

## **Right Way Rent-A-Car LLC RENTAL AGREEMENT**

This Car Rental Agreement is entered into between \_\_\_\_\_ and Right Way-Rent-A-Car LLC and outlines the respective rights and obligations of the Parties relating to the rental of a car. 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.

### **1. IDENTIFICATION OF THE RENTAL VEHICLE**

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

Make:

Model:

Year:

VIN:

Color:

(Hereinafter referred to as "Rental Vehicle").

### **1. RENTAL TERM**

The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this agreement until the return of the vehicle to Owner, and completion of all terms of this agreement by both Parties. The

\*Estimated start date:

\*Estimated end date:

The Parties may shorten or extend the estimated term of rental by written mutual consent.

### **1. MILEAGE**

Mileage use allotted is \* [ unlimited per day ]

Rate for extra mileage: \_\_\_\_\_ 0.10 per mile \_\_\_\_\_

### **1. RENTAL FEES**

Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:

\*Base fee: [ \$55 - \$95 ] per [ Day ( ) ]

[ \$350 - \$450 / week ]

Rental fee for days beyond the rental term: \_\_\_\_\$75/day or \$400 per week \_\_\_\_\_

a) You will also pay a reasonable fee for cleaning the car's interior upon return if any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.

b) If the key(s) or key fob(s) are not returned with the car, you may be charged additional fees.

c) We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the car. You will pay an additional charge if you return the car and it smells or is soiled from smoke or e-cigarette vapor.

d) You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.

f) If you use a car with automatic toll payment capability you will be charged the toll fee and additional accounting fee.

g) Right Way-Rent-A-Car LLC makes every effort to ensure that all prices and descriptions quoted are correct and accurate. However, in the case of a manifest error or omission, Right Way-Rent-A-Car LLC reserves the right to rescind the Rental Agreement, even if we have already accepted your reservation and/or received your payment. Our liability in that event will be limited to the return of any money that you have paid with respect to the reservation. In the case of a manifest error in which we permit you to keep your reservation, we reserve the right to require that you pay the difference between the quoted price and the correct price, as confirmed in writing by Right Way-Rent-A-Car LLC after the manifest error has been discovered. A "manifest error", as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by Right Way-Rent-A-Car LLC which is more than 15% less than the price that would have been quoted had the mistake not been made.

### **1. TAXES, SURCHARGES & FEES**

You will also pay all applicable taxes as well as any additional charges provided in the Rental Agreement which are over and above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs.

### **1. FINES, EXPENSES, COSTS AND ADMINISTRATIVE FEES**

You will pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, toll, and other violations, including storage liens and charges incurred because of your rental. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal, and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

### **1. CHANGES**

Any change to the Rental Agreement or our rights must be in writing and signed by an authorized officer. 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 of communication provided. 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 sent through electronic means provided by you.

### **1. WHO MAY DRIVE THE CAR?**

You represent to Right Way-Rent-A-Car LLC that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. 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. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car (each a "Permitted Driver"), but only with your prior permission. Any Permitted Driver must be at least 25 years old and must also be a capable and validly licensed driver at all times during which such person is operating the car. 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.

### **1. 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 554 Bedford knoll dr., Winston-Salem, nc 27107 or 900 east mountain street, Kernersville, nc, 27284 on April 15th 2024 at 6p. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee. If you wish to extend any rental you must contact us at [info@rightwhay.com](mailto:info@rightwhay.com) or 1800 number or, use a method we approve to request the extension before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion.

### **1. REPOSSESSING THE CAR**

We can repossess the car at any time in our sole discretion for reasons that include but are not limited to the following: Rental is not returned as at when due, the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car. If the car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car. You will also forfeit your security deposit if car is repossessed.

### **1. DAMAGE TO/LOSS OF THE CAR**

If the car is lost or damaged you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. As part of our loss, you will also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or

benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on LDW that are different than the terms of the Rental Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt.

### **1. PROHIBITED USE OF THE CAR**

**Certain uses of the car and other actions you or a driver may take, or fail to take, will violate the Rental Agreement. A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS INSURANCE, ANY ROADSIDE ASSISTANCE PLAN, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER (LDW) OR PARTIAL DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.** It is a violation of this Paragraph if any of the following occurs:

A. You use or permit the car to be used: 1) by anyone other than an authorized driver, as defined in paragraph 5; 2) to carry passengers or property for hire or more passengers than the car has seat belts to carry; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol, any controlled substance, including without limitation, any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; 7) recklessly or while overloaded; or 8) if the car is driven into Mexico without our expressed permission.

B. You or an additional driver, whether authorized or not: 1) fail to promptly report to Right-Way-Rent-A-Car any damage to or loss of the car when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; 2) Where required by law, failed to report an accident to law enforcement; 3) obtained the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys (or key fobs) or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; or 5) intentionally or with willful disregard cause or allow damage to the car. C. You or an additional driver, whether authorized or not return the car after hours and the car is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the car, its keys, key fobs, or other remote entry and starting devices. D. Driving or operating this car while using a hand-held wireless communication device or other device that can receive or transmit telephonic

communications, electronic data, mail, or text messages shall be deemed a breach of the Rental Agreement.

### **1. FUEL SERVICE CHARGE**

Most rentals come with a full tank of fuel, but that is not always the case.

- 1) You may avoid a fuel service charge if you return the car with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase. If you put fuel into the car, you must use the correct fuel. If unsure call company officer and ask.

### **1. SECURITY DEPOSIT**

Renter will be required to provide a security deposit to Owner in the amount of [ ] (“Security Deposit”) to be used in the event of loss or damage to the Rental Vehicle during the term of this agreement. Owner may, in lieu of collection of a security deposit, place a hold on a credit card in the same amount. In the event of damage to the Rental Vehicle, Owner will apply the ENTIRE 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. Any late returns, physical or mechanical damage whatsoever to the vehicle or smoking in the vehicle will result in complete forfeiture of the deposit. NO EXCEPTIONS.

### **1. PROPERTY IN THE CAR**

We are not responsible for loss of, theft, or damage to any property in or on the car, in any service vehicle, such as a transit van or bus, on our premises, or received or handled by us, regardless of who is at fault. You will be responsible to us for claims by others for loss or damage caused by your property.

### **1. INSURANCE**

The 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. 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 assign all rights to collect insurance proceeds to Owner.

### **1. INDEMNIFICATION**

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against the Owner because 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. Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle.

### **1. COLLECTIONS**

If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the car including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, we will take the following actions: a) You agree to pay a late charge of 1 & 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, “Charges”). b) You agree to also pay for any costs that we



incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs.

### 1. REPRESENTATIONS AND WARRANTIES

Owner represents and warrants that to Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

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.

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.

### 1. ENTIRE AGREEMENT

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. There are no refunds for cancellations once vehicle is reserved or if vehicle breaks down during the course of the rental. Right Way-Rent-A-Car LLC will be happy to extend the rental period to accommodate lost time. However, in the event that the damage was due to negligence on the part of the renter, Right Way-Rent-A-Car LLC reserves the right to cancel the remainder of the rental without issuing a refund. However, if the mechanical breakdown was due to a lack of maintenance on the part of Right way Rent-a-car LLC, reasonable care will be taken to extend the rental period or provide a substitute vehicle.

Renter's name: \_\_\_\_\_

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

Renter's signature: \_\_\_\_\_

Company name: Right Way Rent-a-car

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

Officer's Signature \_\_\_\_\_