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## Rental Agreement Terms and Conditions

The Renter shall agree to all terms of this agreement. For all provisions herein, the term "Renter" shall include any, and all additional drivers, the term "ALT" shall mean Augusta Luxury Transportation, LLC, the term "Affiliate" shall mean the owner of the rental vehicle and the term "Vehicle" (which includes tires, rims, tools, accessories, keys, and vehicle documents) – all together known as, the "Vehicle".

### All Drivers must be at least 25 years of age, possess a valid driver's license and an active insurance policy.

1. **Authorized Drivers:** In addition to the Renter listed on the signed contract, the Vehicle may be driven only (a) with the permission of ALT, (b) by an additional driver who is also named on the signed contract and (c) who has signed this rental agreement. ALL OTHER DRIVERS ARE UNAUTHORIZED AND ARE STRICTLY PROHIBITED FROM OPERATING VEHICLE.
2. **Vehicle:** The Vehicle does not belong to Renter but is delivered to Renter for rental purposes only and in good operating condition. Renter agrees to inspect Vehicle prior to leaving Affiliate's rental premises, to ensure Vehicle is in good operating condition with no operating defects. Renter MUST notify Affiliate immediately of any problem or defects on or inside of Vehicle. Renter WILL NOT operate Vehicle if it is damaged or is in need of repair. Renter WILL BE responsible for all damage to Vehicle from such use.

THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT. ALT, AFFILIATE AND ANY OTHER AFFILIATES HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

3. **Vehicle Return:** Renter will return Vehicle in the same operating condition and cosmetic condition (as when rental agreement began) on the due date listed in this rental agreement or sooner, if requested by Affiliate. Affiliate shall have the right to recover Vehicle at any time, without notice to Renter. All charges for recovery of Vehicle will be Renter's responsibility. Recovery will be necessary if Vehicle is (a) not returned on the date and time it is due to be returned, (b) illegally parked, (c) used in violation of the law or the terms of this agreement, (d) is or appears to be damaged or (e) if Renter gives false or misleading information at the time of rental. If vehicle is returned later than due date, Renter will be charged an additional day's rental rate plus an additional inconvenience fee of \$1000.00 (plus any taxes & credit card processing fees), plus all administrative, lawyer and court costs. No additional rental days will be added under this Rental Agreement, if additional days are needed, a new contract will be necessary at ALT discretion. Vehicle must be returned with a full tank of fuel. Please be sure that you put the correct fuel in the Vehicle. Putting the wrong fuel in Vehicle will result in the Renter being responsible for all damages caused using incorrect fuel. **\*If Vehicle is returned without a full tank of fuel, Renter will be charged \$5.00 per gallon for gasoline and \$8.00 per gallon for diesel fuel.**
4. **Rental Charges & Credit Card:** Renter's credit card on file, will pay, on demand, the rental rate, taxes, and other charges shown on the "Charges" section of this rental agreement. Renter agrees that a deposit/advanced payment will be required to hold reservation for Vehicle, please refer to "5. Deposit/Advanced Payment Charges". The deposit/advanced payment is not to exceed 50% of the full rental charge. The deposit/advanced payment is non-refundable and will be applied to the balance of the total owed such that the balance due at the time of rental is equal to the total charges less than the deposit/advanced payment. Renter authorizes ALT to charge credit card the pre-calculated charges and, upon return of Vehicle, any fines, fuel charges or other fees and expenses for which Renter is responsible for, under the terms and conditions of this rental agreement. Renter will pay interest, at the highest rate permitted by Georgia law, on any past due charges and will also pay all collection costs, including reasonable attorney fees and all court costs.
5. **Deposits/Advanced Payment Charges:** Deposit for 1–3 day rental: \$300.00 (plus any taxes & credit card processing fees) Deposit for 4+ days rental: \$100.00 per rental day (plus any taxes & credit card processing fees). Deposit/Advanced Payment Charges must be paid for Vehicle to be reserved.
6. **Renter Responsibility for Loss or Damage:** Renter is liable for all damage to, or loss of Vehicle based on repair costs or estimated repair costs, diminished value of Vehicle as determined by Affiliate, as well as towing, impound



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fees, loss of use (regardless of fleet utilization) and administrative charges, regardless of who caused the damage or loss. Renter's liability, hereunder, shall only be limited as provided by applicable law. If Affiliate elects not to repair Vehicle because the damages are too severe, Renter shall pay Affiliate the fair market value plus any and all upgrades to Vehicle, as determined by Affiliate (prior to Vehicle being damaged) less any sale of Vehicle proceeds, plus all administrative charges and the cost of any collection's efforts, to include attorney fees and court costs. Renter will be responsible for unauthorized repairs. Affiliate WILL NOT reimburse Renter for authorized repairs without receipts. Tire chains and/or towing are prohibited. Renter is responsible for damage caused by tire chains and/or towing.

7. **Theft of Vehicle/Report to Police:** Renter is responsible for all loss due to the theft of Vehicle and all damage due to vandalism that occurs in connection with a theft if Renter fails to exercise ordinary care while in possession of Vehicle. Failing to safeguard Vehicle keys or allowing a person who is not an authorized driver to drive or use Vehicle is not an exercise of ordinary care, but a willful and reckless act and a breach of this rental hours of occurrence, and to the police as soon as Renter discovers them.
8. **Liability for Damage or Injury to Others/Indemnification:** Renter is responsible for all damage and loss caused to third parties by the operation of Vehicle. Renter agrees to provide primary automobile liability, comprehensive and collision insurance which covers Renter, Affiliate and Vehicle, with at least the minimum liability and property damage coverages required by the state in which Vehicle is operated. To the fullest extent permitted by law, Renter agrees to indemnify and hold ALT, its agents, employees and affiliates, harmless from any and all claims, losses, expenses and damages including reasonable attorney's fees, for injury or damage to persons or property of any kind or nature whatsoever (including death resulting from such injury), caused by, resulting from, arising out of, or occurring in connection with the rental of Vehicle pursuant to this agreement.
9. **NO INSURANCE PROVIDED:** NO INSURANCE COVERAGE IS PROVIDED TO RENTER BY THIS AGREEMENT.
10. **Use Restrictions:** Renter will operate Vehicle in a safe and prudent manner. Vehicle will not be used by anyone who (a) is not an authorized driver under this Agreement, (b) obtains use of Vehicle with fraudulent, misleading, or false information, (c) will be using Vehicle for commercial hire or to push or tow anything, (d) will use Vehicle while in connection with conduct that could be properly charged as a felony, (e) is involved in a speed test, any contest or in any driver's training activity, (f) operates Vehicle in a willful, intentional, wanton, or reckless manner, (g) operates the vehicle under the influence of drugs or alcohol and (h) operates the vehicle when further use of the vehicle would cause it damage (such as ignoring a warning light, flat tire, steam rising from engine, unusual noise or any other reasonable warning signs or signals).
11. **Vehicle Capabilities:** Vehicle has been equipped with GPS capabilities, designed to enable the Affiliate to protect its interest in the Vehicle, through periodic checks of the Vehicle's location. The GPS capabilities allow Affiliate to obtain the location of Vehicle, to assist in its recovery, in the event, that Vehicle is stolen. By entering into this agreement, Renter voluntarily waives any right to privacy in the location of Vehicle and authorizes Affiliate to use the GPS capabilities to locate Vehicle for any purposes, not prohibited under applicable law. Renter also agrees to hold harmless, defend and indemnify ALT, its agents, employees and affiliates, and each of them, from all claims, demands, causes of action, damages, costs, liabilities or losses, in law or equity, to property or person suffered or sustained by any other person or entity arising out of or resulting from the intended use or termination of the GPS capabilities of Vehicle, to the fullest extent permitted by applicable law.
12. **Renter Responsible for Property:** Renter is solely responsible for any property left or stored in Vehicle, or anywhere on Affiliates premises, no matter who received, stored, or handled the property. This includes Renter's personal vehicle(s) that may be stored on Affiliates premises.
13. **Use of Photos and Videos:** Affiliate is granted permission by Renter, to use any photos and videos recorded by Renter and shared with Affiliate. The use of the photos and video may include reposting, posting, emailing, and printing the photos and videos on social media websites, emails, and printed materials. ALT will use the photos in a



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manner that is judged to be tasteful by ALT. ALT takes the Renters concerns very seriously and will honor a request to stop using their photos.

14. **Limited Damage Protection:** Not applicable toward (a) Smoking fee, (b) Excessive Cleaning Fee, (c) damage caused using tire chains or by towing, (d) Excessive Mileage fees, (e) Any Additional Rental Charges or fees, (f) Toll charges and (g) any Fines incurred in violation of the law whether moving or parked.

15. **Miscellaneous:** Smoking is expressly prohibited in Vehicle. **Renter will pay a fine of \$500 for smoking in Vehicle** as well as pay the cost of repairing any damage caused by smoking (such as burns to the interior, etc.). An **excessive cleaning fee of \$250 will be** paid by Renter if excessive cleaning is required. (Excessive cleaning includes but not limited to cleaning vomit, spilled drinks or other liquids, mud, soil, etc.).

Renter will pay all costs incurred by Affiliate and will defend and indemnify Affiliate from all claims, demands and lawsuits resulting from (a) operation of the vehicle, (b) any action by Affiliate to secure the return of Vehicle or otherwise enforce the terms of agreement; (c) any action against Affiliate resulting from a breach of this agreement and (d) the issuance of a warrant for the arrest of Renter or any person in operation of Vehicle. This contract shall be construed and governed by the laws of the State of Georgia. Renter agrees that suit or any legal proceeding arising from the rental agreement MUST be filed in the State of Georgia. Renter waives his or her right to a jury trial in any lawsuit relating to this agreement. If any provision of this agreement is determined to be invalid or unenforceable, it shall not affect any other provision hereof and this contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**By signing below, I confirm that I have read, fully understand, and agree to the Terms and Conditions of this Rental Agreement.**

Primary Renter's Name: \_\_\_\_\_  
Printed

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

Primary Renter's Name: \_\_\_\_\_  
Signature

1<sup>st</sup> Additional Renter's Name: \_\_\_\_\_  
Printed

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

1<sup>st</sup> Additional Renter's Name: \_\_\_\_\_  
Signature

2<sup>nd</sup> Additional Renter's Name: \_\_\_\_\_  
Printed

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

2<sup>nd</sup> Additional Renter's Name: \_\_\_\_\_  
Signature



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## Addendum to Rental Agreement

In connection with my ( ) Rental Application ( ) Additional Renter's Application to Augusta Luxury Transportation,

**I certify that:**

- I currently have a valid driver's license that is not suspended, revoked, expired, cancelled, or surrendered.
- I have not had 1 or more convictions of moving violations within the past 12 months (excluding seat belt violations)
- I have never been convicted of DWI/DUI/DWAI or any conviction related to driving or operating a vehicle under the influence of drugs or alcohol.
- I have never been convicted of any vehicular manslaughter charge or thereof.
- I have never been convicted of leaving the scene of an accident (hit and run) or failure to report an accident.
- I have never been convicted of obtaining a vehicle unlawfully, possessing a stolen vehicle or using a vehicle in a crime or in connection with any unlawful act.
- I HAVE NEVER BEEN CONVICTED OF RECKLESS DRIVING.**
- I HAVE NOT HAD 2 OR MORE ACCIDENTS WITHIN THE PAST 12 MONTHS.**

I understand that Augusta Luxury Transportation regards the facts to which I am certifying as material in its decision to rent or permit me to drive its vehicle and is relying upon the accuracy and truthfulness of this certification. I further understand and agree that if I provide false or misleading information, my use of the vehicle is prohibited and unauthorized. This may result in any and all coverage otherwise provided by the rental agreement being void and my being fully responsible for all loss or damage, including liabilities to third parties.

I authorize Augusta Luxury Transportation to verify my driving record with any appropriate authority, either now or in the future, and I authorize any government motor vehicle department to release my driving record at the request of Augusta Luxury Transportation or it's Designee/Affiliates.

I understand that the only person(s) permitted to drive the Vehicle other than the Renter is any person who has signed the rental agreement as an additional renter. All additional renters must be 25 years of age and possess a valid driver's license and an active insurance policy.

**PERMITTING AN UNAUTHORIZED DRIVER TO OPERATE THE VEHICLE IS A VIOLATION OF THE RENTAL AGREEMENT. THIS MAY RESULT IN ANY AND ALL COVERAGE OTHERWISE PROVIDED BY THE RENTAL AGREEMENT BEING VOID AND MY BEING FULLY RESPONSIBLE FOR ALL LOSS AND DAMAGE, INCLUDING LIABILITY TO THIRD PARTIES.**

I understand that this document becomes an addendum to the Rental Agreement:

Primary Renter: \_\_\_\_\_

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

1<sup>st</sup> Additional Renter: \_\_\_\_\_

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

2<sup>nd</sup> Additional Renter: \_\_\_\_\_

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

2<sup>nd</sup> Additional Renter Driver's license #: \_\_\_\_\_

State: \_\_\_\_\_



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## 15 Passenger Van Safety Addendum to the Rental Agreement

*When driving a 15 Passenger van, there must be a clear understanding as to the way the vehicle operates, as well as a thorough understanding as to the characteristics of this type of vehicle. Please read and understand the following:*

- SAFE DISTANCE:** It is NEVER okay to tailgate. When driving this vehicle, you should always maintain a proper, safe distance (1-2 car lengths in Metropolitan areas and 3-4 car lengths on any highway or interstate where your speed is 45 MPH+) from the vehicle traveling in front you. Of course, these rules are for normal road conditions. During poor road conditions/increment weather conditions, the driver should always double these distances, this will allow a safe distance to slow the vehicle and safely avoid anything happening in front of you or behind you. **Please be aware that this vehicle can/will roll over if the driver has to hard press on the brakes and quickly swerve to avoid hitting something/one in front of them. All turns should be taken at SLOW, SAFE SPEEDS with the vehicle maintaining a safe overall balance.** *(Vehicle width can also be an issue, especially when driving around narrow residential areas. You may need to give yourself more room to maneuver. Be sure to use your external mirrors when turning, to get a clear view of the space around you. It sounds obvious, but the bigger the van, the more space you need to leave as you enter a corner or make a turn around an obstacle. If in doubt, slow down or come to a complete stop to assess any obstacles and be careful not to take corners too quickly.)*
- PASSENGER SAFETY:** All passengers must be safely seated with their seatbelt fastened before the vehicle is put into motion. Distribute passengers or materials evenly on the left and right sides and insist that all passengers sit towards the front of the vehicle to maintain appropriate balance and stability.
- LUGGAGE & OTHER PAYLOAD ITEMS:** Luggage/Cargo should always be loaded in the rear (cargo) area, towards the forward of the rear axle of the vehicle to increase stability and control. Luggage/Cargo should never be stored between the seats or in the front passenger area of the vehicle. Any smaller luggage, laptop bags and back packs that are not stored in the cargo area, should be loaded in a standing position, to avoid such items from sliding under the seats, towards the front of vehicle. **Golf bags must be secured upright, with clubs covered. All hunting equipment, specifically firearms, must be secured in their travel bags, cleared of any ammunition and with the safety set. Both items must always be stored in the rear cargo area.**
- SAFE TRAVEL SPEEDS:** Drivers must abide all speed limits and must reduce the speed if required, based on the road, weather, and traffic conditions. Driver must keep in mind that 15-passenger vans require additional braking time and cannot handle unanticipated situations as efficiently as cars. When traveling on state highways and interstates, drivers must always stay in the right lane, only using the left lane to pass when it's safe. **This vehicle is not intended to be driven over 60-65 MPH, even if the speed limit allows. The vehicle should NEVER be driven over 60-65 MPH. Please remember to allow a safe following distance between you and the vehicle traveling in front of you, always, but especially when traveling at speeds of 60-65 MPH.**
- LOADING AND OFFLOADING OF PASSENGERS:** When loading into the vehicle, larger passengers should be seated towards the front of the vehicle. Take your time and be sure that the first step in and out is safe and comfortable for each passenger. **Please, offer assistance to anyone that should need it.**
- INTERIOR VEHICLE CARE: Smoking is expressly prohibited in Vehicle. Renter will pay a fine of \$500 for smoking in Vehicle** as well as pay the cost of repairing any damage caused by smoking (such as burns to the interior, etc.). Any item/s that could damage the interior should be secured in the rear cargo area of the vehicle, using a protective sheet to protect the interior from becoming damaged. An **excessive cleaning fee of \$250 will be** paid by Renter if excessive cleaning is required. (Excessive cleaning includes but not limited to cleaning vomit, spilled drinks or other liquids, mud, soil, etc.).



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## 15 Passenger Sprinter Style Vehicle Condition Sheet

I (Renter) have taken Digital Photos of the exterior and interior of the Vehicle

Date Out: \_\_\_\_\_ Time Out: \_\_\_\_\_  AM  PM

Date Returned: \_\_\_\_\_ Time Returned: \_\_\_\_\_  AM  PM



My signature is proof that I (Renter) have completed a thorough, walk around/in, inspection of the interior and exterior of the Vehicle. I am accepting the Vehicle in its current condition. I have also read and have complete understanding of the "15 Passenger Van Safety Addendum to the Rental Agreement". I understand the safest way to load the Vehicle, as outlined in the Addendum. I agree to operate Vehicle in the safest of manners, to always make sure all passengers wear safety belts and to never overload the Vehicle. Augusta Luxury Transportation, LLC has answered any and all questions regarding the Vehicle and the terms of this Rental Agreement.

Primary Renter: \_\_\_\_\_

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

1<sup>st</sup> Additional Renter: \_\_\_\_\_

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

2<sup>nd</sup> Additional Renter: \_\_\_\_\_

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