

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 of these terms, you should not use our services.

Rental Requirements:

- Valid driver's license.
 - Minimum age requirement: 21 years old.
 - Current and active auto insurance policy with at least state minimum liability coverage.
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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 \$250-\$500 deposit will be requested prior to confirming your rental and will be held on your credit/debit card until the return of the rental vehicle.
 - The deposit will be released after the return of the rental vehicle less any incidental charges incurred (gas, additional miles, tolls, unpaid citations, insurance deductible, rental extensions, or other applicable fees per the accepted terms of the rental agreement).
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Insurance and Deductible Responsibility:

- All renters, including Uber and non-Uber drivers, are required to pay the insurance deductible for any claims, regardless of whether they are using their own insurance policy or the rental company policy.
 - The deductible amount must be paid before any repairs or services are initiated on the rental vehicle.
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Insurance Deductible:

- The renter is responsible for paying the full deductible in the event of any damage or accident. This applies even if you are using the insurance provided by the car rental company.

Repossession Fee:

- In the event of vehicle repossession due to non-payment, violation of rental terms, or unauthorized use:
 - **Repossession Fee:** \$250 plus an additional charge of \$7 per mile from the location of the vehicle to the designated return location.
 - These fees are non-negotiable and must be paid in full prior to retrieving the vehicle or addressing the account balance.

Reckless Driving Fees: If it is determined that the renter engaged in reckless driving, including but not limited to high-speed or aggressive maneuvers, they will forfeit their deposit.

Additionally:

- **Driving over 102 mph or rapid acceleration** will incur a fee of \$100 per instance.
- **Driving over 130 mph** will result in the loss of the entire deposit.

Rideshare Promotion:

- Our "1 Week Free" promotion for rideshare drivers must be redeemed by using coupon code "1FREEWEEK". This promotion is valid for a limited time and may be discontinued at any time at our discretion. Customers remain responsible for a \$350 refundable security deposit.
 - To redeem the coupon, a minimum booking of 7 days is required.
 - A \$350 security deposit will be requested prior to confirming your rental and will be held on your credit/debit card until the return of the rental vehicle. The deposit will be refunded after the return of the rental vehicle, less any incidental charges incurred (gas, tolls, unpaid citations, insurance deductible, rental extensions, or other applicable fees per the accepted terms of the rental agreement).
 - By redeeming this promotion, you'll be entering a 3-month contract into our rideshare program after your first free week, where you can choose between weekly or monthly payments on a car rental of your choice. Monthly payments come with a 12.5% discount compared to weekly payments. Failure to rent a car for 3 months under our rideshare program will still result in being charged for 3 months of rentals, or the charges will go into collections.
 - By redeeming this promotion and entering into our rideshare program, you agree to allow us to conduct a background check and driving record check. This is required to ensure the safety and security of our program. Participation in the rideshare program is contingent upon passing these checks.
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Insurance Requirement:

- Insurance is mandatory and can be added for \$100 per week unless you choose to place the rental vehicle under your own insurance policy. For drivers who do not add the rental vehicle to their own insurance policy, a mandatory \$100/week fee will be applied for liability insurance. This coverage is limited and only protects against damages to the vehicle being rented in the event of an auto collision.
 - There is a \$5,000 deductible renter will be required to pay if insurance policy is used. If damages are under \$5,000 the renter must pay out of pocket. Failure to pay for any damages or deductible may result in the renter being sent to collection.
 - This policy does not cover:
 - A. Any properties or vehicles hit by the renter.
 - B. Medical expenses.
 - C. Damages under \$5,000.
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Rideshare Program Payment Options

Weekly Payments:

- Tesla Model 3: \$400 per week.
- Tesla Model Y: \$450 per week.
- Toyota Prius: \$300 per week.

Monthly Payments (12.5% Discount):

- Tesla Model 3: \$1,400 per month (compared to \$1,600 for 4 weeks).
 - Tesla Model Y: \$1,500 per month (compared to \$1,800 for 4 weeks).
 - Toyota Prius: \$1,000 per month (compared to \$1,200 for 4 weeks).
 - Payments must be made on time. A late fee of 20% will be applied after 24 hours. If payment is not made within 48 hours, the vehicle will be repossessed.
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Additional Terms and Conditions

Vehicle Maintenance and Condition

- You are responsible for maintaining the vehicle in good working order and returning it in the same condition it was rented, excluding ordinary wear and tear. Any damage to the interior or exterior of the vehicle beyond ordinary wear and tear will result in additional charges.
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Late Fees and Repossession Policy

- **Late Fees:** Payments must be made on time. If a payment is late by more than 24 hours, a 20% late fee will be applied to the outstanding balance. If payment is not made within 48 hours, the vehicle may be repossessed at the renter's expense, including any associated fees, such as the \$250 repossession fee plus \$7 per mile for transporting the vehicle to the return location.
 - **Repossession Rights:** We reserve the right to repossess the vehicle at any time and at our sole discretion if the renter:
 - Fails to make payments on time.
 - Breaks any terms of this agreement.
 - Causes damage to the vehicle, including but not limited to any damage to the battery on electric vehicles (such as allowing the battery to completely drain or become inoperable).
 - Uses the vehicle for any illegal or unauthorized purposes as defined in the agreement.
 - In the event of repossession, you will be responsible for all repossession-related costs, and any remaining balance for the rental term will not be refunded or prorated.
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Accidents, Damages, and Claims

- **Accident Reporting:** In the event of any accident, damage, or theft involving the rental vehicle, you must report the incident to the rental company and local law enforcement immediately. Failure to report the incident promptly may result in additional liability and charges.
 - **Damage Responsibility:** You are responsible for any damage to the rental vehicle during the rental period, regardless of fault. This includes paying any deductible required under the insurance policy and covering the full cost of repairs if damages are less than the deductible.
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Collection of Unpaid Amounts

- **Collections:** If the renter fails to pay any outstanding balance or fees, the rental company reserves the right to send the account to a collections agency. The renter will be responsible for all collection costs, including attorney fees, court costs, and any interest accrued on the unpaid balance.
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Cancellation and Refund Policy

- **Cancellations:** Cancellations made more than 48 hours before the rental start date will be eligible for a full refund of the deposit. Cancellations made less than 48 hours prior to the rental start date will forfeit the deposit.
 - **Refunds:** Refunds for early returns are not provided unless otherwise agreed upon in writing. Any prepaid rental amount is non-refundable after the vehicle has been picked up.
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Termination of Agreement

- We reserve the right to terminate this agreement at any time for violation of any terms listed herein or for any illegal activities involving the vehicle. The vehicle must be returned immediately if requested by the company. Failure to comply with a return request may result in repossession and additional legal actions.
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Amendments and Modifications

- No modifications or amendments to this agreement shall be binding unless in writing and signed by both parties. Verbal agreements are not recognized as part of this rental contract.
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Definitions

- “Agreement” means all terms and conditions found on both sides of this form.
- “You” or “your” means the person identified as the customer elsewhere in this Agreement, any person signing this Agreement, any Authorized Driver, and any person or organization to whom charges are billed by us at its or the customer’s direction.
- “Authorized Driver” means the renter and any additional driver listed by us on this Agreement, provided that person has a valid driver’s license and is at least 25+. Only Authorized Drivers may operate the Vehicle.
- “Vehicle” means the automobile or truck identified in this agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys, and vehicle documents.
- “Physical Damage” means damage to, or loss of, the Vehicle caused by collision or upset. It does not include comprehensive damage or loss, such as loss of the Vehicle due to theft, vandalism, acts of nature, riot or civil disturbance, hail, flood, or fire. Physical Damage excludes interior burn holes, window stars, or cracks not caused by collision or upset.
- “Loss of use” means the loss of our ability to use the vehicle for any purpose caused by damage or loss during this rental. Loss of use is calculated by multiplying the number of

days from the date the Vehicle is damaged or lost until it is repaired or replaced, times the daily rental rate.

Rental Indemnity and Warranties

- This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of law or this Agreement.
 - You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs, and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle.
 - We make no warranties, express, implied, or apparent, regarding the vehicle, no warranty of merchantability, and no warranty that the vehicle is fit for a particular purpose.
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Renters Third-Party Liability Responsibility:

- You agree that you and/or your insurance company will be responsible for handling, defending, and paying all third-party claims for bodily injury, death, or property damage caused by or arising from the use or operation of the car in an amount at least sufficient to satisfy applicable responsibility or other insurance laws.
 - YOU AND ANY ADDITIONAL RENTER(S) INDEMNIFY AND HOLD THE OWNER/LESSOR HARMLESS FROM AND AGAINST, AND WILL DEFEND THE OWNER/LESSOR AGAINST, ANY AND ALL LOSS LIABILITY OR DAMAGES WHATSOEVER CAUSED BY OR ARISING OUT THE USE OR OPERATION OF THE CAR DURING THE RENTAL. WHERE PERMITTED BY LAW, OWNER/LESSOR DOES NOT PROVIDE ANY THIRD-PARTY LIABILITY PROTECTION COVERING THIS RENTAL EXCEPT AS MAY BE PROVIDED IN OPERATION SUPPLEMENTAL LIABILITY INSURANCE (WHERE AVAILABLE). Where the Owner/Lessor are required by law to provide third-party protection in spite of the terms of this Rental Agreement, it shall be secondary over any coverage provided by you or any additional Agreement Renter(s) under all other policies, and if so imposed, shall provide such protection in excess of all other policies. If so imposed, it shall provide such protection required by applicable law or statute.
 - In the event of an accident, you will provide proof of financial responsibility as required by the state in which the accident occurs.
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Condition and Return of Vehicle

- You must return the Vehicle to our rental office on the date and time specified in this Agreement and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, or loss of, the Vehicle until we inspect it upon our next opening for business day.
 - Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.
 - If Guest or TAD(s) continue to operate the Vehicle after the right to do so is terminated, Owner has the right to notify police that the Vehicle has been embezzled and/or stolen under the applicable motor vehicle statutes. Guest or TAD(s) hereby release and discharge Host from and indemnify, defend and hold Host harmless against any liability arising from such notice.
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Responsibility for Damage or Loss Reporting to Police

- You are responsible for all loss or theft of, or damage to, the Vehicle, which includes the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the vehicle, plus loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
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Breach of Agreement

- The acts listed here are prohibited uses of the rental vehicle. Any loss or damage that:
 - (a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction;
 - (b) is caused by anyone under the influence of prescription or nonprescription drugs or alcohol;
 - (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent, or misleading Information;
 - (d) occurs while the Vehicle is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation;
 - (e) occurs while carrying persons or property for hire or while pushing or towing anything, or in any race, speed test or contest;
 - (f) occurs while teaching anyone to drive;
 - (g) occurs while carrying dangerous or hazardous items or legal material in or on the Vehicle;
 - (h) occurs outside the geographic limitations indicated on the reverse;
 - (i) occurs when it is loaded beyond its capacity;

- (j) occurs as a result of driving the Vehicle on unpaved roads;
 - (k) occurs while transporting more persons than the Vehicle has seat belts, or while carrying persons outside the passenger compartment;
 - (l) occurs while transporting children without approved child safety seats as required by law;
 - (m) occurs and the odometer has been tampered with or disconnected;
 - (n) occurs when the vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the vehicle;
 - (o) results from inadequately secured cargo;
 - (p) where applicable, is caused by anyone who lacks experience operating a manual transmission;
 - (q) is a result of your willful, wanton, or reckless act or misconduct;
 - (r) occurs and You fail to summon the police to any accident involving personal injury or property damage;
 - (s) is caused by an animal transported in the Vehicle;
 - If you breach this agreement, you waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.
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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.
 - Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we 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 vehicular financial responsibility laws of 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 any loss investigation conducted by us or our insurer.
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Charges

- You will pay us, or the appropriate government authority, on demand all charges due under this Agreement, including, but not limited to:
 - (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with or disconnected;
 - (b) charges for additional drivers;
 - (c) optional products and services you purchased;
 - (d) fuel, if you return the Vehicle with less fuel than when rented;

- (e) applicable taxes;
 - (f) all parking traffic and toll violations, fines, penalties, forfeitures, court costs, towing, impound, and storage charges and other expenses involving the Vehicle assessed against us or the vehicle unless these expenses are our fault;
 - (g) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed, or abandoned, plus all other expenses we incur in locating and recovering the Vehicle, if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement;
 - (h) all costs including pre and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement;
 - (i) a 2% per month late payment fee, or use maximum amount allowed by law (if less than 2%) on all amounts past due;
 - (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason;
 - (k) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented.
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Deposit

- We may use your deposit to pay any amounts owed to us under this Agreement.
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Your Property

- You release us, our agents, and employees from all claims for loss of, or damage to, your personal property (including a vehicle) or that of any other person, that we received, handled, or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
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Modifications

- No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date.
 - This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.
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Miscellaneous

- A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of performance of your obligations under this Agreement.
- Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement.
- Unless prohibited by law, you release us from any liability for consequential, special, or punitive damages in connection with this rental or

the reservation of a vehicle.

- If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Renters must be 25+

- This criterion suggests that individuals must be at least 25 years old to rent something, possibly referring to rental cars, apartments, or other types of rental services. This requirement is commonly used by rental companies as a measure of maturity and responsibility.

Gig Drivers are required to have an active Uber or Lyft account

- This condition indicates that individuals who want to work as gig drivers, presumably for services like ride-sharing, are obligated to possess an active account with either Uber or Lyft, or possibly both. This ensures that drivers have fulfilled the necessary registration and background check processes with these platforms before starting work.

13-1806. Unlawful failure to return rented or leased property; notice; classification

- **A.** A person commits unlawful failure to return rented property if, without notice to and permission of the lessor of the property, the person knowingly fails without good cause to return the property within seventy-two hours after the time provided for return in the rental agreement.
- **B.** If the property is not leased on a periodic tenancy basis, the person who rents out the property shall include the following information, clearly written as part of the terms of the rental agreement:
 2. The date and time the property is required to be returned.
 3. The maximum penalties if the property is not returned within seventy-two hours of the date and time listed in paragraph 1.

- **C.** If the property is leased on a periodic tenancy basis without a fixed expiration or return date the lessor shall include within the lease clear written notice that the lessee is required to return the property within seventy-two hours from the date and time of the failure to pay any periodic lease payment required by the lease.
 - **D.** It is a defense to prosecution under this section that the defendant was physically incapacitated and unable to request or obtain permission of the lessor to retain the property or that the property itself was in such a condition, through no fault of the defendant, that it could not be returned to the lessor within such time.
 - **E.** Unlawful failure to return rented or leased property if the property is a motor vehicle is a class 5 felony. In all other cases, unlawful failure to return rented or leased property is a class 1 misdemeanor.
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13-1813. Unlawful failure to return a motor vehicle subject to a security interest; notice; classification

- **A.** A person commits unlawful failure to return a motor vehicle subject to a security interest if all of the following apply:
 3. The person fails to make a payment on the lien for more than ninety days.
 4. The secured creditor notifies the owner in writing, by certified mail return receipt requested, that the owner is ninety days late in making a payment and is in default. The notice shall include the following:
 5. (a) A statement stating: "You are now in default on loan agreement # _____ . If you fail to return the _____ (year of vehicle, make, model) within thirty days you will be subject to criminal prosecution."
 6. (b) The business address and hours of operation for return of the vehicle.
 7. (c) The maximum penalties for unlawful failure to return a motor vehicle subject to a security interest.
 8. The owner fails to cure the default within thirty days.
 9. With the intent to hinder or prevent the enforcement of the secured creditor's security interest, the owner knowingly fails to do either of the following:
 10. (a) Return the motor vehicle to the secured creditor.
 11. (b) Allow the secured creditor to take possession of the motor vehicle.
- **B.** The original contract creating the security interest in the motor vehicle shall contain the following information:
 3. A statement that it is unlawful to fail to return a motor vehicle subject to a security interest within thirty days after receiving notice of default.
 4. A statement that notice of default will be mailed to the address on the loan agreement and that it is the responsibility of the owner to keep the listed address current.
 5. The maximum penalty for unlawful failure to return a motor vehicle subject to a security interest.

- **C.** It is a defense to prosecution under this section that:
 3. The owner was physically incapacitated and unable to request or obtain permission of the secured creditor to retain the motor vehicle.
 4. The motor vehicle itself was in a condition, through no intentional fault of the defendant, that it could not be returned to the secured creditor within the specified time.
 5. The owner has a security interest pursuant to section 47-2711, subsection C.
 - **D.** If a law enforcement agency seizes the vehicle, the secured creditor shall be responsible for all towing, storage, and related fees or charges.
 - **E.** A vehicle that is not returned pursuant to this section is a stolen vehicle for purposes of section 28-4845.
 - **F.** Unlawful failure to return a motor vehicle subject to a property interest is a class 6 felony.
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I accept the Terms and Conditions applicable to this Rental Agreement without any exception or reservation.