

## Rental Agreement Terms And Conditions

Renter agrees to all terms on both sides of this agreement. For all the provisions herein, the term "Renter" shall include any and all additional drivers. The "Company" shall mean The Sprinter Renter, LLC.

1. Authorized Drivers: In addition to the named Renter, the vehicle may be driven only (a) with the permission of the company (b) by an additional driver who is named on the front of this agreement or who is the spouse of the named Renter, (c) who has signed this rental agreement (d) **who is at least 25 years old**; and (e) who holds a valid driver's license. ALL OTHER DRIVERS ARE UNAUTHORIZED AND ARE STRICTLY PROHIBITED FROM THE OPERATING THE VEHICLE.

2. Vehicle: The vehicle, which includes tires, rims, tools, equipment, accessories, keys and vehicle documents (together, the "Vehicle") does not belong to the Renter but is delivered to the Renter for rental purposes only and in good operating condition. Renter agrees to inspect the Vehicle before leaving company premises to insure the Vehicle is in good condition with no apparent defects. Renter must notify company immediately of any problem or defects in the Vehicle. Renter will not operate Vehicle if it is damaged or is in need of repair and Renter will be responsible for all damage to the 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 AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

3. Vehicle Return: On the due date listed on the front of this Agreement or sooner if requested by Company, Renter will return the Vehicle in the same operating condition and cosmetic condition as rented. If it (a) is not returned on the date which it is due back (b) is illegally parked; (c) is used in violation of the law or of this agreement; (d) is or appears to be damaged or (e) if Renter gives false or misleading information at the time of rental, Company shall have the right to repossess the Vehicle at any time, without notice to the Renter. All charges for repossession will be Renter's responsibility.

4. Rental charges; credit card: Renter will pay on demand the rental rate, taxes, and other charges shown on the "charges" section on the front of this agreement. Renter will pay interest at the highest rate permitted by the law on any past due charges and will also pay any collection costs, including reasonable attorney's fees and all court costs. Renter authorizes company to charge credit card the pre-calculated charges, and upon return of the vehicle for any fines, fuel charges, or other fees and expenses for which renter is responsible under this Agreement. An advanced payment is required to hold a reservation. The advanced payment is non refundable and not to exceed 50% of the full rental charge. The advanced payment is 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 the advanced payment.

5. Responsibility for loss or damage: Renter is liable for any and all damage to or loss of the vehicle based on repair costs or estimated repair costs, and diminished value of the rental vehicle as determined by Company, plus towing, impound 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 Company elects not to repair the Vehicle because the damages are severe, Renter will pay Company an amount equal to the Rental value of the vehicle before it was damaged plus administrative charges and the cost of any collection efforts, including attorney fees, less any amount Company receives for selling the Vehicle. Renter will be responsible for unauthorized repairs; Company will not reimburse Renter for authorized repair without receipts. Renter also agrees to pay for the reasonable cost to clean Vehicle if returned excessively dirty. Tire chains are prohibited and Renter is responsible for damage caused by tire chains regardless of whether LDW is elected.

6. Theft of vehicle; reporting to police: Renter is responsible for all loss due to the theft of the 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 the Vehicle. Failing to safe-guard the keys to the Vehicle or allowing a person who is not an authorized driver to use the

Vehicle is not an exercise of ordinary care, but a willful and reckless act and a breach of this agreement. Renter must report all accidents involving the Vehicle, theft of the Vehicle, or vandalism to the Company within 24 hours of occurrence, and to the police as soon as Renter discovers them.

7. LIABILITY FOR DAMAGE OR INJURY TO OTHERS; INDEMNIFICATION: Renter is responsible for all damage and loss caused to third parties by the operation of the Vehicle. Renter agrees to provide primary automobile liability, comprehensive and collision insurance which covers Renter, the Company and the rented vehicle, with at least the minimum liability and property damage coverages required by the state in which the Vehicle is operated. To the fullest extent permitted by law, Renter agrees to indemnify and hold Company, 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 the Vehicle pursuant to this agreement.

8. NO INSURANCE PROVIDED: NO INSURANCE COVERAGE IS PROVIDED TO RENTER BY THIS AGREEMENT.

9. Use Restrictions: Renter will operate the Vehicle in a safe and prudent manner. Vehicle will not be used by anyone (a) who is not authorized under Section 1 of this Agreement; (b) who obtains the vehicle with fraudulent, misleading, or false information, (c) using the vehicle for commercial hire or to push or tow anything; (d) while used in connection with conduct that could be properly charged as a felony (e) while involved in a speed test or contest or in driver training activity; (f) in a willful, intentional, wanton, or reckless manner; (g) operating the vehicle under the influence of drugs or alcohol ; (h) operates the vehicle outside the states of Ohio, Indiana or Kentucky (i) who 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 other reasonable warning signal).

10. Renter Responsible for Property: Renter is solely responsible for any property left or stored in the Vehicle, or anywhere at the Company's renting location, no matter who received, stored or handled the property.

11. Miscellaneous: Smoking is expressly prohibited in the vehicle. Renter will pay a fine of \$750 for smoking in the vehicle plus pay the cost of repairing any damage caused by smoking such as burns to the interior. An excessive cleaning fee 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 or soil. Renter will pay all costs incurred by company and will defend and indemnify company from all claims, demands and lawsuits resulting from (a) operation of the vehicle; (b) any action by company to secure the return of the vehicle or otherwise enforce the terms of agreement; (c) any action against the company resulting from a breach of this agreement; and (d) the issuance of a warrant for the arrest of the renter or any person operation of the vehicle. This contract shall be construed and governed by the laws of the state of Ohio. Renter agrees that suit or any legal proceeding arising from the rental must be filed in Hamilton County, Ohio. Renter waives his or her right to a jury trial in any law suit 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.