

Atlanta Van Rentals Terms and Conditions

1. Definitions. "**Agreement**" means all terms and conditions found on both sides of this form and on any other documents we give Client at the time of rental. "**Client**" or "**Client's**" means the person or organization identified as the customer on this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by Atlanta Van Rentals at its or the customer's direction. Client is jointly and severally bound by this Agreement. "**We**", "**Us**", "**Our**" means Atlanta Van Rentals in this Agreement. "**Vehicle**" means the automobile identified in this Agreement and any vehicle We substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle is a temporary substitute for a vehicle that Client rents. "**Authorized Driver**" means: (a) the customer, provided that the customer is the registered owner or lessee of the vehicle being serviced by Us and for which Our Vehicle is a substitute, and that such person is at least age 25; (b) additional drivers listed by Us elsewhere in this Agreement, provided that each such additional driver is at least age 25; (c) the customer's spouse, provided that such person is at least age 25; and (d) if the customer is a corporation or other business entity, Authorized Driver includes an employee of the customer who is a permissible driver on the business entity's business auto insurance policy, provided each such employee is at least age 25. Every Authorized Driver must possess a valid driver's license. Only Authorized Drivers may drive the Vehicle. "**Loss of Use**" means the loss of Our ability to use the Vehicle for any reason, due to damage to it or loss of it, during this transaction; Loss of Use equals a reasonable estimate of the income We lost while the Vehicle was out of service for repair or replacement.

2. Rental; Indemnity and Warranties. This is a contract for rental of the Vehicle. In addition to any rental charges stated in this Agreement, Our right (or the right of Our affiliate), to repair Client's vehicle is consideration paid to Us for this rental. We may repossess the Vehicle at Client's expense without notice to Client, if the Vehicle is abandoned or used in violation of law or this Agreement. Client agrees to indemnify Us, defend Us and hold Us harmless from and against, all claims, liability, costs and attorneys' fees we incur resulting from, or arising out of, this Agreement or Client's use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. Condition and Return of Vehicle. Client must return the Vehicle to Us or other location We specify, on the date and time specified in this Agreement, in the same condition that Client received it, except for ordinary wear. If the Vehicle is returned after closing hours, Clients remain responsible for any damage to the Vehicle until We inspect it on reopening for business. Service to the Vehicle or replacement of parts or accessories during this rental must have Our prior approval.

4. Responsibility for Damage or Loss; Reporting to Police. Client is responsible for all damage to, or loss or theft of, the Vehicle, including damage caused by weather, road conditions, and acts of nature, whether or not Client is at fault. Client is responsible for the cost of repair, or the actual cash retail value of the Vehicle, on the date of the loss if the Vehicle is stolen, not repairable, or if We elect not to repair the Vehicle. Client is also responsible for Loss of Use, and Our administrative expenses incurred processing the claim. Client is responsible for replacing missing equipment and Vehicle documents. Clients must report all accidents or incidents of theft and vandalism to Us and the police as soon as Client discovers them. Client is responsible for lost car keys, a lockout situation, including electronic keys, remotes, and programming. Clients will fill the fuel tank at the indicated level before the return of the Vehicle. Failure to refill the tank will result in a charge of \$30.00 per quarter tank of fuel.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle, or extended the rental period by giving Us false, fraudulent, or misleading information; (d) under any circumstances that could be properly charged as a crime other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything; (g) in any race or speed contest; (h) to teach anyone how to drive; (i) outside the United States or the geographic area described elsewhere in this Agreement; (j) on any unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect Client to know that further operation of the Vehicle would damage it; (m) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; and (n) to transport an animal.

6. Insurance. Clients are responsible for all damage or loss Client causes to others. Client agrees to provide auto liability, collision and comprehensive insurance covering Client, Us, and the Vehicle. Client's insurance may cover all or only part of the financial liability for the Vehicle. Client should check with Client's insurance company to find out about the client's coverage. Client's insurance is primary. However, if Client has no auto liability insurance in effect on the date of a loss, or if We are required by law to provide liability insurance, We provide auto liability insurance (the "**Policy**") that is secondary to any other valid and collectible insurance whether primary, secondary, excess, or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the State whose laws apply to the loss. Client and we reject PIP, medical payments, no-fault, and uninsured and under-insured motorist coverage, where permitted by law. The Policy is void if Client violates the terms of this Agreement or if Client fails to cooperate in any loss investigation by Us or Our insurer. Giving the Vehicle to an unauthorized driver terminates Our liability insurance coverage, if any.

7. Charges. Client will pay Us, or the appropriate government authorities, on demand, all charges due under this Agreement, including: (a) time and mileage for the period that Client kept the Vehicle; (b) applicable taxes; (c) \$50 or the maximum amount permitted by law, whichever is greater, if Client pay Us with a check returned unpaid for any reason; (d) \$30 per day or the maximum amount permitted by law, whichever is greater, for each day Client do not return the Vehicle by the Date Due In; (e) all parking and traffic fines, toll violations, penalties, citations, forfeitures, court costs, towing, storage, impound charges and other expenses involving the Vehicle assessed against Us or the Vehicle; if Client fail to pay a parking, traffic or toll charge to the charging authority, Client will pay Us all fees owed to the charging authority plus Our administrative fee of \$50 for each such violation; (f) all expenses We incur recovering the Vehicle if it is not returned to the renting location or specified location at reservation; (g) all costs, including pre- and post-judgment attorneys' fees, We incur collecting payment from Client or otherwise enforcing Our rights under this Agreement; (h) a 2% per month late fee on all charges due Us but not paid when due; (i) a reasonable fee to clean the Vehicle, not to exceed \$250, if returned substantially less clean than when rented or if it is determined that Client or Client's passengers smoked inside the Vehicle or transported animals inside the Vehicle; (j) if Client exceeds the allotted 250 miles per day, a charge of \$0.75 per mile will be applied; and (k) fuel and a refueling fee if Client return the Vehicle with less fuel than when rented. Client authorize us to process Client's credit card for all charges, and by signing this Agreement, Client are also signing all documents required to process Client's credit card.

8. Deposit. We may use the Client's deposit, if any, to pay amounts owed to Us under this Agreement.

9. Client's Property. Client release Us, Our agents and employees from all claims for loss of, or damage to, Client's personal property or that of any other person, that We received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in Our offices, whether or not the loss or damage was caused by Our negligence or was otherwise Our responsibility.

10. Breach of Agreement. Client waive all recourse against Us for criminal prosecutions We take against Client for breach of this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that We have signed. If Client wishes to extend the rental period, Client must return the Vehicle to Our office for inspection and written amendment by Us of the Date Due In. This Agreement constitutes the entire agreement between Client and Us. All prior representations and agreements between Client and Us regarding the use of the Vehicle are void.

12. Miscellaneous. A waiver by Us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Client's obligations under this Agreement. Our acceptance of payment from Client or Our failure, refusal, or neglect to exercise any of Our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, Client releases Us from any liability for consequential, special, or punitive damages in connection with this transaction or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement shall be governed and construed by the laws of the State of Missouri without regard to its conflicts and choice of law provisions.