

## VEHICLE RENTAL AGREEMENT

This Vehicle Rental Agreement ("Agreement") is made between [INSERT COMPANY NAME], a [INSERT TYPE OF COMPANY I.E. CORPORATION] organized under the laws of [INSERT STATE/COUNTRY], with offices at [INSERT ADDRESS] ("Owner"), and [INSERT INDIVIDUAL NAME] and [INSERT INDIVIDUAL NAME OR DELETE IF ONLY ONE] ("Renter"). Owner and Renter are hereinafter collectively referred to as "Parties".

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

Car: \_\_\_\_\_  
License #: \_\_\_\_\_, and  
all its equipment, tools, tires, accessories, keys, and documents ("Vehicle").

**1. Term.** This Agreement shall commence on the day the Renter takes possession of Vehicle and remain in full force and effect until Vehicle is returned to Owner. Renter shall return the Vehicle on \_\_\_\_\_, \_\_\_\_\_, unless this Agreement is terminated earlier consistent with the terms herein.

**2. Payment.** Renter shall pay \$\_\_\_\_\_ per minute/hour/day/week/month and authorize Owner to charge the debit card or credit card on file with Owner an amount equal to all payments and fees due under this Agreement.

Renter shall also pay other charges in accordance with this Agreement due upon return of Vehicle, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) applicable taxes;
- c) loss of, or damage or repair to the Vehicle, loss of use, diminution of the Vehicle's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) a \_\_\_\_\_ charge per \_\_\_\_\_ for late return of the Vehicle or the highest amount allowable under law;
- e) unless due to the fault of Owner, all fines, penalties, traffic and/or parking violations, court costs, towing charges and other expenses relating to the Vehicle assessed against Owner or the Vehicle during the rental Term;
- f) all expenses Owner incurs due to Renter's failure to return the Vehicle including costs in locating and recovering the Vehicle;
- g) a surcharge for drivers under the age of 25;
- h) \_\_\_\_\_% interest, or the maximum amount allowed by law, for monies 14 days past due;
- i) all costs incurred to collect unpaid monies due; and
- k) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

**3. Security Deposit.** In addition to the fees listed in Section 2, Renter shall pay a deposit of \$\_\_\_\_\_ at the time this Agreement is signed. Owner may use the deposit to cover any amounts due under this Agreement.

**4. Authorized Drivers.** Only those who are a party to this Agreement, sign the Agreement and have a current valid driver's license to operate the Vehicle are permitted to drive the Vehicle. Any other drivers are prohibited from operating Vehicle.

**5. Insurance.** Renter is responsible for all loss or damage Renter causes in Vehicle to third-parties. Renter must carry insurance satisfactory to Owner. If Owner does not possess such insurance or where law requires, Owner will arrange for automobile insurance to cover Vehicle and Renter. Owner will charge Renter for the insurance provided.

**6. Restrictions on Use.** Renter shall not:

- a) permit the Vehicle to be driven by any person who is not an Authorized Driver under this Agreement;
- b) operate the Vehicle or permit it to be operated in violation of law, including but not limited to driving under the influence of alcohol or drugs, or in breach of rules and regulations of road traffic;
- c) operate the Vehicle or permit it to be operated to commit a violation of law;
- d) operate the Vehicle or permit it to be operated for any race, test, or contest;
- e) operate the Vehicle or permit it to be operated for the transport of more passengers or goods than the maximum allowable for the Vehicle or to carry hazardous or explosive substances of any kind;
- f) drive or permit the Vehicle to be driven by any person who does not hold a current valid driver's license to operate the Vehicle;
- g) drive or permit the Vehicle to be driven or parked on roadways not regularly maintained, or on any roads, beach, driveway, or surface likely to cause damage to the Vehicle;
- h) operate the Vehicle or allow it to be operated to push or tow any other vehicle;
- i) transport any animal in the Vehicle (with the exception of guide dogs for visually impaired people); and/or
- j) allow any person to smoke in the Vehicle.

**7. Repair or Loss and Reporting to Police.** Vehicle shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent. Renter shall alert Owner to any damage to the Vehicle. Renter shall be responsible for any loss or damage to Vehicle and loss of use, diminution of the Vehicle's value caused by damage to it or repair to it and missing equipment. In the event Renter is in an accident, has an incident in Vehicle or if Vehicle is subject to theft or vandalism Renter shall report the accident or incident to Owner as soon as practicable.

**8. Condition of Vehicle.** The Condition of Vehicle Checklist ("Checklist") attached is hereby incorporated by reference. Renter acknowledges that Renter has examined the Vehicle and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Return of Vehicle.** Renter shall return Vehicle on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Vehicle to the agreed return location. If Vehicle is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Vehicle.

**10. Termination.** This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

**11. Indemnification and Liability.** Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Vehicle by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. In no event shall Owner be responsible for any indirect, special or consequential loss or damages arising from Renter's use of Vehicle, including but not limited to loss profits and loss revenue, even if informed of such damages. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

**12. Ownership.** Owner shall at all times retain ownership and title to the Vehicle. Renter shall immediately notify Owner in the event Vehicle is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action.

**13. Waiver.** No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

**14. Severability.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

**15. Entire Agreement.** This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

**16. Assignment.** Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

**17. Headings.** Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**18. Counterparts.** This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

**INSERT OWNER NAME**

**INSERT RENTER NAME**

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Printed Name

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Signature

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Title

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Date

Printed Name

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Signature

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Title

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Date

**INSERT RENTER NAME**

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Printed Name

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Signature

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Title

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Date