

Rental Agreement

Section 1. The Rental Vehicle

ExoDrive Exotic Rentals (Exo for brevity) hereby agrees to rent to Renter a passenger vehicle (hereafter referred to as Rental Vehicle) identified as follows:

Make:

Model:

Year:

Color:

Section 2. Rental Term

The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this agreement until the return of the vehicle to ExoDrive Exotic Rentals, and completion of all terms of this agreement by both Parties. The estimated rental term is as follows:

Estimated start date:

Estimated end date:

The Parties may extend the estimated term of rental by mutual consent.

Section 3. Scope of Use and Limitations

Renter will use the Rented Vehicle only for personal or routine business use, and operate the Rented Vehicle only on properly maintained roads and parking lots. Renter will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. Renter will not sublease the Rental Vehicle or use it as a vehicle for hire. Renter will not take the vehicle beyond the location limit of DC, Maryland, and Virginia. Renter shall not allow any other person to operate the Rented Vehicle unless identified here:

Primary vehicle operator:
Driver's License #:
Phone #:
Residential Address:

Additional vehicle operator:	
Driver's License #:	
Phone #:	
Residential Address:	
Additional vehicle operator:	
Driver's License #:	
Phone #:	
Residential Address:	

Section 4. Mileage

Mileage of the Rental Vehicle is photographed and documented at the time of commencement of this Rental Agreement. Mileage on the Rental Vehicle will be limited as follows: _____ miles. Any mileage on the Rental Vehicle in excess of this limitation will be subject to an excess mileage surcharge of \$5 per mile.

Section 5. Rental Fees and Fuel Use

Renter will pay ExoDrive Exotic rental fees for use of the Rental Vehicle as

follows: Base fee: _____

Fuel: (PREMIUM 93 RATING GAS ONLY)

Renter may only put <u>PREMIUM</u> gasoline with a minimum octane rating of <u>93</u> in the Rental Vehicle. Renter will be solely liable for any and all damages and costs related to repairing the damage caused by putting the wrong grade or type of gas into the Rental Vehicle.

Renter must return the Rented Vehicle in the same good condition it was received at during the start of the rental term. Additional fees may apply for cleaning the Rental Vehicle, including removing the odor of smoke if the Renter had smoked in the Rental Vehicle. Any tolls/ toll roads that are driven on in the rental vehicle during the time of the reservation will be paid for by the rentee. Rentee may pay for toll roads before the reservation, or will pay after the reservation once the bill is received from the department of motor vehicles.

Excess mileage fees as set forth in Paragraph 4, above.

Section 6. Chargeback Policy

The Renter agrees that all payments made for the rental of the vehicle are final and non-refundable. Any attempts to dispute charges through a chargeback with a financial institution will be considered a breach of this agreement. In the event of a chargeback, the Renter will be responsible for all associated fees, including but not limited to legal costs, administrative fees, and lost rental income. The rental company reserves the right to pursue legal action and report fraudulent chargebacks to relevant authorities.

Section 7. Security Deposit

Renter will be required to provide a refundable security deposit to ExoDrive Exotic Rentals in the amount of half of the total for the reservation("Security Deposit") to be used in the event of loss or damage to the Rental Vehicle during the term of this agreement. The Refundable Security Deposit will be

held for up to fourteen (14) business days after the lease term has ended. ExoDrive Exotic Rentals may, in lieu of collection of a security deposit, place a hold on a credit card in the same amount. In the event of damage to the Rental Vehicle, the ExoDrive Exotic Rentals will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to ExoDrive Exotic Rentals of the balance of this cost.

Section 8. Insurance

Renter must provide ExoDrive Exotic Rentals proof of insurance that would cover the total value of the Rental Vehicle in case of any damage of said vehicle at the time this Rental Agreement is signed. The insurance must likewise provide coverage for personal injuries to the Renter, personal injuries to the passengers in the Rented Vehicle, and personal injuries or damages caused upon other persons or property. If the Rental Vehicle is damaged or destroyed while it is in the possession of Renter, Renter agrees to pay any required insurance deductible and also assign all rights to collect insurance proceeds to ExoDrive Exotic Rentals .

Renter and Renter's insurance will be liable for loss of use, in which if the Rental Vehicle is rendered inoperable due to events that occur while said vehicle is under the possession of the Renter, the Renter must cover the costs, damages, and loss of income to ExoDrive Exotic Rentals due to the inoperability of the vehicle.

The Renter's insurance information is as follows:

Renter's Insurance Company: Renter's Insurance Policy #:

Section 9. Indemnification

Renter will hold harmless and indemnify (i) ExoDrive Exotic rentals , (ii) any additional owners, (iii) all officers, directors, employees, agents, contractors and affiliates of ExoDrive Exotic rentals and (iv) Brendon Pham and all of his affiliates (collectively, (i) through (iv) are referred to as the "Indemnified Parties") from and against any and all claims, demands, causes of action, liability, judgements, losses, damages, costs and expenses, including attorney's fees and costs, incurred by such Indemnified Party in connection with this

Lease and/or Renter's use or storage of the Vehicle. Renter further agrees that in the event that ExoDrive Exotic rentals files any action to recover possession, the value of the Vehicle, costs of repairs, or in the event ExoDrive Exotic rentals employs an attorney to defend ExoDrive Exotic rentals in any action brought by renter or anyone else claiming for personal injuries, or property damage,

ExoDrive Exotic rentals may require Renter to pay for any and all reasonable sums ExoDrive Exotic rentals expends for attorney fees or court costs. This lease cannot be transferred to anyone else other than the Renter without approval from ExoDrive Exotic rentals. The Renter may not give permissive use to anyone, but themselves during the term of this lease.

Section 10. Tracking, Dash Camera, and Audio Devices

Please note that this vehicle is equipped with <u>GPS tracking for your safety</u>. If the device is removed, we will attempt to contact the Renter. If we are not able to get in touch with the Renter, the vehicle will be reported to law enforcement as <u>stolen</u>. In addition, our cars are also equipped with dash cameras and audio device pieces. The contents of this equipment are used only for your safety and to uphold the law, and will not be reviewed without proper and justifiable reason.

Section 11. Representations and Warranties

ExoDrive Exotic rentals represents and warrants that to ExoDrive Exotic rentals knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation. Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of Maryland and will not operate it in violation of any laws, rules or regulations. Renter likewise undertakes not to operate the Rental Vehicle in any negligent or illegal manner.

Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, manifests to have found the Rental Vehicle in good working condition without any damages other than those notated in a separate Vehicle Checklist document, if any.

Section 12. Jurisdiction and Venue

In the event of any dispute over this agreement, this Car Rental Agreement will be interpreted by the laws of the State of Maryland and any lawsuit or arbitration must be brought in Maryland only. If any portion of this agreement is found to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement not affected shall remain in full force and effect.

Section 13. Entire Agreement

Date and Time of Vehicle Pick-Up:

This Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below.

MISCELLANEOUS

Pick up and Return of Vehicle. The Rental Vehicle shall be ready for pick up on or after the time of vehicle pick-up as indicated below. The Renter undertakes to return the Rental Vehicle in the same good condition on or before close of the end date of this Rental Agreement as provided in Section 2.

Hassle-free Service. ExoDrive Exotic rentals offers drop-off and pick-up services of the Rental Vehicle for an additional fee of \$150. Should you wish to avail of this service, please feel free to contact ExoDrive Exotic rentals.

Date and Time that Vehicle should be returned:		
Renter Driver's License #: Address:	ExoDrive Exotic rentals Address for return of Rental Vehicle:	

Notes:

RENTEE is responsible for all damages caused during the rental period

whether done by his or anyone else that he allows to drive the vehicle.