

RENTAL AGREEMENT

CARL'S RENT-A-VAN, (referred to as "Lessor") hereby rents to the "Renter", the vehicle described on the reverse side hereof, including all tires, tools, car, documents, accessories and equipment, hereinafter referred to as the "vehicle", subject to all the terms and conditions contained herein and on the reverse side hereof in consideration whereof, Renter acknowledges and agrees to the following:

1. This Agreement consists of all conditions on this page on the reverse side hereof, whether printed or written, and any addendum. "Renter" means the person(s) signing this Agreement, additional renters listed on the reverse side hereof and also refers to any other party to whom the charges incurred are billed at the express direction of the person signing this Agreement or such other party, all of whom are joint and severally liable for such charges and obligations hereunder.
2. The Vehicle is Lessor's property. This Agreement is a contract for the use of the Vehicle only for the time period set out on the reverse side. Renter is not Lessor's agent for any purpose. Any service to or replacement of a part or accessory to the Vehicle during the rental period must have Lessor's prior approval or such actions are at Renter's own risk and expense. Renter acknowledges that he or she acquires no rights other than those stated expressly in this Agreement and that Lessor makes no warranties, express or implied which extend beyond the description on the face hereof.
3. Renter shall return the Vehicle, together with all tools, tires, accessories and equipment to the place and at the date and time specified on the reverse side hereof or sooner on demand by Lessor, in the same condition as when received, ordinary wear and tear excepted. If returned to a place other than the one specified a drop off charge may apply.
4. Prohibited uses: The vehicle SHALL NOT be used for the following purposes and any use is without Lessor's permission and is breach of the Agreement. Use of the Vehicle is prohibited: (a) By ANY PERSON OTHER THAN THE RENTER WITHOUT THE EXPRESS CONSENT OF THE LESSOR; (b) To propel or tow any vehicle, trailer or other object; (c) In any race, test or contest; (d) By any person who is precluded by law from operation a motor vehicle; (e) To instruct an unlicensed person in the operation of the Vehicle; (f) For the transportation of the persons or property for hire, express or implies; (g) After the drinking of alcohol or the taking of drugs or controlled substances; or (h) If the vehicle is obtained from the Lessor by fraud or misrepresentations or is obtained or used in furtherance of any illegal purpose, all use thereof if without Lessor's permission. Each and every item of information contained the reverse side hereof is material to Lessor's decision to rent the Vehicle to Renter, and Lessor relies of all such information.
5. Renter shall pay Lessor all time and mileage *, service minimum or other charges in accordance with any of the provisions of this Rental Agreement. In addition, Renter shall pay Lessor all the following which may come due:
 - (a) All fines, penalties, forfeitures, court costs and other expenses that may be assessed against Lessor but which are due by reason of Renter's care, custody, control, possession, operation or use of the Vehicle;
 - (b) Lessor's costs, including reasonable attorney's fees and court costs, which shall include costs through trial and appeals, paralegal fees and sales tax thereon incurred in collecting any and all charges due from Renter to Lessor pursuant to this Agreement; and
 - (c) If the Renter fails to return the Vehicle as required under this Agreement, the lessor will retrieve the Vehicle for which and additional charge will be made. The charge is One Dollar (\$1.00) per mile from the location where the Vehicle was left to the return location shown on the reverse side of this Agreement, or Two Hundred Dollars (\$200.00), which ever is greater.
 - (d) In the event Renter breaches this Agreement, Lessor shall be entitled to retain any and all deposits and other funds paid to Lessor by Renter, and Renter shall be liable for any and all additional damages to Lessor.* The mileage computation will be determined by reading the standard mileage recording device attached to the Vehicle by the manufacturer.
6. Lessor is not liable for loss or damage to any property left, stored or transported by Renter or any other person in or upon the Vehicle either before or after the return of the Vehicle to Lessor, or for loss of time, expenses, or any other loss incurred by Renter due to mechanical breakdown, accident or any other cause, whether or not said loss or damage was caused by or related to the negligence of Lessor, its agents, servants or employees. Renter hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and Renter hereby agrees to hold Lessor harmless from and to defend and indemnify Lessor against all claims based upon or arising out of such loss or damage, including loss or damage resulting from Lessor's negligence.
7. Renter shall be insured under Lessor's automobile liability insurance policy only if Renter has no other automobile insurance available to Renter with respect to Renter's use of the Vehicle. However, if Renter is part of prepaid tour package where a written agreement for car rentals exists between the Lessor and the tour operator, which includes a provision for the Lessor to provide primary liability insurance, then rental company's insurance shall provide primary coverage but only with respect to third party liability claims. The limits of liability available to renter under rental company's automobile liability policy shall in no event exceed the limits of liability specified in the Financial Responsibility Law in the State of Florida. Renter hereby acknowledges that Lessor's property damage/liability insurance does not provide uninsured motorist insurance, and Renter hereby rejects such coverage to the extent permitted by law.
8. Without limitation of any general obligations or responsibilities imposed by other provisions of this Rental Agreement, Renter is solely liable and responsible for and shall indemnify and hold the Lessor harmless for all fines, penalties, forfeitures imposed for violations of any federal, state, municipal or other governmental subdivision statute, law, ordinance, rule or regulation, or any insurance policy provision relative to this Rental Agreement.
9. The Renter whose name appears on the reverse side hereof is primarily liable for all charges relative to this Rental Agreement. If Renter has directed a billing for charges to be transmitted to another person, firm or organization, who or which, upon being so billed fails to make payment, Renter shall promptly pay said charges.
10. Lessor has the right to demand the return of the Vehicle at any time, and if in Lessor's judgment such demand would not be complied with, Lessor may repossess the vehicle and terminate this Rental Agreement immediately, and shall not be liable for any loss or damage which the Renter may sustain as a result of such demand, termination, or repossession. Renter waives prior notice, procedure hearing and judicial process as prior conditions to Lessor's Repossession.
11. In the event of loss or damage to the Vehicle while in the possession of Renter, whether or not due to the fault of Renter. Renter shall pay Lessor upon demand the amount of such loss or damage, including Lessor's expense and loss of use damages (Loss of use is defined as the number of days from date vehicle is damaged until it is repaired, multiplied by daily rental rate as reflected in the contract). If the collision damage waiver has been accepted at the time of the rental by the Renter initialing the line labeled accepts or decline optional services as shown above CDW, and Renter has paid all fees required for Collision Damage Waiver, then the Renter is not liable for collision damage to the vehicle occurring while Renter is operating the vehicle under this clause, provided renter is not in violation of any of the terms of this rental agreement. COLLISION DAMAGE WAIVER IS NOT INSURANCE.
12. Renter shall defend, indemnify and hold harmless Lessor from and against any and all losses, liabilities, damages, injuries, claims, demand, costs and expenses, including attorney's fees as defined in 5(b) above arising out of or in connection with the possession of or use of the Vehicle by Renter, which are not covered by the insurance provided hereunder by Lessor, including but not limited to any and all claims from or liabilities to third parties, which Lessor may incur as a result of or arising out of the abandonment, conversion, secretion, concealment, theft or unauthorized sale of the Vehicle, or any other act of Renter its driver, agents or employees or the confiscation of the Vehicle by any duly constituted public authority by reason of the use of the Vehicle, or any other statute, law, ordinance, and of no effect.
13. The Renter shall not (under any circumstance) assign or transfer this Agreement or the rights hereunder and any attempted assignment or transfer is void and of no effect. This Agreement does not create any implied consent in favor of Renter to allow person other than those named on the reverse side hereof to operate the Vehicle. Any such action by Renter is a breach of this Agreement.
14. Renter's failure to observe reasonable care in the operation of the Vehicle, including observation of dashboard warning lights, normal safety precautions, and any observable mechanical breakdown shall be a breach of this Agreement. Renter shall be conclusively presumed to have failed to use reasonable care in the event the Vehicle is stolen and Renter does not have possession of the original keys furnished to Renter. Only one set of keys shall be furnished.
15. The Renter shall report all accidents to the police and to the Lessor immediately and shall complete all forms required by the insurance company under the policy maintained by the Lessor. A complete police report from the scene of the incident must be provided in the event of any loss or damage to or resulting from operation of the Vehicle.
16. The Renter shall operate the Vehicle only on paved roads or highways intended for public automobile travel.
17. **Notice: Section 627.7283 of the Florida Statutes (1979) provides: the valid and collectible liability insurance or personal injury protection insurance providing coverage for the lessor of a motor vehicle shall be primary unless otherwise stated in bold type on the face of the Rental or Lease Agreement. Accordingly, the statement on the face of this Agreement notifies Renter that Renter's personal automobile insurance is primary.**
18. The Renter is liable for any and all damages, costs, or expenses incurred by Lessor in the event Renter violates any of the provisions of this Agreement and in the event of a breach of this Agreement, Renter shall not be covered by Lessor's insurance or the Collision Damage Waiver. All charges, fees and expenses, including payment for loss of or damage to the Vehicle, are due upon demand. If payment of all charges are not made when due, a late charge of one and one-half percent (1-1/2%) per month on the past due balance will be assessed. If Lessor is required to take legal action to collect any sums due and owing Lessor under this Rental Agreement, Lessor shall be entitled to a judgment for any collection costs, including reasonable attorney's fees as defined in paragraph 5(b) above.
19. No term or condition of this Rental Agreement may be waived or modified except by written instrument signed by one of Lessor's officers. However, the term of period of this lease may be extended in writing, signed by Renter and on behalf of Lessor. By signing the Rental Agreement revision form. Renter agrees all other conditions and terms of the rental agreement shall remain in full force and effect. NO ORAL EXTENSION OR MODIFICATION OF THIS RENTAL AGREEMENT IS EFFECTIVE FOR ANY PURPOSE.
20. No dogs, cats, birds, fish or any other animal shall be allowed inside the Vehicle. Renters found in violation of this provision will incur a minimum cleanup fee of \$50.00, plus loss of use if applicable.
21. No waiver by us of any breach of this Agreement constitutes 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.
22. Any renter who chooses to leave the rental vehicle at a location other than rental location is responsible to contact Lessor with the location of the vehicle. Otherwise, the renter's contract will remain open and will continue to be charged the rental rate until the vehicle is located.
23. This contract shall have a term of 28 days/4 weeks, at the end of which period this contract shall terminate, provided that this contract shall automatically renew immediately thereafter for additional period of 28 days/4 weeks absent prior written notice of final termination by either party to the other party within at least five days at the end of any such period.
24. You will, at your expense, provide and maintain for the term of the rental Public Liability and Physical Damage insurance on the rented vehicle covering you, your employees and CJB Enterprises, Inc., CJB Enterprises must be listed on your insurance binder as "additional insured".
25. By accepting the pre-paid fuel option, Renter will not incur any additional fuel charge and will not receive credit for unused fuel at return. Renters acknowledge that the pre-paid fuel option charge is not a retail sale of fuel.
26. As the renter, you agree to be responsible for all maintenance for long term rentals of 30 days or longer. The renter further agrees to perform routine maintenance every 3000 miles (or sooner, depending on the operating environmental of the vehicle). Such maintenance shall include: (a) Oil and Filter change, (b) Brakes, (c) Tires, (d) Fluid levels and Belt Inspection, and any other service deemed necessary to ensure the safe operation of the vehicle. Repairs must be made with the Original Equipment Manufacturer parts or those of equal quality.
27. Supplemental Liability Insurance - SLI is excess automobile liability insurance that protects the Renter and any authorized driver, as defined in the rental agreement, against third party automobile claims for bodily injury and property damage caused during the permitted use of the rental vehicle. SLI provides Renter with excess coverage for the difference between that provided in rental agreement and \$1,000,000, combined single limit per occurrence.
- SLI does NOT provide coverage: (a.) If any terms of the contract are violated (b.) For bodily injury or property damage sustained by Renter and/or relatives, as defined, residing with you or by any authorized drivers and/or relatives (c.) For uninsured motorist, underinsured motorist first party benefits, no-fault- supplemental no-fault or other liability insurance that is optional or can be waived/rejected. By accepting SLI Renter agrees to waive/reject to the extent allowed by law, any such insurance (d.) SLI does NOT provide coverage for minimum financial responsibility limits if not provided for you in rental agreement.