



Rental Agreement Terms and Conditions

This agreement ("Agreement") is for the rental of the vehicle ("Car") described on the front-side of the first page ("Front") including all of the vehicle's parts. This agreement is between the person signing it ("You") and the independent Hertz systems Inc. licensee, Preferred Rentals Inc. ("Hertz"). Both parties acknowledge that this Agreement consists solely of all the terms written or printed on both this page and the Front.

1. NATURE OF THIS AGREEMENT

This agreement is solely for the purpose of creating a bailment that allows You to use the Car as permitted by this Agreement. You acknowledge that the Car is owned by Preferred Rentals, Inc. (Hertz). No one other than Hertz may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorized Operators are agents of Hertz. No one may service or repair the Car without Hertz's prior express approval. Hertz makes no express or implied warranties, including any warranty of merchantability, or that the Car is fit for any particular purpose.

2. WHO MAY OPERATE THE CAR

You and those persons designated by You who have signed an Additional Authorized Operator form at the time of rental ("Authorized Operator(s)") may operate the Car. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car. All Authorized Operators must be at least 25 years old and have a valid driver's license from a jurisdiction acceptable to Hertz. Other qualifications may have an effect at the time and place of rental.

3. YOUR RESPONSIBILITIES

Ordinary wear excepted. You must return the Car to Hertz in the same condition it is in when You receive it. You must return the Car to Hertz by the due date specified on the Front or sooner if demanded by Hertz. In no event may You keep the Car for more than 30 days, unless authorized in writing by Hertz. If You do not return the Car when required by this agreement, then after Hertz sends You a written demand to return it, sent to Your address on the Front or otherwise provided to Hertz, Hertz may at Your expense, recover the Car where and when it is found. If the Car is found illegally parked, apparently abandoned, or is used or obtained as prohibited under paragraph 5 of this agreement, Hertz may recover the Car without demand. To the extent permitted by law, You waive any right to any hearing or to receive any notice or legal process, as a pre-condition for Hertz recovering the Car. Any vehicle mechanical problems should be reported at once. We will promptly switch vehicles with You; no credit will be given on problems not reported in advance.

4. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR

If the Car is used as permitted by the terms and conditions of this agreement, the following apply:

- You are responsible for any and all loss of or damage to the Car resulting from any cause regardless of fault.
- Your responsibility will not exceed the full value of the Car at the time it is lost or damaged, less its salvage value, plus actual towing, storage and impound fees, and a reasonable charge for loss of use.
- You are responsible for any loss or damage to the Car resulting from accidental fire or acts of nature.
- If, at the beginning of the rental, You accept the optional Collision Damage Waiver ("CDW") for \$18.90/day, which is not insurance, Hertz will not hold You responsible for accidental vehicle damage repair costs in excess of \$500 due to collision or upset unless such damage results from a prohibited use of the Car. A written description of the operation of CDW protection is available from the Hertz agent at the time of rental, and You are urged to obtain a copy.

5. PROHIBITED USES OF THE CAR

Any use of the Car as prohibited below will breach this agreement, will avoid any limitation of Your responsibility under paragraph 4 and make You fully responsible for actual and consequential damages, costs, and attorney's fees resulting from that breach. To the extent permitted by law, CDW, PAI, and all liability protection will also be void.

Under this agreement You and/or any Authorized Operator may not:

- Permit the use of the Car by anyone other than an Authorized Operator;
- Intentionally destroy, damage, or aid in the theft of the Car;
- Take or attempts to take the Car anywhere off St. Croix, US Virgin islands;
- Engage in any willful or wanton misconduct, which among other things, may include reckless conduct such as: to carry persons or property for hire, use when overloaded, on beach, off-road or on unpaved roads that are not regularly maintained, or leaving the Car and failing to remove the key or close and lock all doors, close all Car windows and the trunk, and the Car is vandalized or stolen;
- Use or permit the use of the Car by anyone: 1) Under the influence of alcohol or drugs; 2) For any purpose that could properly be charged as a crime, such as the illegal transportation of persons, drugs, or contraband; 3) To tow or push anything; 4) In a speed test or contest; 5) In driver training activity; or 6) If the Car has been obtained from Hertz by fraud or misrepresentation

6. PAYMENT OF CHARGES

You and any person to whom with Hertz's consent, You expressly direct the charges ("Charges") in any way incurred under this agreement to be billed, are jointly and severally responsible for payment of all Charges; however, You are ultimately responsible for the payment. You represent that You are authorized to direct charges to be billed to that person. Charges not paid on time, as required by the Agreement, maybe subject to a late payment fee. You may also be charged a fee for any check used for payment of Charges that is returned to Hertz unpaid. Payment for all Charges is due at the completion of the rental. The charges shown on the return record are not final and are subject to recalculation. You agree to pay any under-charges, and You will receive a refund for any over-charges discovered upon review. The payment of the Charges by use of a credit card is governed by the terms of Your agreement with the card issuer. If You use a credit card to pay for charges, You authorize Hertz to reserve credit with the card issuer at the time of rental in a reasonable amount that is at least equal to all estimated charges and to process an appropriate voucher for all charges at the completion of the rental. Hertz may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit card, You authorize Hertz to correct the Charges with the card issuer. Hertz will notify You of any correction.

7. COMPUTATION OF CHARGES

A. Time charges are computed at the rates specified on the Front. The minimum rental Charge is for one rental day. Rental days consist of consecutive 24-hour periods starting at the time the rental begins. The extra-hours rate shown on the Front is charge for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Front. Extra hours are charged if the Car is returned 30 minutes or more beyond the start of a new rental day. If You fail to comply with any conditions specified in the Front applicable to special rates, Hertz's otherwise applicable rental rates will

be charged. Any eligible coupons, vouchers, or discount cards that You wish to apply to the rental of the Car must be presented before the rental agreement is signed in order to be honored. Any discounts, special rates, or credits set forth in such coupons, vouchers, or discount cards must be applicable to this location and shall be applicable for the date and/or time periods indicated. Extra days will be charged at the regular daily rate.

B. Mileage is unlimited at no additional charge.

- A \$25 service charge will be applied if You return the Car at any location other than location from which it is rented. Additional charges may be applied for other supplementary services You request.
- Collision Damage Waiver (CDW) and Personal Accident Insurance (PAI), if applicable, are due and payable in full for each full or partial rental day, at the rate specified on Front.
- Government fees are charged at the rate payable by Hertz on account of the use of the Car and airport fee is applied to the direct and indirect costs associated with the airport concession and its operation.
- Recovery expense consists of all costs of any kind incurred by Hertz in recovering the Car either under this agreement, or if it is seized by government authorities as a result of its use by You or any Authorized Operator or with the permission of any of You.
- Collection expense consists of all costs of any kind incurred by Hertz in collecting charges from You or the person to whom they are to be billed including, but not limited to, all attorney's fees and court costs.
- A late payment fee of 1 1/2% monthly will be applied to any balance due for Charges that are not paid within 30 days of Hertz's mailing an invoice for such Charges to You or the person to whom they are to be billed. Such invoice maybe mailed either to You or to their address specified at the time of rental, or Your or their billing address on file with Hertz.
- Fines and other expenses include, but are not limited to, fines, penalties, attorney's fees and court costs assessed against or paid by Hertz resulting from the use of the Car by You or any Authorized Operator or with the permission of any of You, plus additional \$25 administrative fee per incident. You and all Authorized Operators authorize Hertz to release any information in its possession regarding You and all Authorized Operators to any court or government agency.
- Key and tire repair package maybe purchased as an option to cover lost keys, flat or ruined tires during the time of rental for a cost of \$3.95 per day. If You decline this coverage and such damage should occur, You will be charged a fee for each tire replacement based on the class of vehicle and the actual cost to replace the key.

8. FUEL AND SERVICE CHARGE

Unless You have selected the prepaid fuel option on the Front, You are required to return the Car with at least the same amount of fuel as when You received it. If You choose not to refuel the Car, Hertz will provide the service of refueling it. Hertz will charge You for the service at the applicable rate specified on the Front. The fuel level estimate is made by using the manufacturer's specified tank capacity for the Car then determining the capacity of the portion of tank that is empty, as indicated by the car's fuel gauge.

9. RESPONSIBILITY OF PROPERTY

Hertz is not responsible for any damage to or loss of Your or anyone else's property, regardless of cause, except if it results solely from the negligence or intentional wrongful acts or omissions of Hertz. This includes, but is not limited to, property left in the Car, or in any other vehicle, or on Hertz's premises. You and any other Authorized Operators release Hertz, its agents and employees from any claim for loss of damage to Your or anyone else's property. If anyone makes a claim against Hertz for any such loss that is claimed to be in any way connected with this rental, You and any Authorized Operators agree to hold Hertz harmless from such claim.

10. LIABILITY PROTECTION AND INDEMNIFICATION OF HERTZ

If there is any insurance that applies to the use or operation of the Car other than any required to be carried by Hertz then, to the extent permitted by law, it is agreed that such insurance will be primary any insurance carried by Hertz will be secondary and excess only. In no event shall the insurance carried by Hertz provide coverage in excess of \$10,000 bodily injury/\$20,000 per occurrence/\$10,000 property damage. You understand that any insurance carried by Hertz on the Car is for the benefit of third parties who suffer injury or property loss as a result of an accident involving the Car and is not intended to benefit You or any other Authorized Operator. If for any reason a claim is paid under the insurance carried by Hertz, You agree to indemnify Hertz and/or the company issuing such insurance against the amount of such claim and promptly to repay to them all sums paid under such insurance.

11. ACCIDENTS THEFT AND VANDALISM

You must promptly and properly report any accident, theft, or vandalism involving the Car to Hertz and to the police. If You or any Authorized Operators receive any papers, document, or information relating to such an incident, they must be promptly given to Hertz. You and any Authorized Operators must cooperate fully with Hertz's investigation of such incident and defense of any resulting claim. Failure to cooperate fully may void all liability protection, PAI, and CDW. You and any Authorized Operators authorize Hertz to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurred, and waive any right to object to such jurisdiction.

12. NON-LIABILITY TO YOU

Hertz will not be liable to You or any Authorized Operators for any indirect, special, consequential damages arising in any way out of any matter covered by this agreement.

13. WAIVER OR CHANGE OF TERMS

No term of this agreement may be waived or changed, except in writing signed by an expressly authorized representative of Hertz. Rental representatives are not authorized to waive or change any term of this agreement.

14. YOUR INSURANCE You must be aware of any credit card or personal insurance You may have for rental vehicles. Your insurance will provide primary coverage. We offer CDW, PAI, and a Key & Tire Package for purchase.

15. IN THE EVENT OF AN AIRPORT CLOSING due to weather, etc., You have the option of returning the vehicle prior to closing. If You choose to keep the vehicle until the airport reopens; You will be responsible for any damage that may occur; You will be charged for all the days You have the vehicle; credit will not be given due to airport closing. Please plan accordingly.

16. TRUCK RENTERS

The seating capacity is for a maximum of five persons inside the cab. RENTER AGREES that absolutely no riders are allowed in the rear outside bed of the truck _____ INITIAL.

17. NO SMOKING

Smoking is prohibited in all rental vehicles. A cleaning fee of up to \$250 will be charged for vehicles returned with evidence of smoking such as a smoke smell, ashes, butts and/or packaging.

SIGNATURE _____ **SEE ADDITIONAL TERMS ON FRONT**

