Car Rental Agreement

|  |  |
| --- | --- |
| Company name | **AgencyName** |
| Address | **AgencyAddress** |
| Phone Number | **AgencyPhone** |

# RENTE

The Renter and the Company, defined below, and sometimes referred to in this document as “Parties”, intend to enter into this legally binding Car Rental Agreement, hereafter sometimes referred to as “Agreement”, on **date1** sometimes referred to in this document as “Effective Date.”

|  |  |
| --- | --- |
| Renter Full Name | **LocataireNom LocatairePrenom** |
| Renter Email | **LocataireEmail** |
| Renter Phone | **LocatairePhone** |
| Renter License Number | **LocataireLicense** |

# VEHICLE

The vehicle “Rental Vehicle” is described as follows:

|  |  |
| --- | --- |
| Marque | **VehiculeMarque** |
| Model | **VehiculeModel** |
| Year | **VehiculeYear** |
| Color | **VehiculeColor** |
| LIC-Plate | **VehiculeMatricule** |

TERM

The Contract will be effective starting on this “Effective Date” of the **date1** , at **time1** and continue its effect until the “Expiration Date” of **date2** , at **time2** or, until nullified by a separate binding act of nullification, or extended by Provisions of Term Extension stipulated in this Agreement.

# RULES OF USE

The Renter agrees to use the Vehicle for legal purposes only, and to follow all ordinances and regulations of the road and otherwise, while in possession of the Vehicle. Renter Agrees NOT to sublet, sublease, or loan the vehicle with or without payment to any other party, or allow any other party to be in possession of the vehicle, including with the ability to operate the vehicle

# NONWAIVER

Failure of Parties to insist upon strict performance of the terms, covenants, and conditions herein contained, or to exercise rights implied or expressed within this Agreement shall not be deemed a waiver of any Parties’ rights or remedies herein, or any prior or subsequent rights or remedies.

# SEVERABILITY

Any provisions of this Agreement that are found invalid, void, or unenforceable by a court of law in the Governing Jurisdiction shall not preclude other provisions from remaining in-force.

Any alterations or improvements must be made in compliance with the laws of the Governing Jurisdiction, and any alterations or improvements which fail to comply with the laws of the Governing Jurisdiction shall not change the enforceability of the remainder of provisions of this Agreement.

Parties agree that, in the course of settling any disputes arising from any provision within this Contract, if the contract shall be read by entities within a court of law, that, if any part of this Contract is deemed unenforceable by law, then Parties intend to reduce the Contract by the minimum amount necessary to make the remainder of the Contract’s parts enforceable.

# ASSIGNMENT

This Contract cannot be re-assigned without consent from all Parties. In the event of the dissolution or cessation of any entity’s existence which was a Party to this Contract, the remaining party(ies) may terminate the contract and seek compensation or damages from the previous owners, parent organizations, investors, or other persons or Parties which have previously held ownership or control of the dissolved or ceased entity or its parents.

# DISPUTE RESOLUTION

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction where the Contract is created. When a legal action arises from the agreement, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this agreement and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney’s fees and court costs even when otherwise entitled.

# FORCE MAJEURE

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services, is due in whole or part to: acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, epidemic, weather, unavoidable accidents or any other cause outside of the control of the Renter or Company.

# REMEDIES

When Conditions of Default are met, the Company may conduct any of the following remedies:

1.) Termination of the Agreement upon any notice required, and the Term will immediately become forfeited and void.

2.) The Company has the option to perform any obligation of this Agreement or Parent Agreements, on behalf of the Renter, and seek redress from the Renter.

3.) The Company may perform or cause to be performed collection, including hiring of collection agencies, and seek collections from the Renter.

The existence of any remedy listed above does not preclude the Company from exercising any other remedy or specific right whether allowed by law, or provided by equity, or expressly provided for in parent Agreements.

# GOVERNING LAW

Any terms, covenants, promises, and provisions, whether express or implied, are voided if contradicted by governing law. Parties are not obliged to comply with any terms that violate any Governing law or cause any illegal action. If any terms are voided due to governing law, this does not affect other terms of this agreement, and all other terms of the agreement within reason shall remain in full effect.

# EXECUTION

IN WITNESS WHEREOF, on this day **dateReservation** (Execution Date) Parties undersigned intending to be legally bound, have caused their duly authorized officers to execute and deliver this binding Contract, to any successors, executors, heirs, administrators, and assigns, between the Parties formed into a legal agreement under the Governing Law, effective as of the day and year first written.

**LocataireNom** **LocatairePrenom**  **dateReservation**



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Renter Signature Full Name, Printed Date