

FACE PAGE

RA R-3092

Renter (Print)	Phone	Social Security #	Year/Make	Vehicle #
Home Address	City	State	Zip	Model
Driver's License #	State	Exp. Date	Date of Birth	Tag
Insurance Company	Policy No.	Agent	Phone	Fuel Out E 1/4 1/2 3/4 F
Employer	Title	How Long?	Supervisor	Fuel In E 1/4 1/2 3/4 F
Employer's Address	Phone	Address	Phone	
Emergency Contact	Address	Phone	Phone	

ABSOLUTELY NO DRIVERS UNDER 21 YEARS OF AGE

Additional Driver	Dr. Lic. #	State	Exp. Date	Date of Birth	Odometer	Date/Time Due In	AM	PM
Insurance Company	Policy Number	Agent	Phone	Prepaid Rent	Deposit	\$		
Additional Driver	Dr. Lic. #	State	Exp. Date	Date of Birth	Rates	Charges		
Insurance Company	Policy Number	Agent	Phone	Prepaid Rent	Miles @ ¢ per mile			

REJECTION OF UNINSURED MOTORIST PROTECTION

I (the renter) am rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance issued under this agreement, for myself and all other passengers of this vehicle. Uninsured coverage protects me and other passengers in this vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.

Collision Damage Waiver (CDW)
 ____ By initialing here you agree to purchase our CDW. **CDW does not cover all instances of damage to the Vehicle. There are exclusions.** Subject to the terms of Paragraph 5 on the reverse, your responsibility for Physical Damage to the Vehicle is limited to \$1000.

____ By initialing here you decline to purchase our CDW, and you agree to be responsible for all damage to or loss or theft of the Vehicle.

Personal Accident Insurance (PAI)
There are exclusions in the various insurance coverages. Please read the brochure carefully.
 ____ By initialing here you agree to purchase PAI, a summary of the terms of which appears in a separate brochure that you acknowledge receiving.

Personal Effects Coverage (PEC)
 ____ By initialing here you agree to purchase PEC, a summary of the terms which appears in a separate brochure that you acknowledge receiving.

Supplemental Liability Insurance (SLI)
 By initialing below you agree to purchase or decline SLI and you acknowledge receiving a separate brochure that summarizes the terms of the SLI policy. SLI does not cover all risks. **There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist coverage, no coverage for certain passengers in the Vehicle, and other exclusions.** Please read the SLI brochure carefully. **If you decline to purchase SLI, you agree that you and your personal auto insurance coverage will be primarily responsible for all damage or injury you cause to others and their property.**

SLI		PAI		PEC	
ACCEPTED	DECLINED	ACCEPTED	DECLINED	ACCEPTED	DECLINED

Authorized To Drive In

- Local 50/_____mile radius only or
- Originating State, or _____

Check Method of Payment
 ____AE ____MC ____VISA
 ____Cash ____Direct Bill ____Other

Elite Auto Rental
 405 5th Street
 Matamoros PA 18336
 888-9 FORT KNOX
 (888) 936-7856
 (570) 491-0000

By signing below, you indicate you have been given the opportunity to read this agreement prior to being asked to sign. You agree to the terms and conditions found on both sides of this Agreement. If you have presented a credit/debit card for payment of deposit or for rental charges, all rental charges, including parking and traffic violations, may be billed to said credit/debit card and your signature below is considered made on the applicable credit/debit card voucher.

X _____
 Renter's Signature

X _____
 Additional Driver's Signature

Out _____	Date/Time Due In	AM	PM
In _____	Date/Time Ext.	AM	PM
Miles Driven _____	Date/Time Ext.	AM	PM
Miles Allowed _____	Date/Time Out	AM	PM
Excess Miles _____	Date/Time In	AM	PM
	Miles Allowed		
Total time and mileage	CDW _____ @ \$ _____		
	_____ @ \$ _____		
	_____ @ \$ _____		
	_____ @ \$ _____		
Gas Charge			
Total Tax Amount			
Vehicle License Fee			
Subtotal			
_____ @ \$ _____			
_____ @ \$ _____			
_____ @ \$ _____			
Subtotal			
Total Amount Due			
Customer Pay XX	Direct Bill 1 _____	Direct Bill 2 _____	
Minus Deposit	\$		
Net Due Rental Location			
Net Due Customer			

ALL CHARGES SUBJECT TO FINAL AUDIT

Refund received by:

X _____
 Remarks:

Rental Agreement Terms and Conditions

1. **Definitions.** "Agreement" means all terms and conditions found in this form, and on the document titled Face Page. "You" or "your" means the person identified as the renter in this Agreement, each person signing this Agreement, each Authorized Driver and each person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business organization named in this Agreement that is renting the Vehicle to you. "Authorized Driver" means the renter and each additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and is at least age 21. Only Authorized Drivers are permitted to operate the Vehicle. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. "CDW" means Collision Damage Waiver. "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset. Physical Damage does not include comprehensive damage such as damage to or loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other loss not caused by collision or upset. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired times 80% of the daily rental rate. You and we agree this formula represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. **Rental, Indemnity and Warranties.** This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your 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.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the loss of it and all damage to it until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels and return the Vehicle with at least the same amount of fuel as when rented.

4. **Responsibility for Damage or Loss; Reporting to Police; Responsibility for Tolls and Traffic Violations.** You are 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 you are at fault. You are 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 not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use, Diminished Value, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying to the appropriate 3rd party all tolls, parking, traffic and toll violations, toll evasion fines, citations, other fees, penalties, forfeitures, court costs, towing, and storage charges occurring during this rental. If you fail to pay the charging entities and we pay all or part of the charges on your behalf, you will reimburse us for all such costs and, in addition, pay us an administrative fee of \$50 for each such charge.

5. **Collision Damage Waiver.** If you purchase CDW, we waive your responsibility for a portion of Physical Damage to the Vehicle. **We will not waive your responsibility if you fail to notify us and the police of any accident involving the Vehicle, if the odometer has been tampered with or disconnected, if you permit a person who is not an Authorized Driver to operate the Vehicle, or if damage to the Vehicle: (a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by an Authorized Driver under the influence of a drug or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs during the commission of a crime, other**

than a minor traffic violation; (e) occurs while carrying persons or property for hire, while pushing or towing anything, during a race, speed test or contest, or, while teaching anyone to drive; (f) results from carrying dangerous or hazardous items or illegal material; (g) occurs outside the geographic limitations indicated in this Agreement; (h) is caused by driving on unpaved roads; (i) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons or property outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by inadequately secured cargo; (l) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (m) results from your willful, wanton or reckless act or misconduct. CDW does not apply to portable devices we rent to you for use in the Vehicle such as navigation aids and child safety seats.

6. **Injury to Others; Insurance.** You are responsible for all injury, damage and loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is secondary to all 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 vehicular financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. The Policy is void if you breach this Agreement or if you fail to cooperate in a loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates coverage under the Policy.

7. **Charges. You permit us to reserve against your credit/debit card at the time of rental a reasonable amount in addition to the estimated charges.** You will pay us at or before the conclusion of this rental or on demand all charges noted on the Face Page of this Agreement, plus: (a) a mileage charge based on our experience if the odometer is tampered with or disconnected; (b) fuel and a refueling charge, if you return the Vehicle with less fuel than when rented; (c) all expenses we incur recovering the Vehicle, if it is not returned as promised; (d) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (e) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after the rental concludes; (f) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (g) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented. All charges are subject to our final audit. If errors in computation of the charges are discovered after the close of this transaction, you authorize us to correct the charges with your credit/debit card issuer.

8. **Deposit.** We may use your deposit to pay all amounts owed to us under this Agreement.

9. **Your Property.** You release us, our agents and employees from all claims for loss of and damage to your personal property or that of another person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in a 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.** The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches of this Agreement. You waive all recourse against us for criminal reports or prosecutions that we take against you that arise out of your 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 you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the Due In date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

12. **Miscellaneous.** A waiver by us of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If a provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.