

WaiveWork

Vehicle Rental Agreement

THIS VEHICLE RENTAL AGREEMENT (the "Agreement") is made and entered into as of the commencement date set forth herein (the "Commencement Date") by and between WaiveCar Inc., (the "Company"), a Delaware Corporation with an address for business at 2102 Pico Blvd, Santa Monica, CA 90401 and the undersigned (the "Renter") whose personal information is attached hereto as Appendix A. Company and Renter may be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, the Company is a car-sharing and advertising company based in California;

WHEREAS, the Renter desires to rent a vehicle from the Company (the "Vehicle").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Rental Period.** Company agrees that Renter may possess the Vehicle for the "Rental Period" specified in the Rental Summary attached hereto and made a part hereof (the "Rental Summary"). Company may agree to extend this rental in writing, but the rental period may never be more than three (3) months unless extended by the Company. Company may require Renter to pay an additional deposit if Company agrees to extend the rental period.

2. **Renter Responsibilities.**

2.1 Renter shall return the Vehicle by the return date specified in the Rental Summary.

2.2 Renter must always lock the vehicle and secure all of its parts.

2.3 Renter will not allow anyone to work on the Vehicle without Company's permission. If Company gives Renter permission, Company will only give Renter a refund if Renter has a receipt for the work.

2.4 Renter must inspect the Vehicle prior to taking possession. Company may charge the Renter with repair of all defects not previously noted prior to taking possession.

2.5 Renter must stop operating the Vehicle and contact Company as soon as Renter becomes aware of a fault to the vehicle.

2.6 Renter must check that all personal belongings have been removed from the Vehicle prior to returning the keys to the Company. Company is not responsible for any belongings left in the Vehicle.

2.7 Renter acknowledges that enter will be liable as the owner, driver, or operator of the Vehicle for any offense, penalty, charge, or fine which is committed, issued, or incurred in respect of any parking, bus lane, or traffic offense in any jurisdiction where the Vehicle is driven until it is returned.

3. **Vehicle Use; Prohibited Uses.** The Vehicle shall only be used for transportation in the ordinary course of reasonable operation of motor vehicle. Certain uses of the Vehicle and other conduct which Renter may do, or fail to do, shall automatically violate this Agreement. **ANY VIOLATION OF THIS SECTION 9 SHALL TERMINATE YOUR RENTAL AND SHALL OPERATE AS AN EXCLUSION TO AND VOID OF ALL LIABILITY INSURANCE AND OTHER PROTECTION AFFORDED HEREUNDER. VIOLATION OF THIS PARAGRAPH SHALL MAKE RENTER LIABLE TO COMPANY FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, RECOVERY AND STORAGE COSTS, TOGETHER WITH ALL LEGAL EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) THAT THE COMPANY MAY INCUR.**

It shall be a violation of this Agreement and this Section 3 if:

a. Renter uses or permits the Vehicle to be used: 1) by anyone other than the Authorized Driver; 2) by anyone without a full valid driving license for the class of vehicle rented; 3) for the purpose of teaching, training, or instructing anyone in the operation of a motor vehicle; 4) to propel, push, tow, or otherwise move any external object; 5) to be operated in a

test, race or contest, or upon unpaved roads; 6) while the driver is under the influence of alcohol or any other controlled substance; 7) for any conduct that could be charged as a crime or violation of law (e.g. a felony, misdemeanor) including, without limitation, the transportation of any controlled substance, contraband, hazardous or other dangerous material; 8) recklessly, negligently, or while overloaded; or 9) if the Vehicle is driven or otherwise taken beyond the borders of the United States of America; 10) for any other purpose not reasonably contemplated for the rental and operational use of a motor vehicle.

b. Renter or any other driver (authorized or not): 1) fails to promptly report any damage to or loss of the Vehicle immediately upon occurrence, or immediately upon learning thereof, and provide Company with a written accident / incident report or fail to cooperate with our investigation regarding the same; 2) where required by law, failed to report any accident or incident to law enforcement; 3) obtained the Vehicle through fraud or misrepresentation; 4) leave the Vehicle and fail to remove the keys, remote-entry or other starting device, or to close and lock all doors, close all windows and the trunk and the Vehicle is stolen or vandalized; 5) intentionally, or with indifference, allow damage to the Vehicle; or 6) return the Vehicle after-hours and the Vehicle is damaged, stolen, vandalized; or 7) otherwise fail to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices.

c. Driving or operating the Vehicle while utilizing or interacting with any device capable of distracting or otherwise impairing the Driver's ability to drive or operate the Vehicle (including, without limitation, any hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic or video communications, electronic data, electronic mail, or text messages) shall be deemed a breach of hereof.

4. **Fuel.** The Vehicle shall be provided to Renter with a full tank of the appropriate fuel therefor. Failure to return the Vehicle with a full tank of the appropriate grade of gasoline or fuel shall result in an additional charge for the refueling of the vehicle (\$6.00/gal).

5. **Collision Damage.** Renter shall be ultimately responsible for all collision damage to the Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the value of the Vehicle, and towing, storage, and impound fees.

To the extent not covered or reimbursed by the insurance provided for hereunder, Renter's own insurance, or the issuer of the credit card used to pay for this Vehicle Rental Agreement, may cover all or part of Renter's financial responsibility for the Vehicle. Renter should check with Renter's insurance company, or credit card issuer, to find out about Renter's coverage and the amount of the deductible, if any, for which Renter may be liable.

Further, if Renter uses a credit card that provides coverage for the potential liability, Renter should check with the issuer to determine if Renter must first exhaust the coverage limit of Renter's own insurance before the credit card coverage applies.

6. **Liability Insurance Coverage.** Renter and any authorized driver shall be protected against liability for causing any bodily injury to other persons and/or property damage to other than the Vehicle under a standard automobile insurance policy provided by the Company. The provisions of the policy are incorporated into this agreement by reference and the policy is available for the renter's inspection on request. Coverage shall be provided within these limits:

Bodily Injury: Twenty Five Thousand and ZERO/100 U.S. Dollars (\$25,000.00) per person, to a maximum of Fifty Thousand and ZERO/100 U.S. Dollars (\$50,000.00) per incident;

Property Damage: Twenty Five Thousand and ZERO/100 U.S. Dollars (\$25,000.00)

Deductibles (Renter Paid): Collision - One Thousand and ZERO/100 U.S. Dollars (\$1,000.00); Comprehensive - One Thousand and ZERO/100 U.S. Dollars (\$1,000.00)

However, this liability protection shall not apply to any incident the cause of which is covered under the provisions of Paragraph 8. Renter must report any accident, theft, or damage involving the Vehicle to the local police department and the rental company within 24 hours of the incident.

7. Condition and Return of the Vehicle.

Company warrants, and Renter hereby accepts, that the Vehicle is furnished in good operating condition. **NO FURTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE VEHICLE'S FITNESS OR MERCHANTABILITY OR OTHERWISE IS INTENDED.** Renter agrees to return the Vehicle in the same condition and to compensate the Company for any damage not covered by other provisions of this agreement. Renter shall not make, or cause to be made, any repairs on the Vehicle without the prior express approval of the Company. Renter agrees to return the Vehicle to the location designated in this agreement. If the location is other than the location where the Vehicle was picked up, Renter agrees to pay the agreed drop-off fee.

8. Driver Qualification; Authorized Drivers; No-Assignment.

Renter represents and warrants that Renter is a capable and validly licensed Driver. Company shall have the right to verify that the Renter's license is validly issued and in good standing. Renter further agrees that Company shall have the right to deny any rental (including continuation of any current or active rental) if your license has been, is, or becomes suspended, revoked, or otherwise restricted in any way. Company reserves the right, and shall be entitled to, deny any rental (including the continuation of any current or active rental) based upon information about your license status or driving record provided by the motor vehicle department or other applicable agency of the jurisdiction that issued Renter's licence or from any other reliable source in the business of validating an identity. Renter shall not allow the operation of the Vehicle by any person other than drivers authorized by the Company under this Agreement. This Agreement including, without limitation, access to or use of any Vehicle hereunder **SHALL NOT BE TRANSFERABLE** or otherwise assigned to any third party by the Renter.

9. Personal Property in Vehicle. Company shall not be liable or otherwise responsible for any loss of, or damage to, any personal property in or on the Vehicle, on any Company controlled premises, or received or handled by Company, regardless of fault. Renter shall be liable and otherwise responsible to Company for claims made by others for any such loss or damage.

10. Indemnification & Waiver. Renter shall indemnify, defend, and hold harmless the Company from all losses, liabilities, damages, claims, demands, awards, costs, attorney fees, and other expenses incurred by the Company arising from, or in connection with, this Agreement or from the use of the Vehicle by the Renter or any other person, including claims of, or liabilities to, any third party. Renter may present any such claims to Renters own insurance carrier for such events or losses; but, in any event, Renter shall have final responsibility and liability for any and all such losses, damages, claims, or liabilities. Renter hereby waives any claim against Company for any incidental, special, or consequential damages in connection with this Agreement.

11. Vehicle Repossession. In the event of a breach, threatened breach, or reasonably suspected or anticipated breach of this Agreement or the terms and provisions hereof by the Renter, Company shall have the right, without further notice or demand, to repossess the Vehicle from Renter's custody and terminate this Agreement.

12. Collections. Renter shall pay, immediately upon demand, all amounts due to Company under this Agreement and otherwise associated with the rental, use, or operation of the Vehicle. In addition to the base rental fees and charges, such amounts shall include, without limitation, any and all charges, fees, expenses, fines, penalties, payment for loss of or damage to the Vehicle, parking fines or charges, red light and traffic fines or penalties, toll charges, repossession costs, towing, storage and impoundment fees. In the event Renter fails to pay any such amount immediately upon demand, Company shall be entitled to:

a. Charge and collect a late payment penalty equal to five (5%) of the total amount due and payable;

b. Charge and collect interest in an amount equal to one and 50/100 percent (1.5%) per month on any outstanding balance;

c. Charge and collect any costs, fees, or expenses incurred by the Company in seeking to enforce this Agreement or collect any amounts due and payable hereunder (including, without limitation, attorney's fees, court costs, and any

administrative fees, cost recovery, insufficient funds fees, and collections fees.

In the event that Renter presented a credit card or debit card for payment, renter hereby authorizes Company and any of our collection agents to charge any amounts due and payable including, without limitation, those charges, costs and expenses noted above. Renter further acknowledges and agrees that Company may report any deficiency to appropriate credit reporting agencies.

13. Entire Agreement. This Agreement contains the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, representations, arrangements or understandings, whether written or oral, with respect to such subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Renter or the Company relating to the subject matter of this Agreement that are not fully expressed herein. The preamble and the recitals set forth in the beginning of this Agreement are incorporated by reference hereby as if fully set forth herein.

14. Successors and Assigns; Binding Effect. Except as otherwise expressly provided in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the successors, heirs and permitted assigns of the Parties to this Agreement. Nothing in this Agreement is intended to confer upon any Party other than the Parties hereto or their respective heirs, successors and permitted assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

15. Amendment and Waiver. This Agreement may be amended only by a written agreement expressly referring to this Agreement and executed by the respective Party hereto. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it

was given and will not constitute a continuing waiver.

16. Notices. All notices, requests, consents, offers, acceptances and other communications required or permitted hereunder shall be in writing and shall be delivered personally, or sent by prepaid overnight courier, or mailed by registered or certified mail (return receipt requested), to the appropriate Party at the address set forth herein. Each Party may furnish an address substituting for the address given above by giving written notice to the other Parties in the manner prescribed by this Section 16. Except as otherwise set forth in this Agreement, any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes, and shall be effective:

a. When delivered personally to the recipient Party to whom such notice or other communication is directed;

b. Upon the earlier of passage of twenty-four (24) hours or confirmed delivery after such notice or other communication is deposited with a nationally recognized overnight courier (e.g. UPS, FedEx, DHL); or

c. When sent by registered or certified mail, return receipt request, postage prepaid, addressed to: (A) a Party at the his, her or its principal place of business; or (B) at the above noted address, unless such transmitting Party shall have actual notice of a new address for the recipient Subscriber. Any such notice, demand or other communication according to this Section 16(c) shall be deemed to be given three (3) business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as provided in this Section, or upon receipt, whichever is sooner.

17. Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise:

a. References to the plural include the singular, the singular the plural, and the part the whole,

b. References to one gender include all genders and the neuter form,

c. "or" has the inclusive meaning frequently identified with the phrase "and/or,"

d. "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation;" and

e. References to "hereunder," "herein" or "hereof" relate to this Agreement as a whole.

f. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as the same may have been, or may from time to time be, amended, restated, revised, modified, supplemented, reenacted or succeeded.

18. Interpretation. Renter acknowledges and represents that he, she, or it has been advised to seek, and has sought, the advice of independent counsel with respect to the subject matter hereof. The Parties acknowledge, understand, represent and agree that the terms and conditions of this Agreement are the result of their mutual negotiation and, as such, no provision shall be more strictly construed against a Party on the basis that such Party was responsible for drafting the provision.

19. No Employment Status. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship among the Parties hereto or any third party.

20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision, and this Agreement shall be construed to the fullest extent possible as to give effect to the intentions of the provisions found to be unenforceable or invalid. The Parties agree that such court may reform such provisions so that it is

reasonable under the circumstances and that such provision, as reformed, shall be enforceable, except that the material intent of the Parties in entering into this Agreement shall not be defeated or rendered impossible by the removal of such provision from this Agreement.

21. Choice of Law and Venue; Jury Trial Waiver. The Parties expressly agree that all the terms and provisions hereof shall be constructed under the internal laws of the State of California without regard such state's conflict of laws or choice of law rules and principles. For the purposes of any suit, action or other proceeding brought by any Party or their respective successors or assigns arising out of any breach, or threat thereof, for any provision hereunder or otherwise relating to this Agreement or the obligations hereunder of the transactions contemplated herein, the Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts of general jurisdiction in the State of California, County of Los Angeles. With respect to all such actions or proceedings, **the Parties hereto do hereby unconditionally and irrevocably WAIVE THE RIGHT TO TRIAL BY JURY.**

21. Further Assurances. Each Party shall, from time to time, and at all times hereafter, at the reasonable request of the counter-Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably desired or required in order to fully perform and carry out the terms and intent hereof.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same document. This Agreement may be executed and delivered by customary or other commercially acceptable electronic means (including DocuSign or similar service, or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, as the same may be amended, from time to time); a manual or electronic signature so affixed to this Agreement whose image shall have been transmitted via facsimile, e-mail or other customary electronic means shall have the same

force and effect as original ink signature for all purposes.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Vehicle Rental Agreement as of the Commencement Date.

COMPANY:

WaiveCar, Inc.

By: _____
Name [NAME]
Title: Authorized Rental Manager (Authorized Person)
Address: 2102 Pico Blvd
Santa Monica, CA 90401
Tel.: (855) 924-8355

CUSTOMER / RENTER:

By: _____
Name: [NAME], Individually
Address: [Street Address]
[City, State / Zip]
Tel.: (###) ### - ####

Rental Summary:

Commencement Date:	[DATE]	Rental Period:	4 Weeks
Authorized Driver:	[NAME] [LIC #]	Rental Rate:	\$165.00/wk