

MAXI RENTAL, LLC CAR RENTAL AGREEMENT



Date: _____ / _____ /20 _____

Primary Driver/Renter

Renter's Name:	<input type="text"/>	Expiration Date:	<input type="text"/>
Driver's License Number:	<input type="text"/>	Date of Birth:	<input type="text"/>
Social Security Number:	<input type="text"/>	Phone Numbers:	<input type="text"/>
Email Address:	<input type="text"/>		
Residence Address:	<input type="text"/>	Work Address:	<input type="text"/>
Auto insurance declaration page attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Insurance Carrier:	<input type="text"/>	Policy Number:	<input type="text"/>
Phone Number:	<input type="text"/>	Policy Expiration Date:	<input type="text"/>

Additional Authorized Driver

Name:	<input type="text"/>	Expiration Date:	<input type="text"/>
Driver's License Number:	<input type="text"/>	Date of Birth:	<input type="text"/>
Social Security Number:	<input type="text"/>		
Residence Address:	<input type="text"/>		
Insurance Information			
Insurance Carrier:	<input type="text"/>	Policy Number:	<input type="text"/>
Phone Number:	<input type="text"/>	Policy Expiration Date:	<input type="text"/>

Rental Information

Vehicle:	<input type="text"/>	License Number:	<input type="text"/>
Rental Period:	<input type="text"/> to <input type="text"/>	Time due back:	<input type="text"/>
Odometer Out:	<input type="text"/>	Odometer In:	<input type="text"/>
Miles Driven	<input type="text"/>		
Deposit:	<input type="text"/>	Rental Fee:	<input type="text"/>

Condition of Vehicle

(Vehicle is without damage unless damage is described herein)

I UNDERSTAND THAT BY SIGNING BELOW I WILL BE BOUND BY THE TERMS AND CONDITIONS LISTED ON ALL DOCUMENTATION PROVIDED TO ME AS PART OF THIS RENTAL AGREEMENT INCLUDING ALL TERMS AND CONDITIONS LISTED ON PAGES 3 THROUGH 5 OF THIS DOCUMENT.

I hereby authorize the PROVIDER listed at the top of this agreement to process a credit card voucher in my name for resulting charges and consent to the reservation of credit with my card issuer, for an amount equal to all additional charges due. I understand this charge may be processed by an associate of the PROVIDER on behalf of the PROVIDER.

I understand I am liable for all parking and driving violations, toll charges, and any other fees incurred and must remit payment directly to the proper authorities. In the event authorities contact the PROVIDER to pay these fees or fines, I authorize a credit charge in accordance with the above terms.

DAMAGE NOTICE: The customer is responsible for all collision damage. _____

Renter Signature

Date

Renter Signature

Date

Rental Agreement Terms and Conditions

PROVIDER hereby rents to the Customer named on Signature Page of Rental Agreement, the vehicle described, subject to the terms and conditions below.

1. **Driver of Vehicle.** The vehicle may be driven only by the Customer or such other validly licensed individual(s) who are properly identified on Page One of this Agreement.

2. **PROHIBITED USE OF VEHICLE.** The Vehicle shall NOT, under any circumstances, be used for any of the following purposes or under any of the following conditions, and any such use is WITHOUT PROVIDER PERMISSION:

- (a) By anyone without first obtaining PROVIDER'S written consent.
- (b) By anyone under age ___ years, unless a state law prohibits setting an age requirement.
- (c) By anyone who is not a qualified and a licensed driver.
- (d) By anyone whose driver's license, in any state, has been revoked or suspended within the previous five years, even if he or she now possesses a valid driver's license.
- (e) To carry persons or property for hire, including chauffeur driven limousine service.
- (f) To propel or tow any vehicle, trailer, or other object.
- (g) **In any race, test, contest or at any race track or off primary road experience.**
- (h) **For any illegal purpose or commission of a crime. Driving in excess of the posted speed limit is considered an "illegal purpose".**
- (i) To instruct an un-licensed person in the operation of vehicle.
- (j) If the vehicle is obtained from PROVIDER by fraud or misrepresentation.
- (k) To carry persons other than in passenger compartment of vehicle.
- (l) While under the influence of alcohol or other intoxicants, such as drugs or narcotics, or under any other physical or mental impairment which adversely affects driver's ability to operate the vehicle.
- (m) Intentionally causing damage to or loss of the vehicle.
- (n) On other than a paved road or graded private road or driveway. Do not drive on any gravel road. Damage will occur and you will be liable for the repair of damage.
- (o) In an unsafe, reckless, grossly negligent, or wanton manner. Violating any traffic law or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred.
- (p) To carry more passengers than available seat belts; to carry passengers other than in the passenger compartment; in the commission of a felony.
- (q) Outside the state where the vehicle was rented, unless prior written consent is obtained from the PROVIDER.
- (r) In an area where there is not sufficient height or width or **undercarriage clearance.**
- (s) If any cargo is not properly loaded or secured.
- (t) By customer for advertising purposes.
- (u) To transport animals of any kind or nature, living or otherwise.

PROHIBITED USE OF VEHICLE VIOLATES THIS AGREEMENT, IF ANY; MAKES THE VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY PROVIDER.

3. **Return of Vehicle.** The vehicle shall be returned to the PROVIDER on or before the time and date specified on Page One of this Agreement, in the same condition as when received. Do NOT wash the exterior — due to concerns with abrasive cleaners. The customer will be charged for any cleaning or repair costs necessary to return the vehicle to the required condition. The determination as to the condition of the vehicle shall be made solely by the PROVIDER. If the customer fails to return the vehicle, as specified, within three hours of the time required on Page One, such failure shall constitute an unauthorized taking of the vehicle, and the PROVIDER may take steps it deems reasonable, for the recovery of the vehicle. The vehicle may be repossessed if it is illegally parked, appears to be abandoned, if they gave false or misleading information at the time of rental, or if the Customer violates the terms of this Agreement in any other manner. The Customer agrees to indemnify and hold harmless the PROVIDER for any action taken by the PROVIDER under the terms of this Agreement. Renter must return the vehicle to our rental office at the date and time specified. The vehicle remains subject to the terms and conditions of this Agreement until we have inspected and accepted it. If renter returns the vehicle after hours, renter is still responsible for any damage to the vehicle until we have inspected and accepted it the next business day.

4. **Subletting.** Subletting or re-letting of the vehicle is strictly prohibited.

5. **Fees, Licenses, Permits, Taxes, and Fines.** The Customer shall be solely responsible for payments of any fees, licenses, permits, taxes, tolls or fines, required by or resulting from the Customer's use of operation of the vehicle.

6. **Charges.** The Customer shall pay all charges required under this Agreement upon demand. The Customer agrees that mileage and time charges on Page One are minimum charges only and that no refund or reimbursement is due Customer in the event that fewer days and/or miles are actually used. No pro-rations will be made by PROVIDER.

7. **INSURANCE. CUSTOMER AGREES TO MAINTAIN AUTOMOBILE INSURANCE** during the term of this rental agreement, providing 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 in the minimal amount of _____; (b) Personal Injury Protection, no-fault, or other similar coverage where required; (c) Uninsured/ Under-insured coverage in the amount of _____; and (d) Comprehensive and Collision damage coverage in the minimal amount of _____; all such insurance being extended to the rental vehicle. Customer'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 the customer is providing automobile insurance, PROVIDER is NOT providing insurance.

8. **Other Liability.** The Customer assumes all risks from the improper use of the vehicle. The Customer is responsible for damages to the Customer's property or goods in storage or in transit, or for any property left or stored in the vehicle, or elsewhere in the renting location. The customer agrees not to hold the PROVIDER liable for damages from downtime, material, or other consequential damages resulting from the use of the vehicle. The Customer releases and holds PROVIDER, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs, and expenses arising out of the Customer's use or possession of the vehicle, including, but not limited to, any and all fines, penalties, and forfeitures imposed by any governmental entity and, to the extent not covered by insurance, any claims or liabilities to third parties arising out of the abandonment, conversion, concealment, or unauthorized sale of the vehicle by the Customer, its drivers, agents, or employees, or for the confiscation of the vehicle by any governmental authority because of illegal or improper use. The Customer shall additionally hold PROVIDER harmless for all loss, liability, and expense in excess of the limits of liability provided for herein as a result of injury, death, or property damage arising out of the Customer's use of the vehicle. Neither the Customer or any other driver of the vehicle shall be deemed the agent, servant, or employee of the PROVIDER for any reason or any purpose. During the term of this Agreement, the Customer assumes full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

9. **Accidents.** The Customer shall immediately report any accidents or damage to the vehicle and shall deliver to the PROVIDER any document received by the Customer relating to any claim suit, or proceeding connected with any accident or event involving the vehicle. Further, the Customer shall NOT arrange or undertake any repairs or salvage without the PROVIDER'S authority (this includes, but is not limited to, purchasing a replacement tire) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

10. **Damage to Vehicle.** Except as provided elsewhere in this Agreement, the Customer is responsible for the full value of loss damage to the vehicle. This includes, but is not limited to, liability for lost rental income in the event the vehicle cannot be rented due to accidental damages or Customer's negligence.

11. **Credit Charges.** The Customer will pay all charges under this Agreement upon demand. All charges are subject to the final audit by the PROVIDER and if an error is found, either party shall promptly pay or credit the other, as appropriate, to correct the error.

12. **Additional Payments by Renter/Customer.** In addition to the payment specified on Page One of this Agreement, Customer acknowledges and agrees that they shall be liable at the end of the rental term to pay to the PROVIDER any applicable additional charges payable at the end of the term. These include, but are not limited to,

(a) a fee to cover additional drivers.

(b) a surcharge for drivers under the age of _____.

(c) additional charges for distance driven.

(d) charges for gasoline or other fuel used.

(e) charges for late return of the vehicle.

(f) charges for damage to or repair of the vehicle (subject to other terms and conditions of this Agreement); and any enforcement charges related to such damage or repairs (including legal costs).

(g) charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odors including cigarette smoke (smoking is strictly forbidden on or near the vehicle by the Customer or any of its passengers).

(h) any surcharges in connection with the use of a debit or credit card by the PROVIDER.

(i) any other charge, fee, cost otherwise delineated in this Agreement.

13. **Collection of Payments due by Customer.** If the Customer fails to pay any money due under or in connection with this Agreement when it is due, the PROVIDER may, without prejudice to any other rights or remedies the PROVIDER may have or be entitled to, charge the Customer for all additional costs as outlined below:

(a) interest at 12% (compounded daily) on the total amount owing from the due date on which the Customer was required to pay the money to the date of actual payment;

(b) all costs incurred by the PROVIDER for the collection of the unpaid money by a debt collection agency or other external or legal agency; and

(c) an administration fee of \$50.00.

14. Additional Obligations with Respect to the Vehicle. Customer shall insure that:

- (a) all reasonable care is taken when driving and parking the vehicle;
- (b) the water in the vehicle radiator and battery is maintained at the proper level;
- (c) the oil in the vehicle is maintained at the proper level;
- (d) only the fuel type specified for the vehicle will be used: Premium
- (e) the tires are maintained at their proper pressure;
- (f) the vehicle is locked and secure at all times when it is not in use and the keys are kept under the Customer's personal control at all times;
- (g) the distance recorder and speedometer are not interfered with;
- (h) no part of the engine, transmission, braking or suspension systems are interfered with;
- (i) should a warning light be illuminated or the Customer believes the vehicle requires mechanical attention, the Customer shall stop driving and advise the PROVIDER immediately;
- (j) all drivers authorized to use the vehicle during the term of the Agreement are aware of and comply with the terms outlined in this Agreement; and
- (k) any authorized driver carries their driver's license with them in the vehicle, together with their proof of insurance card, at all times and will produce them on demand to any enforcement officer.

12. Miscellaneous Provisions.

(a) This Agreement is to be interpreted under the laws of the State of WASHINGTON. It represents the entire agreement of the parties and supersedes any and all oral agreements of any kind. This Agreement may be changed only by a subsequent written agreement signed by the PROVIDER and the Customer.

(b) The Customer indemnifies the PROVIDER against all costs and expenses of any kind (including reasonable attorneys fees), incurred as a result of the issuance of a warrant for the arrest of the Customer or other persons operating the vehicle or any action against the PROVIDER resulting from the Customer's breach of this Agreement.

(c) The PROVIDER shall have no liability to the Customer for any indirect, or consequential damages arising out of the furnishing, performance, or use of the vehicle or any claim for failure to honor a vehicle reservation requested by the Customer.