{{nickname}}

**SHORT TERM VEHICLE RENTAL ASGREEMENT**

This agreement is entered into this day, {{begin\_time}}

**Rental Company:**

Name: Creekchariotcorp

Address: 2636 Walnut Hill Ln, Suit 311, Dallas, TX 75229

Email: creekchariotcorp@gmail.com

Phone: 619-974-7568

**Rentee:**

Name: {{renter}}

Address: {{address}}

Driving License Information: State: {{state}} Number: {{driving\_license}} Expiration Date: {{license\_expiration}}

Phone: {{phone}}

**1. RECITALS.**

WHEREAS, the Rentor is authorized to rent the Vehicle,

WHEREAS, the Rentor is desirous of leasing the Vehicle to the Rentee on such terms as are set out in this Vehicle Rent Agreement (the “Agreement”) and the Rentee is desirous of leasing the Vehicle from the Rentor on said terms,

WHEREAS, this Agreement is a rent only and Rentee will have no right, title, or interest in or to the Vehicle except for the use of the Vehicle as described in this Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

**2. DESCRIPTION OF RENTED VEHICLE.**

The following vehicle ("the Vehicle") is the subject of this Rental Agreement:

|  |  |
| --- | --- |
| Make | {{make}} |
| Model | {{model}} |
| Color | {{color}} |
| Year | {{year}} |
| Body | Sedan |
| Mileage | {{odometer}} miles |
| License Plate | {{plate}} |
| VIN | {{vin}} |
| Insurance Company | {{insurance}} |
| Policy# | {{insurance\_number}} |
| Purpose | Personal Use Only {{renter}} |

**2.1 REMOTE ENGINE CONTROL AND GPS MONITORING**. The Vehicle is equipped with a remote engine control system, allowing the Rentor to disable the engine remotely in the event of a breach of this Agreement, including but not limited to non-payment as outlined in Section 8. Additionally, the Vehicle is fitted with a GPS monitoring module, enabling the Rentor to track its location and usage for the purpose of ensuring compliance with the terms of this Agreement.

**3. AMOUNT DUE AT SIGNING.** Rentor and Rentee agree on the following amount due at signing, based on these terms:

|  |  |
| --- | --- |
|  |  |
|  | 1. A refundable security deposit shall be paid in the amount of $350.00. |

**4. RENT PAYMENT.** As consideration of this rent, Rentee shall pay {{sum}} per each day.

**5. TERM.** This is a day-to-day rental agreement. Either party shall have the option to end the agreement with 3 days of advanced written notice (email or personal text message will suffice). In the event of termination, Rentee agrees to return the vehicle to the Rentor by the specified date, and Rentor agrees to return any remaining security deposit to Rentee, subject to any withholdings specified in this agreement. For avoidance of doubt, if the Rentor does not receive a timely cancellation notice, the agreement automatically renews for another three days.

{{discount}}

**6. FORM OF PAYMENT.** The monthly payments are to be made on the **{{payday}}** of each month with the first payment due on the first payment day that occurs after the effective date of this agreement. Payments may be made by cashier's check, money order, certified check, zelle, cash, or by any other means agreed upon by the Rentor and Rentee. Payments are to be paid to the Rentor at the address listed above, unless the parties agree that payment is to be submitted elsewhere.

**7. SECURITY DEPOSIT.** The Rentee shall pay a security deposit of {{deposit}} at the time that this agreement is signed. This deposit will be returned to the Rentee at the termination of the agreement, subject to the option of the Rentor to apply it against rent charges and damages. Any amounts refundable to the Rentee shall be paid at the time this agreement is terminated.

**8. LATE PAYMENT FEES.** A late fee of $50.00 per day will be charged on all payments that are paid after the due date.

**9. MILEAGE PERMITTED.** Rentee will be permitted to drive the Vehicle for a maximum of {{limit}} miles per month and be charged $0.15 per extra mile if the Vehicle is driven over the allotted amount of miles.

**10. USAGE OF THE VEHICLE.** The vehicle can be used for personal purposes only such as commuting to work or school. The Rentee cannot use the vehicle for commercial purposes such as Uber, Lyft, Door Dash and other similar applications. Usage of the vehicle for commercial purposes will constitute a material breach of this agreement.

**11.** **GAP LIABILITY NOTICE.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS AGREEMENT PROVIDES THAT RENTEE IS LIABLE FOR THE GAP AMOUNT.

**12. INSURANCE.** Rentee must maintain Automobile Liability Insurance in the form of any applicable bodily injury and property damage coverage, and collision and comprehensive insurance, as required by Texas state law (*with deductible no greater than $500.00 per claim*). Proof of insurance or the insurance card must be provided to the Rentor upon request. The Rentee is responsible for insuring the Vehicle based on its full value. Creek Chariot Corp will be named as the registered owner and as "Additional Insured" and loss payee in the insurance policy. **Driving the vehicle without insurance coverage shall constitute a material breach of this agreement.**

**13. EXCESSIVE WEAR AND USE.** Rentee may be charged for excessive wear based on Rentor's specifications and generally accepted standards for normal use. Excessive wear and tear includes, but is not limited to: damaged glass, damaged body panels, lights, fenders, paint, smoking in the vehicle, dysfunctional accessories, extremely worn tire tread, any damage to the interior, and any mechanical damage that interferes with the safe and lawful operation of the vehicle.

**14. NOTICE.** All notices required or permitted under this agreement shall be deemed delivered when delivered in person or by email or mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this agreement.

**15. ASSIGNMENT.** The Rentee shall not assign, transfer, or sublet any of its obligations, rights, or interest under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without prior written consent of the Rentor.

**16. TERMINATION.** If Rentee fails to pay any amount due under this agreement or to comply with any of the covenants contained in this Agreement, Rentor may terminate this agreement immediately and exercise any remedies under applicable law.

**17. EVENT OF DEFAULT.** The Rentee will be in default if the Rentee fails to make a monthly payment on the due date, the Rentee has misrepresented personal or financial information, the vehicle is damaged or is beyond repair, the vehicle is not returned at the end of the term, Rentee fails to maintain vehicle insurance as required, or Rentee breaches any other term of this agreement.

**18. VEHICLE RETURN.** At the end of the agreement the vehicle must be returned to the care of Rentor. Rentee shall pay any applicable end-of-rent costs. The vehicle must be returned clean and with the same level of fuel tank. The Rentor will charge $50.00 cleaning fee for dirty vehicles and $200.00 charge for smoking inside of the vehicle.

**19. COSTS, EXPENSES, FEES, AND CHARGES.** Rentee agrees to pay all fines, tickets, toll charges or penalties incurred in connection with the operation of the vehicle during the term of this agreement.

**20. MAINTENANCE.** Rentor agrees, at its expense, to maintain the vehicle in good condition, repair maintenance and running order. Rentor shall be responsible for all expenses that shall result as a part of the normal wear and tear of the automobile. Rentee agrees to bring the vehicle for scheduled maintenance once requested by the Rentor. Rentee agrees not to conduct any maintenance on the vehicle without Rentor’s express permission.

**21. SEVERABILITY.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible.

**22. RISK OF LOSS.** Rentee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of the Vehicle from any cause whatsoever. In the event of such occurrence to a vehicle, Rentee shall give Rentor prompt notice of the occurrence and thereafter will place the Vehicle in good repair, condition and working order.

**23. ACCEPTABLE DRIVERS, LIMITATIONS, and MODIFICATIONS TO THE VEHICLE.** The Vehicle is not to be operated by any other driver other than the Rentee. Rentee agrees that it will not drive the vehicle outside of the state of Texas. Any exceptions can only be made upon Rentor's prior written consent. Any modifications or cosmetic additions to the Vehicle are not permitted and shall constitute automatic forfeiture of the deposit, in addition to expenses associated with restoring the vehicle to its original state.

**24. WAIVER.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**25. WARRANTIES.** The Vehicle herein is in an "as is" condition and Rentor has not made, and does not hereby make, any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the Vehicle or against any patent or latent defects therein.

**26. TERMINATION.** The agreement can be terminated by either party with at least 3 (three) days advance notice. If the Rentee in a material breach of this agreement, the Rentor can terminate this agreement immediately, upon which the Rentee must return the vehicle to the Rentor.

**27. INSPECTION.** Rentor and Rentee acknowledge that the Vehicle has been inspected and the Rentee accepts the Vehicle as being in good condition, not including manufacturer's defects.

**28. ENTIRE AGREEMENT AND MODIFICATION.** This agreement constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be effective unless in writing and signed by both parties.

**29. INDEMNIFICATION.** Rentee agrees to indemnify and hold harmless the Rentor from any loss; shall keep the Vehicle free from encumbrances, fines, liens, claims and expenses resulting from the maintenance and use of the vehicle.

**30. ARBITRATION.** Any controversy or claim relating to this agreement, including the construction or application of this agreement, will be settled by binding arbitration under the rules of the American Arbitration Association, or similar dispute resolution service, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

**31. GOVERNING LAW.** This agreement shall be construed in accordance with the laws of Texas.

**32. SIGNATORIES.** This Agreement shall be executed by {{renter}} and by Denis Kokozov, on behalf of Creek Chariot Corp. This Agreement shall be effective as of the date mentioned above:

**33. SMS Consent and Notification Agreement**

☐ I agree to receive SMS notifications from DESI CARS regarding payment reminders, scheduled maintenance, and other important rental-related updates. This consent is required to receive SMS messages related to your rental.

Note: If this box is not checked, DESI CARS will not send SMS messages.

DESI CARS is a brand name operated by Creekchariotcorp.

Privacy Policy and Terms: https://desicarscenter.com/policy

**Rentee:**

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_The\_Rentee\_Name\_ | Date: d\_Af\_The\_Rentee\_Date\_ {{begin\_time}} |

\_\_\_\_{{signature}}\_\_\_

**Rentor:**

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_The\_Rentor\_Name\_ | Date: d\_Af\_The\_Rentor\_Date\_ {{begin\_time}} |

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