

# Private Car Rental Agreement

An Agreement Governing the Terms and Conditions of Car Rental Between the Owner and the Guest listed below.

This document serves as evidence of the transaction during or after your car rental period (e.g., when interacting with law enforcement, insurance providers, roadside service providers, impound lot attendants, etc.).

# **Fast Facts:**

The person named below is given permission to drive the vehicle listed below during the reservation period (see "Trip start" and "Trip end") by the car owner or authorized representative.

The vehicle owner represents that their vehicle is safe, well-maintained, legally registered, and covered by their personal insurance.

#### Coverage:

The guest is financially responsible for any damage to the vehicle, up to their purchased protection plan's out-of-pocket maximum listed below, regardless of fault.

#### **Trip Details:**

Vehicle:	
Owner:	Freeman TALLA
License Plate:	
VIN:	
Trip Start:	
Trip End:	
Pickup Location:	
Return Location:	
Primary Driver (Guest):	
Secondary Driver (Guest #2):	
Miles Included (200 miles per day):	
Protection Plan Out-of-Pocket Maximum:	\$3,000
Liability Coverage:	☐ State minimum liability insurance or ☐ Guest Auto Insurance
Booked On:	
Reservation ID #:	



# **Terms and Conditions:**

#### **Definitions:**

Guest: The person identified in this agreement as the driver.

Owner: The person identified as the vehicle owner.

Vehicle: The vehicle identified in this agreement.

Reservation Period: The period between the time the guest takes possession of the vehicle until it is returned.

### Ownership:

The vehicle and any accessories provided (e.g., GPS, child seats) are the property of the owner.

### Vehicle Condition/Warranty Exclusion:

The guest agrees to receive the vehicle in good physical and mechanical condition unless otherwise noted.

The vehicle is taken "as-is" with no warranties, express or implied.

The guest has had an adequate opportunity to inspect the vehicle and its accessories.

The guest agrees not to alter or tamper with the vehicle or any accessories.

If the guest determines the vehicle is unsafe, they must stop using it and notify the owner immediately.

# **Personal Property:**

The owner is not responsible for damage to or loss of personal property.

The guest acknowledges that personal data transferred to the vehicle may not be secure.

### Vehicle Return and Late Returns:

The guest agrees to return the vehicle by the specified date and time.

Extensions are at the owner's discretion.

Failure to return the vehicle on time may result in the vehicle being reported as stolen and/or \$75 being assessed per day until the car is returned to the owner. The guest will be responsible for any legal consequences.



### **Guest Financial Responsibility:**

The guest is financially responsible for any damage to the vehicle during the reservation period, regardless of fault.

The guest's personal insurance will be primary in the event of a claim.

If the guest has selected a protection plan, the guest is responsible up to the out-of-pocket maximum specified in the plan.

### **Liability Clauses:**

The guest agrees to indemnify and hold the owner harmless from any claims, losses, damages, liabilities, costs, and expenses arising from the guest's use of the vehicle.

The owner is not liable for any indirect, incidental, special, consequential, or punitive damages arising from the use of the vehicle.

# Cleaning and Smoking Violations:

The guest agrees to pay a cleaning fee of \$150 if the vehicle is not returned in the same condition as it was rented.

Smoking in the vehicle is strictly prohibited. If evidence of smoking is found, the guest agrees to pay a \$150 violation fee.

#### **Diminished Value:**

In the event of any damage to the vehicle, the guest is responsible for the diminished value of the vehicle.

The diminished value will be assessed by a third-party professional appraisal company that specializes in such evaluations.

#### **Guest Protection Plans:**

The guest is responsible for any damage up to the out-of-pocket maximum.

If the guest has personal insurance, it will be primary.

#### General:

If any provision of this agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

The waiver of any right or failure to perform or breach by either party does not constitute a waiver of any other right or breach.

This agreement cannot be altered except in writing and signed by both parties.



# Owner's Signature Date Guest Signature Date Owner's Printed Name Guest Printed Name Guest's Driver License Guest Insurance ID Card This agreement is binding and relates to the car rental transaction detailed above. STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of $\Box$ physical presence or $\Box$ online notarization, this day of \_\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_\_, who \_\_\_ is personally known to me or \_\_\_\_ produced a \_\_\_\_\_\_ as identification, regarding the attached instrument described as \_\_\_\_\_\_ and to whose signature this notarization applies. Owner's Signature Date Notary Signature Date Owner's Printed Name **Notary Printed Name**



Signatures: