

MONTANNA RENTAL CAR CORPORATION

PHONE: (774) 315-6197

MONTANNARENTALCAR@GMAIL.COM



CAR RENTAL AGREEMENT

Vehicle Check Out: ____/____/____ at ____: ____ AM / PM

Vehicle Is Due Back: ____/____/____ at ____: ____ AM / PM

Odometer Reading: at Check Out _____ at Check In _____

Car Renter: _____

Phone: _____ E-mail: _____

Home Address: _____ City: _____

State: _____ Zip: _____ Country: _____

Driver's License Number: _____ State: _____ Expiration: ____/____/____

Date of Birth: ____/____/____

Emergency contact (Name): _____ (Phone): _____

Emergency contact (Name): _____ (Phone): _____

Credit Card: ☐ Visa ☐ MasterCard ☐ Other - Number _____

Name on the Card: _____

Expiration Date: ____/____ Security Code: _____

Billing Address: _____

Car Make: _____ Model: _____

Car last 6 Vin numbers: _____ License Plate: _____

Car Rental Rate: \$ _____ / weekly Deposit Rate: \$ _____

I DO AUTHORIZE ANY CHARGES TO BE MADE ON MY CREDIT/DEBIT CARD

The deposit is required to cover any potential fines, tolls, fees, damages, or excessive dirt on the vehicle. If there are no charges to be deducted, the full amount will be refunded within 10 days after the vehicle is returned.

Date:

Renter Signature

Car Make: _____ Model: _____

Gas Tank Reading: ☐ Full ☐ $\frac{3}{4}$ ☐ $\frac{1}{2}$ ☐ $\frac{1}{4}$

The individual mentioned above in this Car Rental Contract hereby agrees to fill the fuel tank at the above indicated level upon returning the car. Failure to fill the tank at the prescribed level will result in an additional penalty charge of \$20.00 per quarter tank of gasoline.

Car should be returned clean (no garbage). If returned dirty - \$150 fee will be charged for cleaning.

Signature _____

It is the Car Renter's responsibility for all lost car keys and / or a lockout situation.

Signature _____

Only the person(s) that are listed on this Car Rental Agreement and above the age of twenty-one may drive this vehicle. The above mentioned Car Renter is hereby responsible for all collision damage to the vehicle regardless if someone else is at fault or the cause is not known. The Car Renter is fully responsible for the cost of any repair up to the value of the vehicle. The Car Renter's Insurance may cover all or only part of the financial liability for the rented vehicle. Car Renter should check with their insurance company regarding their coverage and what they are and are not liable for. If there is no breach of this contract the Car Renter and any authorized driver is provided liability insurance and is limited to the minimum financial responsibility as required by state law. Liability Insurance will only be in excess over any and all additional collectible insurance. The above mentioned Car Renter hereby waives all uninsured and underinsured motorists, no fault and any other optional additional coverage. If such additional coverage cannot be waived or excluded then the Car Renter agrees that such coverage will be limited to only the minimum state requirements.

The Car Renter is hereby bound by the terms and conditions of this Car Rental Agreement. The vehicle must be returned on or before the above indicated due back date and time. There will be additional fees due if the vehicle is not returned as specified above. Where it is permitted by law the Car Renter hereby authorizes us to process their credit card information in their name for all Car Rental charges, including the full vehicle value of any vehicle that is not returned to the Car Rental Company, all fines, towing, any court costs, penalties, and or administrative fees that we may incur for parking, traffic and or other violations that may be incurred by the Car Renter during the Car Rental term period as stated above and to apply any payments made to the charges in whatever order that the Car Rental Company sees as necessary. To book a car a 20% deposit of the full amount is required. The remaining amount is paid upon rental. The deposit will not be returned in case of rental cancellation. By signing below Car Renter is also signing their Car Rental credit card voucher.

In the event of an accident, the renter shall be responsible for and obligated to pay a \$1,000.00 (one thousand dollars) insurance deductible fee.

THE RENTER IS RESPONSABLE FOR ANY TOW EXPENSES FOR ALL REASON

Renter Signature

Date:

RENTAL AGREEMENT

RA

Renter (Print)		Phone		EMAIL:		Year/Make		Vehicle #																			
Home Address		City		State		Zip		Model		Tag		License Plate #															
Driver's License #		State		Exp. Date		Date of Birth		VIN #																			
Insurance Company		Policy No.		Agent		Phone		Odometer		Fuel Out E 1/4 1/2 3/4 F																	
Employer		Title		How Long?		Fuel In E 1/4 1/2 3/4 F																					
Employer's Address		Phone		Supervisor		Date/Time Due In AM PM																					
Emergency Contact		Address		Phone		Date/Time Due Ext. AM PM																					
ABSOLUTELY NO DRIVERS UNDER 21 YEARS OF AGE								Miles Driven		Date/Time Due Out AM PM																	
Additional Driver								Dr. Lic. #		State		Exp. Date		Date of Birth		Miles Allowed		Date/Time Due Ext. AM PM									
Insurance Company								Policy Number		Agent		Phone		Prepaid Rent		Deposit											
Additional Driver								Dr. Lic. #		State		Exp. Date		Date of Birth		Rates		Charges									
Insurance Company								Policy Number		Agent		Phone		Miles @ ¢ per mile													
Notice: This contract offers, for an additional charge, a Collision Damage Waiver to cover your financial responsibility for damage to the rental vehicle. Your personal automobile insurance may already cover you for damage to a rental car. The purchase of a Collision Damage Waiver is optional and may be declined. For Massachusetts residents: If you have an automobile policy on your personal vehicle with coverage for collision, your policy will cover collision damage to the rental vehicle, less the deductible on your policy. If you have comprehensive coverage on vehicle, your policy will cover loss on the rental vehicle caused by fire, theft or vandalism, less the deductible on you policy. Drivers who hold policies in other states should check with their insurance agents to determine whether their policies extend to rental vehicles. _____ Renter's Initials If the Vehicle is not returned within 48 hours of the date due, We will report it to the police department as stolen or beyond Our control under M.G.L.A 266 § § 87A.								Collision Damage Waiver (CDW)								Hours @ \$											
								_____ By initialing here you agree to purchase our CDW. CDW does not cover all instances of damage to the Vehicle. There are exclusions. Subject to the terms of Paragraph 6 on the reverse, your responsibility for Collision Damage to the Vehicle is limited to \$ _____. _____ By initialing here you decline to purchase our CDW, and you agree to be responsible for all damage to or loss or theft of the Vehicle.								Days @ \$											
																Weeks @ \$											
								Exclusions may apply to the following optional insurance products. Read the brochure(s) carefully. Personal Accident Insurance (PAI)/Personal Effects Coverage (PEC) _____ By initialing here, you agree to purchase PAI and PEC, a summary of the terms of which appears in a separate brochure that you acknowledge receiving. _____ By initialing here, you decline to purchase PAI and PEC.								Total time and mileage											
																CDW _____ @ \$ _____ per day											
								Supplemental Liability Insurance (SLI) _____ By initialing here, you agree to purchase SLI and you acknowledge receiving a separate brochure that summarizes the terms of the SLI policy. SLI does not cover all risks. There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist coverage, no coverage for certain passengers in the Vehicle, and other exclusions. Please read the SLI brochure carefully. _____ By initialing here, you decline to purchase SLI. You agree to be responsible for, and you agree that your personal auto insurance coverage is primary for any damage or injury you cause to others and their property.								_____ @ \$ _____ per day											
																Subtotal											
																Rental Surcharge 8%											
																Total Tax Amount											
																\$2 Police Training Surcharge											
Gas Charge																											
Subtotal																											
CDW @ \$ _____ per day																											
SLI @ \$ _____ per day																											
PAI/PEC @ \$ _____ per day																											
_____ @ \$ _____ per day																											
Subtotal																											
Total Amount Due																											
Customer Pay _____ Direct Bill 1 _____ Direct Bill 2 _____																											
Check Method of Payment ____AE ____MC ____VISA ____Cash ____Direct Bill ____Other								Minus Deposit																			
The Vehicle may be driven or used only in the State of Massachusetts or _____ mile radius of the renting location, or _____.								Net Due Rental Location																			
								Net Due Customer																			
In event of accident contact 911, please contact our office immediately.								ALL CHARGES SUBJECT TO FINAL AUDIT																			
								Refund received by: X Remarks:																			

ARRC MA555 Rev. 0219



ADDITIONAL TERMS AND CONDITIONS

- **Roadside Assistance:**
Montanna Rental Cars is **not responsible** for providing roadside assistance under any circumstances. The renter is fully responsible for arranging and paying for any roadside services.
- **Business Hours:**
Our office hours are **Monday through Friday from 11:00 AM to 7:00 PM**, and **Saturday from 11:00 AM to 5:00 PM**. We are closed on Sundays.
- **Cleaning Fee:**
A **\$130 cleaning fee** will be charged if the vehicle is returned excessively dirty, with stains, trash, or requiring deep cleaning.
- **No Smoking Policy:**
Smoking inside the vehicle is strictly prohibited. Violation of this policy may result in additional cleaning and penalty fees.
- **Return Policy / Late Fee:**
If the vehicle is not returned on the agreed date and time, a **\$50.00 per day late fee** will be charged.
- **Driver Restrictions:**
It is strictly prohibited to:
 - Allow anyone **under the age of 21** to drive the vehicle
 - Allow **any person other than the authorized renter** to operate the vehicle
- **Use Restrictions (Out of State):**
The vehicle **may not be taken outside the State of Massachusetts** without prior **written authorization** from Montanna Rental Cars. Failure to comply may result in immediate termination of the contract.
- **Fuel Policy:**
The vehicle must be returned with the **same amount of fuel** as at the time of rental.
- **Vehicle Condition / Cleaning:**
The renter is responsible for returning the vehicle in clean condition.
The vehicle **must be cleaned before return**, otherwise a cleaning fee will apply.
- **Damages:**
The renter is fully responsible for **any damage to the interior or exterior** of the vehicle during the rental period.
- **Towing Costs:**
In the event of an accident or breakdown, **all towing costs are the renter's responsibility.**
- **Tickets and Fees:**
All **traffic tickets, parking fees, tolls, court fees, or any related charges** incurred during the rental period are the sole responsibility of the renter.
- **Right to Cancel Agreement:**
Montanna Rental Cars reserves the **right to cancel this rental agreement at any time, without prior notice**, at its sole discretion.

Late Payment / Default:

If the renter fails to make any payment on time, Montanna Rental Cars reserves the right to **immediately terminate the contract without notice** and recover the vehicle.

Renter Signature

Date:

TÉRMINOS Y CONDICIONES ADICIONALES

- **Asistencia en Carretera:**
Montanna Rental Cars **no es responsable** de proporcionar asistencia en carretera bajo ninguna circunstancia. El arrendatario es totalmente responsable de gestionar y pagar cualquier servicio de asistencia.
- **Horario de Atención:**
Nuestro horario de oficina es de **lunes a viernes de 11:00 AM a 7:00 PM**, y **sábado de 11:00 AM a 5:00 PM**. Cerrado los domingos.
- **Tarifa de Limpieza:**
Se cobrará una **tarifa de limpieza de \$130** si el vehículo se devuelve excesivamente sucio, con manchas, basura o requiere limpieza profunda.
- **Prohibido Fumar:**
Está estrictamente prohibido fumar dentro del vehículo. El incumplimiento puede resultar en cargos adicionales de limpieza y penalidades.
- **Política de Devolución / Penalidad por Retraso:**
Si el vehículo no es devuelto en la fecha y hora acordadas, se cobrará una **multa de \$50.00 por día de retraso**.
- **Restricciones de Conducción:**
Está estrictamente prohibido:
 - Permitir que cualquier persona **menor de 21 años** conduzca el vehículo
 - Permitir que **cualquier persona que no sea el arrendatario autorizado** conduzca el vehículo
- **Restricción de Uso (Fuera del Estado):**
El vehículo **no puede salir del estado de Massachusetts** sin autorización **escrita previa** de Montanna Rental Cars. El incumplimiento puede resultar en la cancelación inmediata del contrato.
- **Política de Combustible:**
El vehículo debe ser devuelto con la **misma cantidad de combustible** que tenía al momento del alquiler.
- **Condición del Vehículo / Limpieza:**
El arrendatario es responsable de devolver el vehículo en condiciones limpias.
El vehículo **debe ser limpiado antes de su devolución**, de lo contrario se aplicará un cargo de limpieza.
- **Daños:**
El arrendatario es totalmente responsable por **cualquier daño al interior o exterior** del vehículo durante el período de alquiler.
- **Costos de Remolque:**
En caso de accidente o avería, **todos los costos de remolque serán responsabilidad del arrendatario**.
- **Multas y Cargos:**
Todas las **multas de tránsito, estacionamiento, peajes, cargos judiciales u otros costos relacionados** durante el período de alquiler serán responsabilidad exclusiva del arrendatario.
- **Derecho a Cancelar el Contrato:**
Montanna Rental Cars se reserva el **derecho de cancelar este contrato en cualquier momento, sin previo aviso**, a su entera discreción.
- **Pago Atrasado / Incumplimiento:**
Si el arrendatario no realiza cualquier pago a tiempo, Montanna Rental Cars se reserva el derecho de **terminar el contrato inmediatamente sin previo aviso** y recuperar el vehículo.

Date:

Renter Signature

ENGLISH

CLAUSE OF PAYMENTS, DELAYS AND DELIVERY OF THE VEHICLE

1. PAYMENT AND DUE DATE:

THE RENTER AGREES TO MAKE THE PAYMENT OF THE RENT ON THE SAME DAY HE RECEIVES THE VEHICLE, AND THEREAFTER **EVERY WEEK, ON THAT SAME DAY OF THE WEEK**, BEFORE 6:00 P.M., BY DIRECT DEPOSIT TO THE ACCOUNTS DESIGNATED BY THE LANDLORD OR BY TRANSFER VIA **ZELLE**. IN CASE THE PAYMENT IS MADE BY **CASHAPP**, AN ADDITIONAL CHARGE OF **US\$5.00** WILL BE APPLIED AS A PROCESSING FEE.

2. DELAYS AND NOTIFICATION:

1. THE LANDLORD **DOES NOT ACCEPT LATE PAYMENTS**.
2. IF THE RENTER GIVES AT LEAST **72 HOURS' NOTICE** OF A SITUATION THAT PREVENTS THEM FROM PAYING ON THE ESTABLISHED DATE, THEY WILL BE ALLOWED TO PAY WITH AN ADDITIONAL CHARGE OF US\$25.00.
3. IF THE RENTER **DOES NOT NOTIFY** OR NOTIFIES WITHIN A PERIOD OF LESS THAN 72 HOURS AND IS **LATE 1 DAY**, THEY MUST PAY AN ADDITIONAL CHARGE OF **US\$50.00**, IN ADDITION TO THE PAYMENT OF THE CORRESPONDING WEEK.
4. IF THE DELAY REACHES **2 DAYS**, THE CONTRACT WILL BE AUTOMATICALLY **CANCELLED**, AND THE LESSEE WILL BE OBLIGED TO IMMEDIATELY DELIVER THE VEHICLE.

3. VEHICLE RETURN:

1. IN CASE OF AUTOMATIC CANCELLATION OF THE CONTRACT OR NON-PAYMENT, THE RENTER MUST DELIVER THE VEHICLE TO THE SAME PLACE WHERE IT WAS PICKED UP, **BEFORE 6:00 P.M.**
2. IF THIS IS NOT DONE, THE LESSOR WILL PROCEED TO RECOVER THE VEHICLE THROUGH THE CORRESPONDING LEGAL CHANNELS, INCLUDING REPORTING TO THE POLICE FOR THE VEHICLE NOT RETURNED AND HIRING A TOW TRUCK, THE COSTS OF WHICH WILL BE BORNE BY THE LESSEE.

READ AND ACCEPTED BY THE RENTER:

_____ Date:

Renter Signature

CLÁUSULA DE PAGOS, ATRASOS Y ENTREGA DEL VEHÍCULO

1. FORMA Y FECHA DE PAGO (PAYMENT AND DUE DATE):

EL ARRENDATARIO SE COMPROMETE A REALIZAR EL PAGO DE LA RENTA EL MISMO DÍA EN QUE RECIBE EL VEHÍCULO, Y EN ADELANTE **CADA SEMANA, EN ESE MISMO DÍA DE LA SEMANA**, ANTES DE LAS **6:00 P.M.**, MEDIANTE DEPÓSITO DIRECTO A LAS CUENTAS DESIGNADAS POR EL ARRENDADOR O POR TRANSFERENCIA VÍA **ZELLE**. EN CASO DE QUE EL PAGO SE REALICE POR **CASHAPP**, SE APLICARÁ UN CARGO ADICIONAL DE **US\$5.00** EN CONCEPTO DE TARIFA DE PROCESAMIENTO.

2. ATRASOS Y NOTIFICACIÓN (DELAYS AND NOTIFICATION):

- A. EL ARRENDADOR **NO ACEPTA ATRASOS EN LOS PAGOS.**
- B. SI EL ARRENDATARIO NOTIFICA CON AL MENOS **72 HORAS DE ANTICIPACIÓN** UNA SITUACIÓN QUE LE IMPIDA PAGAR EN LA FECHA ESTABLECIDA, SE LE PERMITIRÁ PAGAR CON UN CARGO ADICIONAL DE US\$25.00.
- C. SI EL ARRENDATARIO **NO NOTIFICA** O NOTIFICA EN UN PLAZO MENOR A 72 HORAS Y SE ATRASA **1 DÍA**, DEBERÁ PAGAR UN CARGO ADICIONAL DE **US\$50.00**, ADEMÁS DEL PAGO DE LA SEMANA CORRESPONDIENTE.
- D. SI EL ATRASO LLEGA A **2 DÍAS**, EL CONTRATO QUEDARÁ AUTOMÁTICAMENTE **CANCELADO**, Y EL ARRENDATARIO ESTARÁ OBLIGADO A ENTREGAR DE INMEDIATO EL VEHÍCULO.

3. DEVOLUCIÓN DEL VEHÍCULO (VEHICLE RETURN):

- A. EN CASO DE CANCELACIÓN AUTOMÁTICA DEL CONTRATO O INCUMPLIMIENTO DE PAGO, EL ARRENDATARIO DEBERÁ ENTREGAR EL VEHÍCULO EN EL MISMO LUGAR DONDE FUE RECOGIDO, ANTES DE LAS **6:00 P.M.**
- B. DE NO HACERLO, EL ARRENDADOR PROCEDERÁ A RECUPERAR EL VEHÍCULO POR LAS VÍAS LEGALES CORRESPONDIENTES, INCLUYENDO REPORTE A LA POLICÍA POR VEHÍCULO NO DEVUELTO Y CONTRATACIÓN DE GRÚA, CUYOS COSTOS CORRERÁN POR CUENTA DEL ARRENDATARIO.

LEÍDO Y ACEPTADO POR EL ARRENDATARIO / READ AND ACCEPTED BY THE RENTER:

_____ Date:

Renter Signature

PORTUGUÊS

CLÁUSULA DE PAGAMENTO, ATRASOS E ENTREGA DO VEÍCULO

1. PAGAMENTO E DATA DE VENCIMENTO:

O LOCATÁRIO CONCORDA EM PAGAR O ALUGUEL NO MESMO DIA EM QUE RECEBE O VEÍCULO E, A PARTIR DE ENTÃO, **TODA SEMANA, NO MESMO DIA DA SEMANA**, ANTES DAS 18H, POR DEPÓSITO DIRETO NAS CONTAS DESIGNADAS PELO PROPRIETÁRIO OU POR TRANSFERÊNCIA VIA **ZELLE**. CASO O PAGAMENTO SEJA FEITO PELO **CASHAPP**, UMA TAXA ADICIONAL DE **US\$5,00** SERÁ APLICADA COMO TAXA DE PROCESSAMENTO.

2. ATRASOS E NOTIFICAÇÃO:

- A. O PROPRIETÁRIO **NÃO ACEITA PAGAMENTOS ATRASADOS**.
- B. SE O LOCATÁRIO AVISAR COM PELO MENOS **72 HORAS DE ANTECEDÊNCIA** SOBRE UMA SITUAÇÃO QUE O IMPEÇA DE PAGAR NA DATA ESTABELECIDADA, ELE PODERÁ PAGAR COM UMA TAXA ADICIONAL DE US\$25,00.
- C. SE O LOCATÁRIO **NÃO NOTIFICAR** OU NOTIFICAR EM UM PERÍODO INFERIOR A 72 HORAS E ATRASAR **1 DIA**, DEVE PAGAR UMA TAXA ADICIONAL DE **US\$50,00**, ALÉM DO PAGAMENTO DA SEMANA CORRESPONDENTE.
- D. SE O ATRASO ATINGIR **2 DIAS**, O CONTRATO SERÁ AUTOMATICAMENTE **CANCELADO**, E O LOCATÁRIO SERÁ OBRIGADO A ENTREGAR O VEÍCULO IMEDIATAMENTE.

3. RETORNO DO VEÍCULO:

- A. EM CASO DE CANCELAMENTO AUTOMÁTICO DO CONTRATO OU NÃO PAGAMENTO, O LOCATÁRIO DEVE ENTREGAR O VEÍCULO NO MESMO LOCAL ONDE FOI RETIRADO, **ANTES DAS 18H**.
- B. SE ISSO NÃO FOR FEITO, O LOCADOR PROCEDERÁ PARA RECUPERAR O VEÍCULO PELOS RESPECTIVOS CANAIS LEGAIS, INCLUINDO DENUNCIAR À POLÍCIA O VEÍCULO NÃO DEVOLVIDO E CONTRATAR UM GUINCHO, CUJOS CUSTOS SERÃO ARCADOS PELO LOCATÁRIO.

LIDO E ACEITO PELO LOCATÁRIO

_____ Data:

Assinatura do Locatário

Rental Agreement Terms and Conditions

1. **Definitions.** “**Agreement**” means all terms and conditions found on both sides of this form and on any other documents we give You at the time of rental. “**You**” or “**Your**” means the person identified as the customer on the reverse side of 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. You are jointly and severally bound by this Agreement. “**We**”, “**Us**” or “**Our**” means the independent dealer named elsewhere in this Agreement. “**Vehicle**” means the automobile identified in this Agreement and any vehicle We substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle is a temporary substitute for a vehicle that You own or lease. “**Authorized Driver**” means: (a) the customer, provided that the customer is the registered owner or lessee of the vehicle being serviced by Us and for which Our Vehicle is a substitute, and that such person is at least age 21; (b) additional drivers listed by Us elsewhere in this Agreement, provided that each such additional driver is at least age 25; (c) the customer’s spouse, provided that such person is at least age 21; and (d) if the customer is a corporation or other business entity, Authorized Driver includes an employee of the customer who is a permissible driver on the business entity’s business auto insurance policy, provided each such employee is at least age 21. Every Authorized Driver must possess a valid driver’s license. Only Authorized Drivers may drive the Vehicle. “**Loss of Use**” means the loss of Our ability to use the Vehicle for any reason, due to damage to it or loss of it, during this transaction; Loss of Use equals a reasonable estimate of the income We lost while the Vehicle was out of service for repair or replacement.
2. **Rental; Indemnity and Warranties.** This is a contract for rental of the Vehicle. In addition to any rental charges stated in this Agreement, Our right (or the right of Our affiliate), to repair Your vehicle is consideration paid to Us for this rental. 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 and against, all claims, liability, costs and attorneys’ fees we incur resulting from, or arising out of, this Agreement or 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.**
3. **Condition and Return of Vehicle.** You must return the Vehicle to Our office or other location We specify, on the date and time specified in this Agreement, in the same condition that You received it, except for ordinary wear. If the Vehicle is returned after closing hours, You remain responsible for any damage to the Vehicle until We inspect it on reopening for business. Service to the Vehicle or replacement of parts or accessories during this rental must have Our prior approval.
4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to, or loss or theft of, the Vehicle, including damage caused by weather, road conditions, and acts of nature, whether or not You are at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle, on the date of the loss if the Vehicle is stolen, not repairable, or if We elect not to repair the Vehicle. You are also responsible for Loss of Use, and Our administrative expenses incurred processing the claim. You are responsible for replacing missing equipment and Vehicle documents. You must check and maintain all fluid levels. You must report all accidents or incidents of theft and vandalism to Us and the police as soon as You discover them.
5. **Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle, or extended the rental period by giving Us false, fraudulent, or misleading information; (d) under any circumstances that could be properly charged as a crime other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything; (g) in any race or speed contest; (h) to teach anyone how to drive; (i) outside the United States or the geographic area described elsewhere in this Agreement; (j) on any unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect You to know that further operation of the Vehicle would damage it; (m) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; and (n) to transport an animal.
6. **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. Your insurance may cover all or only part of the financial liability for the Vehicle. You should check with Your insurance company to find out about your coverage. Your insurance is primary. However, if You have no auto liability insurance in effect on the date of a loss, or if We are required by law to provide 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 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 by Us or Our insurer. Giving the Vehicle to an unauthorized driver terminates Our liability insurance coverage, if any.
7. **Charges.** You will pay Us, or the appropriate government authorities, on demand, all charges due under this Agreement, including: (a) time and mileage for the period that You kept the Vehicle; (b) applicable taxes; (c) \$50 or the maximum amount permitted by law, whichever is greater, if You pay Us with a check returned unpaid for any reason; (d) \$30 per day or the maximum amount permitted by law, whichever is greater, for each day You do not return the Vehicle by the Date Due In; (e) all parking and traffic fines, toll violations, penalties, citations, forfeitures, court costs, towing, storage, impound charges and other expenses involving the Vehicle assessed against Us or the Vehicle; if You fail to pay a parking, traffic or toll charge to the charging authority, You will pay Us all fees owed to the charging authority plus Our administrative fee of \$50 for each such violation; (f) all expenses We incur recovering the Vehicle if it is not returned to the renting location; (g) all costs, including pre- and post-judgment attorneys’ fees, We incur collecting payment from You or otherwise enforcing Our rights under this Agreement; (h) a 2% per month late fee on all charges due Us but not paid when due; (i) a reasonable fee to clean the Vehicle, not to exceed \$250, if returned substantially less clean than when rented or if it is determined that You or Your passengers smoked inside the Vehicle or transported animals inside the Vehicle; and (j) fuel and a refueling fee if You return the Vehicle with less fuel than when rented. You authorize us to process Your credit card for all charges, and by signing this Agreement, You are also signing all documents required to process Your credit card.
8. **Deposit.** We may use Your deposit, if any, to pay amounts owed to Us under this Agreement.
9. **Your Property.** You release Us, Our agents and employees from all claims for loss of, or damage to, Your personal property 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.
10. **Breach of Agreement.** You waive all recourse against Us for criminal prosecutions We take against You for breach of this Agreement.
11. **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 office for inspection and written amendment by Us of the Date Due In. This Agreement constitutes the entire agreement between You and Us. All prior representations and agreements between You and Us regarding the use of the Vehicle are void.
12. **Miscellaneous.** A waiver by Us of any breach of this Agreement is not a waiver of any additional breach or waiver of the 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 transaction or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement shall be governed and construed by the laws of the State of Missouri without regarding to its conflicts and choice of law provisions.

Date:

Renter Signature