

# Terms and Conditions Agreement

By accessing and using our services, you agree to comply with and be bound by the following terms and conditions. Please review these terms carefully. If you do not agree with any part of this agreement, you should not use our services.

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## 1. Rental Categories

### Private Rentals

#### Requirements

- Valid driver's license.
- Minimum age: 21 years old.
- Current and active auto insurance policy with at least the state minimum liability coverage.

#### Booking and Payment

- All bookings must be made through our website or by contacting us directly.
- We accept debit and credit card payments through our secure system.
- A refundable deposit of \$250–\$500 is required prior to confirming your rental and will be held until the vehicle's return.
- Deposit will be released after return, minus any incidental charges (e.g., gas, mileage, tolls, citations, deductible, rental extensions).

#### Insurance and Deductible Responsibility

- Renters must pay the full insurance deductible for any claims, regardless of fault or whether personal insurance is used.
  - Deductible must be paid before any repairs or services are initiated.
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### Rideshare Rentals

#### Special Requirements

- Minimum age: 25 years old.
- Active account with a gig platform such as Uber, Lyft, Seamless, or Instacart.

## Booking and Payment

- All bookings must be made through our website or by contacting us directly.
- We accept debit and credit card payments through our secure system.

## Promotional Details

- **1 FREE WEEK Promotion:** \$250 deposit (with full coverage insurance) or \$400 deposit (if using our insurance).
  - The deposit is required prior to confirming your rental and will be held until the vehicle's return.
  - Deposit will be released after return, minus any incidental charges (e.g., gas, mileage, tolls, citations, deductible, rental extensions).
- **\$0 Deposit Promotion:** No security deposit required; no free week included.
- All promotions require a 3-month contract commitment after the promotion ends. Failure to complete the term will result in forfeit of the deposit, charges for the remaining months and/or referral to collections.
- Background check and driving record check required.

## Insurance Requirement

- \$100/week insurance fee unless the rental is added to your own policy.
  - \$5,000 deductible applies to all claims.
  - Insurance does **not** cover:
    - Damage to other property or vehicles.
    - Medical expenses.
    - Damages under \$5,000 (these must be paid out of pocket).
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# 2. General Terms and Conditions

## Repossession Policy

- \$250 repossession fee plus \$7 per mile from retrieval location.
- Full payment required before retrieval.

## Reckless Driving Policy

- Driving over 102 mph or engaging in rapid acceleration: \$100 fee per instance.
- Driving over 130 mph: forfeiture of full deposit.

## **Vehicle Maintenance and Condition**

- Renter is responsible for maintaining the vehicle and returning it in the same condition, excluding normal wear and tear.

## **Out-of-State Use Prohibited**

- Renter agrees that the vehicle must remain within the state of Arizona at all times. Out-of-state travel is strictly prohibited. Any violation of this policy will result in immediate termination of the rental agreement, forfeiture of any deposits, and the imposition of additional fees, including but not limited to recovery, towing, and mileage charges.
- Furthermore, the renter assumes full legal and financial liability for any incidents, damages, accidents, or violations that occur while the vehicle is outside of Arizona, regardless of fault. Insurance coverage may be considered void if this policy is violated.

## **Charging and Supercharging Fees**

- Electric vehicles are enabled with a chargekey.
- Any supercharging costs incurred during the rental will be billed to the renter with an additional 40% processing fee.

## **Late Fees and Non-Payment**

- 20% late fee applied if payment is over 24 hours late.
- Vehicle may be repossessed after 48 hours of non-payment, at renter's expense.

## **Accident and Damage Reporting**

- All accidents, theft, or damage must be reported immediately to the Rental Company and local law enforcement.
- Renters are responsible for any damage and associated deductible amounts.

## **Collection of Unpaid Amounts**

- Outstanding balances may be sent to collections.
  - Renter is responsible for attorney fees, court costs, and any accrued interest.
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### 3. Cancellation and Refund Policy

- Cancellations made more than 48 hours before the rental start date: Full deposit refund.
  - Cancellations made less than 48 hours before the rental start date: Deposit forfeited.
  - No refunds for early returns unless agreed upon in writing.
  - No-shows without prior notice will forfeit their deposit and may incur additional fees.
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### 4. Termination of Agreement

- The Rental Company reserves the right to terminate this agreement immediately for any violations or illegal activities involving the vehicle.
  - Immediate return of the vehicle will be required.
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### 5. Amendments and Modifications

- No modifications or amendments are valid unless documented in writing and signed by both parties.
  - This agreement constitutes the entire agreement between you and the Rental Company. All prior negotiations and agreements are merged herein.
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### 6. Definitions

- **Agreement:** Terms and conditions listed herein.
  - **Authorized Driver:** The renter and any additional drivers approved by the Rental Company.
  - **Vehicle:** The rented automobile or truck.
  - **Physical Damage:** Damage caused by collision or upset, excluding comprehensive losses (e.g., theft, vandalism, flood).
  - **Loss of Use:** Rental company's lost ability to rent the vehicle due to damage or loss.
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## 7. Financial and Legal Consequences

- By entering this agreement, you accept full financial responsibility for all rental charges, damages, fines, penalties, repossession fees, late fees, and legal costs.
  - Failure to return rented property (Arizona Statute 13-1806) is a Class 1 misdemeanor or a Class 5 felony if the property is a motor vehicle.
  - Failure to return a motor vehicle subject to a security interest (Arizona Statute 13-1813) is a Class 6 felony.
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## 8. Additional Legal Notes

- The Rental Company is not responsible for loss or damage to renters' personal property.
  - Renter must report any theft, vandalism, or loss to local authorities and the Rental Company immediately.
  - If renter breaches this agreement, they waive any recourse against the Rental Company for any resulting criminal reports or prosecutions.
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## 9. Miscellaneous

- No waiver of any provision under this agreement shall be valid unless made in writing.
  - If any provision of this agreement is deemed void or unenforceable, the remaining provisions shall remain valid and enforceable.
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## 10. Acknowledgment Section

By booking a rental with us, you acknowledge that you have read, understood, and agree to all terms and conditions without exception.

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**Thank you for choosing us. We are excited to get you on the road!**