

## US Choice Auto Rental Systems

CUSTOMER LAST NAME <b>Kim</b>		FIRST <b>Ryan</b>	M.I.	UNIT NUMBER <b>133</b>																				
HOME ADDRESS <b>1048 Underhill Dr.</b>				MAKE-MODEL <b>Tesla Model 3</b>	COLOR <b>RED</b>																			
CITY <b>Placentia</b>		STATE <b>California</b>	ZIP <b>92870</b>	VIN <b>5YJ3E1EA4LF645794</b>	TAG NUMBER <b>8PHH854</b>																			
HOME PHONE <b>2137032927</b>		BUSINESS PHONE		REPLACEMENT VEHICLE UNIT NUMBER		COLOR																		
EMPLOYER		CITY-STATE		MAKE-MODEL		TAG NUMBER																		
DRIVERS LIC # <b>F7839226</b>		STATE <b>California</b>	EXP DATE <b>9/27/2023</b>	VIN	DATE OUT <b>1/13/2021 6:49 PM</b>																			
SOCIAL SECURITY NUMBER		DATE OF BIRTH <b>9/27/1975</b>		MILES IN	DATE DUE IN <b>2/12/2021 6:49 PM</b>																			
ADDITIONAL DRIVER				MILES OUT <b>11024</b>	DATE - TIME IN																			
ADDITIONAL DRIVER				TOTAL MILES																				
ADDRESS				FREE MILES <b>Unlimited</b>																				
CITY STATE ZIP				EXCESS MILES																				
DRIVERS LIC # EXP DATE				HOURS @																				
DATE OF BIRTH				RCP PER																				
CUSTOMER'S INSURANCE COMPANY				Vehicle must not be driven outside _____ mile radius.																				
				Customer is allowed <u>Unlimited</u> miles free per day.																				
INSURANCE COMPANY PHONE				2ND DRIVER																				
AGENT PHONE				1 Month \$1,500.00 \$1,500.00																				
EXCESS MILES will be charged an additional rate of \$ <u>\$0.00</u> per mile.				Supercharger Fee \$186.00																				
				Tesla Model 3 License Recovery Fee \$41.85																				
NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL COLLISION PROTECTION				ALL CHARGES SUBJECT TO FINAL AUDIT																				
<p>You are responsible for all collision damage to the vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost or repair up to the value of the vehicle, towing, storage and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the rental, may cover all or part of your financial responsibility for damage to, or loss of the rented vehicle. You should check with your insurance company or credit card issuer to find out about your coverage and the amount of deductible, if any, for which you may be liable. If you use a credit card that provides coverage for your responsibility for damage to, or loss of the vehicle, you should check with the issuer to determine whether or not you must first exhaust the coverage limits of your own insurance before the credit card coverage applies.</p> <p><b>Renters Collision Protection (RCP):</b> I have decided to purchase <b>RENTERS COLLISION PROTECTION</b> available through this car rental company for \$ <u>\$0.00</u> per day, including a service charge. I understand that this product will pay for any collision damage done to this rented vehicle up to a maximum \$20,000 with a \$250 deductible, as long as I or any 'Authorized Drivers' do not violate this contract. I also understand that the purchase of the RCP is non-refundable, even if the rental vehicle is returned early.</p> <p>I have read and understand the terms and conditions of the RCP policy printed on the description of coverage brochure provided to me by the rental agent. It is my responsibility to report damages to police officials. If I do not contact the police and RCP carrier and file an incident report, I understand it is my responsibility to pay for damages to the rental vehicle through my credit card on file and I give permission to the rental company to do so.</p> <p>X _____ Customer signature</p>				<p>13/16</p> <p>GAS OUT <table border="1"><tr><td>E</td><td>1/8</td><td>1/4</td><td>3/8</td><td>1/2</td><td>5/8</td><td>3/4</td><td>7/8</td><td>F</td></tr></table></p> <p>GAS IN <table border="1"><tr><td>E</td><td>1/8</td><td>1/4</td><td>3/8</td><td>1/2</td><td>5/8</td><td>3/4</td><td>7/8</td><td>F</td></tr></table></p> <p>You acknowledge that the vehicle has no damage except:</p> <p>_____</p> <p>_____</p> <p>_____</p>			E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F
				E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F												
				E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F												
				EXCESS MILES			\$0.00																	
				OTHER CHARGES			\$0.00																	
				GAS			\$0.00																	
				MINUS CREDITS			\$0.00																	
				TAXABLE CHARGES																				
				TAX			\$0.00																	
				TOTAL DUE			\$1,777.85																	
DEPOSIT			\$0.00																					
REFUND			\$0.00																					
CUSTOMER OWES			\$1,777.85																					
CUSTOMER SIGNATURE			By signing below, you agree to all of the terms and conditions of this rental agreement. Your signature below authorizes us to process a credit card voucher in your name for all rental charges due.																					
I understand that I have been offered <b>Renters collision protection (RCP)</b> coverage and have decided <b>NOT</b> to purchase it. I understand that I will be responsible for any damage or loss of use to this rental vehicle while it is on contract to me, regardless of fault. I understand that this rental company has no agreements with my insurance company, if any, or any credit card coverage that I have.			CUSTOMER SIGNATURE																					
X <u>Ryan Kim (Jan 14, 2021 08:44 PST)</u> Customer signature			<p><u>TZ</u></p> <p>Ryan Kim (Jan 14, 2021 08:44 PST)</p>																					
2ND DRIVER SIGNATURE																								
EXTENDED RENTAL PERIOD AND COST			AGENT SIGNATURE																					
EXTEND TO (DATE): _____ \$: _____																								

## Rental Agreement Terms and Conditions

1. **Definitions.** "Agreement" means all terms and conditions found on both sides of this form, any addenda and additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or your direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business named on the reverse. "Authorized Driver" means the renter, the renter's spouse, the renter's employer and co-worker if engaged in business activity with the renter while using the Vehicle and is at least age 21, and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license. "Vehicle" means the motor vehicle identified in this Agreement and vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "RCP" means Renters Collision Protection.
2. **Rental, Indemnity and Warranties.** This Agreement is a contract for the rental of the Vehicle. You agree to indemnify us, defend us and hold us harmless from and against all claims, liability, costs and attorney fees we incur resulting from, or arising out of this rental. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.**
3. **Condition and Return of Vehicle.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You will check and maintain all fluid levels. 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.
4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all physical and mechanical damage to the Vehicle, missing equipment, and our administrative expenses connected with any damage claim in accordance with California Civil Code section 1936, whether or not you are at fault. You are responsible for loss due to theft of the vehicle and all damage due to vandalism that occurs in connection with a theft, if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500. Allowing a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful, and reckless act and is a breach of this agreement. You must report all accidents involving the vehicle or theft of the vehicle and vandalism to us within 24 hours of occurrence, and to the police as soon as you discover them.
5. **Breach of Agreement:** the acts listed here are prohibited uses of the rental vehicle. Any loss or damage that (a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Vehicle is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) occurs while carrying persons or property for hire or while pushing or towing anything, or in any race, speed test or contest; (f) occurs while teaching anyone to drive; (g) occurs while carrying dangerous or hazardous items or illegal material in or on the Vehicle; (h) occurs outside the geographic limitations indicated on the reverse; (i) occurs when it is loaded beyond its capacity; (j) occurs as a result of driving the Vehicle on unpaved roads; (k) occurs while transporting more persons than the Vehicle has seat belts, or while carrying persons outside the passenger compartment; (l) occurs while transporting children without approved child safety seats as required by law; (m) occurs and the odometer has been tampered with or disconnected; (n) occurs when the vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the vehicle; (o) results from inadequately secured cargo; (p) where applicable, is caused by anyone who lacks experience operating a manual transmission; (q) is a result of your willful, wanton or reckless act or misconduct; (r) occurs and you fail to summon the police to any accident involving personal injury or property damage; or, (s) is caused by an animal transported in the Vehicle; breach this agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.
6. **Insurance.** You are responsible for all damage or loss you cause to others. You agree to provide primary auto liability, collision and comprehensive insurance covering you, us and the vehicle. If you do not have liability insurance, or if state law requires us to have liability insurance, we will provide an auto liability insurance policy (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the vehicular financial responsibility laws of the state where the damage or loss occurs. The policy provides uninsured or under-insured motorist coverage only in states where we are required by law to provide it. Coverage is void if you breach the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer. You and we reject no-fault and uninsured or under-insured motorist coverage. Giving the Vehicle to an unauthorized driver terminates our liability insurance, if any. If a liability loss occurs, this agreement shall be construed according to the laws of the jurisdiction in which the loss occurred.
7. **Charges.** You will pay us on demand for all charges due us under this Agreement that are allowed by law, including, but not limited to: (a) time and mileage for the period you keep the vehicle, or a mileage charge based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for additional drivers; (c) charges for optional products you elected to purchase from us; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) loss of, or damage to, the vehicle, which, includes the cost of repair or the retail cash retail value of the vehicle on the date of the loss if the vehicle is not repairable or if we elect to sell the Vehicle without repairing it, plus our administrative fees incurred processing the claim as limited by California Civil Code Section 1936; (g) all fines, penalties, forfeitures, court costs, towing, storage and impound charges, and other expenses involving the Vehicle assessed against us or the vehicle during your rental, unless these expenses are our fault; (h) expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (i) costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (j) a 2% late payment fee (or the highest amount allowed by law, if lower) on all amounts past due; (k) 1½% per month interest, or the maximum amount allowed by the laws of the State of California, for monies due us but not paid upon return of the Vehicle; (l) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (m) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a bad check; and (n) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean than when rented.
8. **Deposit.** We may use your deposit to pay any amounts owed to us under this Agreement.
9. **Your Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other 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 or not the loss or damage was caused by our negligence or was otherwise our responsibility.
10. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. To extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.
11. **Miscellaneous.** 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. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

# 256349 Ryan Kim Rental Agreement

Final Audit Report


2021-01-14

Created:	2021-01-14
By:	JASON KENNEDY (JASON.KENNEDY@GATEWAYRENTACAR.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAInBly7pjkcM9hx87gY5pT5wrES7nBC2r

## "256349 Ryan Kim Rental Agreement" History

 Document created by JASON KENNEDY (JASON.KENNEDY@GATEWAYRENTACAR.COM)

2021-01-14 - 4:10:36 PM GMT- IP address: 47.157.64.227

 Document emailed to Ryan Kim (rkim07@hotmail.com) for signature

2021-01-14 - 4:12:13 PM GMT

 Email viewed by Ryan Kim (rkim07@hotmail.com)

2021-01-14 - 4:12:35 PM GMT- IP address: 76.169.162.54

 Document e-signed by Ryan Kim (rkim07@hotmail.com)

Signature Date: 2021-01-14 - 4:44:34 PM GMT - Time Source: server- IP address: 76.169.162.54

 Agreement completed.

2021-01-14 - 4:44:34 PM GMT