CAR FLO INC RENTAL OF CAR OWNER CONTRACT

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

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

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

1.2 Appendix A shall define the rules and policies of Vehicle owner and other appropriate terms and conditions.

2**. Term**

2.1 This Agreement shall remain in effect until Car Flo or Vehicle owner terminates with 2-week notice

**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 Vehicle owner agrees to keep confidential all technical, product, business, financial, and other information regarding the business of Car Flo Inc. (the "Confidential Information"), including but not limited to marketing plans and business methods.

4.2 Vehicle owner 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 Vehicle owner 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. Vehicle owner 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 Car Flo**

5.1 Car Flo warrants that the payments for cars shall be sent on time and in a professional manner.

5.2 Car Flo warrants that any managing of drivers will fall under Car Flo responsibility.

**6. Termination**

6.1 This Agreement may be terminated by Car Flo or Vehicle owner at any time with one-week notice. If a driver ceases to rent the car, the renter will provide two weeks-notice to Car Flo and Car Flo will notify Vehicle owner in a timely manner.

**7. Partnership**

7.1 Vehicle owner agrees that it is not an employee or a member of Car Flo. Nothing in this Agreement shall be deemed to make Vehicle owner an agent, employee or partner of Car Flo Inc. Vehicle owner shall not be entitled to any of the fringe benefits of Car Flo Inc. and shall have no authority to bind, commit, contract for or otherwise obligate Car Flo Inc. in any manner whatsoever. Furthermore, Vehicle owner 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. Vehicle owner

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

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

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

**Appendix A**

**Description of Rules for Owners**

1. Vehicle owner may not rent to Car Flo renters until this agreement is signed by both Car Flo and Vehicle owner.
2. Renters will pay Car Flo Inc. before each shift. Car Flo will pay Vehicle owner at the end of each week.
3. Vehicle owner is responsible for any insurance charges, maintenance, tolls, or any other costs associated with the vehicle.
4. Renters will be responsible for any damages including the deductible on the owner’s insurance policy, tickets, or any vehicle related charges while the vehicle is in their possession.
5. Vehicle owner will allow Car Flo to add more drivers to use the car during by notifying Vehicle owner. Vehicle owner will have the right to approve or disapprove of additional drivers based on driving history and insurance expenses.

7. Renter 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. All maintenance will be performed at Vehicle owner approved repair shop.

**Rate of Rent**

Rental rate will be set by the vehicle owner. Car Flo will keep 20% of rental fees.