

RENTAL AGREEMENT JACKET TERMS AND CONDITIONS

Renter agrees by Renter's signature on the digital tablet, computer or paper copy (hereinafter referred to as the "Rental Agreement Summary") that Renter has read, is aware of, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement Jacket and in the Rental Agreement Summary (the Rental Agreement Summary and Rental Agreement Jacket shall be referred to collectively as the "Agreement" herein), hereof for the Rental Period whether or not subsequent Agreements are executed by Renter or if Owner assigns a new Agreement number during the Rental Period for the purpose of invoicing Renter. Renter agrees that electronic signatures have the same force and effect as manual signatures. Renter expressly acknowledges that Renter and Owner are the only parties to this Agreement, notwithstanding that a reservation for Vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from this Agreement, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information. This Agreement, is the entire Agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

1. Definitions: For the purposes of this Agreement, the following terms are specifically defined:

a. **"Additional Authorized Driver(s)" (AAD(s))** means any individual in addition to Renter who is permitted by Owner to operate Vehicle. This includes individuals identified on the Rental Agreement Summary as ADDITIONAL AUTHORIZED DRIVER(S), and with the permission of Renter, includes Renter's spouse or domestic partner (same or opposite sex) who meets the minimum rental age and holds a valid license;

b. **"Optional Accessories"** means but is not limited to optional child seats, global positioning systems, ski racks, toll transponders and/or other products accepted by Renter.

c. **"Owner"** for the purposes of this agreement means "OWNER OF VEHICLE" shown on the Rental Agreement Summary;

d. **"Rental Period"** means the period between the time Renter takes possession of Vehicle until Vehicle is returned or recovered and in either case, checked in by Owner.

e. **“Renter”** means the person, or entity identified on the Rental Agreement Summary as “RENTER”;

f. **“Vehicle”** means the “ORIGINAL VEHICLE” or any replacement vehicle(s).

2. Ownership/Vehicle Condition/Warranty Exclusion. Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its affiliate, even if owned, registered or titled to a third party. Renter is not an agent of Owner and has no authority to bind Owner. Renter agrees Renter received Vehicle and any Optional Accessories in good physical and mechanical condition. RENTER IS TAKING POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES “AS IS” AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees not to alter Vehicle or any Optional Accessories. If Renter or AAD(s) determines Vehicle or any Optional Accessories is unsafe, Renter or AAD(s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

3. Payment by Renter.

a. For items designated as either “/hour”, “/day”, “/week” or “/month” on the Rental Agreement Summary:

(1) “/hour” is 60 consecutive minutes or any portion thereof beginning at the start time of the rental.

(2) If “day = 24 hour period”, “/day” is each consecutive 24 hours beginning at the start time of the rental.

(3) If “day = calendar day”, “/day” is each consecutive full or partial day of the week.

(4) “/week” is 7 consecutive 24 hour days beginning at the start time of the rental.

(5) “/month” is 30 consecutive 24 hour days beginning at the start time of the rental.

(6) Unless expressly modified on the Rental Agreement Summary, all charges are for a minimum of 1 day.

b. Renter shall pay Owner, its affiliates or agents amounts as set forth on the Rental Agreement Summary for:

(1) The hour, day, week and month charges on the Rental Agreement Summary for the Rental Period. The “/hour” charge if shown on the Rental Agreement Summary shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Branch Address on the Rental Agreement Summary, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter’s responsibility.

(2) The mileage charge per mile for all miles exceeding any free miles set forth on the Rental Agreement Summary permitted for the Rental Period.

(3) The Optional Accessories, services and/or products charges for those items accepted by Renter.

(4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle.

(5) The optional Tollpass Service accepted by Renter provides for the daily rental of a toll collection transponder or, in some states, the use of a pre-installed device or video-monitored toll collection services. In addition to the daily charge for the Tollpass Service, Owner, its affiliate or a third party may separately charge Renter’s credit or debit card (or bill Renter, as applicable, for cash rentals) for each toll (or other charge) incurred using the transponder, pre-installed device or video monitored service during the Rental Period within the Tollpass service area at the higher of the applicable toll authority’s cash toll rate or highest undiscounted toll rate. Renter expressly authorizes Owner or its affiliate to transfer to a third party: Renter’s name, address, credit/debit card information, and other data necessary to enable the collection of all such amounts. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties see Paragraph 3.(c).(4.).

(6) The fuel charge at the rate shown. If based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner’s estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. Renter shall not receive a refund or credit if Vehicle is returned

with more fuel than when Renter received it. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit for any unused fuel.

(7) The one way fee (for returning to a predetermined location other than the Branch Address on the Rental Agreement Summary), fees for AAD(s) and/or fees based on Renter or AAD(s) age.

(8) The other fees and charges (none of which are taxes) including but not limited to:

(a) Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge (CFC) which is required to be paid by Owner or collected from Renter in connection with this rental, for the construction, financing, operation and/or maintenance of the consolidated rental car facility, other airport facilities, and / or transportation related facilities,

(b) The Concession Fee Recovery, Concession Fee Recoupment, or similarly designated charge (CONC REC) which is Owner's charge to recover the concession fees paid by Owner to an airport's owner or operator in connection with this rental; and

(c) The Facility Fee Recovery (FAC REC) which is Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the owner, operator or agent of the location being serviced by Owner for this rental or to the owner, operator or agent of the location of the Branch Address on the Rental Agreement Summary; and

(d) The Florida State Rental Car Surcharge (SC REC) which is the Florida State Rental Surcharge imposed by the state;

(e) Waste Tire and Battery Recovery (TIRE FEE) which is a recovery of the Waste, Tire and Lead-Acid Battery Fee paid by the Owner and

(f) The Vehicle License Fee Recovery (VLF REC) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register and plate all vehicles in its rental fleet registered in Florida. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

(g) The AIRPORT SECURITY FEE (SEC FEE) which is Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the

owner, operator or agent of the location being serviced by Owner for this rental or to the owner or operator of the location of the Branch Address on the Rental Agreement Summary.

(h) The Privilege Fee Recovery Charge (PRIV FEE RECOV CHG) which is Owner's charge to recover the concession fees paid by Owner to an airport's owner or operator in connection with this rental.

c. Additional Obligations of Renter – Unless prohibited by law, Renter shall pay Owner, its affiliates or agents:

(1) If Renter returns the vehicle to a location other than the designated return location a vehicle recovery fee, unscheduled one way fee or drop charge which shall be no more than the greater of: a) \$3,000.00; b) \$1.50 per mile between return location and original rental office; or c) Owner's adjusted daily, weekly or monthly rate applicable on the date of return.

(2) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 7), to the extent DW, as described in paragraph 17, or RAP, as described in paragraph 20, do not apply.

(3) A fee to clean the Vehicle's interior upon return if there are excessive stains, pet hair/fur, trash, odors or other soilage.

(4) All fines, costs, charges and attorneys' fees paid or to be paid by Owner, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Renter consents to the payment of all Fines, Tolls and Violations by Owner, its affiliates or a third party on Renter's behalf without advance notice thereof and acknowledges that such payment may prejudice Renter's ability to contest Fines, Tolls and Violations with the applicable authority. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Renter for any such Fines, Tolls and Violations. In addition, Owner, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any violations and tolls and their administration.

(5) A Tollpass convenience charge (TCC) (where available) of up to \$5.00 per day of Rental Period for each day Vehicle is operated on a Tollpass Automatic Service covered road and Vehicle operator does not pay an applicable toll. Total TCC charges will not exceed \$25.00 per Rental Period. To avoid the TCC, Renter may (i) use toll-free roads and bridges, (ii) pay tolls with cash (where applicable), or (iii) use any of the other methods described in our toll brochures and at www.inmotionmobility.com

(keyword “tolls”), which vary by toll road/bridge. In addition to the TCC, Owner or a third party may separately charge Renter’s credit or debit card for each toll not paid by Vehicle operator incurred during the Rental Period at the higher of the applicable toll authority’s cash toll rate or highest undiscounted toll rate. A current listing of TCC Covered Roads is available upon request, at “www.htallc.com/tollpass” or (877) 765-5201. Operation of Vehicle on a roadway or bridge not covered by TCC where applicable tolls are not paid may subject the Renter to fines, costs and fees see Paragraph 3.c.(4.) above. **RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATE TO TRANSFER RENTER’S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL TOLLS AND ASSOCIATED CHARGES INCURRED DURING THE RENTAL PERIOD.**

(6) A late charge of 1% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

(7) The taxes, fees and other mandatory charges imposed by states, counties and other governmental authorities.

(8) All expenses incurred by Owner in the collection of amounts due Owner under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition, including attorneys’ fees, Owner’s administrative fees, and any other costs or expenses incurred by Owner.

d. Agreements and acknowledgements regarding payment cards –

(1) IF A CREDIT CARD OR DEBIT CARD IS PRESENTED AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF OWNER INITIATES ANY CHARGE THAT IS DISHONORED, RENTER AUTHORIZES OWNER TO RE-INITIATE SAID CHARGE WITHOUT FURTHER AUTHORIZATION FROM RENTER.

(2) The authorization or deposit amount on the Rental Agreement Summary will be taken by Owner as an authorization or sale. Such funds will not be available for use by Renter until after Vehicle is returned. One or more incremental authorizations and/or deposits may be taken during the Rental Period if Renter incurs additional charges.

(3) Renter acknowledges final amounts charged to Renter's card may exceed amounts shown on the Rental Agreement Summary, if Renter incurs charges not included in such amounts.

e. Owner will attempt to refund Renter any amount collected from Renter that exceeds the aggregate of all of Renter's obligations to Owner within 20 business days after Owner has confirmed the full extent of such obligations. For payments made by cash, check or money order, any such excess will be refunded by check.

All amounts are subject to final audit by Owner.

4. Prohibited Use and Termination of Right to Use.

a. Renter agrees to the following limits on use:

(1) Vehicle shall not be driven by any person other than Renter or AAD(s) without Owner's prior written consent.

(2) Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training.

(3) Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property UNLESS:

i. Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated; and

ii. Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state or municipal laws, ordinances or regulations.

(4) Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.

(5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.

(6) Renter shall not remove any seats from Vehicle.

(7) Vehicle shall not be driven by any person impaired or under the influence by the use of narcotics, alcohol, intoxicants, or drugs, used with or without a prescription.

(8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jam, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.

(9) Vehicle shall not be driven on an unpaved road or off-road.

(10) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use or operation of Vehicle.

(11) Renter shall not transfer or assign this Agreement and/or sublease Vehicle.

(12) Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

(13) Vehicle shall not be used for testing Vehicle's technological components or capabilities.

b. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before return date to the address stated on the Rental Agreement Summary or on Owner's demand and in same condition as received, ordinary wear and tear excepted. Extensions to Rental Period are at Owner's option.

c. In the event of any violation of the limits on use or any other provision of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.

d. If Renter or AAD(s) continues to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen. Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice. Renter remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 3.

Any use of the vehicle in a manner prohibited in this paragraph shall, to the extent permitted by applicable law, void Personal Accident Insurance/Personal Effects Coverage (PAI/PEC), and Supplemental Liability Protection (SLP).

5. Roadside Assistance. For roadside assistance in the U.S. and Canada call (877) 246-0979 and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to Renter.

6. Accidents. Damage to, loss or theft of Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter and AAD(s) shall cooperate fully with Owner and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR.

7. Damage to, Loss, Modification or Theft of, Vehicle, Optional Accessories and Related Costs. Except to the extent restricted, modified or limited by State law, Renter accepts responsibility for damage to, loss, modification or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate (including any Car Class Change) on the Rental Agreement Summary; (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate on the Rental Agreement Summary. Renter also agrees to pay: (a) an administrative fee of \$50.00 when the repair estimate is less than \$500.00 or \$100.00 when the repair estimate is between \$500.00 and \$1,500.00 or \$150.00 if greater than

\$1,500.00; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499.99. If Vehicle is returned during non-business hours or to any place other than Branch Address on the Rental Agreement Summary, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. Renter agrees to pay any taxes, fees and other mandatory charges imposed by states, counties and other governmental and/or airport authorities. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL DW.**

8. Responsibility to Third Parties. Owner or its affiliate complies with applicable motor vehicle financial responsibility laws as an insured, self-insurer, bondholder, or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law or this Agreement, neither Owner or its affiliate extends any of its motor vehicle financial responsibility or provides insurance coverage to Renter, AAD(s), passengers or third parties through this Agreement. If liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable state motor vehicle financial responsibility law, then Owner or its affiliate as the case may be extends none of its motor vehicle financial responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of this Agreement and if Owner or its affiliate is obligated to extend its motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's or its affiliate's obligation is limited to the applicable state minimum financial responsibility amounts. Unless required by law, Owner's or its affiliate's financial responsibility shall not extend to any claim made by a passenger while riding in or on or getting in or out of Vehicle. Financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. **SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP.**

9. Indemnification by Renter. Renter shall defend, indemnify and hold Owner or its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner and/or its affiliate(s) in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner or its affiliate(s) for all such losses. This obligation may be limited if Renter purchases optional DW and/or optional SLP to the extent DW and/or SLP applies. **SEE PARAGRAPHS 17 AND 18 FOR MORE INFORMATION ON OPTIONAL DW AND OPTIONAL SLP.**

10. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, Owner or its affiliate do not provide Personal

Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Owner or its affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law. If Owner or its affiliate is required by law to provide PIP, Owner and any affiliate will be entitled to all defenses and the maximum reduction of payments afforded under Florida statute 627.736, et. seq. Furthermore all parties seeking such PIP benefits must fully cooperate with Owner, its affiliate(s) and its representatives. All parties seeking PIP or UM/UIM benefits, including their purported assignors, must complete an Application for PIP Benefits on a form provided by Owner as soon as practicable following the alleged loss. Furthermore, all parties seeking PIP or UM/UIM benefits, including their purported assignors, must fully cooperate with Owner and its representatives in its investigation into the loss. Such cooperation includes, but is not limited to, the obligation to submit to an Examination Under Oath, Independent Medical Examinations, as well as the provision of recorded statements and written statements. Cooperation with Owner's and its affiliate's investigation is a condition precedent to receiving PIP benefits from Owner or its affiliate. Notice Pursuant to F.S. 627.736(5)(a)5, Owner, on behalf of itself and any applicable affiliate, hereby places all potential Personal Injury Protection (PIP) claimants on notice, per the terms of Florida's No-Fault Law, that Owner and any applicable affiliate will limit payment pursuant to the schedule of charges specified in paragraph (5)(a)1 of F.S. 627.736.

11. Personal Property. Owner is not responsible for any damage to, loss or theft of, any personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. Owner is not liable for and Renter shall defend, indemnify and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passengers failure to remove any personal property, including but not limited to data or records of Renter or Renter's passengers downloaded or otherwise transferred to Vehicle. Owner is not responsible for and Renter releases Owner from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data or records from Vehicle. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. **SEE PARAGRAPH 19 FOR INFORMATION ON OPTIONAL PAI/PEC.**

12. Use in Mexico, Florida. Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent, DW, PAI/PEC and SLP do not apply to accidents or events that occur in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and approved by Owner, prior to taking Vehicle into Mexico.

13. Third Party Proceeds. If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under this Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee might exceed or be less than: the normal "/day" charges as calculated under this Agreement; or the per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

14. Power of Attorney. Renter hereby grants and appoints to Owner a Limited Power of Attorney:

- a. To present insurance claims of any type to Renter's insurance carrier and/or credit card company if:
 - i. Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or
 - ii. Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims;
- b. To endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

15. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

A waiver by us of any breach of this Agreement is not a waiver of any 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 any 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 any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

16. Limitation of Remedy/No Consequential Damages. Limitation of Remedy/No Consequential Damages. If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. **RENTER AND AAD(s) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(s). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(s).** Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

17. Damage Waiver.

DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF DW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT VEHICLE.

Renter may purchase Damage Waiver (DW) from Owner for an additional fee. If Renter purchases DW, Owner agrees, subject to the actions that invalidate DW listed below, to contractually waive Renter's damage responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to lost or damaged keys, key fobs, transponders, Optional Accessories, or any liability imposed by law. DW does not apply to damage occurring in Mexico.

When deciding whether or not to purchase DW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

THE FOLLOWING SHALL INVALIDATE DW:

a. if Vehicle is damaged when used or driven:

(1) by any person other than Renter or AAD(s) without Owner's prior written consent;

(2) by any person if there is reasonable evidence the driver was impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;

(3) by any person committing a felony or otherwise engaged in a criminal act;

(4) in a race or speed contest;

(5) to tow or push anything;

(6) under authority of any driver's license that is suspended, revoked, invalid or does not belong to the driver;

(7) to transport persons or property for hire;

(8) in a wanton or reckless manner or if Vehicle is deliberately damaged;

(9) on an unpaved road or off road;

(10) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or

b. if Renter misrepresents facts to Owner pertaining to rental, use, or operation of Vehicle; or

c. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or

d. if Renter fails or refuses to provide Owner, police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any accident or vandalism; or

e. if Vehicle is stolen and Renter fails to do any of the following:

- (1) return the original ignition keys and Owner's key tag identifying Vehicle;
- (2) file a police report within 24 hours after discovering the theft;
- (3) cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft;
- (4) ensure that Vehicle's ignition is turned off at the time Vehicle is stolen.

18. Optional Supplemental Liability Protection.

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

SLP Benefits:

Optional Supplemental Liability Protection (SLP) provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Rental Agreement Summary is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$1,000,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Agreement. The policy does not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLP, Including UM/UIM benefits is provided only when Renter or any ADD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the vehicle. SLP is available for an additional charge as stipulated on the Rental Agreement Summary.

SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

(a) Loss arising out of an accident which occurs while Renter or AAD(s) is under the influence of alcohol or drugs, or other substances unless prescribed by a physician; (b) Loss arising out of bodily injury or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household; (c) Loss arising out of the operation of Vehicle by any driver who is not Renter or AAD(s); (d) Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state; (e) Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state; (f) Bodily injury to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by Renter or AAD(s); (g) Property damage to property transported or in the care, custody or control of Renter or AAD(s); (h) Damage to Vehicle; (i) Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information; (j) **Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Agreement.**

Report SLP Claims to: Xchanging, P.O. Box 94950, Cleveland, OH 44101-4950

Phone: 1-888-515-3132 Fax: 1-216-617-2928

19. Optional Personal Accident Insurance/Personal Effects Coverage

PURCHASE OF PERSONAL ACCIDENT INSURANCE & PERSONAL EFFECTS COVERAGE (PAI/PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI & PEC POLICIES. UPON REQUEST, A COPY OF THE POLICIES ARE AVAILABLE FOR REVIEW. PAI & PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S OR TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PAI & PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. EMPLOYEES, AGENTS OR ENDORSEES OF VEHICLE OWNER (AS DEFINED IN THE AGREEMENT) ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S INSURANCE.

PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PEC insures the personal effects of Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle. PAI & PEC are available for an additional charge as stipulated on the Rental Agreement Summary of the Agreement. "Renter" is the person who signs the Rental Agreement Summary as Renter.

PAI Benefits: Renter Passenger

Accidental Death, Not to exceed \$175,000 \$17,500

Accident Medical Expenses, Not to exceed \$2,500 \$2,500

Accident Ambulance Expense, Not to exceed \$250 \$250

Accident Aggregate, not to exceed \$225,000 per accident.

The above PAI benefits for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying or operating Vehicle shall be considered a "Passenger" for the purposes of PAI benefits.

PEC Benefits:

NOTE: PEC available at select locations.

\$750 per person; \$2,500 maximum coverage for all covered individuals during the Rental Period.

PEC benefits apply to personal effects belonging to Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle.

PAI & PEC Exclusions:

PAI shall not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the

influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a prearranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if Renter converts Vehicle or during any period Renter is in violation of the Agreement. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date.

PEC shall not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. **THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.**

20. Roadside Assistance Protection.

When deciding whether or not to purchase ROADSIDE ASSISTANCE PROTECTION (RAP), you may wish to check to determine whether, you have other coverage or protection for such services.

ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE. THE PURCHASE OF ROADSIDE ASSISTANCE PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase RAP from Owner for an additional fee. If Renter purchases RAP, Owner agrees to contractually waive Owner's right to collect from Renter for the following services: (i) flat tire replacement (if no inflated spare is available, Vehicle will be towed) but the cost of a replacement tire is not waived, (ii) lockout service (if keys are locked inside Vehicle), (iii) Vehicle jumpstart, and (iv) fuel delivery for up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel. RAP does not waive any charges incurred in Mexico.

21. Collection and Use of Vehicle Data. Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and

performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit In Motion Mobility, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.inmotionmobility.com.

22. Headings. The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

23. Text & Call. By signing the Rental Agreement Summary, Renter agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Owner or Owner's representative to contact Renter at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Renter's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 26, below.

24. Rental, Indemnity This is a contract for the 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.

25. Choice of Law. All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where this Agreement is executed by Renter without giving effect to the conflict of laws and/or provisions of such State.

26. Dispute Resolution Provision - Mandatory Arbitration Agreement: RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS

RELATING TO OWNER'S PRODUCTS AND SERVICES, CHARGES, ADVERTISINGS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "RENTER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF RENTER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "OWNER" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Renter only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Renter or any AAD or the application of Owner's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. If Owner and Renter do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Renter or by Owner that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due

consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.

(2) **Arbitrator's Authority:** The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.

(3) **Arbitration Costs:** Renter will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Renter would incur if the claims were filed in court. Owner will be responsible for all additional arbitration fees. Renter is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Renter will not be required to reimburse Owner for any fees unless the arbitrator finds that the substance of Renter's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Owner may seek reasonable attorney's fees. Owner will pay all fees and costs it is required by law to pay.

(4) **Governing Law and Enforcement:** Notwithstanding anything in paragraph 24, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

27. Customer Privacy. The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at www.inmotionmobility.com/about/privacyPolicy.html, which may be amend-ed from time to time and which is incorporated herein by reference. Questions regarding

privacy should be directed to: info@inmotionmobility.com; 1 (786) 534-2046 or In Motion Mobility 2299 NW 108 Avenue Sweetwater, FL 33177

28. Customers with Disabilities. For customer service equipment inquiries related to customers with disabilities, please call

1(786) 534-2046, email info@inmotionmobility.com Form#073541424355FL-JK_UC19