

# SpeedyRental LLC

## Rental Terms and Conditions

**1. The Rental Agreement.** These Rental Terms and Conditions, the rental document you receive when you are given access to the car you are renting (the "Rental Contract") any additional agreement signed by you, any documents or agreements (or links to on-line documents or agreements) sent to you electronically in connection with your rental), the Privacy Notice, and the return receipt or record (the "Rental Receipt") with computed rental charges together constitute the "Rental Agreement" between yourself and SpeedyRental LLC.

**2. Your Rental.** You rent from SpeedyRental LLC the car, which rental is solely a transfer of possession and not of ownership. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You" and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to SpeedyRental LLC. You also agree that you are not our agent for any purpose; and that you cannot assign, delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

**3. Changes.** Any change in the Rental Agreement or our rights must be in writing. You further agree that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the SpeedyRental LLC website. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the SpeedyRental LLC website, which date will be indicated therein, without any requirement by you to sign the changed Terms and Conditions. Changes to these Terms and Conditions will be posted as they occur on the SpeedyRental LLC website at [www.carspeedyrental.com](http://www.carspeedyrental.com) and will govern all rentals commencing after posting even if the terms provided at time of reserving the rental car are different.

**4. Meaning of Car.** The word "car" in the Rental Agreement means the vehicle rented to you or its replacement and includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by SpeedyRental LLC with the vehicle and separately rented to you by SpeedyRental LLC unless otherwise explicitly specified in the Rental Agreement.

**5. Who May Drive The Car.** You represent to SpeedyRental LLC that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to each rental; and that we may in our sole discretion refuse to rent to you if your license is not in good standing. We reserve the right to deny rentals based upon (i) information about your license status, (ii) authenticity of your driver's license or other credentials, (iii) the inability to verify your identity or payment methods, (iv) your driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license, or (v) any

other information received from any other source in the business of validating an identity or the driver's license credential that we believe to be reliable. We reserve the right to validate your driving credentials and license good standing periodically without notice to you except as required by law. Except where otherwise specifically authorized by applicable law, only you, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car (each a "Permitted Driver"). Any person other than you that operates the car must sign an additional driver form at the time of the rental. We may charge for each additional driver authorized to drive the car, which will be specified on the Rental Contract. You acknowledge that you will remain financially responsible under the Rental Agreement at all times even if the car is operated by a Permitted Driver or someone other than yourself.

**6. Return of the Car.** You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Rental Contract. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee. You may not return the car outside of the return location's operating hours unless specifically allowed by that location. If you do, your responsibility for damage to or loss of the car will continue and all charges stated on the Rental Contract as a periodic rate will continue to accrue until the return location reopens and we process the return of the car. Operating hours vary by location. If we do not find the car when that location opens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered. If you wish to extend any rental you must contact us at 1-801-573-4248 or use a method we approve to request the extension before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If you do not return the car to the location specified in the Rental Agreement, as and when required under the Rental Agreement, you may be subject to criminal penalties. If we do grant an extension a different or higher rate may be applied to the extension period and a service fee may also apply.

**7. Late Fees and Penalties.** You agree to return the car to the designated drop-off location before the contract expires. If you return the car late on the same day, you will be charged a late return fee of \$60, in addition to the rental rate for an extra day.

If the car is returned later than a day, the charges will be more severe. You will be billed Three times the daily rental rate each day, along with a one time \$60 late return processing fee. These charges will continue to accrue until the car is finally returned to the designated drop-off location.

It's crucial to emphasize that failure to return the rental car on time could lead to serious consequences. If the car is not returned on time, it will be considered overdue, and will be reported as stolen to law enforcement authorities. As a result, you may be subject to criminal charges and penalties as per the law.

**8. Where You'll Return the Car.** The car must be returned to the agreed return location as specified on the Rental Contract. If return is indicated to a location other than the location where your rental commences, you may have to pay a one way service fee. If you return the car to a different location from the agreed return location without our permission, you agree to pay an unauthorized return location fee specified by us.

**9. Deposit and Cancellation Policy.** You will be charged a Reservation Fee or a Deposit for reserving the vehicle. All the deposits or reservation fees are fully or partially refundable. If the renter cancels the reservation minimum of 10 Days before the trip starts full refund will be issued(excluding card processing fee). If the renter cancels the trip minimum of 5 Days before the strip starts partial refund will be issued. If the trip is canceled less than 5 days before its start date no refund will be issued.

**10. Rental Charges.** You will pay for the number of miles/kilometers you drive and the period of time you rent the car at the rate indicated on the Rental Contract, or your applicable corporate rate. Unless otherwise indicated on the Rental Contract, the minimum charge is one day (24 hours), unless "calendar day" is indicated on the Rental Contract, plus mileage/kilometerage, or a fixed fee. We will determine the miles/kilometers by reading the factory-installed odometer or utilize the vehicle's telematics device. The daily charge applies to consecutive 24 hour periods starting at the hour and minute the rental begins or, if a calendar day is specified on the Rental Contract, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental occurs. If you fail to comply with any conditions for special rates specified on the Rental Contract our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges.

**a)** You will also pay a reasonable fee for cleaning the car's interior and exterior upon return if the car's interior or exterior looks dirty, dusty or not recently cleaned and maintained. Additional charges can be issued if Any stains, spills or odor attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion. Refundable deposit and/or card on file can be used to cover any cleaning fees.

**b)** If the key(s) or key fob(s) are not returned with the car, you may be charged additional fees.

**c)** We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the car. You will pay an additional charge of \$150 for contract violation and subsequent cleaning fees if you return the car and it smells or is soiled from smoke or e-cigarette vapor.

**d)** No pets allowed in the car unless it is being disclosed in writing and additional pet fees and cleaning fees are paid in full. You will be charged an additional \$150 if pet policy is violated.

**e)** You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.

f) SpeedyRental tries to ensure that all prices and descriptions quoted on its website or elsewhere are correct and accurate. However, in the case of a manifest error or omission, SpeedyRental LLC reserves the right to rescind the Rental Agreement, even if we have already accepted your reservation and/or received your payment. Our liability in that event will be limited to the return of any money that you have paid with respect to the reservation. In the case of a manifest error in which we permit you to keep your reservation, we reserve the right to require that you pay the difference between the quoted price and the correct price, as confirmed in writing by SpeedyRental LLC after the manifest error has been discovered. A "manifest error", as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by SpeedyRental which is more than 15% less than the price that would have been quoted had the mistake not been made.

**11. Taxes, Surcharges & Fees.** You'll also pay all applicable taxes as well as any additional charges provided on the Rental Agreement which are over and above the base rental rate. These may be surcharges, deposits and/or recovery fees to recover certain costs.

**12. Card Reserve.** You acknowledge that you have been informed that if you use a charge card (including any digital wallet or mobile payment application linked to your charge card account), your credit, up to an amount of the estimated total charges due under the Rental Agreement, as indicated on the Rental Contract, based on your representations about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under the Rental Agreement, based on your representations about this rental, as indicated on the Rental Contract, or the deposit amount indicated on signs at the location at which you rent the car at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental (return of the car and our determination of whether any additional fees or charges apply), and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

**13. Repossessing the Car.** We can repossess the car at any time in our sole discretion for reasons that include, but are not limited to the following: the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the car or affecting the car's operation. If the car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car or presented to us.

**14. Damage to/Loss of the Car.** if the car is lost or damaged as a direct or indirect result of a violation of paragraph 15, or damaged as a result of an act of nature, you are responsible and

you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged plus convenience and service fees incurred during sale. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as but not limited to glass, mirrors, tires, antenna, vehicle interior parts and excessive wears and tears, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on LDW that are different than the terms of the Rental Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt.

**15. Prohibited Use of the Car.** Certain uses of the car and other actions you or a driver may take, or fail to take, will violate the Rental Agreement. **A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS INSURANCE, ANY ROADSIDE ASSISTANCE PLAN, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER (LDW) OR PARTIAL DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.** It is a violation of this Paragraph if any of the following occurs:

**A. You use or permit the car to be used: 1) by anyone other than an authorized driver, as defined in paragraph 5; 2) to carry passengers or property for hire or more passengers than the car has seat belts to carry; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol, any controlled substance, including without limitation, any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code**

(a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; 7) recklessly or while overloaded; or 8) if the car is driven into Mexico without our expressed permission. B. You or an additional driver, whether authorized or not: 1) fail to promptly report to SpeedyRental LLC any damage to or loss of the car when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; 2) Where required by law, failed to report an accident to law enforcement; 3) obtained the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys (or key fobs) or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; or 5) intentionally or with willful disregard cause or allow damage to the car. C. You or an additional driver, whether authorized or not, return the car after hours and the car is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the car, its keys, key fobs, or other remote entry and starting devices. D. Driving or operating this car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

**14. Fuel Service Charge.** Most rental cars come with a full tank of fuel, but that is not always the case. Car must be returned with the full tank of gas or same level as it was picked up by you

1) If you do not accept the fuel service option, where available, at the beginning of your rental, and you return the car with less fuel than was in it when you received it, as we determine in our sole discretion, we will charge you additional penalty charge of \$15 convenience fee plus the fuel cost up-to full tank amount.

3) You may avoid a fuel service charge if you return the car with the fuel tank as full as when you received it or buy Prepaid refuel from us with the additional cost of \$42 - \$58 depending on the car model and fuel tank capacity.

**16. Fines, Expenses, Costs and Administrative Fees.** You'll pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of your rental. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding your rental to ATS Processing Services, LLC (ATS), Violation Management Services (VMS), or another agent we authorize to act on our behalf for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the car during your rental plus a reasonable administrative fee not to exceed \$50 per violation. You authorize us as our agent ATS, VMS or another agent we appoint to bill you directly to the credit/debit card you used to rent the car. You authorize ATS, VMS or another agent we authorize to contact you directly regarding any tickets, citations, fines and penalties incurred by you or assessed against us or to our car while the car was rented to you.

In the event we use a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

You agree to indemnify and hold us ATS, VMS and any other agent we authorize harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

**17. Roadside Assistance.** we don't provide roadside assistance, your insurance is responsible for roadside assistance.

**18. Car Rental Insurance(CDW) & Liability Protection.** you are required to present comprehensive and collision coverage with deductible of \$1000 or lower at the time of car pickup or We can also provide car rental insurance and/or liability protection for additional cost.

**19. Property in the Car.** We are not responsible for loss of, theft, or damage to any property in or on the car, in any service vehicle, such as a transit van or bus, on our premises, or received or handled by us, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage caused by your property.

**20. Error in Rental Charges.** The charges shown on the return record are not final and are subject to review. You'll pay any undercharges and you'll receive a refund for any overcharges we discover on review.

**21. Collections.** If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the car including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, we will take the following actions: a) You agree to pay a late charge of 1 & 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in

addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Contract, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

**22. Arbitration.** Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration proceeding or in a small claims court proceeding), you and SpeedyRental LLC agree that each shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you intend to assert a claim against SpeedyRental LLC, you must send the written notice of the claim to Attention: SpeedyRental LLC, 1333 Pharaoh Rd, SLC UT, 84123. If SpeedyRental LLC intends to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. The parties may, but are under no obligation to, engage in privileged settlement negotiations during this 30 day period. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF). Dispute Resolution: (Not applicable if mandatory arbitration is prohibited by law). Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and SpeedyRental LLC arising out of, relating to or in connection with your rental of a car from SpeedyRental LLC and the Rental Agreement shall be exclusively adjudicated by binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules for commercial arbitration. There is an impartial arbitrator but no judge or jury in arbitration. Both parties waive the right to a jury trial. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a car related to your SpeedyRental LLC rental, are exempt from the foregoing dispute resolution provision.

**23. Additional Services and Products.** From time to time we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products you agree to be bound by such associated terms and conditions or terms of use, which are incorporated herein by reference.



**24. Use of GPS Tracking Devices.** We may use GPS tracking devices to track or locate cars which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, or to identify cars which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. You should have no expectation of privacy or confidentiality as to the places where the car is driven while rented to you.

**25. Connected Car & Location Data.**

Equipment. Certain cars contain devices that monitor the car's condition, performance and operation, track fuel consumption, distance traveled, location and other information (the "Connected Car Data"), and may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the car are turned off. Renter is prohibited to remove, manipulate in any way or interfere with location and tracking devices installed in rental vehicles. Additional charge of \$150 plus cost of a new device will be issued if this policy is violated.

We cannot guarantee that a car without these features will be available at your time of rental.

Download of Your Address Book and Other Information from Your Mobile Device. Some of our vehicles allow you to connect your personal phone or device via Bluetooth to the vehicle's electronic system. If you choose to do so, the vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. SpeedyRental LLC is not responsible for ensuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the vehicle.

**26. Cooperation.** You agree to cooperate and coordinate with SpeedyRental LLC generally and to take any actions SpeedyRental LLC reasonably requests in connection with (i) this Rental Agreement, (ii) your use and return of the car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Rental Agreement or your use of the car, including without limitation, execution and delivery of any documents SpeedyRental LLC reasonably requests, giving testimony under oath, and taking any other actions SpeedyRental LLC reasonably requests related to this Rental Agreement or your car rental.

**LIABILITY FOR DAMAGE TO THE RENTAL CAR**

The Rental Agreement makes you and any authorized driver liable for any damage to the rental car caused by an accident, or by intentional, reckless or wanton misconduct, or by theft that you may have intentionally or unintentionally caused and total liability for any damage is limited to:

(1) reasonable repair costs, or the fair market value of the car, whichever is less; and

(2) actual and reasonable costs incurred by the rental company for towing the private passenger vehicle and for storage of the private passenger vehicle during the period before the renter notifies the rental company of the damage to the vehicle or for 14 days after the damage occurs, which period is shorter

## **LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN**

If a person who drives the rental car without your authorization causes damage to the car, you will be liable for the damage as though you or an authorized driver was driving the car.

## **INSURANCE OR CREDIT CARD COVERAGE**

Liability for any damage must be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage before booking the rental from SpeedyRental LLC.

We reject any supplementary no fault, non compulsory uninsured or under-insured motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages to the extent permitted by law.

## **DAMAGE WAIVER COVERAGE**

A damage waiver is not insurance coverage. If you purchase a damage waiver for the cost set forth in the Rental Agreement, we will waive our right to hold you or any authorized driver liable for damages. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if you violate paragraph 15, or any other terms mentioned in the terms & conditions or in the contract, or any of the following apply:

- (1) You cause, or any authorized driver causes, the damage intentionally or by reckless or wanton misconduct.
- (2) The damage occurs while you, or any authorized driver, operates the car in this state while under the influence of an intoxicant or other drug, as described by the laws of this state.
- (3) The damage occurs while you, or any authorized driver, operates the car in another state while under the influence of an intoxicant or other drug, as described by the laws of that state.
- (4) The damage occurs while you, or any authorized driver, is engaged in a race, speed, or endurance contest.
- (5) The damage occurs while you or any authorized driver is using, or has directed another to use, the car in the commission of a misdemeanor, or a felony
- (6) The damage occurs while you are using, or any authorized driver is using, the car to carry persons or property for hire.

(7) The damage occurs while you are using, or any authorized driver is using, the car outside the United States and Canada, except as is permitted under the rental agreement.

(8) The damage occurs while the car is operated on a surface not intended for use by private passenger vehicles.

(9) You provide us misleading or false information in order to rent the car, which causes us to rent you the car when we would not have otherwise done so, or on terms to which we would not have otherwise agreed.

(10) You, or an authorized driver who was operating the car when an accident occurred, failed to promptly report, to us and the police, the accident resulting in damage to the car.

(11) The damage is caused by an unauthorized driver if you did not report a theft to the police within 24 hours after you learned the unauthorized driver took possession of the car, did not cooperate with the police in providing information about the theft,

#### **How do I report an accident?**

If you are involved in an accident, you must Let us know immediately: 801-573-4248