



# COLORADO RENTAL AGREEMENT

AGREEMENT #: GO123456

## DATE & TIME OUT

12/12/2021 12:00 PM

Aug  
31

## GO RENTALS COLORADO CONTRACT

Colorado Convention Center, 14th Street, Denver, CO, USA  
(678) 768-7687

## DATE & TIME IN

Wednesday, Sep 6, 2023 10:59AM

Aug  
30

## GO RENTALS COLORADO CONTRACT

Colorado Convention Center, 14th Street, Denver, CO, USA  
(678) 768-7687

## RENTER INFORMATION

Renter: Shanon Miller Farmer

Additional Driver: N/A

Tail Number: N/A

## VEHICLE INFORMATION



### Original Exchange 1

Toyota Camry 2023 Model

VIN: 1234567890

Unit Number: 123456

License #: 1234567

Checkout: 12/12/2021 12:00 PM

Checkin: 12/12/2021 12:00 PM

Mileage Out: 3,200

Fuel Out: 1/2

Mileage In: 4,200

Fuel In: 8/8



### Vehicle Exchange 1

Toyota Camry

VIN: 1234567890

Unit Number: 123456

License #: 1234567

Checkout: 12/12/2021 12:00 PM

Checkin: 12/12/2021 12:00 PM

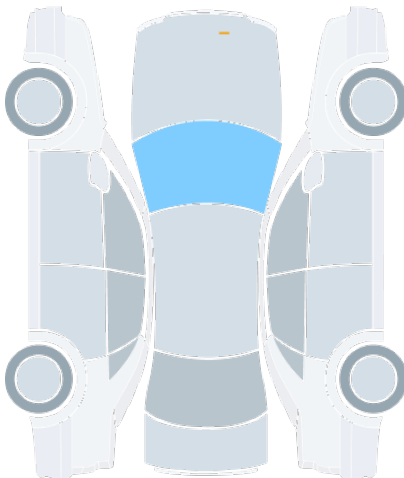
Mileage Out: 3,200

Fuel Out: 1/2

Mileage In: 4,200

Fuel In: 8/8

## VEHICLE DAMAGE



X Dent	2	— Scratch	2
O Missing	0	□ Paint Swap	0
△ Chip	1	☆ Crack	5

## ESTIMATED CHARGES

Vehicle Charges	Price/Unit	QTY	Subtotal
\$120.00/Day	Daily Rate	7	\$840.00
\$40.00/Hour	Hourly Rate	2	\$80.00
\$720.00/Hour	Weekly Rate	0	\$0.00
\$2,880.00/Hour	Monthly Rate	0	\$0.00
\$120.00/Day	Daily Rate	7	\$840.00
\$40.00/Hour	Hourly Rate	2	\$80.00
\$720.00/Hour	Weekly Rate	0	\$0.00
\$2,880.00/Hour	Monthly Rate	0	\$0.00
\$120.00/Day	Daily Rate	7	\$840.00
\$40.00/Hour	Hourly Rate	2	\$80.00
\$720.00/Hour	Weekly Rate	0	\$0.00
\$2,880.00/Hour	Monthly Rate	0	\$0.00

## Coverages

Condition Agreed to:	\$120.00/Day	Daily Rate	7	\$840.00
	\$40.00/Hour	Hourly Rate	2	\$80.00
	\$720.00/Hour	Weekly Rate	0	\$0.00
Renter's Signature	\$2,880.00/Hour	Monthly Rate	0	\$0.00
	\$120.00/Day	Daily Rate	7	\$840.00
	\$40.00/Hour	Hourly Rate	2	\$80.00
	\$720.00/Hour	Weekly Rate	0	\$0.00
	\$2,880.00/Hour	Monthly Rate	0	\$0.00
<b>Fees</b>				
	\$120.00/Day	Daily Rate	7	\$840.00
	\$40.00/Hour	Hourly Rate	2	\$80.00
	\$720.00/Hour	Weekly Rate	0	\$0.00
	\$2,880.00/Hour	Monthly Rate	0	\$0.00
	\$120.00/Day	Daily Rate	7	\$840.00
	\$40.00/Hour	Hourly Rate	2	\$80.00
	\$720.00/Hour	Weekly Rate	0	\$0.00
	\$2,880.00/Hour	Monthly Rate	0	\$0.00
	\$120.00/Day	Daily Rate	7	\$840.00
	\$40.00/Hour	Hourly Rate	2	\$80.00
	\$720.00/Hour	Weekly Rate	0	\$0.00
	\$2,880.00/Hour	Monthly Rate	0	\$0.00

You will be in violation of A.R.S. § 13-1806 if the Vehicle is not returned within 72 hours of the date and time the Vehicle is due back. If you fail to return the Vehicle within 72 hours of the date and time due in, you may be found guilty of a Class 5 felony that could result in a fine of up to \$150,000 per charge and/or imprisonment of up to 2 years for the first offense.

**THE OWNER DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE RENTER, AUTHORIZED DRIVERS OR ANY OTHER DRIVER.**

Renter's Signature

NOTICE: Our liability insurance does not cover injuries to passengers in the Vehicle.

#### OPTIONAL INSURANCE POLICIES

Any optional insurance policies that we offer may provide a duplication of coverage already provided by your personal automobile insurance policy or by another source of coverage. You are not required to purchase any insurance from us in order to rent the Vehicle.

Renter's Signature

## COVERAGE

### COLLISION DAMAGE WAIVER (CDW)

Accept

☐

Decline

☐

If you initial "accept," you agree to purchase CDW and, subject to the provisions of Paragraph 8 of the Terms and Conditions, we will waive your financial responsibility for collision damage to the Vehicle. There are exclusions. See paragraph 8 of the Rental Agreement Terms and Conditions (or Master Rental Agreement Terms and Conditions, if applicable) for additional information. If you initial "decline," you decline to purchase CDW, and you will be responsible for all damage to or loss of the Vehicle. See paragraph 5 of the Rental Agreement Terms and Conditions (or paragraph 6 of the Master Rental Agreement Terms and Conditions if applicable) for additional information on your responsibility for damage.

### PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC)

Accept

☐

Decline

☒

If you accept, you agree to purchase PAI/PEC. A summary of the terms of the PAI/PEC insurance policy is contained in a separate brochure that you acknowledge receiving.

### RENTER'S LIABILITY PROTECTION (RLP) AND SUPPLEMENTAL LIABILITY INSURANCE (SLI)

Accept

☐

Decline

☒

If you initial "accept," you agree to purchase RLP and SLI. RLP provides primary liability coverage up to the minimum financial responsibility limits of the State of Colorado. A summary of the terms of the RLP policy and SLI policy are contained in separate brochures that you acknowledge receiving. RLP and SLI do not cover all risks. There are exclusions for unauthorized drivers, driving while intoxicated, and other conditions. There is no first party uninsured motorist coverage, and there may be no coverage for passengers in the Vehicle. If you initial "decline," you decline to purchase SLI, and you agree to be primarily responsible for all injury or damage you cause to others or their property. Please read the brochure carefully.

## AGREEMENT

By signing below, you certify that you (1) had the opportunity to read, and that you agree to, the terms and conditions of this agreement as set forth on this Rental Agreement Face Page and in either the Rental Agreement Terms and Conditions or the Master Rental Terms and Conditions (the "Agreement"), (2) authorize us to process a separate payment card transaction in your name

for all Charges, (3) authorize us to release your billing and rental information to a third-party processor for billing and processing purposes; (4) authorize us or a third-party processor to charge your payment card account after the rental concludes for any Tolls or Violations assessed against you, us or the Vehicle during this rental plus taxes, administrative fees of up to \$50 per Toll or Violation, convenience fees, service charges, and related fees; (5) accept or decline Optional Products as shown on the Face Page; (6) understand that all Charges are subject to our final audit and authorize us to adjust your payment card account to reflect changes resulting from our audit; (7) understand that the purchase of optional insurance products or CDW is not required to rent the Vehicle, and that the optional insurance products and CDW that we offer may duplicate coverage provided by your personal automobile insurance policy or another source of coverage; and (8) agree to our collection and use of vehicle data and texting and calling terms as described in Paragraphs 15 and 17 of the Rental Agreement Terms and Conditions (or the Master Rental Agreement Terms and Conditions if applicable).



Renter's Signature



Signature of Additional Driver

## GO RENTALS RENTAL AGREEMENT TERMS AND CONDITIONS - COLORADO

**1. AGREEMENT AND PARTIES.** These Rental Agreement Terms and Conditions, the Rental Agreement Face Page signed by you, and any other documents which you are required to sign to rent the vehicle together constitute the rental agreement (the "Agreement") between you (the renter) and Gitibin & Associates, Inc., a California corporation doing business as "Go Rentals"

### **2. DEFINITIONS.**

(a) **"Authorized Driver"** means a driver authorized to use the Vehicle. Except where otherwise specifically authorized by applicable motor vehicle rental law, only the renter and an additional driver listed by us on your Rental Agreement Face Page at the time of rental are authorized to drive the Vehicle. Except as otherwise required by applicable law, each Authorized Driver must have a valid driver's license and be at least age 25.

(b) **"CDW"** means Collision Damage Waiver.

(c) **"Charges"** means the fees and charges that are incurred under this Agreement.

(d) **"Diminished Value"** means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf.

(e) **"Includes" or "Including"** means "including (or includes), but not limited to," "including (or includes) without limitation," and similar constructions.

(f) **"Loss of Use"** means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees.

(g) **"Optional Equipment"** means optional accessories and equipment that we may offer for rent at an additional charge, including child safety seats, navigational systems, mobile devices, and ski racks.

(h) **"Rental Period"** means the period between the date and time that you take possession of a Vehicle and the date and time that the Vehicle is either returned to or recovered by us and checked in by us.

(i) **"Toll"** means a toll charge assessed by a charging authority for use of a toll lane.

(j) **"Vehicle"** means the motor vehicle that you rent from Go Rentals and any vehicle we substitute for it, all its tires, tools, accessories, equipment, keys and Vehicle documents.

(k) **“Vehicle License Cost Recovery Fee”** means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

(l) **“Violation”** means a parking citation, photo enforcement fee, a fine for toll evasion, and other fines, fees, and penalties, including storage liens and charges.

(m) **“You” or “your”** means the person identified as the renter in this Agreement, each person signing this Agreement, each Authorized Driver, and every person to whom charges are billed by us at your direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement.

(n) **“We”, “our” or “us”** means Go Rentals.

### **3. RENTAL, INDEMNITY; OPTIONAL EQUIPMENT; NO WARRANTIES.**

(a) Your use of the Vehicle is a contract for rental of that Vehicle and is a transfer of possession and use only. You may not transfer or assign your rights in this Agreement or your right to use the Vehicle. You represent that you have a valid, unexpired driver's license and will inform us of any changes during the Rental Period.

(b) We may offer to rent certain Optional Equipment for an additional charge. Optional Equipment is subject to availability, is rented without warranty in AS IS condition WITH ALL FAULTS, and must be returned at the end of the Rental Period in the same condition as when rented. Optional Equipment must be inspected and installed by you, and you must follow manufacturer instructions for all Optional Equipment.

(c) To the fullest extent permitted by law:

i. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement;

ii. You agree to indemnify, defend, and hold harmless Go Rentals and our parents, subsidiaries, affiliates, members, officers, directors, employees, and agents from all claims, liability, costs and attorney fees resulting from, in connection with, or arising out of: (A) this rental; (B) your use and/or possession of the Vehicle; and/or (C) your use and/or possession of Optional Equipment.

iii. **WE MAKE NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR APPARENT, REGARDING THE VEHICLE OR OPTIONAL EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY THAT THE VEHICLE OR OPTIONAL EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE.**

### **4. CONDITION/RETURN OF VEHICLE.**

(a) You agree that you are renting the Vehicle “As Is,” and that you have an opportunity to inspect it before leaving the premises. You must return the Vehicle to the rental office where you picked it up or to another location that we identify, on the date and time specified (or sooner upon our oral or written demand), and in the same condition that you received it, except for ordinary wear.

(b) To extend a rental you must contact our rental office before the due-in date.

(c) If a Vehicle is returned after closing hours, you remain responsible for the safety of and damage to it until we inspect it upon our next opening for business. All Charges may continue to accrue until the return location opens for business.

(d) Service to a Vehicle or replacement of parts or accessories during a rental must have our prior approval. You must return a Vehicle with at least the same amount of fuel as when rented, unless you purchase a pre-paid fuel option.

(e) **If the Vehicle is not returned on the date and time indicated on this Agreement, we reserve the right to report the Vehicle stolen to the appropriate authorities in accordance with applicable law.**

**5. RESPONSIBILITY FOR DAMAGE OR LOSS.** You must report all accidents or incidents of theft or vandalism to us and the police as soon as you discover them. You are responsible for all damage to or loss or theft of the Vehicle during the Rental Period, regardless of fault, resulting from any cause, including damage caused by collisions, weather, vandalism, theft, road conditions and acts of nature. Your responsibility will include: **(a)** all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; **(b)** Loss of Use, measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty **(Loss of Use is payable regardless of fleet utilization)**; **(c)** a reasonable administrative fee; **(d)** towing, storage, and impound charges and other reasonable incidental and consequential damages; and **(e)** all costs associated with our enforcement of this Agreement.

**6. ROADSIDE ASSISTANCE.** For roadside assistance, contact the number on your Rental Agreement Face Page. Charges apply for any roadside assistance services provided to you.

**7. PROHIBITED USES.** The following uses of the Vehicle are prohibited and are material breaches of this Agreement (**"Prohibited Uses"**). The Vehicle may not be used:

- (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended;**
- (b) by anyone under the influence of alcohol or a controlled substance;**
- (c) by anyone who obtained the Vehicle or extended the rental by giving us false, fraudulent or misleading information;**
- (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation);**
- (e) to carry persons or property for hire, including use of the Vehicle as a taxi, limousine, "black car," transportation network company vehicle, delivery services, or for similar commercial use;**
- (f) to transport groups, such as church groups, scout troops, or athletic teams;**
- (g) to push or tow anything;**
- (h) in any race, speed test or contest;**
- (i) to teach anyone to drive;**
- (j) to carry dangerous or hazardous items or illegal materiel;**
- (k) outside the United States or Canada;**
- (l) on unpaved roads;**
- (m) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment;**
- (n) to transport children without approved child safety seats as required by law;**
- (o) when the odometer has been tampered with or disconnected;**
- (p) when it is reasonable for you to know that further operation would damage the Vehicle;**
- (q) with inadequately secured cargo;**
- (r) if applicable, by anyone who lacks experience operating a manual transmission;**
- (s) in connection with a willful, wanton or reckless act;**
- (t) by anyone who is smoking or vaping any substance in the Vehicle;**

(u) by anyone who is driving or operating the Vehicle while operating hand-held devices (including cell phones, mobile computers, or other devices that are capable of receiving or transmitting telephonic communications, electronic data, email or text messages) while not in a hands-free mode or otherwise in compliance with applicable laws and regulations relating to use of electronic devices while driving.

Failure to cooperate with us or our assignee/designee in the investigation of a damage incident or claim may invalidate optional protection that you purchase. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND MAY VOID ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE FULLEST EXTENT PERMITTED BY LAW).

#### **8. COLLISION DAMAGE WAIVER.**

(a) If you purchase CDW, we will waive our right to hold you financially responsible for damage to or loss of the Vehicle. Any CDW that you purchase will be invalidated, and we do not waive our right to hold you financially responsible for loss of or damage to the Vehicle that results from a Prohibited Use described in Paragraph 7 above. CDW may also be void if you fail to report an accident or incident to the police or to cooperate in a loss investigation by us or our insurer.

(b) CDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. You may wish to check with your insurance representative or credit card company to determine whether you have coverage or protection for damage or loss of the Vehicle. CDW does not apply to: (i) comprehensive loss, such as damage to or loss of the Vehicle due to theft (unless you are in possession of the keys or key fob provided at the time of rental and report the theft to us and the police within 24 hours after learning of the theft), vandalism, act of nature, riot or civil disturbance, hail, flood or fire; or other comprehensive loss not caused by collision or upset; (ii) keys, key fobs; (iii) transponders; or (iv) Optional Equipment that we rent to you for use in the Vehicle.

(c) You may accept CDW by selecting CDW when you reserve a Vehicle or at the time you pick up a vehicle. You agree to pay the per-day CDW charge in effect at the time of rental for each full or partial day for each rental for which you have selected CDW.

**9. RESPONSIBILITY TO OTHERS; INSURANCE.** You are responsible for all damage or loss caused to others and their property. You agree to maintain automobile insurance during the term of each rental which provides to us, and to you, the following primary coverage: (a) Bodily injury (**BI**) and property damage (**"PD"**) liability coverage; (b) Personal injury protection (**"PIP"**), no-fault, or similar coverage where required; (c) Uninsured/underinsured (**"UM"/"UIM"**) coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage must provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **To the extent permitted by law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages. If we are required to provide such coverage, you select the minimum limits required by law.** In states where the law requires us to provide insurance, your insurance will be primary. Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the Vehicle, and is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Engaging in a Prohibited Use described in Paragraph 7 of this Agreement or any other material breach of this Agreement may void any insurance coverage. **The Vehicle may not be taken to Mexico under any circumstances.**

**10. RESERVE; CHARGES.** You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to the estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of an excess reserve at completion of your rental. Your payment card issuer's rules will apply to crediting your account for any excess, which may not be immediately released by your card issuer. You will pay us at or before conclusion of each rental, or on demand, all Charges, including: (a) time & mileage charge for the Rental Period, including an additional mileage fee if you exceed the daily mileage allowance for the vehicle class rented as noted on the Face Page. Daily rates are based on a 24-hour day. Any fraction of a day will be charged at the hourly rate, but will not exceed the daily rate; (b) a mileage charge based on our experience and records if the

odometer is tampered with or disconnected; (c) fees for optional products, equipment, and services you purchased; (d) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (e) customer facility charges, airport concession fees, tourism commission assessments, vehicle license recovery fees, road safety charges, or other taxes, surcharges, or fees; (f) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (g) all costs we incur enforcing or defending our rights under this Agreement; (h) a reasonable fee to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle is returned containing evidence of smoking; (i) a lost key fee if you lose the keys or key fob to the Vehicle; (j) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due; (k) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur from your use of the Vehicle; (l) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and (m) a Government Administrative Rate Supplement (GARS) of \$5 per day (if applicable). **If you use a credit card or other payment card issued by a bank or financial institution outside of the United States, we will charge your credit card in US dollars. Any currency conversion will be handled by the issuing bank and any conversion charges by the issuing bank shall be your responsibility. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

**11. LIABILITY FOR TOLLS, VIOLATIONS, AND OTHER CHARGES; DISCLAIMER OF LIABILITY.** You are liable for all Tolls and Violations assessed against you, us, or the Vehicle during the Rental Period.

(A) **Tolls.** The Vehicle may be enrolled in an electronic toll collection service to pay for Tolls electronically. If you use any toll facility, including a cashless toll road, tunnel, or bridge, and do not have your own electronic device or pass that is accepted by the relevant toll authority or make other payment arrangements, you agree that we (or a third-party processor (“Processor”)) may, in our discretion and without prior notification to you, pay the Toll plus applicable taxes and fees on your behalf directly to the charging authority. You authorize us or the Processor to charge any payment card of yours on file without notice for all Tolls assessed against the Vehicle during the rental at the highest undiscounted rate (whichever is higher) plus: any fines or fees assessed by the toll authority; and an administrative fee of up to \$50 per Toll. **Certain toll roads do not accept cash. To avoid toll violations and associated fines, fees, and taxes (and our or a Processor’s administrative fee), you must pay all Tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid Tolls; or consult local authorities for other payment methods.**

(B) **Violations.** You are responsible to pay for all Violations. If we are notified that we may be responsible for a Violation, you agree that we or a Processor may in our discretion and without prior notification to you, pay the Violation plus applicable taxes and fees on your behalf directly to the charging authority, and you authorize us or the Processor to charge any payment card of yours on file our administrative fee of up to \$50 for each “Violation” plus the amount charged by the “Violation” authority.

(C) **General.** If we or a Processor pay a Toll and/or Violation on your behalf, you understand that you may not be able to challenge the validity of the Toll or Violation, and you authorize us to release your rental information to the charging authorities. Payments for Tolls and Violations may not be processed until several weeks after conclusion of your rental. You authorize us to release your rental information, including personally identifiable information, to government officials and other authorities charged with enforcing Tolls and Violations. If we or a Processor pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us or the Processor to charge all payments and administrative fees to the payment card you used to pay for the rental.

You authorize us to release your rental information, including personally identifiable information, to government officials and other authorities charged with enforcing Tolls and Violations. If we or a Processor pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us or the Processor to charge all payments and administrative fees to the payment card you used to pay for the rental. You authorize us or a Processor to contact you directly or to send invoices regarding any tolls, citations, fines, or penalties incurred by you or assessed against us to our Vehicle while the Vehicle was rented by you. We disclaim all liability arising from any error by a tolling or charging authority.



**12. RENTAL OF ELECTRIC VEHICLES.** The terms in this Paragraph 12 apply to the rental of an electric vehicle ("EV") from Go Rentals. An EV is defined as a vehicle that exclusively uses battery power rather than gasoline or diesel fuel.

(a) Battery-powered electric vehicles (EVs) use battery power rather than gasoline. For your safety, as well as for the mechanical condition of our EV, we strongly recommend that you charge the battery as often as possible, and keep it between a 15%-80% charge level. If the battery charge level falls below 15%, it can cause battery damage, restricted entry to the EV, and may significantly reduce battery life. If we are unable to enter the vehicle, and/or the battery charge level is below 15%, the vehicle will be towed to the nearest EV dealership. You will be responsible for paying towing fees, repair fees, idle time, and any other fees incurred as a result of battery damage, all of which will be added to your final invoice.

(b) The battery charge level will be recorded at the time of pickup. Please return the vehicle at the same level or higher. If the EV is returned with a lower charge level, you will be assessed a battery charge fee as follows: (1) \$25 if the return charge level is 50% to 75%; (2) \$50 if the return charge level is 25% to 50%; and (3) \$100 if the return charge level is less than 25%. The battery charge fee is in addition to any idle time fees billed to Go Rentals, or fees related to charging station damages caused by your negligence.

(c) Key cards, key fobs and charging equipment are provided at the time of pick-up of the EV. Lost or damaged key cards will incur a fee of \$200, lost key fobs will incur a fee of \$400, and lost charging equipment will incur a fee of \$800.

**13. PERSONAL INFORMATION.** You agree that we may disclose personally identifiable information about you to our affiliates and other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. For a copy of the Go Rentals Privacy Policy, see <https://www.gorentals.com/privacy/>.

**14. COLLECTION AND USE OF VEHICLE DATA.** Vehicles may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR) that collects and transmits data from the Vehicle. **You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the fullest extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements that we may deem necessary (and to the fullest extent permitted by applicable law).** Once collected, the Vehicle data may be combined with other information that you have provided to us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of the information collected from the Vehicle may include sharing the data with third parties (such as our service providers), as well as storage of this information after the expiration of your rental agreement. The renter agrees to inform all drivers and passengers of the Vehicle of the terms of this Paragraph 14, and that you have authorized release of information collected by GPS or other telematics system or EDR.

If you download a mobile application made available by the vehicle manufacturer and you register the Vehicle in that application, your use of the application may result in the sharing of your personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Your use of vehicle manufacturer applications is strictly governed by the vehicle manufacturer's terms and conditions and privacy policy, and we are not in any way responsible for, and you release us from, any claim or cause of action that may arise from your use of these applications. Before returning the Vehicle, it is your responsibility to either remove the application or delete the Vehicle from the application. In addition, the Vehicle may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle's systems before returning it.

**We are not responsible for the operability of any telematics navigational or other system included with the Vehicle.** To the fullest extent permitted by law, you agree to release and to indemnify, defend and hold us and our parents, subsidiaries, affiliates, members, officers, directors, employees, and agents harmless from any damage to persons or property caused by failure of the GPS

or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

**15. PERSONAL PROPERTY.** You agree that: (a) we are not responsible for damage to, loss of or theft of personal property of yours or another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether the damage, loss, or theft was caused by our negligence or otherwise; (b) to the fullest extent permitted by law, you will defend, indemnify and hold us and our affiliates harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses arising out of your or your passengers' failure to remove any personal property; and (c) we are not responsible for any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data or records from the Vehicle.

**16. ELECTRONIC COMMUNICATIONS AND CONSENT; TRANSACTIONAL EMAILS AND TEXTS.**

(a) **Electronic Communications, Generally.** To the fullest extent permitted by law, we may provide this Agreement and any notices or other communications (including by e-mail) regarding this Agreement, your reservation, or the rental of the Vehicle ("Communications") to you electronically, and you agree to receive Communications from us in an electronic form. We may deliver Electronic Communications to the email address that you provide to us when entering into this Agreement or otherwise. All Communications in either electronic or paper format will be considered to be in "writing." All Communications will be considered to have been received no later than five (5) business days after dissemination, whether or not you have received or retrieved the Communications. Although we reserve the right to provide Communications in paper format to you at the postal address you provide to us, you expressly agree that any notice or other Communications due under this Agreement may be given in email form to the email address that you provide to us. Your consent to receive Communications electronically is valid until you revoke your consent.

(b) **Texting & Calling.** By executing this Agreement, you consent to us and/or our representatives contacting you at the phone number(s) provided in connection with this Agreement for the purpose of delivering informational or transactional outreach, including customer surveys, via live, pre-recorded, or autodialed calls or texts. Your consent to receiving these calls or texts is not a condition of this Agreement or any other agreement with us. For questions about privacy, please see Paragraph 13 of this Agreement.

**17. U.S. GOVERNMENT RENTALS.** Rentals that are subject to the U.S. Government Rental Agreement administered by the Defense Travel Management Office will be governed by the provisions of the U.S. Government Rental Agreement, including payment of the Government Administrative Rate Supplement charge noted on the Face Page.

**18. MISCELLANEOUS.** This Agreement constitutes the entire agreement between you and us. All prior representations and agreements, whether written or oral, between you and us regarding this rental are void. No term of this Agreement can be waived or modified except by a writing signed by us. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **To the fullest extent permitted by law, you: (a) release us from any liability for consequential, special or punitive damages in connection with the rental or reservation of the Vehicle; and (b) waive all recourse against us for any criminal reports or prosecutions that we make against you that arise out of your breach of this Agreement.** Unless otherwise provided, any reference to a statute or regulation will be deemed to be a reference to that statute or regulation as amended from time to time or to a newly adopted statute or regulation replacing a repealed statute or regulation. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you certify that: (1) you hold a valid and unexpired driver's license; and (2) you had the opportunity to read, and that you agree to, these Rental Agreement Terms and Conditions; and (3) you agree to our collection and use of vehicle data and texting and calling terms as described in Paragraphs 14 and 16 of the Agreement.

Renter's Signature

12-12-2024

Date