



CUSTOMER REFERENCE NUMBER:  
RENTAL AGREEMENT NUMBER :

CLIENT ACCOUNT NUMBER:

Rental Location/Contact Information	Hours of Operation and additional information
Phone Number: Sales Rep : Area Manager :	Mon – Fri : Saturday : Sunday : 24/7 Roadside Assistance: Customer Service :

Customer Signature

Truck rented and safty instructions provided by Ryder agent

Cargo Contents :  
Manual Reference Number :  
USDOT Number :

## Additional Terms and Conditions of Rental Agreement (“Agreement”)

Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services (“**Ryder**”) hereby rents to the customer executing this Agreement (“**Customer**”) the truck and other rental property and accessories listed on the other side of this Agreement (collectively the “**Vehicle**”). If the terms on the other side of this Agreement conflict with the terms set forth below, those contained on the other side shall govern (only to the extent of such conflict). A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES DURING THE RENTAL.

Ryder may use its customer data for mailings by Ryder, its business partners, and other parties. In addition, Ryder may rent, sell, or exchange such data for marketing purposes. If you do not wish to receive such mailings or solicitations, please write to: Ryder, P.O. Box 020816, Miami, Florida 33102-0816.

1. VEHICLE CONDITION: Customer acknowledges that it has inspected the Vehicle and that any visible damage or defect has been noted on the Vehicle Damage Description and Safe Driving Tips form or any other supplemental Ryder form attached (which are incorporated by reference into this Agreement). It is the sole responsibility of Customer to ensure that the condition of the vehicle is acceptable to customer for its intended use, and that use of the vehicle will not result in any violation of, any laws, regulations, or ordinances applicable to such use. RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR GUARANTY AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE VEHICLE, OR THE VEHICLE’S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. RYDER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

2. PROHIBITED USE OF VEHICLE: Customer will NOT use or permit the Vehicle to be used: (i) in violation of any Federal, state, or local law, ordinance, or regulation; (ii) to push or tow anything with a gross weight (empty weight of towing device plus weight of load on towing device) in excess of the maximum towable weight shown on the Ryder Vehicle; (iii) or driven by anyone other than (a) the driver listed on the other side, and/or (b) his/her regular fellow employees, employer, or business partner on a business rental unless Customer elects at the start of the rental, and pays for (where applicable), the Additional Drivers Option, in which event any properly licensed and qualified driver may drive the Vehicle (ALL DRIVERS MUST BE PROPERLY LICENSED AND QUALIFIED, 18 YEARS OF AGE OR OLDER, AND HAVE CUSTOMER’S PRIOR EXPLICIT WRITTEN OR VERBAL PERMISSION TO DRIVE THE VEHICLE.); (iv) off an improved road or other paved surface, in a reckless or abusive manner, in excess of applicable speed limits, or while the driver is under the influence of alcohol or a controlled substance; (v) to transport any car, truck, animal, or human being inside the cargo section of the Vehicle; (vi) to transport any passengers or animals in the cabin, except as required in the normal and ordinary course of business; (vii) to transport persons for hire or for the illegal transportation of any intoxicating liquor, cigarettes, a controlled substance, or other contraband; (viii) to haul any load that would make the Vehicle exceed the gross vehicle weight (empty weight of the Vehicle plus the weight of load) shown on the Ryder Vehicle or on the other side of this Agreement, nor with any load improperly packed or secured; (ix) in any area of strike, labor or civil disruption or violence, or natural disaster; (x) in or taken into Mexico or anywhere else outside of the United States (“U.S.”) or Canada; and/or (xi) TO STORE, TREAT, TRANSPORT, OR DISPOSE OF ANY REGULATED, TOXIC, OR HAZARDOUS SUBSTANCE OR WASTE (INCLUDING, WITHOUT LIMITATION, CORROSIVE, INFECTIOUS, POISONOUS, FLAMMABLE, EXPLOSIVE, OR RADIOACTIVE SUBSTANCES AND MEDICAL WASTE) AS DEFINED IN ANY LAW. Customer acknowledges and represents that it (including any employees and third-party agents who interact with Ryder under this Agreement on Customer’s behalf) has been, is and shall remain in compliance with U.S. export controls and sanctions laws and regulations and all designations made under these laws and regulations. To the extent that Customer is subject to an enforcement action or designation under any such export controls or sanctions law, Customer will notify Ryder within ten business days following the date of the government’s notice to the Customer of such action.

3. CHARGES: Customer will pay all charges due Ryder on demand in U.S. currency or by Ryder accepted credit card or other form of payment acceptable to Ryder. Any Customer deposit will be applied to, and guarantee, Customer’s complete performance of its obligations under this Agreement. Ryder may charge any amounts due Ryder against any credit card used in connection with the rental. Customer will be charged a fee for any check used for payment of charges that is returned to Ryder unpaid for any reason whatsoever. Customer will pay the full charge for each full or partial rental day. The Daily Rental Rate or Flat Rate, if any, set forth on the other side of this Agreement is the minimum charge and may be charged for a rental period of less than 24 hours. If Customer requests an adjustment of services during the term (resulting in an account profile change or otherwise), Ryder may accept the request in writing, which shall notify Customer of any adjustment of charges.

4. LIEN ON CUSTOMER’S PROPERTY: Ryder will have a lien on all of the Customer’s property transported in the Vehicle or any trailer attached to the Vehicle for all charges and expenses incurred, including those related to damage to the Vehicle. If Customer does not pay all charges when due, Ryder may, at its option, sell at public or private sale, without further notice to Customer, all such property to satisfy these charges and all costs associated with this sale consistent with applicable law.

### 5. LIABILITY PROTECTION

A. RYDER LIABILITY PROTECTION: Unless (i) Customer declines liability protection or (ii) Customer elects higher limits of liability as indicated on the other side and the other side of this Agreement is so endorsed, the Vehicle is covered by an automobile liability insurance policy, Old Republic Insurance Company Policy No. TB15273 or any successor or replacement policy therefor (Liability Protection Plan) which covers Customer against bodily injury and property damage claims by others, and such Liability Protection Plan is primary. Unless (i) Customer declines liability protection or (ii) Customer elects higher limits of liability protection as indicated on the other side and the other side of this Agreement is so endorsed, Old Republic Insurance Company Policy No. TB 15273 or any successor or replacement policy therefor is the only automobile liability coverage extended to the Customer under this Agreement and the limits of liability to be furnished to Customer pursuant to this agreement are as follows: (i) For any Vehicle other than a Tractor (as defined below), the split limits of liability are \$10,000 for each person injured, subject to a limit of \$20,000 from all injuries resulting from one accident, and a limit of \$5,000 for damages to property resulting from any one accident, unless the limits required by an applicable compulsory or financial responsibility law of the state/province in which the accident occurs are higher in which case such higher limits may apply. For example, in California, Vehicle Code Section 16451 requires the split limits of liability are \$15,000/\$30,000, (ii) For a truck type tractor equipped with a fifth wheel (Tractor), the split limits of liability are \$250,000 for each person injured, subject to the limit of \$500,000 from all injuries resulting from any one accident, and a limit of \$100,000 for damages to property resulting from one accident, unless the limits required by a compulsory or financial responsibility law of the state/province in which the accident occurs are higher, in which case such higher limits will apply. A copy of the Liability Protection Plan is available for inspection at Ryder’s main offices. Customer agrees to comply with and be bound by all of the terms, conditions, limitations and restrictions of the Liability Protection Plan (even those that are not specifically mentioned in this Agreement), and such terms, conditions, limitations and restrictions are incorporated by reference into this Agreement.

If, at the start of the rental, Customer elects higher limits of liability protection (where available), which provides higher limits of liability protection than those indicated in Paragraph 5A, above, and the other side of this Agreement is so endorsed, then those higher limits will be applicable and Customer agrees to pay the additional rate shown therefor. In such event, all coverage and limits of liability will be solely and entirely extended under a separate and different automobile liability insurance policy, Old Republic Insurance Company Policy No. Z35726 or any successor or replacement policy therefor.

If Customer elects a deductible amount per accident under the Liability Protection Plan or any other plan with higher limits, if elected, (OPTION AVAILABLE ONLY TO COMMERCIAL CUSTOMERS AND NOT AVAILABLE AT ALL RYDER LOCATIONS), and the other side of this Agreement is so endorsed, Customer will be responsible for such amount in the event of an accident. Customer agrees that Ryder and/or Ryder’s insurance carriers, at their option, will have the sole right to conduct accident investigations and administer claims handling and settlements, and in such event Customer will adhere to and accept Ryder and /or Ryder’s insurance carriers conclusions and decisions. Customer agrees to release, indemnify and hold Ryder and Ryder’s insurance carriers harmless from and against any and all expense (including without limitation court costs, attorneys fees and expert witness fees), damages and/or liability arising out of the use or operation of the Vehicle (EVEN IF DUE TO RYDERS FAULT OR NEGLIGENCE) which are (i) in excess of the limits of liability described in Paragraph 5A, (ii) excluded from coverage under the Liability Protection Plan or any other liability plan with higher limits, if elected, and/or (iii) not otherwise covered under the Liability Protection Plan or other liability plan with higher limits, if elected.

The Liability Protection Plan or other liability plan with higher limits, if elected, does NOT apply; (i) If the Vehicle is obtained, used or operated in violation of any provision of this Agreement, (ii) to loss or damage to property, whether or not owned by Customer, in the Vehicle, or for any reason on Customer’s care, custody or control, (iii) To any injuries of any nature whatsoever to Customer, Customer’s agents, employees, guests, family members of Customer’s household or other occupants of the Vehicle, (iv) To any tow dolly, car carrier or trailer if not rented

from Ryder or if not attached to a Ryder Vehicle, and/or (v) for punitive, exemplary, incidental or consequential damages, fines or penalties.

Customer waives and is not provided with uninsured or underinsured motorist coverage, personal injury protection coverage, medical payment coverage, and/or supplementary no fault coverage. If any such coverage cannot be waived or excluded under the law of the state/province in which the accident occurs, of if such waiver or exclusion is otherwise unenforceable, such coverage will only be provided under the Liability Protection Plan or other liability plan with higher limits, if elected, to the extent and with the minimum limits required by the law of that state/province.

B. CUSTOMER LIABILITY INSURANCE: If Customer elects to provide liability insurance and this Agreement is so endorsed (OPTION AVAILABLE ONLY TO COMMERCIAL CUSTOMERS AND NOT AVAILABLE AT ALL RYDER LOCATIONS), Customer agrees to insure the Vehicle with a standard form automobile liability insurance policy, with Ryder named as an additional insured, covering all risks of loss or damage to persons or property, arising out of the ownership, maintenance, use, or operation of the Vehicle during the rental, regardless of fault. The limits of this insurance will not be less than \$1,000,000 for all bodily injury and property damage arising from any one accident or such higher limits as Ryder may require. Customer agrees to provide Ryder with a certificate of insurance, evidencing the required coverage and limits of liability before using the Vehicle. Customer agrees to release, indemnify, and hold Ryder and Ryder’s insurance carriers harmless from and against any and all expenses (including without limitation court costs, attorney fees, and expert witness fees), damages, and/or liability arising out of the ownership, maintenance, use, or operation of the Vehicle (EVEN IF DUE TO RYDER’S FAULT OR NEGLIGENCE) which are (i) in excess of the limits of liability under Customer’s liability insurance, (ii) excluded from coverage under Customer’s liability insurance, or (iii) not otherwise covered under Customer’s liability insurance. If any applicable state/province law requires Ryder or its insurance carriers to extend liability insurance coverage, then notwithstanding Customer’s election to provide such liability insurance, such coverage extended by Ryder or its insurance carrier will be limited to the statutory compulsory or financial responsibility minimum limits and will be excess over (i) that insurance Customer or Customer’s insurance carriers has agreed to provide, and (ii) any other insurance coverage that any insurance carrier (other than Ryder’s insurance carriers) furnishes. Customer acknowledges that the rental rate given to Customer is partly a function of Customer’s provision of such insurance with complete coverage of and indemnification of Ryder. If Customer fails to procure or maintain liability insurance in accordance with this Paragraph 5B, then upon written notice, Ryder may immediately extend liability insurance (the Liability Protection Plan) in accordance with Paragraph 5A and charge Customer for such services.

C. TRUCK LEASE AND SERVICE AGREEMENT: If Customer is also a lessee pursuant to a Ryder Truck Lease and Service Agreement (“**TLSA**”) and such TLSA designates Customer as the party responsible for providing and maintaining the liability insurance for the vehicle(s) leased thereunder, then that liability insurance will also extend to and cover the Vehicle(s) rented under this Agreement and the terms of the TLSA with respect to liability insurance will supersede and control over any contrary term in this Agreement. In all other respects the terms and conditions of this Agreement shall apply. Customer must furnish Ryder with proof of its liability insurance before Ryder will deliver the Vehicle to Customer.

6. THEFT AND DAMAGE TO VEHICLE: Unless Customer elects, at the start of the rental, Physical Damage Waiver (“**PDW**”) or a Limited Damage Waiver (“**LDW**”) on this Agreement, Customer is totally responsible for all loss (including theft) and/or damage, including road hazard damage, to the Vehicle, irrespective of any fault on the Customer’s part. Ryder agrees to waive Customer’s liability for theft of and/or physical damage to the Vehicle to the extent set forth on the other side of this Agreement if (i) Customer accepts and pays the charge for PDW or a LDW (where available), and (ii) CUSTOMER IS NOT IN VIOLATION OF ANY PROVISION OF THIS AGREEMENT. Notwithstanding the election of PDW or a LDW, Customer is totally responsible for all loss or damage to the Vehicle due to a violation of any provision of this Agreement. PDW AND LDW ARE NOT INSURANCE AND ARE OPTIONAL. If Customer does not elect, at the start of the rental, PDW or LDW, Customer shall furnish Ryder with evidence of Physical Damage insurance covering the Vehicle for loss or damage with Ryder endorsed as loss payee. Customer must immediately report any accident, loss, or theft of the Vehicle to the nearest Ryder District Office and will promptly (within 24 hours) complete a Ryder Accident Report form and provide Ryder with a detailed inventory of all cargo that was in the Vehicle. If Customer fails to procure or maintain Physical Damage insurance in accordance with this Paragraph, then upon written notice, Ryder may immediately extend PDW in accordance with this Paragraph and charge Customer for such services.

7. GLASS DAMAGE PROTECTION: Unless Customer elects at the start of the rental, Glass Damage Waiver (“**GDW**”), PDW, or LDW on this Agreement, Customer is totally responsible for all loss and/or damage to the windshield and windows of the Vehicle(s) (collectively referred to as the “**Glass**”) irrespective of any fault on the Customer’s part. Ryder agrees to waive Customer’s liability for damage to the Glass to the extent set forth on this Agreement if (i) Customer accepts and pays the charge for the GDW, the PDW, or the LDW and (ii) CUSTOMER IS NOT IN VIOLATION OF THE AGREEMENT. Notwithstanding the election of GDW, PDW, or LDW, Customer is totally responsible for all loss and/or damage to the Glass due to a violation of any provision of this Agreement. GDW IS NOT INSURANCE AND IS OPTIONAL. Regardless of the selection by Customer related to GDW, any damage to windshield Glass (or any other Glass in the 2 States designated below) is covered, without deductible, in the cost paid for Ryder’s extension of PDW or LDW in the following states (and only these states): Florida, Massachusetts, Kentucky (full glass), and South Carolina (full glass).”

8. PERSONAL ACCIDENT AND CARGO RESPONSIBILITY: Customer agrees that Ryder will have absolutely no liability whatsoever, and agrees to release, indemnify, and hold Ryder harmless for any and all (i) loss or damage to cargo or other property transported in the Vehicle, EVEN WHEN THE LOSS OR DAMAGE WAS DUE TO RYDER’S FAULT OR NEGLIGENCE or Customer assumes all such risk of loss or damage, and (ii) claims, damages, or losses arising from injuries of any nature whatsoever, or death of Customer, Customer’s agents, employees, guests, family, members of Customer’s family, or other occupants of the Vehicle EVEN WHEN SUCH DEATH OR INJURY WAS DUE TO RYDER’S FAULT OR NEGLIGENCE, and Customer assumes all such risk and liability.

9. DAMAGE RESPONSIBILITY: When Customer is responsible for loss or damage to the Vehicle under this Agreement, including responsibility for a deductible under Paragraph 5 or 6, Customer will have the option of either (i) paying Ryder for the estimated costs of repairs for loss or damage plus an administrative mark-up, or (ii) paying Ryder the actual repair costs, plus a reasonable administrative mark-up, plus the loss of use of the Vehicle until Vehicle is repaired and returned to service (such period not to exceed a commercially reasonable time or a maximum of 30 days), which shall be billed to Customer at the agreed upon rental rate. After receiving notice from Ryder regarding Customer’s option as listed above, if Customer does not make an election within 7 days, option (i) will apply. Ryder will obtain a third party vendor estimate for any major damage. If Customer returns a Vehicle outside of normal business hours, Customer shall remain responsible for loss or damage to that Vehicle until the receiving Ryder location opens on the next business day and has a reasonable opportunity to inspect the Vehicle for damage. In the event of a theft of the Vehicle or a total loss, Customer shall pay Ryder the greater of: (a) the Vehicle’s retail fair market value; or (b) Ryder’s book value for the Vehicle.

10. PERSONAL ACCIDENT AND CARGO RESPONSIBILITY: Customer agrees that Ryder will have absolutely no liability whatsoever and agrees to release, indemnify, and hold Ryder harmless for any and all (i) loss or damage to Customer’s cargo or other property owned by or in the possession of Customer, EVEN WHEN THE LOSS OR DAMAGE WAS DUE TO RYDERS FAULT OR NEGLIGENCE and Customer assumes all such risk of loss or damage, and (ii) claims, damages, or losses arising from injuries of any nature whatsoever, or death of Customer, Customers agents, employees, guests, family, members of Customers family, or other occupants of the Vehicle EVEN WHEN SUCH DEATH OR INJURY WAS DUE TO RYDERS FAULT OR NEGLIGENCE, and Customer assumes all such risk and liability.

11. RETURN OF THE VEHICLE BY CUSTOMER: Customer will return the Vehicle and all accessory items clean, dry, and free of odor, debris, pests, insects, contamination, or infestation, and in at least the same good condition as received, on the due date, and at the time specified on this Agreement, or upon Ryder’s demand, to the location from which the Vehicle was delivered to Customer unless a different place of return is specified on this Agreement (the “**Destination Location**”). Unless the Agreement is terminated by Ryder, the term of this Agreement shall continue until Customer returns the Vehicle to Ryder in accordance with this Paragraph 10. In addition to all other charges due and remedies available to Ryder under this Agreement, CUSTOMER WILL BE LIABLE FOR A LATE CHARGE IF THE VEHICLE IS NOT RETURNED BY THE DUE DATE AND TIME SPECIFIED ON THE OTHER SIDE OF THIS AGREEMENT. A CLEANING SERVICE CHARGE MAY APPLY IF THE VEHICLE IS NOT RETURNED CLEAN. If no due date and time for returning the Vehicle are specified, Customer will return the Vehicle upon demand or within seven (7) days of the date that it was rented, whichever occurs first. If Customer does not return the Vehicle within three (3) days after the due date and time specified for its return or upon Ryder’s demand, or if information provided to Ryder by Customer is false, Ryder may consider the Vehicle stolen and pursue all appropriate legal action, both criminal and civil, to recover the Vehicle. CUSTOMER AGREES NOT TO SUBLEASE OR RELET THE VEHICLE, WHICH CUSTOMER ACKNOWLEDGES IS OWNED BY RYDER, OR ASSIGN THIS AGREEMENT, AND ANY ATTEMPT TO DO ANY OF THE FOREGOING SHALL BE

NULL AND VOID AND CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

Neither Customer nor any driver of the Vehicle are, or shall in any event be or be deemed to be, the agent, representative, servant, or employee of Ryder in any manner or for any purpose whatsoever.

12. BREACH OF THIS AGREEMENT: In the event Customer breaches or is in default of any obligation in this Agreement, or if the Vehicle is overdue, illegally parked, or apparently abandoned, or if any information Customer provides to Ryder is false, Ryder may, without prior notice or demand to Customer, recover the Vehicle wherever it is located and immediately terminate this Agreement without prejudice to any of Ryder’s rights or other remedies available under this Agreement or any law. Ryder will be entitled to recover from Customer all reasonable costs, expenses, and attorneys fees incurred by Ryder to repossess any Vehicle and/or enforce the terms of this Agreement.

13. MAINTENANCE RESPONSIBILITY AND INSPECTION RIGHTS: Customer shall conduct pre and post inspections of the Vehicle, complete required reports, and promptly notify Ryder of any Vehicle condition issues. Ryder will not be liable for any FMCSA violations or other citations for which Ryder was not provided notice. Customer agrees to be responsible and pay for all mechanical damage to the Vehicle caused by: (i) Customer’s breach of any provision of this Agreement; (ii) Customer’s failure to maintain adequate oil, fluids, coolants, and water levels in the engine; and/or (iii) Customers neglect of any necessary servicing or maintenance of the Vehicle during the rental period. Customer will not perform, and Ryder will not be responsible for, any service, repairs, or other maintenance to the Vehicle during the rental period unless Ryder gives prior written authorization for such work. Ryder may inspect the Vehicle at any time wherever it is located.

The engine in the Vehicle is compliant with EPA Engine Emissions Standards and in accordance with the owner’s manual may require Diesel Exhaust Fluid or a similar additive (DEF). All charges for DEF are Customer’s responsibility and, if provided by Ryder, will be billed in addition to all other charges at Ryder’s then-current rate. Failure to maintain required tank levels or adding non DEF fluids to this tank may cause Vehicle derate or system damage. Any failure to maintain required proper DEF fluid level is driver abuse and Customer is responsible for all mechanical damage resulting from such failure.

The Vehicle(s) contains technology that is compliant with 2007 or 2010 emissions standards. Customer acknowledges that Ryder has provided Customer with instructions concerning the periodic regeneration of the Diesel Particulate Filter (DPF) that must be performed in accordance with manufacturer’s requirements. Instructions for DPF regeneration are also located on the backside of the driver’s side sunvisor. It is Customer’s sole responsibility to properly and timely perform the regeneration. Any failure to perform DPF regeneration is driver abuse and Customer is responsible for all costs necessary to repair and tow the Vehicle as well as any other mechanical damages resulting from such failure.

14. TAXES, FEES, PERMITS, TICKETS, AND FINES: Customer agrees to be responsible and pay for any taxes, special licenses, permits, fees, or tolls required by Customer’s use and operation of the Vehicle and also agrees to file or assist Ryder in filing any and all returns or reports required, if any, by any agency or government body as a result of Customers use and operation of the Vehicle. In addition, Customer will promptly pay for all tickets, fines, and penalties, including forfeiture or seizure resulting from the use and operation of the Vehicle. IF CUSTOMER’S FAILURE TO PAY ANY TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS RESULTS IN A CLAIM OR LIEN INVOLVING ANY VEHICLE, THEN RYDER MAY SETTLE THE CLAIM OR LIEN, AND CUSTOMER SHALL PROMPTLY PAY RYDER THE FULL AMOUNT OF SUCH SETTLEMENT, ANY COSTS, AND AN ADMINISTRATIVE CHARGE NOT TO EXCEED \$10 PER OCCURRENCE FOR TOLLS ADMINISTERED THROUGH RENT A TOLL AND \$25 PER OCCURRENCE FOR ALL OTHER TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS. RYDER COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS VEHICLE.

15. FUEL: RENTAL RATES DO NOT INCLUDE THE COST OF FUEL. THE VEHICLE WILL HAVE A FULL FUEL TANK UPON COMMENCEMENT OF THE RENTAL. CUSTOMER IS RESPONSIBLE FOR ALL FUEL DURING THE COURSE OF THE RENTAL. All fuel used in the Vehicle shall be of a type and grade that meets all manufacturers’ recommendations and the requirements of applicable law. Customer must return the Vehicle with a full fuel tank if the Destination Location does not provide fuel or offer optional refueling service. If the Destination Location provides fuel, Customer may fill up the fuel tank at Customer’s expense at the Destination Location or at any fuel retailer of Customer’s choice. If the Destination Location offers optional refueling service and Customer elects not to refill the fuel tank prior to return, Customer will pay a refueling service charge (a) calculated by multiplying the rate per gallon by the number of gallons required to refill the fuel tank determined either by actual refueling or by reading the factory installed fuel gauge, and/or (b) calculated as a flat charge. Fuel or optional refueling service is not available at all locations and the charges will vary by location. Refueling service charges are generally higher than retail fuel prices at fuel retailers such as service stations. Customer agrees to contact the Destination Location to verify availability of and charges for fuel or optional refueling service before returning the Vehicle.

16. TELEMATIC DEVICE: Each Vehicle may contain a telematic device consisting of a transceiver box, antenna and other related equipment and hardware (collectively “**Device**”). You agree not to tamper with or disable the Device without the express written consent of Ryder. You shall be responsible for any loss of or damage to the Device at full replacement cost. The Device, all related software and all data collected from the Device shall at all times remain the property of Ryder. The Device may be removed by Ryder at any time or upon termination of this agreement. If Ryder offers and Customer accepts telematic service, Customer shall be subject to the RydeSmart General Terms and Conditions found at [www.rydesmart-ryder.com](http://www.rydesmart-ryder.com) (incorporated herein by reference).

17. COMPLIANCE: Any Vehicle domiciled or rented from a Ryder Location outside of the State of California may not be compliant with all California Air Resources Board requirements. If Customer intends to operate the Vehicle within the State of California, Customer is solely responsible for compliance with all laws and regulations within the State of California. If Customer intends to operate the Vehicle in the State of California, please contact a Ryder employee for assistance or with any questions. Ryder, the Lessor, cooperates with all Federal, State and local law enforcement officials nationwide to provide the identity of customers who operate this rental CMV.

18. MISCELLANEOUS: If a court rules that any one or more provisions, or part thereof, in this Agreement are illegal, invalid, or unenforceable, the remainder of that provision and all other provisions in this Agreement will remain binding, effective and fully enforceable. This Agreement contains the entire agreement between the parties and may be altered only by written amendment signed by both parties. Notwithstanding the foregoing sentence, this Agreement shall govern and control over any Purchase Order or other document issued by Customer in connection with the rental. Ryder will not be liable to Customer if Ryder is prevented from performing under this Agreement by any present or future cause beyond Ryder’s control. These causes include, but are not limited to, Acts of God, national emergencies, wars, riots, fires, labor disputes, federal, state, or local laws, rules or regulations. Even if Ryder is unable to perform, Customers obligations under this Agreement will continue. If Ryder delays or fails to exercise any of its rights under this Agreement, or if Ryder partially exercises any right, Ryder will not have thereby waived any of its rights. By failing to declare an act of default, Ryder does not waive that default. Ryder may act on that default at any time. NO PROTECTION OF ANY KIND (INCLUDING PDW, LDW, LIABILITY PROTECTION, SUPPLEMENTAL LIABILITY PROTECTION), WILL BE EFFECTIVE IF THE CUSTOMER (A) CONVERTS THE VEHICLE BY FAILING TO RETURN IT FOR ANY REASON WHEN DUE, AND/OR (B) OTHERWISE IS IN VIOLATION OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.