**Drive Assure Car Owner Rental and Liability Agreement**

This combined agreement ("Agreement") is entered into by and between the undersigned Car Owner ("Owner") and Car Renter on the date of acceptance, facilitated through the Drive Assure platform.

1. Vehicle Information:

Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

License Plate Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Vehicle Condition:

Owner agrees to provide the vehicle to the Renter in a well-maintained condition, both mechanically and aesthetically, as described in the Drive Assure platform.

3. Maintenance Records:

Owner agrees to provide Renter access to the maintenance records of the vehicle, including but not limited to regular servicing, repairs, and inspections.

4. Pre-Rental Inspection:

Both parties agree to conduct a pre-rental inspection to document the current condition of the vehicle, including existing damages, mileage, and fuel level.

5. Reporting Damages:

Renter agrees to report any damages not documented in the pre-rental inspection promptly. Owner and Renter will discuss and agree on the resolution of any reported damages.

6. Mechanical Issues:

In the event of mechanical issues during the rental period that are not a result of Renter's negligence, Owner agrees to either provide a replacement vehicle or reimburse Renter for any necessary repairs.

7. Fuel Level:

Renter agrees to return the vehicle with a fuel level equal to or higher than the level at the start of the rental period.

8. Prohibited Uses:

Renter agrees not to use the vehicle for any prohibited purposes, including but not limited to illegal activities, racing, off-road driving, or towing without explicit permission from the Owner.

9. Duration of Rental:

Both parties agree to the rental period as specified in the Drive Assure platform. Any extensions or changes should be communicated and agreed upon by both parties in advance.

10. Swap Agreement:

This agreement serves as a mutual understanding between Owner and Renter. Both parties agree to resolve any issues or disputes arising from the condition or use of the vehicle through direct communication and negotiation.

11. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law principles.

12. Disclaimer of Liability for Damages:

Owner acknowledges and agrees that Drive Assure is not liable for any damages, charges, or losses incurred to the vehicle during the rental period. Drive Assure is a platform that facilitates connections between car owners and renters and does not assume responsibility for the condition or safety of the rented vehicle.

13. Insurance Responsibility:

Owner is solely responsible for obtaining and maintaining insurance coverage for their vehicle. Drive Assure does not provide insurance coverage for any damages or losses incurred during the rental period.

14. Indemnification:

Owner agrees to indemnify and hold Drive Assure, its officers, employees, and affiliates harmless from any claims, liabilities, damages, or expenses arising out of or in connection with the rental of their vehicle through the Drive Assure platform.

15. Acknowledgment:

By accepting this Agreement, both Owner and Renter acknowledge that they have read, understood, and agreed to the terms and conditions outlined herein.

Car Owner Signature (Over Printed Name) Car Renter Signature (Over Printed Name) Drive Assure Representative Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Car Owner Signature Car Renter Signature

Over Printed Name Over Printed Name

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_