

Terms & Conditions

Rental Agreement Terms and Conditions (“Terms & Conditions”)

1. Definitions. "Agreement" means these Terms & Conditions and the Face Page. "You" or "your" is the person named as the renter in this Agreement, each person signing this Agreement, each Authorized Driver and each person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement, including all payment obligations. " We", "our" or "us" means the EFFA MOTORS INC. "Effa Rent a Car franchisee named" in this Agreement. "Authorized Driver" means (a) the renter and the renter's spouse; (b) additional renters listed by us in this Agreement; (c) if the renter is a business entity, renter employees who are permissible drivers on the entity's auto insurance policy; (d) the renter's employer, employee or coworker who is engaged in a business activity with the renter; and (e) a person who operates the Vehicle: (i) while parking it at a commercial establishment, or (ii) in an emergency. Each Authorized Driver must be at least age 21. Only Authorized Drivers may use the Vehicle. "Vehicle" means the car or truck identified in this Agreement or its replacement and includes tires, tools, accessories, equipment, keys and Vehicle documents. The Vehicle may be equipped with GPS or other telematics system or an event data recorder, and privacy is not guaranteed. "Loss of Use" means the loss of our ability to use the Vehicle due to damage or loss, including for non-rental uses, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. Damages for Loss of Use are difficult to determine with precision, and you and we agree that: Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged or lost until it is replaced or repaired by the daily rental rate; and this represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. C" DW" means Collision Damage Waiver. "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset. Physical Damage does not include comprehensive damage such as damage to or loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other loss not caused by collision or upset. "Charges" means the fees and charges incurred under this Agreement.

2. Rental; Indemnity. This is a contract for 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. We may monitor the Vehicle through telematics devices to the extent permitted by law. You agree to indemnify, defend, and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use 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. Vehicle Condition/Return. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement (or sooner upon our oral or written demand) and in the same condition as received except for ordinary wear. Our written demand will be deemed delivered to you 2 business days after being placed in the mail by Certified Mail addressed to you at the address on the Face Page. If the Vehicle is returned after closing hours, you remain responsible for all loss of and damage to it until we inspect it at our next opening for business, and time & mileage and optional service charges will continue to accrue until our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You assume full responsibility for expenses you incur without our prior approval. You must check and maintain all fluid levels and return the Vehicle with at least the same amount of fuel as when rented unless you purchase pre-paid fuel.

4. Responsibility for Damage, Loss, Tolls, & Infractions. You are responsible for all damage to or loss of the Vehicle, including damage caused by vandalism, weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for: (a) the cost of repair of the Vehicle; or (b) if the Vehicle is not repairable, or if we elect not to repair it, the fair market retail value of the Vehicle on the date of the loss less salvage. You are also responsible for Loss of Use; Diminished Value; appraisal fees; towing, storage, and impound charges; and a reasonable charge for our administrative expenses. You are responsible for all tolls ("Tolls), toll evasion fines, and other fines, fees, penalties, charges, and taxes (" Citations") related to or arising out of a moving or non-moving traffic violation assessed against you, us or the Vehicle during this rental. You must report all accidents, theft, or vandalism to us and the police as soon as you discover them. If authorities notify us that we may be responsible for a Toll or Citation, you will pay us or a third-party processor ("Processor") an administrative fee of up to \$99 for EACH Citation or Toll incurred during this rental, and you authorize us to release your rental and payment information to charging authorities and the Processor for billing and processing purposes. If we or a Processor pay a Toll or Citation, you authorize us and the Processor to charge all payments and fees to the payment cards you used to pay for this rental.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, not licensed to drive, or whose driver's 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 by giving Us false, fraudulent or misleading information; (d) under circumstances that could be charged as a crime other than a minor traffic violation; (e) to carry dangerous or hazardous items; (f) to carry persons or property for hire; (g) to push or tow anything; (h) in a race or speed contest; (i) to transport more persons than the Vehicle has seat belts, to carry persons outside the passenger compartment, or to transport children without approved child safety seats as required by law; (j) to teach anyone to drive; (k)

outside the continental United States without our prior written permission; (l) with inadequately secured cargo; (m) on an unpaved surface; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (p) if applicable, by anyone who lacks experience driving a manual transmission; (q) to transport an animal (other than a service animal); (r) in or through a structure where there is insufficient clearance (width or height); (s) in a wanton, willful, or reckless manner that results in damage or loss the vehicle or to third parties and their property; or (t) by anyone who is driving or operating the Vehicle while operating hand-held devices, including cell phones, mobile computers, or other devices that are capable of receiving or transmitting telephonic communications, electronic data, email or text messages, while not in a hands-free mode. Removing or disabling a telematics device from the Vehicle is a breach of this Agreement.

6. CDW. If you purchase Collision Damage Waiver (CDW), we waive your responsibility for a portion of Physical Damage as noted on the Face Page. CDW does not apply to loss or damage to portable devices you rent or to theft or theft-related damage. If damage or loss results from a Prohibited Use described in paragraph 5, your CDW will be void, and we will not waive your responsibility for damage to or loss of the Vehicle.

7. Insurance. You are responsible for all injury, damage and loss you cause to yourself or others. You will provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. If state law requires us to provide auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to all other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum limits set by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault, uninsured and underinsured motorist coverage and other optional protection, to the extent permitted by law. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by law. The Policy is void if you breach this Agreement or fail to cooperate in a loss investigation by us or our insurer. If your insurance company is not on our list of approved companies, you will be subject to additional charges and will be subject to verification.

8. Charges. You permit us to reserve against your payment card deposit at the time of rental a reasonable amount in addition to the estimated charges. We may use the reserve to pay all amounts owed to us under this Agreement. You will pay us at or before the conclusion of this rental on demand all Charges, including but not limited to: (a) time and mileage for the rental, or a mileage charge based on our experience if the odometer is tampered with; (b) optional products and service you purchase; (c) taxes, surcharges and other fees; (d) all expenses we incur recovering the Vehicle if it is not returned as promised; (e) all costs, including attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (d) a 2% per month late payment fee, or

the maximum amount allowed by law, on all past-due amounts; and (f) a cleaning fee up to \$350 if the Vehicle is returned substantially less clean than when rented. An administration charge, not to exceed \$100.00 will be charged to RENTER/DRIVER(S) in the event of a credit card chargeback that is proved to be valid to the cardholders issuing bank. All Charges are subject to our final audit. If errors in computation are discovered after the close of this rental, you authorize us to correct the Charges with the issuer of the payment card used for this rental.

9. Lost or Damaged Property. We are not responsible for loss of or damage to personal property that was left with us or carried in or on the Vehicle, regardless of who is at fault.

10. Miscellaneous. This Agreement constitutes the entire agreement between you and us and cannot be modified except by a writing that we have signed. All prior representations and agreements between you and us regarding this rental are void. If you wish to extend the rental period, you must obtain our permission before the Due- In Date; we may require you to return the Vehicle to our rental office for inspection. Our acceptance of payment from you or our failure, refusal or neglect to exercise our rights under this Agreement is not a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. You waive all recourse against us for criminal reports or prosecutions or other actions that we take against you as a result of your breach of this Agreement. If a provision of this Agreement is deemed void, the remaining provisions are valid and enforceable. You agree that we may disclose your personal information to law enforcement agencies or other third parties in connection with enforcement of our rights under this Agreement and other legitimate purposes. Questions regarding privacy should be directed to the rental location.