## **Rental Terms and Conditions**

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY.

The Rental Agreement. These Rental Terms and Conditions, the rental document you receive when you are given access to the car you are renting (the "Rental Contract") any additional agreement signed by you, any documents or agreements (or links to on-line documents or agreements) sent to you electronically in connection with your rental, and the return receipt or record (the "Rental Receipt") with computed rental charges together constitute the "Rental Agreement" between yourself and Kendal Lewis, HUE Car Rentals LLC, and Dunja Pavlic.

Your Rental. You rent from Kendal Lewis, HUE Car Rentals LLC, the car described on the Rental Contract, which rental is solely a transfer of possession, and not of ownership. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You", "Customer", "Renter", "Rentee" and "your" refer to the person who signs this agreement, "we", "our", "Owner", and "us" refer to Dunja Pavlic, Kendal Lewis and HUE Car Rentals LLC. Collectively renter and owner are referred to as "parties". You also agree that you are not our agent for any purpose; and that you cannot assign delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

**Changes.** Any change in the Rental Agreement or our rights must be in writing and signed by Kendal Lewis, HUE Car Rentals LLC, and/or Dunja Pavlic. You further agree that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted or sent electronically which date will be indicated therein, without any requirement by you to sign the changed Terms and Conditions. Changes to these Terms and Conditions will be posted as they occur will govern all rentals commencing after posting even if the terms provided at time of reserving the rental car differ.

**Meaning of Car.** The word "car" and or "vehicle" in the Rental Agreement means the vehicle rented to you or its replacement and includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by H.U.E. Car Rentals LLC/Kendal Lewis/Dunja Pavlic with the vehicle and separately rented to you by us unless otherwise explicitly specified in the Rental Agreement.

Who May Drive The Car. You represent to Kendal Lewis, HUE Car Rentals LLC, and Dunja Pavlic that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. A temporary driver's license is acceptable only if it has no restrictions and is valid for the entire period of the rental. Individuals with learner's permits may not operate the rented vehicle (s). You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to each rental; and that we may in our sole discretion refuse to rent to you if your license is not in good standing. We reserve the right to deny rentals based upon (i) information about your license status, (ii) authenticity of your driver's license or other credentials, (iii) the inability

to verify your identity or payment methods, (iv) your driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credential that we believe to be reliable. We reserve the right to validate your driving credentials and license good standing periodically without notice to you except as required by law. Any person other than you or a Permitted Driver that operates the car must sign an additional driver form at the time of the rental. We may charge for each additional driver authorized to drive the car, which will be specified on the Rental Contract. You acknowledge that you will remain financially responsible under the Rental Agreement at all times even if the car is operated by a Permitted Driver or someone other than yourself.

By signing the rental agreement/rental terms and conditions, the customer, and all authorized drivers of the rented vehicle are signing a declaration attesting that they have a valid license that is not currently suspended, revoked, expired, cancelled or surrendered. The renter/authorized driver has not, within the last 36 months, had 1 or more convictions for reckless driving. • The renter/authorized driver has not, within the last 48 months, had 1 or more convictions for driving under the influence (DUI), driving while intoxicated (DWI), or driving while alcohol impaired (DWAI). • The renter/authorized driver has not, within the last 36 months, failed to report or leave the scene of an accident. • The renter/authorized driver has never been in possession of a stolen vehicle or used a vehicle in a crime. • The renter/authorized driver has not, within the last 24 months, had 3 or more convictions for moving violations (including seat belt violations). • The renter/authorized driver has not, within the last 36 months, had 3 or more accidents. You agree to us retaining a photocopy of your driver's license and insurance.

**Return of the Car.** You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Rental Contract We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If you do not return the car to the location specified in the Rental Agreement, as and when required under the Rental Agreement, you may be subject to criminal penalties