

**US Van Rental LLC**  
**RENTAL AGREEMENT REAR**

1. **VEHICLE:** The vehicle, which includes tires, tools, equipment, accessories and vehicle documents, does not belong to renter, but is delivered to renter for rental purposes only and is in good operating condition. There is no other warranty of any kind, expressed or implied, as to the merchantability or fitness for any particular purpose of any vehicle covered by this agreement.
2. **NATURE OF AGREEMENT/VEHICLE REPAIRS/ WARRANTY DISCLAIMER:** vehicle is our property. This agreement is a contract only for use of vehicle while vehicle is on rental to renter. Renter is not our agent or employee, nor is renter's conduct under our control, for any purpose. Any service to or replacement of a part or accessory to vehicle during rental must have our prior approval. Any part or accessory purchased by renter and placed on or in the vehicle shall become a part of the vehicle, without any further consideration to renter. Renter acquires no rights other than to use vehicle in accordance with this agreement. We shall in no event be responsible to renter for any indirect, special, or consequential damages in connection with or arising out of furnishing, performance or use of vehicle.
3. **USE OF VEHICLE:** You may NOT use. Or allow use of vehicle:
  - A. By anyone under the age of 21
  - B. By anyone not previously approved by our company.
  - C. By anyone who does not possess a valid driver's license.
  - D. By anyone who is not competent to drive.
  - E. By anyone who has used intoxicants or narcotics prior to operating the vehicle.
  - F. By any person who has provided false or misleading information.
  - G. For transporting people or property for hire.
  - H. For transporting any pets or animals.
  - I. In any race, tests, or contest.
  - J. To propel, push, or tow any objects.
  - K. For any illegal purpose.
  - L. If speedometer has been disconnected or tampered with.
  - M. Off a paved road.
  - N. To carry persons other than in the passenger compartment of the vehicle.
  - O. In violation of any terms of this rental agreement.
  - P. In a reckless, abusive, or wanton manner.

PROHIBITED USE OF VEHICLE VIOLATES THIS AGREEMENT and VOIDS ANY INSURANCE COVERAGE.

4. **VEHICLE RETURN/REPOSSESSION/CONDITION:** You must return the vehicle to the location where rented on the date shown on page 1 or earlier if we require, but in no event more than 30 days from the date of rental, in the same condition as you received it, ordinary wear and tear excepted. If vehicle is not returned to such location by due date (or within thirty (30) days of commencement of rental, whichever is earlier). This agreement is terminated, and we may repossess vehicle at any time thereafter at renter's expense. We reserve the right to repossess vehicle at any time without demand, at renter's expense, if vehicle is illegally parked, used for an illegal purpose, or apparently abandoned. Renter waives prior notice, seizure hearing, and receipt of judicial process as a prior condition to repossession. Renter agrees that we may notify the police or other authorities responsible that the vehicle is stolen or missing, and renter will not hold us or the civil authorities responsible for their actions to repossess vehicle.
5. **INSURANCE: RENTER AGREES TO MAINTAIN AUTOMOBILE INSURANCE** during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage:
  - a. Bodily injury and property damage liability coverage,
  - b. Personal injury protection, no-fault, or similar coverage where required,
  - c. Uninsured / underinsured coverage where required , and
  - d. Comprehensive and collision damage coverage extending to the rental vehicle.

Renter's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs.

Because renter is providing automobile insurance, we are not. In states where the law requires us to provide insurance, renter's insurance is primary. We provide excess insurance only, up to the minimum limits required by the financial responsibility laws. Any insurance we are required to provide applies to claim of bodily injury and property damage only. Our policy contains exclusions, conditions and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States and Canada, Renter must obtain written permission, and purchase special liability insurance, to use or operate the rental vehicle in Mexico.

Where permitted by law, renter rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter selects the minimum limits required by law.

Because the terms of this rental agreement reflect a limited permissive use of the rental vehicle, any breach of his agreement will avoid any insurance coverage.

OWNERS'S POLICY SHALL NOT APPLY: (1) to any obligation for which the Renter or any driver of the vehicle or any insurance carrier may be held liable under any workmen's compensation or disability benefits, unemployment compensation, or any similar law; (2) to any obligation assumed by the Renter or any driver under any expressed or implied contract; (3) to theft of the vehicle.

6. **RESPONSIBILITY FOR DAMAGE:** if vehicle is lost or damaged while on rental, whether or not due to renter's fault, renter is responsible for the amount of any such loss or damage, at prevailing retail price plus additional related expenses, including loss of use. Renter agrees and warrants that renter's automobile insurance will cover and pay for all damages to the vehicle caused by collision and for all loss of or damage to the vehicle from fire or theft and from other non-collision losses normally covered by a comprehensive physical damage insurance policy, subject only to any deductible provision of renter's automobile insurance policy.

If renter initials the box labeled "DECLINING COLLISION DAMAGE WAIVER" (CDW), at the time of rental, renter will pay renters deductible amount and any other amounts not paid by the renter's insurance company. If renter initials the box labeled "ACCEPTING COLLISION DAMAGE WAIVER", Owner will waive its right to collect from the renter any amount above the limit shown. CDW (Collision Damage Waiver) is our company waiver of renter's responsibility; it is not insurance.

If vehicle is used by person other than renter or any approved additional driver, or is used by the renter or anyone else in violation of the agreement, renter shall be responsible for all loss or damage to vehicle up to its full value plus any incidental related costs incurred, whether or not renter has accepted CDW.

If renter initials the box labeled "ACCEPTING INSURANCE DEDUCTIBLE WAIVER"(IDW), renter's automobile insurance policy will be responsible for damage to the rental vehicle and we will pay the renter's deductible amount the subject to the terms and provisions as stated. Renter will be responsible for any amounts not covered by the renter's automobile insurance policy. IDW (Insurance Deductible Waiver) is void if renter or anyone else is in violation of the agreement.

The RENTER IS RESPONSIBLE for any loss or damage to the vehicle resulting from any cause, regardless of who is at fault (unless otherwise prohibited by the law of the state where you rent the vehicle). This responsibility is limited to the full value of the vehicle at the time it is lost or damaged, less its salvage value, plus administrative fee and our related expenses, such as loss of use, appraisal fees, attorney's fees, and recovery cost. Renter's responsibility may be covered by the renter's automobile insurance policy, but, if for any reason, renter's insurance policy does not pay for loss of or damage to the vehicle as defined in this paragraph, renter shall pay us any amounts not covered and not waived pursuant to this paragraph.

RENTER ACKNOWLEDGES COMPLETELY INSPECTING THE RENTAL VEHICLE FOR BODY AND GLASS DAMAGE PRIOR TO RENTAL and ACCEPTS RESPONSIBILITY FOR ANY DAMAGE AT THE TIME OF RENTAL.

7. PARKING VIOLATIONS; Renter will pay for all parking violations fines and penalties plus all costs incurred in the event fails to make payments. Renter agrees to indemnify and hold us harmless in the event we pay such costs on your behalf, and to reimburse us in connection with above to release to the government agency having jurisdiction thereof any information relating to you which we have in our possession.

8. Liability: Neither you nor any other party will not hold us liable for any direct or indirect damages or costs arising from our failure to honor a reservation as requested by you.

9. ACCIDENTS: You must report (in writing) all accidents within 24 hours to the rental location and deliver to us a police report or accident statement relating to any accident or any incident involving the vehicle. You and/or any other driver agree to cooperate fully with us and not help or abet the assertion of any third party claim against us.

10.HOLD HARMLESS: You covenant and agree that you will forever hold harmless and indemnify our company from any and all claims, demands, causes of action, attorney's fees and expenses and costs of any nature arising or alleged to arise from any use, operation, maintenance and ownership of vehicle while this agreement is in force and effect, or caused by the abandonment, conversion, retention, concealment, or unauthorized sale of this vehicle, and to reimburse us for any loss or damage during said period.

11. COMPUTING OF CHARGES: Renter shall pay our company the sum of

A. Time and mileage charges: Computed at daily/weekly or other rate set forth on the reverse side (mileage determined by reading vehicle odometer); charges are computed on the basis of 24 hour rental day, with extra hours' rate set forth on reverse side charged for each hour and/or any part of an hour in excess of a rental day before vehicle is returned, until such hourly charges equal applicable daily rate.

B. Refueling service charge: If vehicle is returned with less fuel than when rented, renter shall pay a refueling charge as set forth on website up to \$10 per Gallon.

C.CDW (Collision Damage Waiver) and/or IDW (Insurance Deductible Waiver) charges: If applicable, computed at daily charge set forth on reverse side. Daily charge is due for each full or partial rental day.

D. Taxes: Applicable sales, use, and excise taxes, surcharges, and any amounts charged by us as reimbursement for taxes and/or surcharges paid.

E. Fines and other expenses: Fines, penalties, forfeitures, court costs, and other expenses that may be assessed against us which are due by reason of renter's possession of vehicle, including traffic and parking fines.

F: Other charges: Renter will be charged full recovery costs for any vehicle not returned to rental office or pre-approved drop-off location. Evidence of odometer tampering will result in renter being charged twice the hourly rate for entire rental period. Other additional charges in connection with this agreement will be noted on reversal side.

G. Collection and vehicle recovery expenses. Our cost including reasonable attorney's fees, incurred in collection charges due from renter pursuant to this agreement or in recovering vehicle which has been abandoned by renter or seized by government authority as a result of renter's actions.

Interest on past due amounts: at the highest legal rate per month, which if not paid, is added to the balance and is subject to interest. All charges are subject to audit, and if upon audit, an error is found, renter will be responsible for correct amount and credit card renter authorizes our company to correct such charges and to reflect correct charges with written notice of correction to renter.

12. NOTICE OF CHANGE: You will immediately inform us if your driver's license is suspended or revoked, if your personal automobile insurance is cancelled or terminated, or if any information supplied to us to obtain the vehicle becomes invalid.

13. ASSIGNMENT: This rental agreement may not be assigned or transferred by you without our prior written consent.

14. YOU AGREE that if the vehicle which you have rented is involved in an accident in which there is a determination of liability on your part, then you will be responsible to us, the lesser, for "down time" at the rate of daily rental of this contract." Down time" is defined as the amount of time from the date the car is damaged to it is repaired and in rentable condition. We agree to use our best efforts to get the vehicle in rentable condition as soon as possible.