



"The Trusted Name in Real Estate"

Rental Agreement

Licensee hereby rents to the Customer named in this Agreement, the vehicle described, subject to the terms and conditions below.

1. **Driver of Vehicle.** The vehicle may be driven only by the Customer or such other validly licensed individual(s) who are properly identified in this Agreement.
2. **Restrictions on Use of Vehicle.** The vehicle shall not be used: (a) to transport persons for compensation; (b) in any race, test or competitive event; (c) outside the state of Utah (d) in violation of federal, state or local law; (e) by any person who is under the influence of any form of intoxicant or drugs; (f) to push or tow any trailer or other vehicle (g) if further use of the vehicle might result in damage to the vehicle (i.e. warning lights indicate a problem, there is flat tire, steam or smoke is rising from engine, etc.); (h) to carry hazardous or explosive substances; (i) on any road or other area that is not hard surfaced and regularly maintained unless prior written consent is obtained from Licensee; (j) to transport any payload in excess of the weight specified on the vehicle; (k) in any area where there is no sufficient height or width clearance; (l) if cargo is improperly loaded and secured; (m) by the Customer for advertising purposes; (n) to transport animals of any kind or nature, living or otherwise; and (o) in any abusive, reckless or negligent manner.
Use of the vehicle in any manner or for any purpose outlined above will be deemed a breach of this Agreement and the Licensee will be entitled to repossess the vehicle without notice or consent of the Customer and recover money damages, if necessary, to repair any vehicle damaged as a result of the Customer's breach.
3. **Return of Vehicle.** The vehicle shall be returned to the Licensee in the same condition as when received, ordinary wear and tear expected. The Customer will be charged for any cleaning or repair costs necessary to return the vehicle to the required condition. The determination as to the condition of the vehicle shall be made solely by the Licensee. The Customer agrees to indemnify and hold harmless the Licensee for any action taken by the Licensee under the terms of this Agreement.
4. **Subletting.** Subletting or re-letting of the vehicle is not permitted.
5. **Fees, Licenses, Permits, Taxes and Fines.** The Customer shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from the Customer's use or operation of the vehicle.
6. **Charges.** The Customer shall pay all charges required under this Agreement upon demand.
7. **Liability Insurance.** The vehicle is covered by a liability insurance policy which provides coverage to the Customer in excess to and secondary to any liability insurance held by the Customer. This coverage is in accordance with the minimum requirements under applicable state law and does not include under insured/uninsured coverage except where required by law. Coverage is excluded where: (1) the vehicle is operated in violation of the Agreement; or (2) the loss results from intentional or criminal actions of the Customer. Coverage is also excluded for loss or damage to property owned by or in the possession of the Customer or for any injuries of any nature whatsoever to the Customer's agents, employees, guests, members of the Customer's household or other occupants of the vehicle.
8. **Other Liability.** The Customer assumes all risks from the improper use of the vehicle. The Customer is responsible for damages to the Customer's property or goods in storage or in transit, or for any property left or stored in the vehicle, or elsewhere in the renting location. The Customer agrees not to hold the licensee liable for damages from down time, materials or other consequential damages resulting from the use of the vehicle. The Customer releases and holds Licensee, its agents and employees harmless from the against any and all losses, liabilities, damages, injuries, claims, costs and expenses arising out of the Customer's use or possession of the vehicle, including, but not limited to any and all fines, penalties and forfeitures imposed by any governmental entity, and to the extent not covered by insurance, any claims or liabilities to third parties arising out of the abandonment, conversion, concealment or unauthorized sale of the vehicle by the Customer

or its drivers, agents or employees or for the confiscation of the vehicle by any governmental authority because of illegal or improper use. The Customer shall additionally hold Licensee harmless for all loss, liability and expense in excess of the limits of liability provided for herein as a result of injury, death or property damage arising out of the Customer's use of the vehicle. Neither the Customer nor any other driver of the vehicle shall be deemed the agent, servant or employee of the Licensee for any reason or any purpose. During the term of this Agreement, the Customer assumes full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

9. **Accidents.** The Customer will immediately report any accidents or damage to the vehicle, and shall deliver to the Licensee any document received by the Customer relating to any claim, suit or proceeding connected with any accident or event involving the vehicle.
10. **Damage to Vehicle.** Except as provided elsewhere in this Agreement, the Customer is responsible for the full value of loss damage to the vehicle. This includes, but is not limited to liability for lost rental income in the event the vehicle cannot be rented due to accidental damages or Customer negligence.
11. **Optional Insurance Coverage.** NOTE, that even with the Damage Waiver, the Customer will still be responsible for damages if: (1) the Customer breaches any provision of this Agreement; (2) the Customer allows unauthorized personnel to operate the vehicle; 3) the Customer fails to report vehicle loss or damage to the Licensee; or (4) the Customer fails to report collision damage to the Licensee and local police within 24 hours. Additionally the damage waiver does not cover damages caused by fire theft, vandalism or damage resulting from intentional or criminal acts. Additionally, the Customer remains liable for the first \$2,500 of collision damage resulting from insufficient height or width clearances.

Drivers Signature

Drivers License #
