

## Lakeshore Rental Agreement

1. Definition's "Agreement" means all terms and conditions found on the "face page" and in these terms and conditions. "you" or "your" means the person identified as the customer on the reverse side of this agreement, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the customers direction. You are jointly and severally bound by this Agreement. "We" "us" or "our" means the independent automotive dealer or its affiliate named elsewhere in this Agreement. "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 documents. The Vehicle may be equipped with global satellite positioning (GPS) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. This Vehicle may be a temporary substitute for a customer-owned or customer-leased vehicle that you have given us the opportunity to service or repair. "Authorized Driver" means (a) the customer (at least age 25) and the customer's spouse; (b) additional drivers listed by us in this agreement and (c) if the Customer is a business entity. Authorized Driver includes customer employees who are permissible drivers on the business entity's auto insurance policy. Authorized Drivers are the only persons permitted to drive the vehicle. Each authorized driver must be at least age 25 and possess a valid drivers license. "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. "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. "Charges" means the fees and charges that are incurred under this agreement. "Vehicle License Cost Recovery Fee" means our estimate of the average per day per vehicle portion or our total annual vehicle licensing, titling, and registration costs. "Rental Period" means the period between the time you take possession of the vehicle until the vehicle is either returned to or recovered by us and checked in by us.
2. Rental: Consideration: Indemnity and Warranties. This is a contract for rental of the vehicle offered to you. Your signature on the Face Page is acceptance of this offer and is acknowledgment that binding consideration exists as follows our opportunity to service or repair a vehicle you left with us: the financial benefits we receive from others for the service/repair work: the financial benefits we receive from others to obtain and use this vehicle as a service replacement vehicle; a fee you pay us and /or the rights and obligations of this Agreement. 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. We also have the right to monitor the vehicle though GPS or other remote tracking devices, where permitted under applicable law. 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 the agreement or your used 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. Inspection: Condition and Return of Vehicle. You must return the vehicle to our office on the date and time specified in this agreement with at least as much fuel as when rented. You also will check and maintain vehicle fluid levels, if you wish to extend the rental period you must return the vehicle to our facility for inspection and written amendment by us before the date due in. The vehicle must be returned in the same condition that you received it except for ordinary wear. If the vehicle is returned after closing hours, you remain responsible for all damage to or loss of the vehicle until we inspect it on reopening for business. All charges may continue to accrue until the return location opens for business. You must obtain our prior approval before servicing the vehicle or replacing parts or accessories. You grant us, our agents, assigns and each person with a financial interested in the vehicle the right to inspect the vehicle during this rental.
4. Responsibility for Damage or Loss: Reporting to Police: You are responsible for theft of the vehicle and damage to it whether or not you are at fault. You are responsible for damage to the vehicle caused by weather, road conditions and acts of nature. Subject to the law in the jurisdiction where the vehicle was rented, your responsibility will include: (a) all physical damage to the vehicle measured as follows: (i) if we determine that the vehicle is a total loss, the fair market value of the vehicle, less salvage (ii) if we determine that the vehicle that the vehicle is repairable: (A) the difference between the value of the vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus diminished value: (b) Loss of Use, which shall be measured by multiplying the daily vehicle rate either by the actual or estimated number of days from the date the vehicle is damaged until it is replace or repaired, which you agree represents a reasonable estimate of loss of used damages and not a penalty. The estimated number of days of loss of use shall be calculated as follows (assuming that all loss of used begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the vehicle for repairs. Loss of use shall be payable regardless of whether we had other vehicles in our fleet to rent, the vehicle would have been used but for the damage, or we suffered lost profits as a result of the damage; (c) an administrative fee. Calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50; \$251-\$500=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; \$2501+damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this agreement or collection of charges, including attorney's fees, collection fees, and costs whether or not litigation is commenced. You are also responsible for missing or damaged equipment, vehicle documents, vehicle keys, headphones, remote, etc. You must report all vehicle accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
5. Prohibited Uses. The following uses of the vehicle are prohibited and constitute material 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 drivers 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) for an illegal purpose or in the commission of a crime; (e) to carry persons or property for hire; (f) to push or tow anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States; (j) on an unpaved

surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you 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; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; or (p) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the vehicle. Smoking is not permitted in the vehicle. Prohibited use of the vehicle violates this agreement and voids all liability and other insurance coverage (where permitted by law).

6. **Insurance.** You are responsible for all damage or loss you cause to others. You agree to maintain automobile insurance during the term of this rental agreement which provides to the owner, to us and to you, the following primary coverage: (a) bodily injury and property damage liability coverage; (b) personal injury protection, no-fault or similar coverage where required; (c) uninsured/underinsured coverage where required, and (d) Comprehensive and collision damage coverage extending to the vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss coverage, you hereby select the minimum limits required by the financial responsibility laws of the state where the loss occurs. Where permitted by law, by signing this agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages. Where we are required to provide such coverage, you hereby select the minimum limits required by law. Because you are providing auto insurance, we are not. In states where the law requires us to provide insurance, your insurance will be primary. Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collective insurance whether primary, secondary, excess or contingent. Our insurance policy contains exclusion, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurance if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Engaging in a prohibited use described in paragraph 5 or any other material breach of this agreement will void any insurance coverage.
7. **Charges.** You permit us to reserve or set aside against your payment card at the time of rental a reasonable amount in addition to the estimated total charges. We may use the reserve to pay all charges. We will authorize the release of any excess reserve or set aside upon the completion of your rental, and your payment card issuer's rules will apply to your credit line or your account being credited for the excess and may not be immediately released by your card issuer. You will pay us all charges, including (a) \$50 or the maximum amount permitted by law, whichever is greater. If you pay us with a check returned unpaid for any reason: (b) all expenses we incur recovering the vehicle if it is not returned to the renting location on the date and time promised: (c) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this agreement: (d) a 2% per month late fee on all charges due us that are not paid when due: (e) a reasonable fee rented (g) a mileage charge based on our experience if the odometer is tampered with and (h) towing, storage charges. Tolls, violations, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the vehicle during this rental.
8. **Your Property:** You release us, our agents, and our employees from all claims for loss of or damage to personal property that was left with us or carried in the vehicle. If you fail to claim property left in the vehicle for more than 10 days, we may dispose of that property in a manner we choose.
9. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion and other fines, fees, and penalties (each a "Violation") assessed against you, us or the vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a toll or violation, you will pay us or a processing firm ("processor") of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a processor for processing and billing purposes. If we or the processor pay a toll or violation, you authorize us or the processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.
10. **Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to our affiliates or third parties in connection with our enforcement of our rights under this agreement.
11. **Miscellaneous.** No term of this agree can be waived or modified except by a writing that we have signed or on a form that we provide. This agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the use of the vehicle are void. 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. You waive all recourse against us for criminal prosecutions we take against you for breach of this agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise our rights under this agreement does not constitute a waiver of another provision of this agreement. Unless prohibited by law, you release us from all liability for consequential, special or punitive damages in connection with this transaction or the reservation of a vehicle. If a provision of this agreement is deemed void the remaining provisions are valid and enforceable.

**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. Renter is responsible for all travel/transportation arrangements if rental car damage is due to customer or accident.**

\_\_\_\_\_ (Renter Signature)

\_\_\_\_\_ (Date Signed)

**Your signature above indicates that you have read, understand, and agree with the Policies and Procedures found on the Lakeshore Rental Agreement.**