

## VEHICLE RENTAL AGREEMENT

### 1. SUBJECTS OF AGREEMENT:

#### 1.1 THE OWNER:

*POSHIT INC.*

*651 N Broad St Ste, Middletown, DE 19709-6402*

#### 1.2 THE RENTER:

Full Name:

Date of Birth:

Driver's License Number:

Phone Number:

Home Address:

#### 1.3 THE VEHICLE:

Make:

Mileage (at Rental Period start):

Model - Year:

Fuel Level (at Rental Period start):

License Plate Number:

VIN Number:

#### 1.4 THE RENTAL PERIOD:

Start Date & Time:

End Date & Time:

Pick Up Location:

Drop off Location:

#### 1.5 THE RENTAL RATE:

Total Fee:

Miles Included:

Excess Mileage Rate:

Booking ID:

## 2. DEFINITIONS:

**2.1** “The Owner,” “The Rentee,” or “The Rental Company”: Is the entity described in *section 1.1* and has the all rights of ownership of the vehicle listed on *section 1.3* and is the rentee for the purposes of this agreement.

**2.2** “The Renter” or “Customer”: Is the person described in *section 1.2* and the renter of the vehicle described in *section 1.3* for the time period described in *section 1.4*.

**2.3** “The Vehicle” or “The Car”: Is the vehicle described in *section 1.3* and is the object of rental for the purposes of this agreement.

**2.4** “The Rental Period” or “Booking Period”: Is the time period starting and ending as described in *section 1.4*.

**2.5** “The Pick Up Location” or “Pick Up Address”: Is the location whose address is listed in *section 1.4* as "Pick Up Location".

**2.6** “The Drop Off Location” or “Drop Off Address”: Is the location whose address is listed in *section 1.4* as "Drop Off Location".

**2.7** “The Rental Rate”: Is the price breakdown described in *section 1.5* for the rental period described in *section 1.4* of the vehicle described in *section 1.3*.

## TERMS & CONDITIONS

### 3. RENTAL FEE:

**3.1** The Renter agrees to have paid the Total Fee listed under The Rental Rate before the start of The Rental Period. The Renter also acknowledges that The Rentee has the right to refuse access to The Vehicle if The Renter has not paid the Total Fee listed under The Rental Rate in full.

### 4. MILEAGE & FUEL

**4.2** The Renter agrees to return The Vehicle at the same fuel level as that listed above under *section 1.3*. Failure to do so will result in The Renter being liable for a refueling cost of up to \$90.00 plus an additional convenience fee of \$15.00.

**4.3** The Renter agrees to return The Vehicle at lesser than or equal to the mileage listed under *section 1.3* plus the Miles Included in *section 1.5*. Failure to do so will result in The Renter being liable to pay for each additional mile at the rate listed under *section 1.5*.

**4.4** If the Make of The Vehicle is “Tesla,” The Renter agrees to pay for any EV Charging costs incurred at Telsa’s Supercharging Stations within 24 hours of receiving an invoice from The Rentee. The Renter also agrees to pay a surcharge of 3.9% on the total cost incurred for each invoice regarding the EV Charging costs at Tesla Superchargers.

### 5. TOLLS & VIOLATIONS

**4.4** The Renter agrees to pay for any Toll costs incurred during The Rental Period within 5 business days of receiving an invoice from The Rentee.

**4.5** The Renter agrees to pay a surcharge of 13.9% of the total fees of Tolls incurred during The Rental Period, which will be included in the invoice sent by The Rentee.

**4.6** The Renter agrees that they will inform The Rental Company about any traffic violations they incur while operating The Vehicle.

**4.7** The Renter agrees to pay for any traffic violation charges incurred by The Renter whilst operating The Vehicle within 5 business days of receiving an invoice from The Rentee.

**4.8** The Renter agrees to pay a surcharge of 3.9% for any violation charges paid by The Rentee on behalf of the Renter. This includes but is not limited to Parking Tickets, Speed Violations & Toll Violations.

## 6. INSURANCE & DEDUCTIBLES

**6.1** The Renter agrees that the insurance for The Vehicle provided by The Rentee will only cover damages to The Vehicle and will not necessarily be liable for 3rd Party damage or personal injuries.

**6.2** The Renter agrees to pay the deductible of \$2500.00 in case of an accident, which requires the insurance provided by The Rentee to cover any costs.

**6.3** The Renter agrees that they will pay for any damage to the vehicle as long as the costs of repair are below \$2500.00.

**6.4** The Renter acknowledges that they are allowed to use their own insurance to cover any costs as long as they can guarantee that their insurance will cover both the costs of repair of The Vehicle and the loss of income for The Vehicle determined by The Rentee.

**6.5** The Renter acknowledges that they have the right to request Registration and/or Insurance Documents for The Vehicle from The Rentee.

## 7. MAINTENANCE & REPAIRS

**7.1** The Renter acknowledges that The Rentee will cover expenses for The Vehicle's maintenance as long as they are not accidental. This includes regular services such as Engine Oil Replacement, Seasonal Tire Replacement, Brake Oil Replacement, Windshield Washer Fluid Refill etc.

**7.2** The Renter agrees that they will be responsible for paying for any maintenance issues that are not deemed eligible for coverage by The Rentee. This includes but is not limited to Tire Repairs, Replacement of Flat Tires, Interior Damage or other Accidental Damage.

**7.3** The Renter agrees that if The Rental Period extends more than 1 week beyond the expiration of The Vehicle's inspection sticker, they will either visit the Rentee to get The Vehicle temporarily replaced or get the inspection done and request for a reimbursement of up to \$35.00. In case, they choose to replace The Vehicle, The Rentee holds the right to refuse on the basis of unavailability of a replacement vehicle.

**7.5** The Renter agrees that if The Rental Period extends 1 week beyond the expiration of The Vehicle's license plate sticker, they will visit the Rentee to pick up and replace the new license plate sticker.

**7.6** The Renter agrees to share with The Rentee any prior damage to The Vehicle by taking photos before operating the vehicle for the first time.

**7.7** The Renter agrees that they will be held responsible for any damage to The Vehicle at the end of The Rental, which was not documented and shared with the Rentee as mentioned in *section 7.6*. This includes and is not limited to deep scratches and dents on the exterior or any damage to the interior of The Vehicle.

## **8. CONDITIONS OF USAGE:**

**8.1** The Renter agrees that they will not use The Vehicle to carry passengers or cargo for the purposes of personal or business income such as driving for Uber or Lyft.

**8.2** The Renter agrees that they will not use The Vehicle to tow or push another vehicle or any form of carriage without explicit written permission from The Rentee.

**8.3** The Renter agrees that they will not use The Vehicle in any sort of racing competitions on any grounds regardless of whether they violate any laws.

**8.4** The Renter agrees that they will not use The Vehicle to aid them or anyone else in any illegal activities and will abide by traffic laws whilst operating The Vehicle.

**8.5** The Renter agrees that if any other person operates and damages The Vehicle with or without their knowledge, the insurance provided by The Rental Company will not cover any costs and the Renter will be held responsible for all damages to the vehicle unless The Renter is able to provide a police report of The Vehicle stolen or lost.

**8.6** The Renter agrees that they will not smoke or vape inside The Vehicle. Failure to comply with this will result in The Renter being liable to pay a fee of \$250.00.

**8.7** The Renter agrees that will be held responsible for paying a cleaning fee of \$150.00 if The Vehicle is considered unclean by The Rentee at the end of The Rental Period. This includes but is not limited to dirty seats or floor mats, debris or any other form of dirt anywhere on the interior of The Vehicle or visible dirt on the exterior of the Vehicle.

## **9. VEHICLE PICK UP & DROP OFF**

**9.1** The Renter acknowledges that they will be responsible for picking up The Vehicle from The Pick Up Location at or after the start of The Rental Period and returning it to The Drop Off Location before or at the end of The Rental Period. Failure to return The Vehicle as described above will result in The Renter being liable to pay for the costs of towing The Vehicle to The Drop Off Location plus an inconvenience fee of \$150.00.

**9.2** The Renter agrees that they will return any equipment provided to them along with The Vehicle at the start of Rental Period by The Rentee when they return The Vehicle. This includes but is not limited to items such as vehicle keys, charging cables, adapters, child seats etc. Failure to do so will result in The Renter being liable for paying for any costs incurred by the Rentee in order to repossess or reacquire the items/equipment not returned.

## 10. ADDITIONAL DRIVERS:

10.1 The Renter agrees that the persons listed under *section 1.6*, if any, are subjected to the terms and conditions of this agreement the same way The Renter is.

10.2 The Renter agrees that they will be held responsible if any of the persons mentioned under *section 1.6*, if any, fail to comply with any of the terms and conditions of this agreement.

10.2 The Renter agrees that only the persons listed under *section 1.6*, if any, are allowed to operate The Vehicle besides The Renter.

## 11. CHARGES & FEES

11.1 The Renter agrees that they will pay any fees or fines listed in this agreement within 5 business days unless specified otherwise.

11.2 The Renter agrees that they will pay a late fee of the amount calculated as shown below in addition to any fees or fines if they fail to make any payments by their due dates:

- a. 10% of the total amount if it is 7 days past the due date
- b. 20% of the total amount if it is 14 days past the due date
- c. 40% of the total amount if it is 28 or more days past the due date

11.3 The Renter agrees that the Rentee is allowed to charge the payment method listed in The Renter's account with The Rental Company without notice if they fail to pay any invoices past their due dates.

## 12. AGREEMENT

By signing below The Renter agrees to accept all terms and conditions mentioned in this document and agrees to be held liable for any noncompliance under all jurisdictions of the United States of America.

Date Signed:

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Signature (Renter)