

## Car Rental Contract

This Car Rental Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, between Sunshine State 24/7 Rentals LLC and \_\_\_\_\_, with an address of \_\_\_\_\_ ("Renter"). Owner and Renter may also be referred to as "Party" in the singular and "Parties" in the plural. This Agreement is subject to the following terms and conditions:

### Rental Vehicle

Owner hereby agrees to rent to Renter the following vehicle ("Vehicle"):

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Mileage: \_\_\_\_\_ VIN: \_\_\_\_\_

Gas: \_\_\_\_\_



Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

Company Code: \_\_\_\_\_ Effective Date: \_\_\_\_\_

### Rental Period

Owner agrees to rent Vehicle to Renter for the following period:

Start Date/Time: \_\_\_\_\_ End Date/Time: \_\_\_\_\_

The Parties agrees that this Contract terminates upon the End Date specified above.

### Mileage Limit

Renter will obey the following mileage limit for the Vehicle:

[ ] No mileage limit

[ ] \_\_\_\_\_ miles/day

### **Rental Fees**

The Renter hereby agrees to pay the Owner for use of the Vehicle as follows:

**Vehicle Use Fee:** \$ \_\_\_\_\_ per day

**Fuel:** Renter is required to return the vehicle with the same amount of fuel that was in the car when it was received. Renter could opt to pre-pay for fuel for \_\_\_\_\_. If vehicle is not returned fueled and fuel option is not purchased you will be charged \$5.25 a gallon in addition to the refueling fee of \$25.00.

**Excess Mileage:** \$0.60 per mile

**Deposit:** \$ \_\_\_\_\_. Owner shall retain this deposit to be used, in the event of loss of or damage to the Vehicle during the term of this Agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be credited toward payment of the rental fee and any excess shall be returned to the Renter.

### **Add-On**

Beach Towel - \$5/trip (\$30 if lost/damaged)	_____
Portable WIFI Hotspot - \$15/day	_____
Prepaid Refuel - \$75/trip	_____
Beach Gear (Chair/Umbrella) - \$30/trip (\$75 if lost/broken)	_____
50Qt Cooler - \$20/trip (\$60 if lost/broken)	_____
Portable Speaker - \$10/trip (\$65 if lost/broken)	_____
Child Safety Seat (Highback Booster) - \$25/trip (\$65 if lost/broken)	_____
Child Safety Seat (Infant) - \$25/trip (\$125 if lost/broken)	_____

### **Rules and Regulations**

**Smoking:** No smoking is allowed in the vehicle; violation of this rule will cost \$250 for cleaning and up to \$2500 for repairs and restoration depending on the damage incurred.

**Pets:** No pets are allowed in the vehicle, if you were found to violate this rule you will be charged \$250 for cleanup.



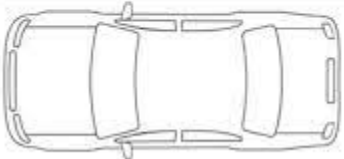

**Vehicle Care:** Please return the vehicle in the condition that it was received (washed/vacuumed). If unreasonably soiled or dirty there will be a charge of \$150.

**Tolls:** Please note that you will be responsible for any toll fees accumulated during your trip. The vehicle is already equipped with a Sunpass, and you will be billed between 7-10 days after rental is returned.

**Vehicle Use:** Please note that the vehicles are equipped with features and systems that will alert the owner to any misuse. Please treat the vehicle as if it is your own, any evidence of vehicle misuse or neglect will lead to additional charges of \$150 or more.

**Existing Damage to Vehicle**

The Parties acknowledge the existing damage to the Vehicle as notated below:

		_____
		_____
		_____
		_____
<small>shutterstock.com - 81898603</small>		_____

**Renter's Insurance**

The Renter hereby warrants to Owner that Renter possess car insurance that covers personal injury to Renter or other persons as well as the property of others.

Insurance Company: \_\_\_\_\_ Company Code: \_\_\_\_\_

Policy #: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**Indemnity**

Regardless of insurance coverage, Renter shall fully indemnify the Owner for any loss, damage, and legal actions, including reasonable attorney's fees that Owner suffers due to Renter's use of Vehicle during the term of this Agreement, including but not limited to, damage to the Vehicle, damage to the property of others, injury to Renter, and injury to others. This provision survives the termination of this Agreement.

**Owner Warranty**

The Owner represents that to the best of his knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

**Renter Warranties**

The Renter agrees that Renter will not (a) allow any other person to operate the Vehicle; (b) operate the Vehicle in violation of any laws or for an illegal purpose and that if Renter does, Renter is responsible for

all associated, tickets, fines, and fees; (c) use the Vehicle to push or tow another vehicle; (d) use the Vehicle for any race or competition, driving at excessive speeds or off-roading; (e) operate the vehicle in a negligent manner.

### **Arbitration**

In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement, the Parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Port Saint Lucie, Florida, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by Sunshine State 24/7 Rentals LLC. If the Parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Florida in the United States shall apply to the arbitration proceedings. The Parties agree that the arbitrator cannot award punitive damages to either Party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

### **Disputes and Governing Law.**

The laws of the State of Florida in the United States without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.

### **General**

This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Affiliate. No alteration or modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized Affiliate of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized Affiliate of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees. IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

#### **NOTICE TO LESSEE:**

1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ AND UNDERSTAND IT.
2. YOU ARE ENTITLED TO A COMPLETED COPY OF THIS AGREEMENT.
3. YOUR SIGNATURE INDICATES YOU HAVE READ THE ENTIRE AGREEMENT AND HAVE RECEIVED A COMPLETED COPY.

FAILURE TO RENEW THIS CONTRACT OR RETURN VEHICLE ON THE DUE DATE WILL RESULT IN THE VEHICLE BEING REPORTED AS STOLEN AND YOU MAY BE CONVICTED OF A FELONY AND BE FINED AND IMPRISONED. YOU ARE RESPONSIBLE FOR ALL COSTS INCURRED.

IN WITNESS WHEREOF, on this date the parties hereto have executed this Lease Agreement:

<hr/>		<hr/>	
RENTER		Date	Time
<hr/>		<hr/>	
SUNSHINE STATE 24/7 RENTALS LLC.	Title	Date	Time