



THANK YOU FOR RENTING WITH US!

Here is your Dollar Car Rental Agreement and
the Rental Agreement Terms.



RENTAL AGREEMENT TERMS

Addendum To Terms

NOTICE TO RENTERS:

YOU ARE ASSUMING ALL LIABILITY AND RESPONSIBILITY FOR LOSS OR DAMAGE TO THE RENTAL VEHICLE. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTED VEHICLE. BEFORE DECIDING WHETHER OR NOT TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE

PURCHASE OF THIS LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

This Rental Agreement consists of the terms and conditions listed below, the separate rental document signed by the renter, which may be signed electronically, or in advance under Dollar Express, or Dollar Corporate, or similar, and any return document with the final charges (Agreement). This Agreement is for the rental of the Vehicle described on the separate rental document and includes all its parts, documents and accessories ("Vehicle"). This Agreement is between the person signing this Agreement ("You" or "Your") and an independent licensee of Dollar Car, Inc. ("Dollar"). You agree to all the terms and conditions, both written and printed, of this Agreement.

A. NATURE OF THIS AGREEMENT

You guarantee that the Vehicle will be operated as required by this Agreement. You are accepting 100% of the risk of loss or damage to the rental Vehicle. Expect for ordinary wear and tear, You must Return the Vehicle in the same condition You received it, to the Dollar location on the return date and time noted, or earlier if requested by Dollar and pay all fees and charges due under this Agreement, even if You did not specifically authorize the driver of the Vehicle to incur the charges. In the event you wish to keep the Vehicle longer than the time agreed, You must call Dollar and request an extension of the rental. If approved, the extension will be charged at the rental rate in effect at the time the extension is requested, which may be greater than the originally agreed rate. **If approval for extending the rental is not given in writing by Dollar, then any optional items, LDW, RLI/SLI, PAI/PEI, or Roadside Service will no longer be in effect.** You agree to defend, indemnify and hold Dollar harmless from and against any and all loss, liability, or damages whatsoever, caused by or arising out of the maintenance, use, or operation of the Vehicle during the rental. You are liable for any injury, death, or damage arising out of the use of the Vehicle. You acquire no title to the Vehicle and no one, other than Dollar, may transfer it. You will not repair the Vehicle without the consent of Dollar. If You make any unauthorized repairs to the Vehicle, You agree to pay all costs to restore the Vehicle to the condition of the Vehicle at the beginning of the rental. The Vehicle is in good overall condition with no apparent defect. DOLLAR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL DOLLAR BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY DOLLAR OF THIS AGREEMENT.

B. WHO MAY OPERATE THE VEHICLE?

The Vehicle may be operated only by an Authorized Driver. Under this Agreement, an Authorized Driver is You (the renter), and any additional person who appears at the time of rental and signs this Agreement ("Additional Renter"). Additional Renter may also include persons authorized pursuant to separate contract to operate the Vehicle, without signing this Agreement (e.g., Dollar Corporate accounts). You and Any Additional Renter(s) must satisfy the age requirements of Dollar, have a valid driver's license, and fulfill other rental qualifications. You and any Additional Renter(s) are jointly and severally responsible for payment of all charges and all terms of this Agreement.

C. WHAT ABOUT DAMAGE OR LOSS?

YOU ARE ABSOLUTELY LIABLE AND ACCEPT FULL RESPONSIBILITY FOR ANY LOSS OF OR DAMAGE TO THE VEHICLE TO THE FULL EXTENT PROVIDED BY THE LAW OF THE STATE IN WHICH THE VEHICLE IS RENTED, EVEN IF SOMEONE ELSE CAUSED IT, OR THE CAUSE IS UNKNOWN, WHETHER DUE TO THEFT, FIRE, HAIL, FLOOD COLLISION, VANDALISM, OR ANY OTHER CAUSE, OR OTHER ACTS OF NATURE OR GOD, REGARDLESS OF FAULT, SUBJECT TO LIMITATIONS IMPOSED BY THE LAW OF THE JURISDICTION WHERE THE VEHICLE IS RENTED. YOUR LIABILITY FOR LOSS OF DAMAGE TO THE VEHICLE WILL NOT EXCEED THE TOTAL OF THE RETAIL FAIR MARKET VALUE OF THE VEHICLE AT THE BEGINNING OF YOUR RENTAL, ACTUAL TOWING AND STORAGE CHARGES, LOSS OF USE (REGARDLESS OF FLEET UTILIZATION AND BASED UPON THE RENTAL RATE APPEARING ON YOUR RENTAL AGREEMENT), ATTORNEYS' FEES AND COSTS, A REASONABLE ADMINISTRATIVE FEE, AND PRO-RATA LICENSE PLATE FEES, AS ALLOWED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT IN SOME CASES, DOLLAR MAY DECIDE, IN ITS SOLE AND ABSOLUTE DISCRETION, NOT TO REPAIR A VEHICLE THAT WAS RENTED TO YOU AND DAMAGED (IN SOME INSTANCES, AN ESTIMATE OF REPAIR MAY NOT BE AVAILABLE), BECAUSE OF LIABILITY CONCERNS, OR OTHERWISE. IN SUCH A CASE, YOU AGREE THAT IF DOLLAR DOES NOT SEEK THE AMOUNT OF THE REPAIR ESTIMATE AS DAMAGES, YOU WILL NOT DISPUTE OR CHALLENGE DOLLAR'S DECISION NOT TO REPAIR THE VEHICLE AND THAT YOU WILL PAY DOLLAR THE RETAIL VALUE OF THE VEHICLE BEFORE THE DAMAGE OCCURRED (BASED UPON KELLEY BLUE BOOK, N.A.D.A., AND/OR AUTOTRADER.COM VALUES, AT DOLLAR'S SOLE ELECTION) MINUS THE REASONABLE SALVAGE VALUE AT AUCTION.

D. WHAT IS LOSS DAMAGE WAIVER (LDW)?

Because Dollar has no control over the Vehicle after it leaves Dollar, absolute liability is imposed on You if it is damaged. For an additional fee You can purchase LDW (Loss Damage Waiver). LDW only applies to accidental damage resulting from collision; it does not apply to damage resulting from Your negligent or intentional actions, nor any damage resulting from tire chains or damage resulting from tiger teeth, traffic spikes, or similar devices. LDW does not apply to any damage resulting from prohibited uses of the Vehicle, or should you fail to obtain and turn over to Dollar information accurately identifying all third parties in the event of damage to the Dollar Vehicle. In return for a daily fee and Your strict compliance with this Agreement, Dollar will waive all or part of Your responsibility except to the extent of Your negligent or willful misconduct. Dollar will waive Your responsibility for all physical damage to the Vehicle caused by collision while You were lawfully operating the Vehicle and You will have no obligation for loss of use. LDW does not apply in the event of theft, or if someone other than You, or other Additional Renter had possession of, or was operating the Vehicle when the damage occurred.

Please Note: If You decline the optional Loss Damage Waiver (LDW), You will be responsible for any loss or damage regardless of fault. **LDW is not insurance.**

E. WHAT IS RENTER'S LIABILITY INSURANCE / SUPPLEMENTAL LIABILITY INSURANCE (RLI/SLI)?

For an additional fee, You can purchase Renter's Liability Insurance / Supplemental

Liability Insurance (RLI/SLI). RLI provides primary liability coverage up to the required financial responsibility limits of the state in which the vehicle is licensed. SLI provides excess auto liability insurance. Coverage is the difference between RLI coverage and One Million Dollars (\$1,000,000) for bodily injury, death and property damage other than to the rental Vehicle. Dollar is not an insurance company. This rental does not provide You with any insurance above Your personal insurance, except as provided under Your purchase of RLI/SLI. In the event of any occurrence likely to result in a claim under RLI/SLI benefits, immediate written notice is to be given to Dollar. Specific information on RLI/SLI can be found in brochures available at the rental counter.

F. WHAT ARE PROHIBITED USES OF THE VEHICLE?

THE VEHICLE MAY NOT BE USED: (1) TO CARRY PERSONS OR PROPERTY FOR HIRE; (2) TO PUSH OR TOW ANYTHING; (3) IN A RACE OR SIMILAR TYPE CONTEST, TEST, OR TRAINING ACTIVITY; (4) FOR ANY ILLEGAL PURPOSES OR IN THE COMMISSION OF A CRIME; (5) WHILE THE DRIVER IS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS; (6) OUTSIDE THE UNITED STATES WITHOUT THE PRIOR WRITTEN CONSENT OF DOLLAR; (7) BY ANYONE OTHER THAN YOU AND ANY ADDITIONAL RENTER(S); (8) IF IT WAS OBTAINED BY FRAUD OR MISREPRESENTATION; OR (9) TO INTENTIONALLY CAUSE DAMAGE, OR DAMAGE THE VEHICLE AS A RESULT OF FALLING ASLEEP OR WHILE USING A HAND-HELD ELECTRONIC DEVICE, OR DAMAGE THE VEHICLE BY NEGLIGENT, WILLFUL, RECKLESS, OR WANTON ACTS, OR MISCONDUCT. FOR PURPOSES OF THIS AGREEMENT, WILLFUL OR WANTON MISCONDUCT INCLUDES, BUT IS NOT LIMITED TO: (A) THE USE OF THE VEHICLE ON OTHER THAN REGULARLY MAINTAINED AND PAVED (ASPHALT OR CONCRETE) SURFACE ROADWAYS, PRIVATE DRIVEWAYS, OR PARKING LOTS, WHICH UNAUTHORIZED USE RESULTS IN DAMAGE OR LOSS TO THE VEHICLE; (B) CARRYING PASSENGERS IN THE BED OR CARGO AREA OF THE VEHICLE; OR (C) FAILING TO REMOVE THE KEYS FROM THE VEHICLE, FAILING TO CLOSE AND LOCK ALL DOORS, WINDOWS AND TRUNK. **ANY PROHIBITED USE OF THE VEHICLE VIOLATES THE AGREEMENT AND VOIDS OR DEPRIVES YOU OF BENEFITS, PROTECTION AND OPTIONAL COVERAGES, IF ANY, TO WHICH YOU WOULD HAVE OTHERWISE BEEN ENTITLED TO UNDER THIS AGREEMENT.**

G. PAYMENT OF CHARGES

1. Unless Dollar agrees to accept payment by the use of a credit card or debit card, You will immediately pay cash for all amounts due, including without limitation all rental charges, accessory equipment charges, ancillary products and damage claims. If you have directed the billing, invoicing, or damage claim to Your credit card or debit card, Your employer, or Your insurance company and they fail to make payment within 15 days of the date of the billing, invoice, or damage claim, then You agree to make immediate payment to Dollar. If You pay by check which is returned unpaid, You will pay a reasonable administrative

fee. Because this Rental Agreement is subject to final audit and vehicle damage inspection, You will pay for charges unknown to Dollar at the end of the rental upon receipt of invoice. Unless prohibited by law, Dollar may apply any cash deposit towards the charges due. You agree to pay all applicable taxes.

2. You agree at the commencement of this Rental Agreement to allow Dollar to authorize/hold on the credit card You presented, the estimated rental charges, plus a minimum credit card authorization of \$250-350 and/or \$200-300 over the estimated charges, whichever is greater. Debit cards presented at the time of rental require additional qualifications and a minimum authorization/hold of \$500, or \$500 over the estimated charges, whichever is greater. Debit or credit card excess funds or authorizations, if any, will be settled at the completion of the rental. Dollar will not be responsible for funds unavailable due to card issuer processing times, overdraft charges, losses, or liabilities which You may incur associated with Your use of the debit or credit card. All charges are subject to a final audit. If errors are discovered, You will pay the correct amount due. Dollar is authorized to correct charges with the card issuer. You also agree to allow Dollar to obtain credit information about You from any credit agencies Dollar may contact.

3. If you present a debit card at the beginning of the rental to qualify for rental, Dollar may perform a credit inquiry screening through Equifax Credit Information Services, Inc., or similar company, in addition to other qualifications. In the event Your credit inquiry fails to meet Dollar's debit card criteria, You will not be allowed to rent. Dollar's debit card policy complies with all applicable U.S. federal and state laws. Debit cards are accepted for payment at the end of rental without a credit inquiry.

4. Any amounts which are billed to You or owed by You as a result of property damage that are not paid in accordance with this Agreement, including judgments, will be subject to an interest charge against the unpaid principal amount. The interest charged is 18% per annum in Oregon and 12% per annum in Washington.

5. You will pay all parking, traffic and road toll fees, penalties, costs and expenses assessed against, or paid by Dollar, due to Your use of the Vehicle. Where the option exists, Dollar, or its assigned representative may process electronic reader toll fees, plus Dollar's administrative fee of up to \$10 per rental (maximum) to the form of payment presented at the time of rental. For all parking and traffic expenses resulting from Your use of the Vehicle, You agree to pay Dollar an administrative fee of up to \$35 per violation or inquiry to the form of payment presented at the time of rental. You agree Dollar or its assigned representative is authorized to release to any court, government, law enforcement agency, private parking lot, or photo enforcement firm any information relating to Your use of the Vehicle.

H. CALCULATING THE RENTAL AND OTHER CHARGES

1. You will pay Dollar the time and mileage rates stated on the separate rental document. **TIME CHARGES ARE BASED ON A 24 HOUR DAY STARTING AT THE TIME OF RENTAL (RENTAL DAY). THE MINIMUM CHARGE IS FOR ONE RENTAL DAY, PLUS MILEAGE, IF APPLICABLE.** The hourly rate is charged for each full or partial hour in excess of the Rental Day until the hourly charges equal the daily rate. The hourly rate applies only when the Vehicle is returned one hour or more after the start of a new Rental Day. The mileage charges are determined by multiplying the mileage rate by the miles driven. For prepaid rentals, refer to the program terms and conditions made available

online when placing Your reservation. **ANY CHANGES TO THE ORIGINAL DUE DATE ARE SUBJECT TO RATE INCREASES. DISCOUNTS MAY BE FORFEITED AND RATES MAY INCREASE UP TO 200% IF THE VEHICLE IS NOT RETURNED ON THE ORIGINAL DUE DATE.**

2. Unless You choose the Fuel Purchase Option at the beginning of the rental, You must refuel the Vehicle within a 10 mile radius of the return facility and present a gas receipt to avoid a refueling service fee. A refueling service fee will apply for all fuel not replaced at the computed (or estimated) time of return and will be based on the miles driven or the amount of gallons to refill the tank multiplied by the rate stated on the Agreement. **There is no credit or refund given for any unused fuel with the Fuel Purchase option.**

3. You will pay the charges for optional items You select at the beginning of the rental such as Loss Damage Waiver (LDW), Renter's Liability Insurance / Supplemental Liability Insurance (RLI/SLI), Personal Accident Insurance / Personal Effects Insurance (PAI/PEI) and Roadside Service at the daily rate for each full or partial Rental Day You keep the Vehicle. The cost, protection provided, availability and terms may vary at locations. Brochures explaining RLI/SLI, PAI/PEI and Roadside Service are available at the rental counters.

4. If You return the Vehicle to a location after hours, the Vehicle will remain on rent to You until Dollar regains possession of the Vehicle the following business day. If You return the Vehicle to a location other than authorized in writing by Dollar, You will pay a Drop Charge and different rental rates of \$2.00 per mile and a \$100.00 minimum may apply. If You ask for more services, further charges may apply. Upon return of the Vehicle, You will pay a minimum cleaning fee of \$75.00 per hour for cleaning, deodorizing or sanitizing the Vehicle should Dollar deem the Vehicle is returned in a non-rentable condition. This includes excessive stains, dirt, animal fur or hair (including service animals); odors, including marijuana, vaping and smoking.

Dollar maintains a non-smoking fleet. You will pay an additional charge if You smoke in the Vehicle. Minimum fee for original key not returned with Vehicle is \$350.00, which may be charged even if the original key is returned at a later date. Dollar may charge You for delivering replacement keys (if possible), or towing the Vehicle to a Dollar location.

5. Dollar offers child car seats, ski racks, vehicle equipped GPS systems, hand control devices and electronic toll pass services upon request and subject to availability for Your use during the rental for an additional daily charge. Dollar may offer other equipment and services from time to time. If You rent a child car seat, Dollar will require You to inspect and install the child car seat into the Vehicle Yourself and by signing this Agreement You acknowledge and agree that the child car seat is in good working condition, appropriate for the age, height and weight of the child and that **YOU WAIVE AND RELEASE DOLLAR FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, COSTS, OR EXPENSES YOU HAVE OR MAY HAVE AT ANY TIME ARISING FROM THE USE OR OPERATION OF THE CHILD CAR SEAT AND THAT YOU ARE ALSO PROVIDING THIS RELEASE ON BEHALF OF THE CHILD USING THE CAR SEAT TO THE EXTENT ALLOWED BY APPLICABLE LAW.** If You request a hand control device to be installed on the Vehicle, You acknowledge that You received instruction on the use of the hand control device, You understand proper operation of the device and You agree not to modify, tamper with, or alter the device from the original installation. You agree to pay Dollar for the loss of or damage to any optional equipment or accessories in an amount up to Dollar's current replacement costs or repair cost, if repairable in our discretion, plus shipping charges and a reasonable administrative fee. LDW does not apply to optional equipment and accessories.

6. You will pay all costs and expenses of any kind incurred by Dollar to collect any amounts due under this Agreement. This includes, but is not limited to costs and expenses to regain possession of the Vehicle and attorneys' fees.

7. If applicable, You agree to pay any airport concession recovery fees or surcharges.

I. RENTER'S THIRD-PARTY LIABILITY RESPONSIBILITY

You agree that You and/or Your insurance company will be responsible for handling, defending and paying all third-party claims for bodily injury, death, or property damage caused by or arising from the use or operation of the Vehicle during the rental and You and any Additional Renter(s) agree to defend, indemnify, and hold Dollar harmless from and against any and all such third-party claims. THIS AGREEMENT DOES NOT PROVIDE YOU WITH ANY THIRD-PARTY LIABILITY PROTECTION COVERING THIS RENTAL EXCEPT AS MAY BE PROVIDED PURSUANT TO YOUR PURCHASE OF RENTER'S LIABILITY INSURANCE / SUPPLEMENTAL LIABILITY INSURANCE (RLI/SLI). In the event of an accident, You will provide proof of financial responsibility, as required by the state in which the accident occurs. WHERE PERMITTED BY LAW, DOLLAR DOES NOT PROVIDE "UNINSURED" OR UNDERINSURED" MOTORIST OR MOTOR VEHICLE COVERAGE, OR SUPPLEMENTARY "NO FAULT", OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THIS RENTAL AND YOU AND DOLLAR HEREBY REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF ANY SUCH PROTECTION; IF IMPOSED BY LAW, IN SPITE OF THIS AGREEMENT, SUCH PROTECTION WILL BE IN THE MINIMUM LIMITS REQUIRED BY LAW.

J. HANDLING ACCIDENTS AND OTHER OCCURRENCES

You agree to file a full and complete written report of an accident involving the Vehicle with Dollar immediately following the incident and where required, to complete the state's Department of Motor Vehicle Traffic Accident report form. In the event of theft or vandalism, You agree to file such a report with Dollar and with the police immediately following the incident.

YOUR FAILURE TO FILE A REPORT CREATES A REBUTTABLE PRESUMPTION THAT THE INCIDENT WAS CAUSED BY YOUR WILLFUL OR WANTON MISCONDUCT AND AS A RESULT WILL VOID LDW AND MAKE YOU ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THE VEHICLE. You agree to deliver to Dollar a legible copy of any notice relating to a claim or suit in connection with any accident involving the Vehicle. You agree to cooperate fully with Dollar in the investigation and defense of any such claim or suit. Any actions based on, relating to, or arising from this contract, whether for breach, declaration of rights, interpretation, rescission, or otherwise and any action between the parties to the transactions which led to its formation and execution, shall only be brought in the county and state where the Vehicle was delivered. The contract will be enforced and interpreted according to the laws of the same state.

K. OTHER PROVISIONS

1. The Vehicle may be equipped with crash detection, telematics, or similar systems; You expressly authorize use of all these services. You acknowledge such systems utilize cellular, radio signals and / or satellite to transmit data and communication and therefore, privacy cannot be guaranteed. You authorize use or disclosure of, or access to location information concerning Your or other user of the service, automatic crash notification to any person for use in the operation of an automatic crash notification system, and use of the vehicle location system, where available. You release Dollar, operator of the crash detection and telematics system, wireless carriers, and other suppliers of components or service and their respective employees, officers, directors, and agents from any damage, including incidental and/or consequential damages to person or property caused by failure of any of the Vehicle systems to operate properly.

2. Regardless of fault, Dollar is not responsible for loss of or damage to any property left in or on the Vehicle, in or on any other vehicle, or on any of Dollar's premises. Dollar will have no liability to You or Additional Renter(s) for disposing of personal property left in or on the Vehicle at the termination of rental, or upon recovery of the Vehicle. Any personal property left in the Vehicle will be deemed abandoned by the renter and Dollar may dispose of the property at Dollar's discretion. You agree to defend, indemnify and hold Dollar harmless from all claims arising out of such loss or damage.

3. Dollar may repossess the Vehicle at Your cost, without demand and terminate this Agreement if the Vehicle: (a) was obtained by fraud or misrepresentation; or (b) is illegally parked, apparently abandoned, or used in violation of this Agreement. In no event may You keep the Vehicle longer than 30 days unless You sign a new Agreement.

4. If You fail to return the Vehicle on the date and time due, Dollar has the right to notify law enforcement authorities that the Vehicle is stolen or missing.

5. No term of this Agreement may be waived or changed, except by a written agreement signed by an authorized representative of Dollar. **YOU MAY NOT SUBLET THE VEHICLE, NOR MAY YOU TRANSFER OR ASSIGN THIS AGREEMENT.** You are not an agent of Dollar for any manner or purpose.

6. If any term of this Agreement is prohibited by law, it shall not affect the remaining terms. Paragraph headings have no independent meaning.

7. You understand that it is Your responsibility to comply with all applicable seat belt laws and child restraint laws.

8. Excessive mileage may result in suspension of future renting privileges.

9. In the event Dollar retains an attorney to collect any amounts owed under this Agreement, You agree to reimburse Dollar for those fees. In the event of litigation concerning any claims under this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and costs, including fees for arbitration, trial and appeal. You waive the right to trial by jury, or to participate in a class action, either as a class representative or class member.

10. This is the entire contract between You and Dollar. Dollar has made no warranties or undertakings, express or implied, except as stated herein. This contract is Your entire Agreement with Dollar. You cannot rely on any modification unless it is agreed

to in writing by both You and Dollar. No oral statements to the contrary and no oral modifications are valid.



CONNECT WITH US



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