

ADDITIONAL TERMS OF RENTAL

(1) Vehicle: The Vehicle, which includes tires, tools, equipment, accessories and vehicle document, does not belong to the Renter, but is delivered to Renter for rental purposes only and is in good operating condition, THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT.

(2) Vehicle Return: Renter will return the Vehicle in the same good operating condition to the place and on the due back date specified, or sooner upon demand.

(3) Repossession Of Vehicle: The Vehicle may be repossessed, at Renter's cost and without notice if it is not returned on the due back date, is illegally parked, used in violation of law or the Agreement, appears to be abandoned, or if Renter gave false or misleading information at time of rental.

(4) Authorized Driver: In addition to Renter, the Vehicle may be driven by any Additional Driver who is named on the Agreement or by a licensed driver who is a member of Renter's immediate family and permanently resides in Renter's household and who is twenty-five (25) or over by a licensed driver who is a business partner or fellow employee of the Renter and is twenty-five (25) or over, where such driving is incidental to business duties. These are the only "Authorized Drivers" who may drive the Vehicle.

(5) Use Restrictions: Vehicle will not be used or operated by anyone.

- (a) Who has obtained the Vehicle by using false or misleading information; or
- (b) Who is not capable of safely driving the Vehicle due to alcohol, drugs, drowsiness, or otherwise; or
- (c) To transport people or property for compensation; or
- (d) In any race training activity contest or for any illegal purpose; or
- (e) To push or tow any vehicle or other object; or
- (f) In any abusive or reckless manner or
- (g) On other than regularly maintained roadways.

(6) Fire, Theft or Comprehensive Damage: Renter is not responsible for accidental loss of, or damage to, the vehicle due to fire, theft or any comprehensive peril, except Renter is liable for theft and damage up to the full value of the Vehicle if Renter or any Authorized Driver:

- (a) Breaches any provision of this Agreement; or
- (b) Allows an unauthorized driver to operate the vehicle; or
- (c) Fails to report Vehicle theft or damage to the **S.R.A.R.S.** representative/agent and local police authority within 24 hours; or
- (d) Allows another person, including any Authorized driver to come into possession of the Vehicle, or keys to the Vehicle and the Vehicle is not returned on the due back date.

(7) Collision Damage: Renter is responsible for the \$2000 (Or other amount stated on agreement) of collision damage to the vehicle.

(8) Vehicle Damage: Renter will not use the vehicle if it is damaged or in need of repairs and will be responsible for all damage to the Vehicle resulting from such use.

(9) Parking Violation: Renter will pay for all parking fines and penalties plus all costs incurred, in the event Renter fails to make such payments. Renter agrees that in connection with any claimed violation, any information relating to Renter may be submitted to governmental authorities.

(10) Tire Repair: The Renter is solely responsible for all tire repairs during the terms of the rental.

(11) Payment:

- (a) Renter will pay on demand all charges due under the Agreement.
- (b) All Charges are subject to final audit and if an error is found, either party shall promptly pay or credit the other, as appropriate, to correct the error.
- (c) If the Renter has indicated that someone else or that some Company will pay for charges due under the Agreement and payment is not made, Renter will pay upon demand.
- (d) Renter consents to the reservation of credit, by a credit card issuer, up to the amount of the estimated charges due under the Agreement and authorizes the **S.R.A.R.S.** representative/agent to process a credit card voucher, if applicable, in Renter's name, for all charges due under the agreement.
- (e) Renter will pay interest at the highest rate permitted by law on any past due charges and will also pay any collection costs, including attorney's fees, if all charges are not paid when due.

(12) Renter responsibility For Property: Renter is solely responsible for any property left or stored in the Vehicle, shuttle bus, or anywhere at the renting location, no matter who received, stored or handled the property.

(13) Failure to return Vehicle: If Renter fails to return the vehicle on the due back date or within 24 hours following a written or oral demand to Renter (which demand, if in writing, shall be considered delivered forty-eight (48) hours after the mailing of a certified letter addressed to the residence or business address or Renter as shown on the reverse side), Renter will be deemed to be in unlawful possession of the Vehicle and to have authorized the issuance of a warrant for the arrest of the Renter or any person possessing the vehicle.

(14) Vehicle Repairs: Renter will not permit any repair to or replacement of any part on the Vehicle without the prior consent of the **S.R.A.R.S.** representative/agent and Renter agrees to pay for all such unauthorized repairs and parts.

(15) Miscellaneous:

- (a) Renter will pay all costs including reasonable attorneys fees and court cost incurred by **S.R.A.R.S.** representative/agent and will defend and indemnify these parties from all claims, demands and lawsuits resulting from:
 - (1) The Issuance of a warrant for the arrest of the Renter of any person operating the Vehicle; and
 - (2) Any action by the renting location, including self-help, used to get the Vehicle back or otherwise enforce the terms of this Agreement, and
 - (3) Any action against the **S.R.A.R.S.** representative/agent, resulting from a breach of this Agreement.
- (b) The **S.R.A.R.S.** representative/agent shall have no liability for any indirect, special or consequential damages arising in connection with the furnishing performance or use of the Vehicle or for any claim based upon the failure to honour a vehicle reservation requested by the Renter.
- (c) The Renter should not be considered a representative agent or employee of **S.R.A.R.S.** for any purpose whatsoever.
- (d) Renter agrees to everything stated on the Agreement, which is the entire Agreement between the parties. Renter agrees that the Agreement can only be changed in writing and if signed or initialed by both the **S.R.A.R.S.** representative/agent and Renter