CAR FLO, INC. RENTER AGREEMENT

This Renter Agreement and between Car Flo, Inc. ("Car Flo") with principal offices at 1650 Broadway, Suite 501, New York, NY 10019 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, sets forth the terms and conditions under which Driver will provide services to Car Flo.

**1.** **Scope of Services**

1.1 Driver agrees to provide the services ("Services") described in Appendix A.

1.2 Appendix A shall define the rules and policies of Car Flo and other appropriate terms and conditions.

1.3 Driver understands and agrees that by executing this Agreement, Car Flo is not committing or obligating itself to use the services of the Driver.

2**. Term**

2.1 This Agreement shall remain in effect until terminated by either party as provided herein.

**3. Price and Payment**

3.1 All Services to be performed shall be compensated at the rates specified in Appendix A.

**4. Confidentiality**

4.1 Driver agrees to keep confidential all technical, product, business, financial, and other information regarding the business of Car Flo (the "Confidential Information"), including marketing plans and business methods.

4.2 Driver shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party.

4.3 Driver agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party.

4.4 The provisions of this Article 4 shall survive termination or expiration of this Agreement. Car Flo or its client shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

**5. Warranties of Driver**

5.1 Driver warrants that the Services shall be performed in a workmanlike and professional manner.

5.2 Driver warrants that he or she has a level of skill and experience commensurate with the requirements of the task to which such employee is required to perform. Driver agrees not to allow others to use Car Flo’s automobile or other property.

**6. Termination**

6.1 This Agreement may be terminated at any time by Car Flo and with Two weeks’ notice from the renter.

**7. Renter Agreement**

7.1 Driver agrees that it is a renter and that it will perform under this Agreement as an individual. Nothing in this Agreement shall be deemed to make Driver an agent, employee or partner of Car Flo. Driver shall not be entitled to any of the fringe benefits of Car Flo and shall have no authority to bind, commit, contract for or otherwise obligate Car Flo in any manner whatsoever. Furthermore, Driver is responsible for his or her own Social Security, income taxes, and other employment taxes.

**8. Attorney's Fees**

In the event that any dispute arises between the parties hereto with regard to any of the provisions of this Agreement of the performance of any of the terms and conditions hereof, the prevailing party in any such dispute shall be entitled to recover costs and expenses associated with resolving such dispute, including reasonable attorneys' fees.

**9. General Terms and Conditions**

9.1 This Agreement and its Appendices constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings, and negotiations with respect thereto.

9.2 This Agreement shall not be amended except in writing signed by both parties.

9.3 This Agreement shall be interpreted and enforced in accordance with the laws of New York.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

Car Flo, Inc. ("Car Flo") Driver

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A**

**Description of Work- Rules for Drivers**

1. Drivers may not drive until this agreement is signed by both Driver and Car Flo.
2. Drivers will be charged for each shift at the start of each shift.
3. Drivers will notify Car Flo 1 week prior to canceling or changing a shift or will be charged 50% of the scheduled shift.
4. Driver is responsible for any damages to the interior or exterior of the car, including but not limited to, damage from smoking, dangerous driving or lost keys. Driver is responsible to pay damages in full including the insurance deductible of $1,000 for any insurance claims. Any damages caused by irresponsible driving will result in the driver becoming fully responsible for the damages to the vehicle. All maintenance will be performed at a Vehicle Owner approved repair shop.
5. Car Flo is responsible for all tolls, and regular maintenance. Drivers will be covered for these costs through reimbursement after submitting receipts.
6. Drivers will submit photos of the front, rear, drivers side, passenger side, and dashboard including mileage and gas tank to Car Flo at the begging and end of every shift.
7. Drivers will drop off vehicle with a full tank of gas, clean interior, clean exterior, keys and vehicle documents. Drivers will be charged the cost for any reports of a dirty vehicle or less than a full tank of gas that they did not submit pictures for. Drivers will be held responsible for any damages reported after their shift if photographs are not submitted at the end of their shift.
8. Drivers agree to follow all traffic laws without exception.

**Rate of Rent**

Rent will be $10 per hour paid to Car Flo at the beginning of every shift. Driver’s credit card will be charged before every shift.