduled maintenance. The Owner pays for ordinary wear, mechanical defects and tires worn through normal use.

12.2 Renter's care. The Renter must monitor warning lights and stop in a safe place if continued driving could injure a person or damage the Vehicle. The Renter must add only the correct fuel or fluid and use correct charging equipment.

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12.3 Breakdown. Roadside assistance: [Roadside assistance phone: _____]. The Renter must contact that number and the Owner as soon as safely practicable after a breakdown. The Owner must arrange reasonable roadside help, transport or replacement for a failure not caused by a breach of this Agreement. The Renter does not pay rental charges for time when the Vehicle is unusable for a reason that is not the Renter's responsibility.

12.4 Repairs. Except for an emergency step needed to protect people or comply with police directions, the Renter must not repair or modify the Vehicle without the Owner's prior approval. If approved, the Owner reimburses the actual cost promptly on receipt of an itemized invoice.

12.5 Cost of misuse. The Renter may be responsible for actual, reasonable mechanical repair costs caused by a breach or negligence, subject to Section 16, the Waiver and Applicable Law. The Owner must not charge for failure resulting from Normal Wear and Tear, an existing defect or its own failure to maintain the Vehicle.

13. Fuel or battery charge level

13.1 Starting level. The Vehicle starts at [Starting fuel or battery level: _____]. The Renter must return it at substantially the same level, unless the Renter buys a disclosed refueling or recharging option.

13.2 Refueling. If the fuel level is lower at return, the Owner may charge the actual cost of the missing fuel and the service rate disclosed before rental in Schedule B. The charge must be based on the observed level and must not cover more than the missing fuel.

13.3 Electric vehicles. The Renter must use a suitable charger and follow the Owner's written instructions. At return, the required battery level is [Required battery level at return: _____]. Any recharging charge must be calculated by the disclosed method in Schedule B and must reflect the energy and reasonable service supplied.

13.4 No credit or surprise. No credit is due for fuel above the starting level unless Schedule B promises one. The Owner must identify the fuel source and level before checkout. The Renter must not use the wrong fuel, and responsibility for resulting Damage is decided under Section 16.

13.5 Charging stations and parking. The Renter pays a public charging station's own session and idle charges that arise during the Rental Period. An Owner's charging cable and adapter are equipment recorded in Schedule A and must be returned.

14. Tolls, parking and traffic fines

14.1 Road charges. The Renter must pay tolls and lawful parking charges incurred during the Rental Period. The Renter must obey traffic laws and is responsible for a ticket arising from an Authorized Driver's use where Applicable Law assigns it to that person.

14.2 Notice and dispute. The Owner must send the Renter a copy of a charge or citation with the date and place and allow a fair opportunity to contest liability or amount where the law allows. Neither Party waives a defense.

14.3 Payment by Owner. If an authority lawfully requires the Owner to pay a Renter's charge, the Renter must reimburse the actual charge after an itemized notice, except to the extent it resulted from the

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Owner's delay or error. The Owner's processing charge is [Ticket processing fee: _____] per paid citation, but is due only if it was disclosed and Applicable Law permits it.

14.4 Toll plan. The Owner must disclose the toll plan and its daily and total charges. Where an option exists, the Renter may avoid the plan by paying tolls directly.

14.5 Release of driver details. The Owner may give an authority the limited information needed to assign a ticket or toll to the responsible driver, where Applicable Law permits it.

15. Accidents, damage and theft reporting

15.1 Immediate action. After an accident, the Renter or driver must stop safely, get medical help, call police when required, and not admit fault for another Party. As soon as safely practicable, that person must notify the Owner at [Accident and theft phone: _____] with the location and known facts.

15.2 Information. The Renter must collect the other driver's name, contact, license, plate and insurance information, and witness and photograph details, if it is safe. The Owner must provide an incident report form.

15.3 Incident report. The Renter must complete and return a truthful report within 10 days after receiving the form and instructions, unless Applicable Law gives a longer time or physical incapacity prevents it. An Authorized Driver other than the Renter completes a report only for an event while that person was driving.

15.4 Theft. On discovering theft, an Authorized Driver must notify police and the Owner promptly and within 12 hours of learning of it, or within any other period Applicable Law requires. The Renter must return all keys in the Renter's control and give the police report number when available. If notice was impracticable, it must be given as soon as it becomes practicable.

15.5 Cooperation. Each Party must cooperate reasonably with police and insurers. This does not require the Renter to give up a legal privilege, sign a false statement, or make an admission of fault.

15.6 Inspection. The Owner must keep evidence of Damage as Applicable Law requires, inform the Renter and insurer of their inspection rights, and provide reasonable access before repair or disposal. If no shorter or longer law applies, the Renter may request inspection within 72 hours after the Owner's notice, and the Owner must schedule it within seven days.

15.7 Claims against another person. The Renter must not settle a claim for the Owner's property damage. The Owner must credit the Renter with each recovery from another person or insurer for the same loss.

16. Responsibility for loss and damage

16.1 Basic responsibility. Subject to a valid Waiver, insurance and Applicable Law, the Renter is responsible for Damage during the Rental Period, including collision Damage when no one knows who caused it. The Renter is not responsible for pre-existing Damage, Normal Wear and Tear, an ordinary mechanical failure, or Damage to the extent that the Owner, its employees or a defect in the Vehicle caused it.

16.2 Theft. The Renter is responsible for theft only when the Owner proves that an Authorized Driver

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failed to use reasonable care or took part in the theft, subject to any stricter proof required by Applicable Law. Returning the key, reporting theft promptly to police and cooperating are evidence that reasonable care was used and create any presumption that Applicable Law provides.

16.3 Maximum amount. The claim may not exceed the least of:

(a) the actual and reasonable cost of repair, after discounts, reductions and adjustments available to the Owner;

(b) the Vehicle's Fair Market Value immediately before the event, less net disposal proceeds and other recoveries; and

(c) the limit in Section 33 or Applicable Law.

16.4 Towing. Towing, storage and impound charges are limited to actual, necessary charges paid for Damage or Loss for which the Renter is responsible. The Owner must limit the period of storage.

16.5 Administration and loss of use. The Parties choose the following rule: **[Administration and loss-of-use rule: _____]**. A charge is made only if this choice says so and Applicable Law permits it, and it must never exceed the actual cost. An administrative charge must not exceed $50 for a parts-and-labor estimate above $100 up to $500, $100 above $500 up to $1,500, or $150 above $1,500; none is due at $100 or less. Loss of use must not exceed a reasonable estimate of actual lost income, or one day's rental rate for every four hours of repair labor, whichever is lower. Neither charge is due where Applicable Law prohibits it.

16.6 Claim process. The Owner must make a claim on return after a physical inspection. For an after-hours or automated return or a recovered Vehicle, the Owner must make it within 10 days after return or recovery. The claim must state the date, facts and amount, and include photographs and an independent repair or appraisal estimate. On request, the Owner must supply the invoice and evidence available to it.

16.7 Review and payment. The Renter and insurer may inspect and respond before payment is due. The Owner must mitigate its loss and submit a claim directly to the Renter's insurer when the Renter requests and Applicable Law requires it. The Owner must not collect for Damage or Loss during the Rental Period, pending a dispute or before the amount and liability are agreed or determined under Applicable Law.

16.8 No double recovery. A recovery from the Renter, an Authorized Driver, an insurer, the Waiver or another person counts once. The Owner must promptly refund any amount above the lawful total.

17. Optional damage waiver

17.1 Optional agreement. The Waiver costs [Damage waiver price per rental day: _____] for each full or partial Rental Day while it is in effect. It is optional, not a condition of rental, and not insurance. The Renter may already have coverage under an automobile policy or a credit card and should check its terms and deductible before buying.

17.2 Election. The Owner may sell the Waiver only if the Renter accepts it in writing at or before signing this Agreement. The Renter must sign or initial acceptance or refusal on the signature page. No acceptance is implied by taking the Vehicle or paying the base rental rate.

17.3 Effect. If accepted, the Owner waives the Renter's and each Authorized Driver's responsibility for

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Damage, Loss, towing, storage, impound and related costs, less the disclosed deductible of [Waiver deductible: _____]. The deductible does not apply where Applicable Law requires a full waiver. The Waiver does not cover personal injury or property belonging to other people.

17.4 Exclusions. To the extent Applicable Law allows, the Waiver does not apply to Damage or Loss:

(a) caused intentionally or by willful and wanton misconduct of an Authorized Driver;

(b) caused while a driver was unlawfully impaired by alcohol or drugs;

(c) caused while the Vehicle was used in a felony;

(d) caused while the Vehicle was used commercially to carry persons or property for hire, to push or tow, to race or test speed, or for driver training;

(e) caused while a person other than an Authorized Driver drove, but this exclusion does not apply to a licensed child of the Renter over 18, parent or parent-in-law living in the Renter's household, a parking valet or garage attendant acting in the normal course of work, or an emergency use that Applicable Law protects;

(f) while the Vehicle was outside the United States without the Owner's permission; or

(g) where the Renter obtained the rental by fraudulent information.

17.5 No other exclusions. Ordinary negligence does not void the Waiver. A breach of another term does not void it unless Section 17.4 expressly says so and Applicable Law permits that result.

17.6 Cancellation. The Renter may cancel the Waiver before pickup or within 24 hours of purchase if the Vehicle has no new Damage, with a full refund. After that, the Renter may cancel prospectively in writing after a Vehicle inspection. The Owner must confirm cancellation and refund all unused Waiver days on early return or cancellation as Applicable Law requires. A Waiver charge already earned for a partial Rental Day remains payable.

17.7 Claims. The Owner has the burden of proving that a lawful exclusion applies. It must give the Renter the facts and documents and allow a reasonable response. If part of a loss is not excluded, the Waiver still applies to that part where the cost can reasonably be divided.

18. Insurance

18.1 Required cover. The Owner must keep the registration, financial responsibility and motor vehicle liability cover that Applicable Law requires for the Vehicle. This Agreement does not reduce a minimum limit or a victim's right to coverage.

18.2 Renter's policy. The Renter's insurer is [Renter's auto insurer: _____], policy [Renter's policy number: _____], with stated limits [Policy limits stated by renter: _____]. The Renter must confirm whether the policy covers rentals, drivers, the territory and any credit card benefits. A policy does not need to provide coverage that Applicable Law requires the Owner to provide.

18.3 Order of coverage. Primary coverage is determined by Applicable Law and the policy. The Parties elect: [Primary insurance choice: _____]. If Applicable Law requires a statement on the face of this Agreement to move primary coverage to the Renter, the choice is ineffective unless that

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statement appears there in the required form.

18.4 Optional insurance. Any insurance sold with the rental must be separately offered by a person permitted to sell it. The Renter must receive the policy or certificate and its premium, limits and exclusions. The Waiver is not insurance, and buying it does not replace liability insurance.

18.5 Proof and claims. The Owner must provide the insurance identification required for operation. Each Party must give a covered insurer prompt notice and may submit a claim to that insurer. A missing notice affects coverage only as the policy and Applicable Law allow.

18.6 No evasion. This Section may not be used to evade a state compulsory insurance or financial responsibility law.

19. Vehicle return and late return

19.1 Return duty. The Renter must return the Vehicle, keys, documents, accessories and equipment at the Return Location by the due time, with the required fuel or battery level and in its delivery condition, except Normal Wear and Tear and Damage addressed under Section 16.

19.2 Inspection at return. The Parties should complete the return part of Schedule A together. If the Owner is unavailable, the Renter should take dated photographs and follow the written key return instructions. The Owner must identify visible new Damage at return where practicable and give a copy of the return record.

19.3 After-hours return. An after-hours return is permitted only at [After-hours return place: _____]. Responsibility for ordinary parking risk ends when the Vehicle is properly secured and keys are delivered by that procedure. Rental charges end when the Owner can reasonably confirm the return, no later than its next business opening unless an earlier time is proved.

19.4 Late return. Grace period: [Late-return grace period: _____]. After it, the Renter pays the disclosed rental rate for the time of actual use, calculated by the hour up to one Rental Day's rate, until return or recovery. This is for use of the Vehicle and is not a penalty. The Owner must reduce it for a delay it caused or agreed to and may not collect it for time when it had recovered or rented the Vehicle.

19.5 Cleaning. Ordinary travel dust and use are included. The Renter may be charged actual, reasonable and documented costs of extraordinary cleaning or smoke removal caused by breach. No fixed cleaning charge is due if it exceeds the actual cost.

19.6 Lost keys. The Renter must report a missing key promptly. Responsibility is limited to the actual, reasonable replacement or reprogramming cost and is not charged if the key is found before expense is incurred.

20. Failure to return

20.1 Contact first. If the Vehicle is overdue, the Owner must attempt to contact the Renter using the phone and, where agreed, electronic contact details. The notice must state the due date, current charges and return options.

20.2 Renter's duty. The Renter must return the Vehicle immediately or explain any emergency, obtain an extension, or tell the Owner where the Vehicle is. Failure to pay does not by itself prove criminal intent.

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20.3 Reporting. The Owner may report a theft or failure to return to police when Applicable Law permits and facts support a report. The Owner must give truthful information and withdraw or correct it if the Vehicle is recovered or facts change. No report may be used as a threat to collect an ordinary disputed charge.

20.4 Florida statement. The Florida statement in Section 33.1(b) applies only to a Florida rental and only if the Renter initials it. Other state criminal notices apply only if the Owner supplies the required statement and follows that state's procedure.

20.5 Continuing liability. Until lawful return or recovery, the Renter remains responsible for rental time and lawful charges, subject to a theft or other event for which Applicable Law ends or limits responsibility. The Renter's civil liability is decided separately from criminal liability.

21. Cancellation and early return

21.1 Before pickup. The Renter may cancel without charge by [Free cancellation deadline: _____]. After that, the Owner may recover only its actual loss caused by the cancellation, less amounts it reasonably saves or receives from another rental, and not more than one Rental Day's base rate. The Owner must refund the rest within the period required by Applicable Law.

21.2 Owner cancellation. The Owner may cancel for an unsafe Vehicle, a legal barrier, or an ineligible Renter. It must notify the Renter promptly, offer a suitable substitute where available, and refund all amounts paid for the canceled rental. If the Owner caused the cancellation, the Renter may recover reasonable, proven direct costs that Applicable Law permits.

21.3 Early return. The Owner must calculate charges using the disclosed early-return method in Schedule B and refund unused rental time when that method promises a refund. It must refund unused Waiver days as Applicable Law requires. No charge may be greater than the amount the Renter would have paid for the full agreed period.

21.4 No-show. The Owner must keep the Vehicle available for [No-show holding time: _____] after the reserved time, unless the Renter agrees to a different period. A no-show charge is governed by Section 21.1. The Owner may not collect a fixed penalty greater than its actual loss.

21.5 Emergencies. If a road closure, declared emergency, severe weather, government order or other event outside a Party's reasonable control prevents pickup or return, the affected Party must notify the other promptly. Time is extended while performance is prevented. The Owner must not charge a late penalty for that time, but may charge reasonable rent for actual continued use unless the Owner prevented return.

22. Default and repossession

22.1 Events of default. A Party is in default if it materially breaches this Agreement and fails to correct a breach that can reasonably be corrected within the time stated in a written notice. A Party may act without a cure period where continued use presents an immediate safety risk, the Vehicle is being used unlawfully, or the Vehicle is overdue.

22.2 Owner's options. On the Renter's material default, the Owner may end the rental, require prompt return, recover lawful amounts due and use any other remedy Applicable Law permits. The Owner must mitigate its loss.

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22.3 Recovery of Vehicle. The Owner may recover the Vehicle by a lawful process and may take peaceful possession only if this Agreement and Applicable Law allow it without a breach of the peace. The Owner must not enter a home or other protected place without permission or legal authority. It must not use threats, force or unsafe remote disabling.

22.4 Belongings. Recovery does not give the Owner title to the Renter's belongings. The Owner must allow the Renter a reasonable opportunity to collect them and may not hold them for an unrelated debt.

22.5 Owner's default. If the Owner fails to deliver a safe, lawful Vehicle or materially breaches this Agreement, the Renter may reject or end the rental, receive an appropriate refund and seek the remedies Applicable Law provides.

22.6 Collection. Neither Party may use an unfair, deceptive or coercive collection practice. The Owner must not report disputed Damage debt to a consumer reporting agency before Applicable Law permits it.

23. Location technology and personal data

23.1 Technology disclosure. The Vehicle's location or telematics equipment is: [Location equipment description: _____]. The Owner must tell the Renter its general capabilities and may use it only for a lawful purpose stated in this Agreement.

23.2 Permitted location use. To the extent Applicable Law permits, the Owner may use location information only:

(a) to recover a Vehicle that the Renter or police says is stolen, missing or abandoned;

(b) if the Vehicle remains overdue more than 24 hours, after the notice in Section 23.3;

(c) to provide roadside assistance or remote unlocking at the Renter's request;

(d) to comply with a lawful subpoena or search warrant; or

(e) for another limited use expressly allowed by Applicable Law and disclosed to the Renter.

23.3 Overdue notice. The Owner may activate electronic surveillance technology if the Vehicle has not been returned within 24 hours after its contracted return date or extension. The Owner must give notice 24 hours before activation as Applicable Law requires, by telephone and, where the Renter agreed, electronically. The California advisement is in Section 33.5(b).

23.4 No location penalties. The Owner may not use location or telematics information to set a fee, fine, surcharge or penalty for the Renter's use of the Vehicle. Mileage, fuel level and times may be recorded and used only as Applicable Law allows.

23.5 Privacy. The Owner may collect the data reasonably needed to verify eligibility, perform this Agreement, process payment, give assistance and resolve claims. It must limit access, use reasonable security, keep data no longer than needed or lawfully required, and not sell it except with any consent or notice required by law. The Renter may request correction of inaccurate data.

23.6 Connected accounts. The Renter should remove phone pairings and personal navigation records before return. The Owner must not access personal content left in the Vehicle except as needed to identify and return property or as law requires.

23.7 Records. Where technology is activated to recover an overdue Vehicle, the Owner must keep the

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activation record and communications for at least 12 months and provide them on the Renter's request where Applicable Law requires it.

24. Liability and indemnity

24.1 Own responsibility. Each Party is responsible for loss caused by its own negligence, willful conduct or breach. Nothing in this Agreement releases a Party from fraud, willful injury, gross negligence or a violation of law, or limits a claim that may not be limited.

24.2 Vehicle safety. The Owner is responsible for its own negligence, including negligent maintenance, unsafe delivery and a failure to act on a required safety recall. Federal protection of an owner in the trade or business of renting vehicles applies only on its terms and does not remove the Owner's responsibility for its own negligence.

24.3 Third-party claim by Renter's use. To the extent Applicable Law permits, the Renter will indemnify the Owner for a third-party claim to the extent caused by negligence, willful conduct or an unauthorized use by the Renter or an Authorized Driver. The duty does not apply to the extent caused by the Owner, a Vehicle defect, required insurance or a person acting for the Owner.

24.4 Owner indemnity. The Owner will indemnify the Renter for a third-party claim to the extent caused by the Owner's negligence, willful conduct, defective maintenance or lack of right to rent the Vehicle.

24.5 Defense process. A Party seeking indemnity must notify the other promptly, provide available information and not prejudice the defense. The indemnifying Party may defend with reasonable counsel, but may not settle by an admission of fault or restriction on the other Party without consent. A delay reduces the duty only to the extent it caused prejudice.

24.6 Limit. Neither Party is responsible for unforeseeable loss of profit or business. This limit does not apply to bodily injury, a lawful claim under Section 16, a refund, fraud, willful conduct, gross negligence, an indemnified third-party claim, or liability that Applicable Law does not let a Party limit.

25. Personal property

25.1 Renter's care. The Renter must not leave valuables visible and must check the Vehicle before return. The Owner does not take possession of property merely because it is left in the Vehicle.

25.2 Lost property. If the Owner finds property, it must keep it reasonably secure, attempt to notify the Renter and make it available for collection for [Found property holding time in days: _____] days, subject to a shorter period required for dangerous or perishable property.

25.3 Responsibility. The Owner is responsible for property to the extent its negligence or wrongful conduct caused its loss or damage. This Section does not exclude an insured claim or another right that Applicable Law protects.

25.4 Return by shipment. The Owner may ship property at the Renter's request and expense after quoting the shipping cost. The Owner must not open a locked container except for safety, identification or legal reasons.

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26. Accessibility and nondiscrimination

26.1 Equal service. The Owner must not discriminate unlawfully and must make reasonable modifications required by Applicable Law. A Renter with a disability may request hand controls, accessible communication or another reasonable modification.

26.2 No surcharge. The Owner must not add a charge for an accessibility measure required by law or require a person with a disability to buy insurance, a deposit or a Waiver that another renter need not buy.

26.3 Service animals. The Owner must permit a service animal and may not require a pet fee or pet-related deposit for it. The Renter may be responsible for actual Damage in the same manner as other renters.

26.4 Availability and safety. If a requested vehicle modification takes time, the Owner must discuss it promptly and in good faith. A safety decision must use current, objective evidence and not a stereotype about a disability.

27. Customer feedback

27.1 Honest feedback. The Renter and each Authorized Driver may post or share an honest review, performance assessment or similar communication about the Owner or rental. Nothing in this Agreement prohibits that communication, imposes a fee or penalty for it, or takes ownership of the review.

27.2 False statements and private data. A Party may use a remedy that the law already provides for a knowingly false statement or unlawful disclosure of private information. This clause does not create a contractual penalty for an unfavorable honest review.

27.3 Complaints. The Renter may send a complaint under Section 28 and may contact a government agency. The Owner may not condition a refund, deposit return or service on silence.

28. Notices and electronic communications

28.1 Method. A formal notice must be written and delivered by hand, mailed or sent by a tracked delivery service to the address in Section 1, or to a replacement address given in writing. A notice required by Applicable Law must use its required method.

28.2 Receipt. A notice delivered by hand takes effect on receipt. A tracked delivery takes effect on the recorded delivery date or first refused delivery attempt. Mail takes effect when received unless Applicable Law provides another time.

28.3 Electronic communications. The Renter chooses: [Electronic communication choice: _____]. If the Renter agrees, ordinary messages may be sent to the email in Section 1. Declining electronic communications does not prevent the rental. The Renter may withdraw this consent prospectively by written notice. A legal notice may be electronic only if Applicable Law permits it.

28.4 Emergency messages. Safety, breakdown, accident and overdue messages may be given by phone as well as in writing. A voice message or text does not replace a notice for which Applicable Law requires another form.

28.5 Changes of contact. Each Party must tell the other promptly about a change in its contact details during the Rental Period and until all charges are settled.

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29. Dispute resolution

29.1 Informal resolution. A Party with a dispute should give the other a short notice of facts, requested correction and supporting documents. The Parties will try to resolve it in good faith for [Informal dispute period in days: _____] days. This step does not stop emergency relief, extend a legal deadline unless law permits, or prevent a report to an agency.

29.2 Mediation. The Parties may agree in writing to mediation. Each Party pays its own costs and half of a mediator's fee unless they agree otherwise.

29.3 Court or arbitration. A lawsuit may be filed in a court that has jurisdiction. The Parties agree to the following choice: **[Court or arbitration choice: _____]**. Arbitration applies only if both Parties sign a separate, conspicuous agreement that identifies the arbitrator and rules, costs, location and method of rejection. A Party may use small claims court for a qualifying claim.

29.4 Arbitration limits. An arbitration agreement must follow the Federal Arbitration Act and Applicable Law and preserve rights that may not be waived. Nothing in this Agreement restricts a claim to a government agency or imposes arbitration of Damage to or Loss of a Vehicle before a claim where Applicable Law prohibits it.

29.5 Costs. Each Party pays its own attorneys' fees unless a statute, court rule or valid separate agreement provides otherwise. A consumer's rights to recover costs under a law remain unchanged.

29.6 Keep performing. During a dispute, the Renter must return the Vehicle and pay undisputed charges, and the Owner must provide safety assistance and refund undisputed amounts.

30. Governing law and non-waivable rights

30.1 Governing law. The law of [State where the rental begins: _____], where the rental begins, and applicable federal law govern this Agreement. This choice does not take away a protection of another state's law that Applicable Law requires.

30.2 Non-waivable rights. A term that conflicts with a right that cannot be waived has no effect to that extent. The Renter keeps every remedy Applicable Law gives. The Owner must not represent otherwise.

30.3 Unfair terms. A court may refuse to enforce an unconscionable term or limit it as Applicable Law permits. Neither Party may use an ambiguity to obtain an unfair result.

30.4 Interpretation for consumers. An ambiguity in an Owner-prepared consumer form is interpreted in favor of the Renter to the extent Applicable Law provides. State-specific disclosures and limits in Section 33 apply only to the stated rentals, except that a Party must follow another mandatory law.

30.5 Reasonable limitation. Any contractual time to claim that Applicable Law does not permit has no effect. The Parties do not shorten a statutory limitation period.

31. Assignment, amendment, waiver, severability and entire agreement

31.1 Assignment. The Renter may not assign this Agreement without the Owner's written consent. The Owner may assign its payment right only if the assignee follows this Agreement and the Renter's defenses and rights remain protected. No assignment lets a person evade a legal duty.

31.2 Amendment. A change must be in writing and accepted by both Parties. An extension may be

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accepted electronically if Section 4 and Applicable Law permit it. The Owner may not change an agreed charge by a website update.

31.3 Waiver of breach. A delay or decision not to enforce one breach does not waive a later breach. A waiver must be written and signed by the Party giving it. This clause does not affect the optional Waiver in Section 17.

31.4 Severability. If a term is invalid, the rest remains effective where it can operate without that term. A court may enforce the valid part, or replace an invalid duty with the closest valid duty, only where the law permits it.

31.5 Entire agreement. This Agreement, completed Schedules and any signed state rider contain the Parties' agreement about the rental. They replace earlier inconsistent promises except a confirmed price or promise that Applicable Law makes binding. No agent may change the price by an unsigned statement, but a Party may rely on fraud, misrepresentation or another non-waivable claim.

31.6 No third-party rights. Except for an Authorized Driver, insurer or another person given a right by Applicable Law, this Agreement does not create a new right for a third person.

31.7 Survival. Payment, refund, insurance, privacy, claim, indemnity, feedback, governing law and dispute terms continue after return as needed to give effect to them.

32. Counterparts and electronic signatures

32.1 Counterparts. The Parties may sign separate copies. Together, they form one Agreement. Each Party receives a complete copy with Schedules before or when possession begins.

32.2 Electronic signature. An electronic signature that a Party intended to make has the same effect as a handwritten one, to the extent federal and state law permit it. A person must have an opportunity to save and print an electronic document.

32.3 Initials. A required initial or separate acknowledgment must be made beside its stated term. Signing the end of this Agreement does not replace required initials or a statutory notice.

32.4 Corrections. A Party may correct a spelling or calculation mistake by initialing the corrected text and giving a copy to the other Party. A correction that increases a charge or changes a right needs both Parties' agreement.

33. State-specific notices rider

33.1 Florida rental only.

(a) **Primary coverage.** If the Parties elect that the Renter's insurance is primary in Section 18.3, the following statement must appear on the face of this Agreement in at least 10-point type: **"The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes."** If they do not make that election, the Owner must not represent that the statement applies.

(b) **Failure to return.** If the Owner relies on Section 812.155, Florida Statutes, the Renter must initial this statement: **"Failure to return rental property or equipment upon expiration of the rental period**

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and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes." Renter's initials: [Florida failure-to-return initials: _____].

(c) **License and record.** The Owner must inspect and verify the Renter's unexpired license before delivery and keep the registration number, Renter's name and address, license number and place of issue.

33.2 Washington rental only. Before delivery, the Owner must inspect the Renter's license and compare and verify the signature on it with the Renter's signature written in the Owner's presence. The Owner must keep a record of the Vehicle's registration plate number, the Renter's name and address, the number of the Renter's license, and the date and place where that license was issued. Section 1 holds these details. The record must be open to inspection by a police officer or a person acting for the director of licensing.

33.3 New York rental only.

(a) Optional vehicle protection means the Waiver. The Owner must not charge more per full or partial 24-hour Rental Day than $9 for a manufacturer's suggested retail price up to $20,000, $12 above $20,000 up to $35,000, or $15 above $35,000 up to $50,000. There is no fixed dollar cap above $50,000.

(b) **The following notice must be in boldface type of at least 12 points on the face of this Agreement or another written document given on execution: "NOTICE: This contract offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have rental vehicle collision coverage provided by your credit card or automobile insurance policy. Before deciding whether to purchase optional vehicle protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under such coverage."**

(c) **Optional vehicle protection may be void only for: (1) intentional, willful, wanton or reckless conduct; (2) intoxicated or unlawfully impaired driving; (3) fraudulent or materially false information; (4) commission of a crime other than a traffic infraction; (5) carrying persons or property for hire, pushing, towing, a speed contest, off-road use or driver training; (6) use by a person other than an authorized driver, the renter's properly licensed child over 18, parent or parent-in-law living in the same household, or a paid parking valet or garage attendant in normal work; (7) use outside the continental United States not authorized by this Agreement; or (8) failure of a required person to comply with New York damage or loss reporting rules. Section 17.4 applies instead where it is more favorable to the Renter.** This paragraph must be in boldface type of at least 12 points.

(d) **The Renter and each other authorized driver may be liable for physical or mechanical damage to the rental vehicle, limited to the lesser of actual and reasonable repair costs after available adjustments or fair market value before the damage less net disposal proceeds, except as New York law limits or excludes liability. For loss by theft, they may be liable for reasonable costs up to fair market value only if an authorized driver failed to exercise reasonable care or took part in the theft. Normal wear and tear is excluded. Optional vehicle protection may relieve that liability**

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subject to the conditions stated above. This disclosure must be prominent and at least 10-point boldface type.

(e) The Owner may not recover loss of use or related administrative fees. It may not charge or require a deposit or advance card charge for damage, or collect a damage charge before agreement on cost and liability or a legal determination. Additional authorized drivers cost no more than $5 per driver per Rental Day. A mandatory fee beyond those New York permits is not due.

(f) A Renter may cancel optional vehicle protection in person at any branch with the Vehicle for inspection. Within 24 hours of purchase, a cancellation on a form provided by the Owner is free if the Agreement is for two or more days. Later cancellation in writing is prospective, and the charge for the days or partial days in effect is payable. This does not reduce the refund promised in Section 17.6.

(g) An authorized driver must report theft to the Owner and law enforcement within 12 hours of learning of it. A damage report is due within 10 days after the required notice. The Renter or insurer must request the statutory inspection within 72 hours of the required notice, subject to the New York exceptions and time for a total loss. The Owner must give the required forms and notices and provide the repair estimate and evidence on request.

(h) The Owner may not refuse a person 18 or older solely because of age if insurance coverage for persons of that age is available. Any age-related insurance charge must not exceed the actual extra insurance cost that New York law permits. The Owner must not use global positioning information to impose fees or penalties on a driver for use of the Vehicle.

(i) If the rental agency is in New York City, it must honor a reservation within one-half hour of the reserved time at its reserved price, unless it told the consumer in advance that the reservation was not guaranteed.

(j) The Renter's spouse who is licensed and at least 18 years old is an Authorized Driver, whatever minimum age Section 5.1 states. The minimum age requirement in Section 6.1(c) does not apply to that spouse.

33.4 Texas rental only.

(a) **"NOTICE: Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance."** The Owner must give this notice in at least 10-point type to each Renter who buys a separately charged Waiver.

(b) Every mandatory charge must be prominently shown separately on the face of this Agreement and in price quotes. The Waiver may not be mandatory. The Renter's licensed spouse who meets the minimum age requirement is an Authorized Driver.

(c) A damage waiver may be voided only on the grounds Texas law allows. Section 17.4 does not expand those grounds. Unused Waiver days must be refunded on early return, and on cancellation after the Owner confirms that the Vehicle was not damaged before the cancellation.

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33.5 California rental only.

(a) **NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER: You are responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable. Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. The rental company will not hold you responsible if you buy a damage waiver. But a damage waiver will not protect you for the exclusions listed in Section 17.4. The cost of an optional damage waiver is [Damage waiver price per rental day: _____] for every day.** The deductible in Section 17.3 does not apply to a California rental. The Owner must make every required sign and oral disclosure. **The Waiver is optional and may duplicate coverage under your own motor vehicle insurance.** The Renter acknowledges receipt of that oral disclosure by initialing the California line in the Waiver choice block on the signature page.

(b) **Electronic surveillance technology may be activated if the rental vehicle has not been returned within 24 hours after the contracted return date or extension of the return date.** Renter's initials: [California tracking notice initials: _____]. The advisement must also be given orally when required. Use of location technology is limited by Section 23 and California law.

(c) The Renter may be responsible for collision damage only up to the Vehicle's fair market value. Theft responsibility exists only when the Owner establishes by clear and convincing evidence that a driver failed to use ordinary care; return of the ignition key, a police report within 24 hours and cooperation create the statutory presumption against liability. Vandalism unrelated to theft is limited to $500. Loss of use is not charged to the Renter. The administrative charge is limited by Section 16.5.

(d) The total of the rental rate and additional mandatory charges for the entire rental must be shown in this Agreement. The Renter may refuse electronic communications without losing the rental. The Owner must not charge a driver fee for a family driver covered by Section 6.3.

(e) For a Vehicle that the Owner designates as an economy, compact, intermediate, standard or full-size car, or by a term with a similar meaning to the five smallest body-size categories, the Waiver must not cost more than $25 for each full or partial 24-hour rental day, as that cap is increased each January from January 1, 2023 by the increase in the Consumer Price Index for All Urban Consumers (CPI-U). The Owner must check the current adjusted cap before it states a price.

33.6 Virginia rental only. If the Waiver is offered, this notice must be on the face of this Agreement in boldface type of at least 10 points:

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE

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INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

Renter's acknowledgment of receipt: [Virginia notice acknowledgment: _____].

33.7 Hawaii rental only. The damage waiver is optional, entails an additional charge of [Damage waiver price per rental day: _____] per day, and is subject to the conditions and exclusions in Section 17. Your personal automobile insurance may already cover you. Examine your policy for coverage and the amount of the deductible. By entering into this Agreement, you may be liable for damage to the rental motor vehicle. This notice must be in plain language and in at least 10-point boldface type. All of Section 17, which states every restriction, condition and provision of the Waiver, must also be printed in at least 10-point boldface type in an Agreement for a Hawaii rental. The Waiver does not exclude damage caused by the Renter's ordinary negligence. The Renter signs to acknowledge understanding this information and that restrictions or conditions apply: [Hawaii signed acknowledgment: _____].

33.8 Connecticut rental only. Your personal automobile insurance policy may cover collision damage, fire and theft damage and personal injury incurred while using a rental motor vehicle. The annualized rate of the Waiver is [Connecticut annualized waiver rate: _____]. Loss of use, if lawfully elected, must not exceed one day of the daily rental fee stated in this Agreement for every four hours of labor required to repair, or a reasonable estimate of actual lost income, whichever is lower.

33.9 Minnesota rental only.

(a) The Waiver operates as a full discharge and its deductible does not apply. An exclusion applies only if the commissioner has approved it.

(b) The Owner must attach to this Agreement a separate form that contains the following notice in at least 10-point bold type, if printed, or in capital letters, if typewritten:

Under Minnesota law, a personal automobile insurance policy must: (1) cover the rental of this motor vehicle against damage to the vehicle and against loss of use of the vehicle; and (2) extend the policy's basic economic loss benefits, residual liability insurance, and uninsured and underinsured motorist coverages to the operation or use of a rented motor vehicle. Therefore, purchase of any collision damage waiver or similar insurance affected in this rental contract is not necessary. In addition, purchase of any additional liability insurance is not necessary if your policy was issued in Minnesota unless you wish to have coverage for liability that exceeds the amount specified in your personal automobile insurance policy.

(c) The Owner must not sell the Waiver or other insurance offered with the rental unless the Renter first acknowledges in writing that the notice in paragraph (b) has been read and understood. The separate form must repeat this acknowledgment. I have read and understood the Minnesota notice. Renter's signature: [Minnesota notice acknowledgment: _____].

(d) If damage to the Vehicle is covered by a plan of reparation security, such as the Renter's personal automobile insurance policy, payment by the Renter's insurer (the reparation obligor) within the time limits of Minn. Stat. § 72A.201 is acceptable, and prior payment by the Renter is not required.

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(e) Compensation for loss of use of a damaged Vehicle is limited to a period of no more than 14 days. The lower limit in Section 16.5 applies where it is more favorable to the Renter.

33.10 Other states. The Owner must attach the required notice, choice or limit of the state where the rental begins as Schedule C before signing. A rider for another state does not reduce a right of the Renter.

SIGNATURES AND WAIVER INITIALS

Waiver choice. The Waiver is optional. The Renter has read the notice for the state where the rental begins. It may duplicate coverage under the Renter's own motor vehicle insurance. Initial either the accept line or the decline line, not both:

I accept the Waiver at [Damage waiver price per rental day: _____] per Rental Day. Renter's initials: [Waiver acceptance initials: _____]

I decline the Waiver. Renter's initials: [Waiver decline initials: _____]

California rental only: I received the oral disclosure that the Waiver may duplicate coverage under my own motor vehicle insurance. Renter's initials: [California oral disclosure initials: _____]

Agreement. Each Party has received this Agreement and its applicable Schedules and agrees to their terms. The Owner confirms that it inspected the license and made the disclosures the applicable state requires.

Owner: [Owner's legal name: _____]
Authorized signature:
Name and title: [Owner signer name and title: _____]
Date and time: [Owner signing date and time: _____]

Renter: [Renter's full legal name: _____]
Signature:
Date and time: [Renter signing date and time: _____]

Additional drivers: [Additional named drivers: _____]
Signatures and dates:

SCHEDULE A: VEHICLE CONDITION REPORT

Part 1: Checkout

Vehicle: [Vehicle year, make and model: _____]; VIN [Vehicle identification number: _____]
Date and time: [Pickup date and time: _____]
Odometer: [Checkout odometer reading: _____]
Fuel or battery level: [Starting fuel or battery level: _____]
Keys and documents: [Checkout keys and documents: _____]
Existing exterior Damage, with location: [Existing exterior damage: _____]
Existing interior Damage, with location: [Existing interior damage: _____]
Tires, glass, lights and equipment: [Tires, glass, lights and equipment: _____]
Photo or video reference: [Checkout photo reference: _____]

The Renter may add a missing condition here and may send a correction under Section 10.4: [Renter

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checkout corrections: _____]

Owner's signature at checkout:
Renter's signature at checkout:

Part 2: Return

Return date and time: [Actual return date and time: _____]
Odometer: [Return odometer reading: _____]
Fuel or battery level: [Return fuel or battery level: _____]
Keys, documents and equipment returned: [Items returned: _____]
New exterior Damage: [New exterior damage at return: _____]
New interior Damage: [New interior damage at return: _____]
Photo or video reference: [Return photo reference: _____]

If the Owner is absent at return, the Renter writes the place and time of key return here: [After-hours key return record: _____]

Owner's signature at return:
Renter's signature at return:

This record is evidence of condition. It does not prevent either Party from showing that an entry was wrong, or that a condition was hidden, pre-existing or caused by another person.

SCHEDULE B: CHARGES SUMMARY

Part 1: Estimate at signing

Base rate: [Base rate per rental day: _____] per Rental Day for [Number of rental days: _____] Rental Days
Base rental subtotal: [Base rental subtotal: _____]
Mandatory charges, separately listed: [Mandatory charges by name and amount: _____]
Total of rental rate and mandatory charges for the entire rental: [Total rate and mandatory charges: _____]
Taxes: [Estimated taxes: _____]
Waiver, if accepted: [Waiver subtotal: _____]
Optional equipment and services, with each price: [Optional item charges: _____]
Additional drivers: [Additional driver subtotal: _____]
Included mileage and excess rate: [Included mileage: _____]; [Excess mileage rate: _____] per mile
Estimated total: [Estimated total with taxes and options: _____]

Part 2: Methods for variable charges

Fuel or recharging method and rate: [Fuel or charging charge method: _____]
Late return rate per hour and daily limit: [Late hourly rate and daily limit: _____]
Early return calculation: [Early return calculation: _____]
One-way, collection or other optional service charge: [Other optional service charge: _____]

Part 3: Final bill at return

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Actual rental time: [Actual rental time: _____]
Excess mileage, if any: [Excess mileage charge: _____]
Fuel or recharging, if any: [Fuel or recharging charge: _____]
Tolls or parking paid for the Renter: [Tolls or parking paid: _____]
Refunds and credits: [Refunds and credits: _____]
Payments received: [Payments received: _____]
Final amount due or refunded: [Final balance or refund: _____]

The Owner must provide supporting detail for a disputed item. A Damage claim is not listed here as an automatic rental charge and follows Section 16.

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