

Car Rental Agreement

COMPANY NAME	
ADDRESS	
EMAIL	
PHONE NUMBER	

RENTER

The Renter and the Company, defined below, and sometimes referred to in this document as "Parties", intend to enter into this legally binding Car Rental Agreement, hereafter sometimes referred to as "Agreement", on this _____ day of _____, 20 ____, sometimes referred to in this document as "Effective Date."

RENTER FULL NAME	
RENTER ADDRESS	
RENTER EMAIL	
RENTER PHONE NUMBER	
RENTER LICENSE NUMBER	

VEHICLE

The vehicle "Rental Vehicle" is described as follows:

MAKE	
MODEL	
YEAR	
VIN	
COLOR	
LIC. PLATE	

TERM

The Contract will be effective starting on this "Effective Date" of the _____th/_{rd} of _____, 20 ____, at ____: ____ and continue its effect until the "Expiration Date" of the _____th/_{rd} of _____, 20 ____, at ____: ____ or, until nullified by a separate binding act of nullification, or extended by Provisions of Term Extension stipulated in this Agreement.

RULES OF USE

The Renter agrees to use the Vehicle for legal purposes only, and to follow all ordinances and regulations of the road and otherwise, while in possession of the Vehicle. Renter Agrees NOT to sublet, sublease, or loan the vehicle with or without payment to any other party, or allow any other party to be in possession of the vehicle, including with the ability to operate the vehicle.

With the following exceptions of other persons allowed to operate the vehicle:

Alternate Person 1:

FULL NAME	
ADDRESS	
EMAIL	
PHONE NUMBER	
LICENSE NUMBER	

Alternate Person 2:

FULL NAME	
ADDRESS	
EMAIL	
PHONE NUMBER	
LICENSE NUMBER	

All persons allowed to operate the vehicle shall be subject to all Rules of Use, including the following:

- No operations on non-paved surfaces, such as dirt, gravel, grass, sand, mud, or rocks
- No modifications to the vehicle, such as: installation of temporary lighting systems, power inverter equipment, changing of light bulbs, or affixing of mounted items, such as stickers, RFID cards, passes, or badges, radios, antennas, GPS units, or any adhesive to windshield, dashboard, or windows.
- Operator will not cause the Vehicle to be operated on the following roads or in the following areas:

And the following additional rules and provisions, subject to penalties defined below:

ODOMETER READING AND DISTANCE RATES

The Vehicle odometer reading is _____ as of the Effective Date. Operation of the vehicle will be subject to the fee rate of _____ per _____ up to _____ [distance limit], and be subject to the fee rate of _____ per _____ above the distance limit above.

TIME RATES

The fees charged by time shall be paid by the Renter as follows:

The Vehicle is subject to a fee of _____ [amount] per _____ [hour/day], and

The Renter [] MUST [] MUST NOT pay for any fuel, charged by the Company based on the initial fuel gauge shown below, and the difference between this amount and the returned fuel gauge amount, at a rate of _____ per _____.

Initial Fuel Gauge (shall be marked by Owner):								
	0	¼	½	¾				Full
Returned Fuel Gauge (shall be marked by Owner):								
	0	¼	½	¾				Full

SECURITY DEPOSIT

The Renter shall be required to furnish the Company a deposit in the amount of _____ [numerical amount] _____ [textual amount],

which is used in the event of loss, damage, or penalty incumbent upon the Rental Vehicle subject to this agreement.

The Company may place a hold on a credit card with the Renter’s name to fulfill the requirements of this Security Deposit amount. The cost of repairs, replacement, or payment of penalties due as per this agreement shall be first deducted from the funds available from this Security Deposit, and the existence of this security deposit does not preclude the Renter from responsibility of excess repair, replacement, or penalty costs that exceed the amount of the Security Deposit.

The Renter shall be responsible for all costs reasonably related to this rental agreement and term, including but not limited to any costs, fees, penalties, taxes, fines, and moneys relating to repair, replacement, procurement, administrative labor, and in general, all costs reasonably caused by the Renter, its affiliates, or persons allowed or not allowed to have possession of the Vehicle, or any acts of god or third party acts of malfeasance, accidents, or negligence.

INSURANCE IS REQUIRED

By the law of the _____, the Renter must hold an insurance policy of not less than _____ of liability coverage, _____ of collision coverage, and _____ of comprehensive coverage, and must additionally per this agreement hold an insurance policy which extends to this particular Rental Vehicle, which includes _____ of additional liability coverage, _____ of collision coverage, and _____ of comprehensive coverage, in addition to the following provisions:

The Renter agrees to furnish proof of all insurance coverages and other provisions to the Company.

NONWAIVER

Failure of Parties to insist upon strict performance of the terms, covenants, and conditions herein contained, or to exercise rights implied or expressed within this Agreement shall not be deemed a waiver of any Parties' rights or remedies herein, or any prior or subsequent rights or remedies.

SEVERABILITY

Any provisions of this Agreement that are found invalid, void, or unenforceable by a court of law in the Governing Jurisdiction shall not preclude other provisions from remaining in-force.

Any alterations or improvements must be made in compliance with the laws of the Governing Jurisdiction, and any alterations or improvements which fail to comply with the laws of the Governing Jurisdiction shall not change the enforceability of the remainder of provisions of this Agreement.

Parties agree that, in the course of settling any disputes arising from any provision within this Contract, if the contract shall be read by entities within a court of law, that, if any part of this Contract is deemed unenforceable by law, then Parties intend to reduce the Contract by the minimum amount necessary to make the remainder of the Contract's parts enforceable.

ASSIGNMENT

This Contract cannot be re-assigned without consent from all Parties. In the event of the dissolution or cessation of any entity's existence which was a Party to this Contract, the remaining party(ies) may terminate the contract and seek compensation or damages from the previous owners, parent organizations, investors, or other persons or Parties which have previously held ownership or control of the dissolved or ceased entity or its parents.

DISPUTE RESOLUTION

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction where the Contract is created. When a legal action arises from the agreement, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this agreement and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney's fees and court costs even when otherwise entitled.

INITIALS _____ [Renter] _____ [Company]

FORCE MAJEURE

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services, is due in whole or part to: acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, epidemic, weather, unavoidable accidents or any other cause outside of the control of the Renter or Company.

REMEDIES

When Conditions of Default are met, the Company may conduct any of the following remedies:

- 1.) Termination of the Agreement upon any notice required, and the Term will immediately become forfeited and void.
- 2.) The Company has the option to perform any obligation of this Agreement or Parent Agreements, on behalf of the Renter, and seek redress from the Renter.
- 3.) The Company may perform or cause to be performed collection, including hiring of collection agencies, and seek collections from the Renter.

The existence of any remedy listed above does not preclude the Company from exercising any other remedy or specific right whether allowed by law, or provided by equity, or expressly provided for in parent Agreements.

