

1. The Lessor identified on page 2 hereby rents to the Customer named on page 2 the motor vehicle described on page 2, subject to all terms and provisions on both sides of this rental agreement. The term "Customer" shall include the person designated on page 2 of this agreement as "Customer," any driver of the rental vehicle, as well as employers, employees and any principles whom they represent. Customer agrees that: (A) neither Customer, nor any driver of the vehicle, is or shall be, an employee, agent, or representative of Lessor for any reason or any purpose; (B) vehicle shall be returned to Lessor, or Lessor's agent, only at the Lessor office in the city in which it was rented, or to Lessor, or Lessor's representative, as otherwise specified on page 2, within twenty-four (24) hours from the date and the time rented, or on the return date stated on page 2, or sooner upon demand of Lessor. Customer acknowledges said vehicle is rightful property of Lessor, although registered title may be a third party, and that Customer receives the vehicle in good and safe mechanical, structural, and cosmetic condition. Customer agrees to return said vehicle in the same condition as received, ordinary wear and tear excepted. Lessor has made no warranties or undertakings, express or implied, except as stated herein.

Customer understands that except for the above description of said vehicle, Lessor has not made, does not make, and disclaims any representation or warranty whatsoever, express or implied, with respect to said vehicle, including, but not limited to, its design, capacity, condition, merchantability, or fitness for use or for any particular purpose. Customer agrees that Lessor will not be liable to Customer for any loss, consequential or other damages or expenses of any kind caused directly or indirectly by, or arising in connection with, said vehicle, its use, operation or failure to operate, maintenance or failure to be maintained, or by any interruption of service or loss of use of said vehicle.

Customer agrees to deliver possession of the vehicle to Lessor upon demand, and that Lessor shall have the right to seize, with or without legal process, and with or without notice to Customer, said vehicle at any time or place, and shall not be liable to the Customer for so doing, and Customer waives any and all claims for damages due to, or arising from, or connected with such taking.

2. Customer acknowledges and understands that the Lessor is relying upon Customer's representation that Customer will only operate and use said vehicle in a safe and prudent manner; and if Customer operates, entrusts, or uses said vehicle in any manner prohibited below, then Customer is responsible and liable to Lessor for all damages to said vehicle, including but not limited to, the retail value of Lessor's "loss" of use of said vehicle, as measured by the reasonable rental value of a replacement vehicle, whether Lessor actually rents a vehicle or not. The parties hereto agree that any breach of the terms of this paragraph is a material breach of this agreement.

Customer agrees that said vehicle shall not be used or operated: (A) in a negligent manner; (B) to carry passengers or property for hire, either express or implied; to carry passengers in numbers in excess of the respective seating capacity of the vehicle; (C) by any person in violation of any law governing the operation, return, or use of the vehicle; (D) in any race, speed test or contest; (E) to propel or tow any trailer or vehicle without Lessor's consent; (F) by any person other than those persons described above as Customer, provided always that any driver must be a qualified, licensed driver; (G) by any person with respect to whom Lessor has been furnished with false information; (H) by any person under the influence of intoxicants or narcotics, as defined by the laws of the jurisdiction where the vehicle is rented or operated; (I) for any unlawful purpose; (J) in any instance where the speedometer of said vehicle has been tampered with or disconnected; (K) other than upon a public highway or private road or driveway; (L) outside the province/state in which rented, unless prior written consent of Lessor is first obtained and such permission is endorsed hereon. In no event shall such vehicle be driven outside the borders of the country in which rented unless Lessor has given a written consent to this effect. Customer further agrees that said vehicle shall not be left unattended unless locked, and the ignition key is removed from the vehicle.

Customer will not sell, transfer, assign, sublease, or transfer any of his interest in this agreement or said vehicle and any such attempted assignment, sublease or transfer is void and of no effect.

Customer represents to Lessor that (i) Customer is at least 21 years of age and Customer is in sound medical condition; (ii) Customer understands that unique risks are involved in driving a motor vehicle; (iii) Customer is not under the influence of an alcoholic beverage or a controlled substance or any prescription or non-prescription drug which could impair Customer's ability to operate the motor vehicle.

3. Customer agrees to pay Lessor (or authorizes Lessor to charge the credit card specified on page 2) on demand: (A) a miles charge computed at the rate specified on page 2 for the miles registered during the terms of this rental, by the factory installed odometer of said vehicle, the charge specified on page 2. (B) time, service, minimum collision damage waiver, and all other charges specified herein; (C) the additional fee for inter-city service, if any, specified on page 2, or if said vehicle is left elsewhere without Lessor's written consent, to pay an additional fee of \$ 2.00 per mile, from the renting office to the place where the vehicle was left, plus all expenses incurred by Lessor in returning the vehicle to the renting office, with a minimum charge of fifty (\$ 50.00) Dollars. (D) state, municipal and other local taxes and surcharges, if any; (E) all fines and court costs for parking, traffic, or other violations of statutes or ordinances assessed against said vehicle, Customer or Lessor during the term of this agreement plus a reasonable handling fee, except where caused through the fault of Lessor. (F) the retail value of repairing all damages to said vehicle resulting from collision or upset, or if not capable of repair, the retail replacement cost of vehicle, including "loss of use" of the rental vehicle during the period it is unavailable for use and where permitted by law, as measured by the reasonable retail value of a replacement vehicle, provided however, if said vehicle is operated in accordance with all terms hereof, Customer's liability for such damages shall not exceed the deductible amount, selected by the Customer by initialing in the appropriate place provided on page 2 hereof, provided that said Customer presents Lessor with an appropriate police accident report; (G) the retail value of repairing or replacing all damaged or stolen parts of said vehicle, or the whole of said vehicle, resulting from direct or accidental loss or damage to said vehicle from fire, theft, or other causes insurable under the comprehensive coverage of a standard motor vehicle physical insurance policy, including "loss of use" of the rental vehicle during the period that it is unavailable for use as measured by the reasonable retail value of a replacement vehicle; (H) the retail value of repairs to the engine of the vehicle incurred as a direct result of Customer's failure to exercise ordinary care in the operation of the vehicle; (I) a sum equal to the retail value of all tires, tools and accessories lost or stolen from said vehicle during the term of this agreement; and (J) where permitted by law, a service charge of two (2%) percent per month (24% annual rate) on any sum due hereunder which remains unpaid for more than thirty days after the term of rental.

4. Customer releases, waives, discharges, covenants not to sue and agrees to hold Lessor, vehicle manufacturers and its corporate affiliates and each of their respective directors, officers, employees, agents, affiliates and assigns harmless from and against any and all claims, damages, losses, liabilities, legal proceedings, whether civil or criminal, penalties, fines, or other sanctions, that may have accrued or may accrue in the future against any released party directly or indirectly arising out of or relating in any respect to the rental or operation of said vehicle by Customer or any other person. Customer agrees to indemnify Lessor and vehicle manufacturers and its corporate affiliates, for any loss, liability and expense that any of them incur arising out of (i) Customer's use of said vehicle (but only to the extent such loss, liability and expense exceeds the greater of Lessor's statutory liability as an owner, if any, or the limits of any liability insurance that Lessor furnishes to Customer) or (ii) any breach of any representation, warranty, covenant, agreement or obligation made by Customer in this agreement. Customer understands and acknowledges that Lessor is independent from vehicle manufacturers and its corporate affiliates. None of the vehicle manufacturers and its corporate affiliates, are parties to this agreement in any capacity and this agreement does not give Customer any rights of any kind against any of them.

5. Lessor agrees to provide a Secondary Vehicle Liability insurance policy, for the benefit of the Customer, which provides coverage equal to the statutory requirements in said jurisdiction. Said insurance shall not provide coverage to customer for injury to, or death of customer or any guest or passenger of Customer, or for obligation under any worker's compensation or other disability law, or for any liability of Customer or any driver while the vehicle is used for the transportation of persons, or property for hire, express or implied, or any obligation assumed under express or implied contract; or for damages caused to any person by an under-insured motorist or under-insured motor vehicle; or for medical expenses incurred by persons sustaining injuries while riding in or on, mounting, or leaving the rented vehicle. Customer shall immediately report any accident to Lessor and deliver to Lessor every process, pleading, notice, or paper of any kind whatsoever received by Customer or any driver of the vehicle, relating to claim, suit, or proceeding connected with any accident or event involving the vehicle. Neither Customer, nor any driver of the vehicle, shall aid or abet the assertion or defense of any such claim, suit, or proceeding; further, they shall cooperate fully with Lessor in investigating, prosecuting and defending any litigation arising out of Customer's use or operation of the rental vehicle. An accident shall be deemed reported when Customer has completed and executed, under penalty of perjury, an accident report form. Customer is responsible for making every effort to obtain all information requested by Lessor. Any obligation of Customer under this paragraph, must be performed within twenty-four (24) hours after the accident, except that delay caused by the reasonable incapacity of injury of Customer shall not be deemed a breach hereof.

6. Customer shall not permit any repair to the vehicle in excess of \$50.00 or suffer any lien to be placed upon it without Lessor's prior consent; and Customer shall pay any and all unauthorized charges in connection with any repairs or storage.

7. Lessor shall not be liable for loss or damage to any property of Customer or any person that may have been in or on the vehicle (or properties left in safekeeping), either before or after its return to Lessor. Customer shall assume all risk of such loss or damage, waive all claims therefore against Lessor, and defend, indemnify, and hold Lessor harmless from all claims arising out of such loss or damage.

8. Any action based upon, or arising out of, this agreement, whether breach, declaration of rights, interpretation thereof, rescission, or otherwise, and any action between the parties relating to the transactions that led to the formation and execution of this agreement, shall be brought in the county and state in which the vehicle was delivered to Customer, and in no other place. The parties hereto agree that this agreement shall be enforced and interpreted pursuant to the laws of the jurisdiction in which any suit is brought.

9. The invalidity of any portion of this agreement shall not affect the remaining valid portions hereof, and if any provision of this agreement shall be found to be unlawful, or contrary to public policy, then only that portion of the agreement which is unlawful, or contrary to public policy shall be reformed in the minimum amount necessary to comply with the law or public policy and the remainder of this agreement shall remain in full force and effect. This agreement and the motor vehicle rental release(s) annexed hereto constitute the entire agreement between the parties hereto, and no alteration thereof shall be valid unless reduced to writing and signed by both parties, and no oral representations to the contrary shall be valid.

10. Customer agrees by his signature on page 2 to provide maintenance to the rented vehicle as follows: oil change and lube every 5000 miles. Proof of such servicing as stated above must be presented to Lessor upon the return of said motor vehicle and must take the form of an actual dealer or service station invoice, stating date, miles, vehicle license plate number and the name, address and telephone number of who provided the service. If Customer cannot prove the above maintenance was done as required by this contract, the total deposit left with the Lessor shall become the property of the Lessor.

11. Customer understands that the personal information Customer has disclosed in this agreement will be collected and stored by Lessor for purposes of supplying vehicle manufacturers and its corporate affiliates with a record of Customer's rental. By signing this agreement, Customer authorizes Lessor to process Customer's personal information and to disclose it to vehicle manufacturers and its corporate affiliates, and Customer also authorizes vehicle manufacturers and its corporate affiliates to use Customer's information for various purposes, including direct marketing activities. Customer understands that Customer has the right to stop the processing or disclosure of Customer's said personal information and obtain a copy of the personal information that Customer has supplied in this agreement by sending Lessor a written request to that effect. Customer further understands that Lessor will correct any error or inaccuracy that Customer discovers in his personal information if Customer asks Lessor in writing to do so.

12. The valid and collectible liability insurance and personal injury protection insurance of any authorized driver renting or leasing a vehicle is secondary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736 of the Florida statutes as well as for identical or similar statutory requirements in other jurisdictions.