



CAR RENTAL AGREEMENT

Location: Destin, Florida

Background:

1. This Car Rental Agreement is made and entered into on _____ between:

Owner: _____ located at _____ (“**Owner**”) and

Renter: _____ located at _____ (“**Renter**”)

Identification of Rental Vehicle

2. Owner hereby agrees to rent to Renter, a passenger vehicle identified as follows:

- a. MAKE: _____
- b. MODEL: _____
- c. YEAR: _____
- d. COLOR: _____
- e. BODY STYLE: _____
- f. VIN: _____
- g. ODOMETER READING: _____

Rental Term

3. The term of this Car Rental Agreement runs from _____ to _____, upon completion of all terms of this agreement by both Parties.

4. The Parties may shorten or extend the estimate term of rental by mutual consent. _____
Initials

Scope of Use

5. Renter will use the Rented Vehicle only for personal or routine business use and operate the Rented Vehicle only on properly maintained roads and parking lots.
6. Renter will comply with all applicable laws relating to holding licensure to operate the vehicle and pertaining to operation of motor vehicles.
7. Renter will not sublease the Rental Vehicle or use it as a vehicle for hire.
8. Renter will not remove or tamper with GPS tracking device.
9. Renter will not allow any other person to operate the Rented Vehicle unless identified here:
 - a. Primary Vehicle Operator: _____
 - b. Additional Vehicle Operator: _____

Mileage

10. Mileage of the Rental Vehicle is mileage at the time of commencement of this Car Rental Agreement. Mileage on the vehicle will be limited to _____ per day. Any mileage on the vehicle in excess of this limitation will be subject to an excess mileage surcharge of \$.75 (seventy-five cents) per mile.

Rental Fees



11. Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:
 - a. _____ per day
 - b. \$25 fuel fee if not brought back with a full tank plus cost of fuel

Security Deposit

12. Renter will be required to provide a security deposit to Owner in the amount of _____ dollars ("Security Deposit") to be used in the event of loss or damage to the Rental Vehicle during the term of this agreement. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost.

Insurance

13. Renter must provide to Owner with proof of insurance that would cover damage to the Rental Vehicle at the time this Car Rental Agreement is signed, as well as personal injury to the Renter, passengers in the Rented Vehicle, and other persons or property.
14. If the Rental Vehicle is damaged or destroyed while it is in the possession of Renter, Renter agrees to pay any required insurance deductible and also assign all rights to collect insurance proceeds to Owner.

Indemnification

15. Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes.
16. Renter will also pay for any parking tickets, moving violations, toll fees or other citations received while in possession of the Rented Vehicle.

Representations and Warranties

17. Owner represents and warrants that to Owner's knowledge that the Rental Vehicle is in good mechanical and physical condition and is safe for ordinary operation of the vehicle.
18. Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.
19. Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

Jurisdiction and Venue

20. In the event of any dispute over this Agreement, this Car Rental Agreement will be interpreted by the laws of the state of Florida and any lawsuit or arbitration must be brought in the corresponding region. If any portion of this Agreement is found to be unenforceable



by a court of competent jurisdiction, the remainder of the Agreement would still have full force and effect.

Entire Agreement

21. This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this Agreement can be made unless in writing signed by both parties. Any notice required to be given to the other party will be made to the contact information below.

Date and Time of Vehicle Pickup

- 22. Pickup Date: _____
- 23. Pickup Time: _____
- 24. Drop-off Date (completed post trip): _____
- 25. Drop-off Time (completed post trip): _____

Current Noted Vehicle Damage (pre-trip pictures to be taken)

26. _____

Owner Full Name Owner Signature Date

Renter Full Name Renter Signature Date