

# Manhattan Automobile Company

# RENTAL AGREEMENT

DEALER INFORMATION	
Name	MANHATTAN AUTOMOBILE COMPANY
Address	787 11th Avenue
City State Zip	New York, NY 10019
Phone	(212) 581-7800

CUSTOMER VEHICLE INFORMATION	
License No.	State
VIN	
Year/Make/Model/Color	0

RENTAL VEHICLE INFORMATION			
Date IN	Time IN	A.M.	P.M.
04/11/2014	11.28		
Date OUT	Time OUT	A.M.	P.M.
04/01/2014	8.34		
Date DUE	Time DUE	A.M.	P.M.
04/05/2014	8.34		

Vehicle VIN	1FAHP2E89DG151656
Vehicle Description	SEDAN
Mileage IN	8,653
Mileage OUT	7,554
Miles Driven	1,099
Miles Allowed	0
Chargeable Miles	1,099

RATES DO NOT INCLUDE FUEL	RENTAL CHARGES
HOURS: 0 @ \$ 0.00	0.00
DAYS: 0 @ \$ 0.00	0.00
WEEKS: 0 @ \$ 0.00	0.00
MILES: 1,099 @ \$ 0.00	0.00

TOTAL TIME AND MILEAGE CHARGES	0.00
TAXABLE FUEL 0.00 GAL. @ \$	0.00

TAXABLE SUB-TOTAL	0.00
TAX @ 0.000 %	0.00
NON-TAX FUEL 0.00 GAL. @ \$	0.00

NET DUE CUSTOMER DEPOSIT / REFUND / OTHER	
SUB-TOTAL	0.00
TOTAL CHARGE	0.00

METHOD OF PAYMENT	REFUNDED
\$ ( ) CHECK ( ) AMEX ( ) MC ( ) VISA ( ) OTHER	\$
05/30/2016 EXPIRES	CUSTOMER INITIALS
# XXXXXXXXXXXX 6361	X
( ) CARD VERIFIED	
FLRAC-NY 110111	

CUSTOMER INFORMATION			
RO#	Unit#	RA#	
652461	5051	797	
Customer	RUSSELL SMITH		
Home Address	4120 HUTCH RV PKY 24G		
City State Zip	Bronx, NY 10475		
Driver's License No.	State	Expires	
542981080	NY	11/18/2021	
Birth Date	Home Telephone		
11/18/1967	(347) 276-0692		
Additional Driver's Name	Birth Date	State	Expires
NONE			
Driver's License No.	Birth Date	State	Expires
Additional Driver's Name	Birth Date	State	Expires
Driver's License No.	Birth Date	State	Expires

CUSTOMER INSURANCE INFORMATION			
Insurer	Agent		
STATEFARM			
Policy No.	Expiration Date	Telephone	

DAMAGE DESCRIPTION	
Condition Out:	
Initials	
Condition In:	

## ? SUPER DUTY - PERMISSION TO TOW

### Fuel Disclosure

You are required to return the Vehicle with a full fuel tank. If the tank is returned less than full, You will pay Us a refueling fee of \$ 0.00 plus fuel @ \$ 3.99 per gallon.

You agree to all the terms and conditions on both sides of this Agreement, and You acknowledge that You were given an opportunity to read this Agreement before being asked to sign. You authorize Us to process a credit/debit card voucher in Your name for all charges due under this Agreement. Your signature below is considered made on the applicable credit/debit card voucher.

All charges subject to final audit.

\_\_\_\_\_  
Your Signature

If the Vehicle is damaged, You have a right to inspect the damage before agreeing to pay for the damage.

## New York Rental Agreement Terms and Conditions

1. **Definitions.** "Agreement" means all terms and conditions found on both sides of this form. "You" or "Your" means the person identified as the Customer on the reverse side of this Agreement, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by Us at its or the Customer's direction. You are jointly and severally bound by this Agreement. "We", "Us" or "Our" means the independent auto dealer or its affiliate named elsewhere in this Agreement. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle We substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be equipped with an electronic locator device. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that You have given Us the opportunity to service or repair. "Authorized Driver" means: (a) the Customer and the Customer's spouse; (b) additional drivers listed by Us in this Agreement; (c) if the Customer is a business entity Authorized Driver includes Customer employees who are permissible drivers on the business entity's auto insurance policy; and, (d) a person who operates the Vehicle during an emergency and drives it to a medical facility. Authorized Drivers are the only persons permitted to drive the Vehicle. Each Authorized Driver must be at least age 21 (except Customer, at least age 18) and possess a valid driver's license. "Vehicle License Fee" means Our estimate of the average per day per vehicle portion of Our total annual vehicle licensing, titling, and registration costs.
2. **Rental: Consideration: Indemnity and Warranties.** This is a contract for rental of the Vehicle. Either a fee You pay Us, or Our opportunity to service or repair a vehicle You left with us, or the benefits We receive from others for the service/repair work, is adequate consideration 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. You agree to indemnify Us, defend Us and hold Us harmless from all claims, liability, costs and attorney fees We incur resulting from or arising out of this Agreement or 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. **Inspection: Condition and Return of Vehicle.** You must return the Vehicle to Our office on the date and time specified in this Agreement with at least as much fuel as when rented. The Vehicle must be returned in the same condition that You received it except for ordinary wear. **If the Vehicle is returned after closing hours, You remain responsible for all damage to the Vehicle until We inspect it on reopening for business.** You must obtain Our prior approval before servicing the Vehicle or replacing parts or accessories. You grant Us, Our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during this rental.
4. **Responsibility for Damage or Loss: Reporting to Police: Responsibility for Tolls and Parking Citations.** **You are responsible for all physical and mechanical damage to the Vehicle related to an accident whether or not You are at fault. You are responsible for theft of the Vehicle if it is established that an Authorized Driver failed to exercise reasonable care or that an Authorized Driver committed, aided or abetted in the commission of theft of the Vehicle.** You are responsible for replacing missing equipment, Vehicle documents and Vehicle keys. You will check and maintain Vehicle fluid levels. You must report all Vehicle accidents or incidents of theft and vandalism to Us and the police as soon as You discover them. You are responsible for paying the charging authorities directly all parking citations, tolls, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental (referred to herein as "Citations"). If You fail to pay a Citation and We are notified that We may be liable for payment, You will reimburse Us for all amounts We pay on Your behalf, and, in addition, pay Us an administrative fee of \$50 for each such charge or notice thereof.
5. **Prohibited Uses.** **The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving 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 period by giving Us false, fraudulent or misleading information; (d) under circumstances that could be properly charged as a crime other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect You to know that further operation of the Vehicle would damage it; (m) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; and, (n) to transport an animal. Permitting the Vehicle to be operated by a person who is not an Authorized Driver is a breach of this Agreement.**
6. **Insurance.** You are responsible for all damage or loss You cause to others. You agree to provide primary auto liability, collision and comprehensive insurance covering You, Us and the Vehicle. Your insurance is primary. If You have no auto liability insurance in effect on the date of a loss, or if We are required by law to provide liability insurance, We will provide auto liability insurance (the "Policy") that is secondary to any 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 levels prescribed by the state whose laws apply to the loss. **You and We reject PIP, medical payments, no-fault and uninsured and underinsured motorist coverage, where permitted by law.** The Policy is void if You violate the terms of this Agreement or if You fail to cooperate in a loss investigation conducted by Us or Our insurer. Giving the Vehicle to an unauthorized driver terminates Policy coverage.
7. **Charges and Costs.** You will pay Us all charges shown on the reverse plus: (a) \$50 or the maximum amount permitted by law, whichever is greater, if You pay Us with a check returned unpaid for any reason; (b) all expenses We incur recovering the Vehicle if it is not returned to the renting location on the date and time promised; (c) all costs, including pre- and post-judgment attorney fees, We incur collecting payment from You or otherwise enforcing Our rights under this Agreement; (d) a 2% per month late fee on all charges due Us that are not paid when due; (e) a reasonable fee not to exceed \$350 to clean the Vehicle if it is returned substantially less clean than when rented; (f) fuel and a refueling fee if You return the Vehicle with less fuel than when rented; (g) a mileage charge based on Our experience if the odometer is tampered with; and, (h) towing, storage charges, Citations, forfeitures, court costs, penalties and all other costs We incur resulting from Your use of the Vehicle during this rental.
8. **Your Property.** You release Us, Our agents, and Our employees from all claims for loss of or damage to personal property that was left with Us or carried in the Vehicle. If You fail to claim property left in the Vehicle for more than 30 days, We may dispose of that property in a manner We choose.
9. **Breach of Agreement.** You waive all recourse against Us for criminal prosecutions We take against You for breach of this Agreement.
10. **Modifications.** No term of this Agreement can be waived or modified except by a writing that We have signed or on a form that We provide. If You wish to extend the rental period You must return the Vehicle to Our office for inspection and written amendment by Us of the Date Due In. This Agreement constitutes the entire agreement between You and Us. All prior representations and agreements between You and Us regarding the use of the Vehicle are void.
11. **Waiver.** A waiver by Us of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of Your obligations under this Agreement. Our acceptance of payment from You or Our failure, refusal or neglect to exercise Our rights under this Agreement does not constitute a waiver of another provision of this Agreement. Unless prohibited by law, You release Us from all liability for consequential, special or punitive damages in connection with this transaction or the reservation of a vehicle. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.