

RA _____

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|--|--|--|------------------------|
| Renter (Print) | Phone | Year/Make | Vehicle # |
| Home Address | City State Zip | Model | Color Tag |
| Driver's License # | State Exp. Date Date of Birth | VIN # | |
| Insurance Company | Policy No. Agent Phone | Odometer In _____ Out _____ Miles Driven _____ Miles Allowed _____ Excess Miles _____ Gas Level OUT _____ Gas Level IN _____ | Date/Time Due In AM PM |
| Employer | Title How Long? | | Date/Time Ext. AM PM |
| Employer's Address | Phone Supervisor | | Date/Time Ext. AM PM |
| Emergency Contact | Address Phone | Miles Allowed _____ | Date/Time In AM PM |
| ABSOLUTELY NO DRIVERS UNDER 21 YEARS OF AGE | | Excess Miles _____ | Date/Time Out AM PM |
| Additional Driver | Dr. Lic. # State Exp. Date Date of Birth | Gas Level OUT _____ | Date/Time Out AM PM |
| Insurance Company | Policy Number Agent Phone | Gas Level IN _____ | Miles Allowed |

| | | | | |
|-------------------|---------------|-------|-----------|---------------|
| Additional Driver | Dr. Lic. # | State | Exp. Date | Date of Birth |
| Insurance Company | Policy Number | Agent | Phone | |
| Additional Driver | Dr. Lic. # | State | Exp. Date | Date of Birth |
| Insurance Company | Policy Number | Agent | Phone | |

WAIVER OF NOTICE

You acknowledge that you will be subject to criminal penalties for theft under A.C.A. § 5-36-115 for: (a) failure to return or make arrangements acceptable to us to return the Vehicle within five (5) days of the return date, excluding Saturday, Sunday, or state or federal holidays; or (b) presenting identification to us which is false, fictitious, or not current with respect to name, address, place of employment, or other appropriate items. You hereby waive your right to notice by certified or registered mail before such actions constitute prima facie evidence of intent to commit theft.

Your Signature

Date

Collision Damage Waiver (CDW)

_____ By initialing here, you agree to purchase our CDW. CDW does not cover all instances of damage to the Vehicle. There are exclusions. Subject to the terms of Paragraph 5 of the Terms and Conditions, your responsibility for damage to the Vehicle is limited to \$ **1,000**.

_____ By initialing here, you decline to purchase our CDW, and you agree to be responsible for all damage to, or loss or theft of, the Vehicle.

PERSONAL ACCIDENT INSURANCE (PAI)/ PERSONAL EFFECTS COVERAGE (PEC)

_____ By initialing here, you agree to purchase PAI and PEC, a summary of the terms of which appears in a separate brochure that you acknowledge receiving.

_____ By initialing here, you decline to purchase PAI and PEC.

Supplemental Liability Insurance (SLI)

_____ By initialing here, you agree to purchase SLI and you acknowledge receiving a separate brochure that summarizes the terms of the SLI policy. SLI does not cover all risks. There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist coverage, no coverage for certain passengers in the Vehicle, and other exclusions. Please read the SLI brochure carefully.

_____ By initialing here, you decline to purchase SLI. You agree to be responsible for, and you agree that your personal auto insurance coverage is primary for, any damage or injury you cause to others or their property.

- Authorized To Drive In (strike any that do not apply)
- _____ mile radius of the renting location, or;
 - _____ within the State where the Vehicle is rented, or;
 - _____

By signing below, you: agree to the terms and conditions of the Rental Agreement, document jacket, vehicle inspection report, and any addenda (the "Agreement"), and acknowledge that you had an opportunity to read the Agreement before signing; and authorize us to: process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; release your billing/rental information to third parties for billing/processing and other legitimate purposes; and call or text you at the number(s) you provided.

X _____
Your Signature

Remarks:

RENTAL AGREEMENT TERMS AND CONDITIONS ("Terms and Conditions")

IMPORTANT: PLEASE READ THIS CONTRACT CAREFULLY. THE TERMS BELOW INCLUDE A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN PARAGRAPH 21, WHICH MEANS THAT YOU AND CONNECT AUTO RENTAL, AGREE TO WAIVE THE RIGHT TO GO TO COURT, AND INSTEAD, DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. ARBITRATION MEANS THERE WILL BE A PRIVATE, FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BEFORE A JUDGE OR JURY.

BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL THE TERMS OF THIS AGREEMENT.

1. Definitions.

"Agreement" means all terms and conditions found in the document labeled, "Rental Agreement," the vehicle inspection form, these Terms and Conditions, any addenda, and any additional documents you sign or we provide at the time of rental or at the return of the Vehicle.

"Charges" means the fees and charges incurred under this Agreement, including the amounts specified on the Rental Agreement. All amounts expressed under this Agreement are payable in U.S. dollars.

"CDW" means Collision Damage Waiver.

"Collision Damage" means damage to, or loss of, the Vehicle caused by collision or upset. Collision Damage does not include damage to tires, wheels or windshields; comprehensive damage such as damage to or loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire; or other comprehensive loss not caused by collision or upset.

"Diminished Value" means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf.

"Includes" or **"Including"** means "including (or includes), but not limited to," "including (or includes) without limitation," and similar constructions.

"Loss of Use" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during the Rental Period, including use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees.

"Optional Accessories" means optional accessories and equipment that we may offer for rent at an additional charge, including child passenger restraint systems, portable navigational systems, mobile devices, and ski racks.

"Rental Period" means the period between the time that you take possession of the Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us.

"Toll" means a toll charge assessed by a charging authority for use of a toll lane.

"TWWD" means Tire, Wheel, and Windshield Damage Waiver.

"Vehicle" means the automobile or truck identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents.

"Vehicle License Fee," "Vehicle Licensing," "Vehicle License Prop Tax," "Vehicle License Cost Recovery

Fee, or **“Motor Vehicle Tax”** means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

“Violation” means a parking citation, photo enforcement fee, a fine for toll evasion, and other fines, fees, and penalties, including storage liens and charges.

“We,” “our,” or **“us”** means the independent U-Save franchisee named on the Rental Agreement.

“You” or **“your”** means the person identified as the renter on the Rental Agreement, each person signing this Agreement, and each Authorized Driver. All persons referred to as **“you”** or **“your”** are jointly and severally bound by this Agreement.

2. **Nature of Contract.** This Agreement is a contract for rental of the Vehicle offered to you, and is a transfer of possession and use of the Vehicle only. You agree that you are not our agent for any purposes, and that you may not assign or transfer your obligations or sublease the Vehicle. By taking possession of the Vehicle, you agree to be bound by the terms and conditions of this Agreement.

3. **Term.** This Agreement begins on the date and time that you take possession of the Vehicle as stated on the **Rental Agreement**, and remains in full force and effect until the end of the Rental Period.

4. **Inspection; Condition and Return of Vehicle; Repossession; No Warranties.**

(a) You agree that you are renting the Vehicle “As Is,” that you had an opportunity to inspect it before leaving the premises, and that it is in good condition except as otherwise specified in the vehicle inspection form. We have also documented the Vehicle’s condition through digital photographs with metadata information contained within the images’ EXIF information. Service to the Vehicle or replacement of parts or accessories during the Rental Period must have our prior written approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented unless you purchase a prepaid fuel option.

(b) You must return the Vehicle to our rental office or other location we specify, on the date and time noted in this Agreement (or sooner upon our demand) (“Due-In Date”) and in the same condition that you received it except for ordinary wear. To extend the Rental Period, you must first obtain our approval by contacting our rental office before the due-in date. In case of a rental extension, this contract will be valid until the extension ends or the VEHICLE is returned, **whichever is later. A new contract will not be sent. This contract will be valid as per applicable laws.** If the Vehicle is returned after closing hours, you remain responsible for all loss of or damage to the Vehicle until we inspect it upon our next opening for business (regardless of when such loss or damage occurred), and Charges may continue to accrue until that time. **If you do not extend or inform us of your desire to extend the rental, and you do not return the Vehicle on the Due-In Date, we will report the Vehicle as stolen or embezzled to appropriate authorities and credit reporting agencies in accordance with applicable law.**

(c) **To the fullest extent permitted by law: (a) you waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement; (b) we may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement; and (c) we make no warranties, express, implied or apparent, regarding the Vehicle or optional equipment that we rent to you for use in the Vehicle, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.**

5. **Charges.** You must pay us at or before conclusion of this rental or on demand all Charges, including:

a) Daily charges at the daily rate stated on the Rental Agreement for each day or partial day of the rental. The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins,

b) Charges for optional services, products or Optional Accessories that you select, if any.

- c) Applicable taxes, fees, and surcharges. You will pay certain taxes, including sales, use, rental, environmental and excise taxes; customer facility fees; concession recovery fees; vehicle license recovery fees; tax-related surcharges; and other similar fees and charges imposed by local, state, federal, or other authorities.
- d) Applicable Mileage Fees. You will have a maximum mileage driving distance allowed per 24-hour day, per reservation, as specified on the Rental Agreement. If you exceed the applicable maximum miles, you agree to pay an "excess mileage" fee in the per-mile amount specified on the Rental Agreement for each additional mile.
- e) The daily rental fee rent plus an additional late fee, beginning the second day that the car is late.
- f) Tolls and Violations and related fees, charges, and taxes as further described in Paragraph 13 below.
- g) All expenses we incur related to your failure to return the Vehicle, including costs of locating and recovering the Vehicle.
- h) A refueling fee at the rate shown on the Rental CONTRACT Summary if the Vehicle is not returned with at least the same amount of fuel as when rented.. The difference in fuel level between the amount of gas the Vehicle was picked up to the Renter and the gas level with which the Vehicle was returned will be rounded to the nearest 1/8th of a tank. You will not receive a refund or credit if the Vehicle is returned with more fuel than when the Renter received it. The fuel charge is not a retail sale of fuel.
- i) An underage or young driver fee for renters between 21 and 24 years of age at the time of rental or a senior driver fee for renters between 81 and 84 years of age at a rate of \$27.00 per day of rental.
- j) If you return the Vehicle to, or abandon the Vehicle at, a location other than return location identified on the Rental Agreement, a "Vehicle Return Fee" or "Drop Fee" plus any reasonable costs associated with returning the Vehicle to our rental office.
- k) A reasonable fee as noted on the Rental Agreement if you drive the Vehicle outside the geographic area noted on the Rental Agreement. In addition, you may be subject to an additional "search and location fee" if you take the Vehicle to Mexico or Canada or if you have it transported by boat, train, or plane.
- l) A reasonable fee for cleaning the Vehicle's interior or exterior for what we determine in our sole discretion are excessive stains, trash, dirt, soilage, odors, or pet hair or evidence of smoking or vaping any substance after the Vehicle is returned.
- m) 1.5% interest per month, or the maximum amount allowed by law, for amounts 14 days past due.
- n) All costs incurred to collect unpaid monies due,
- o) \$25 or the maximum amount allowed by law, whichever is less, for Renter's payments that are stopped, rejected for non-sufficient funds, or any other reason,
- p) A fee to recharge an Electric Vehicle (Battery Electric or Plug In Hybrid Electric) ("EV") if the EV is returned with less charge than when rented.
- q) We may charge a fee to cover the cost to us for replacement if you do not return all of the keys, key cards, or key fobs to the Vehicle that you received at the beginning of the rental.
- r) You must return all EV equipment provide with the Vehicle, including charging equipment, keys, key fobs, key cards, and/or remotes. You will be charged the full replacement cost for any EV equipment that is not returned with the EV.
- s) Additional driver fees as noted on the Rental Agreement (to the extent permitted by law)

6. Payment Reserve/Deposit. In addition to the fees listed in Paragraph 5, you agree to pay a deposit in the amount specified on the Rental Agreement at the time you sign the Agreement. If you use a payment card, including credit card, debit card, or a digital wallet or mobile payment application linked to your payment card, you understand that the card issuer may set aside or reserve the estimated total charges for the rental plus a reasonable additional amount. We may use the reserve/deposit to pay all Charges. We will authorize the release of any excess reserve after the standard charges have been billed and the Vehicle has been returned to us according to this Agreement. We do not control payment card issuers, so we cannot guarantee the immediate availability of funds once we have released them. You authorize us to take one or more incremental authorizations and/or deposits if you incur additional Charges during the Rental Period.

7. Payment; Currency Conversion; Errors/Adjustments. You agree that you are responsible for all Charges. If we are directed to bill any Charges to a third party, such as an employer or insurer, you represent that you are authorized to do so by the third party. You are jointly and severally liable with any third party to whom the billing is directed. We may perform a credit check on your method of payment to ensure worthiness before releasing the Vehicle. If we perform a credit check on your payment card, you may also be asked to present a second form of current identification. If you use a payment card issued by a bank or financial institution outside of the U.S., we will charge your payment card in US dollars. The full amount of your Charges will be converted to the card account's billing currency by us unless you have instructed us not to convert the currency or submitted a written request in advance to have your card issuer perform the currency conversion. Our conversion will be based on a rate published by Reuters and will incorporate a processing charge no higher than 3% applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure. **All Charges are subject to a final audit. If errors are found or additional Charges are incurred (including Tolls, Violations, and other Charges that haven't been assessed or calculated at the end of the Rental Period), you authorize us to correct or adjust the Charges with your payment card issuer.**

8. Authorized Drivers; Motor Vehicle Record and Insurance Score.

(a) Authorized Driver. You understand that for purposes of this Agreement, "Authorized Driver" means: (a) the renter; (b) additional drivers listed by us in this Agreement; and (c) any person specifically authorized to drive the Vehicle under applicable motor vehicle rental law. Each Authorized Driver must possess a valid driver's license and be at least age 21, and you represent that you and any Authorized Drivers are each a capable and validly licensed driver. **You and other "Authorized Drivers" are the only persons who are permitted to operate the Vehicle.**

(b) Representations. You represent that the license you provided is valid, and that it is not modified, suspended, revoked, or restricted. Digital and temporary licenses are not acceptable for purposes of the rental. You acknowledge that we may use a device or application to scan your license for purposes such as verifying its authenticity, confirming your identity

(c) Motor Vehicle Record and Insurance Score. You understand that we have, or may establish, minimum driving history standards to be eligible to rent our vehicles. You authorize us to verify and/or obtain through credit reporting agencies, motor vehicle authorities and agencies, insurance companies, or any other sources information about your driving, credit and/or insurance records and scores.

9. Insurance; Indemnification

(a) Insurance. You are responsible for all damage or loss you cause to yourself and others. You agree that it is your responsibility to know and understand what insurance coverage you have or elect to purchase for this rental. You agree to maintain automobile insurance during the term of this rental agreement which provides to the owner, to us, and to you, the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM"/"UIM") coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Any insurance we are required to provide (the "Policy") applies only to claims of accidental BI and PD resulting from the use of the Vehicle, and is secondary to any other valid and collectible insurance (whether primary, secondary, excess or contingent) up to the minimum limits required by law. The Policy does not cover injury to you. **You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage to the fullest extent permitted by law. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by law.** You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of

any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy may be void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

(b) **Indemnification.** **To the fullest extent permitted by law, you agree to defend, indemnify and hold us harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by us in any manner resulting from, in connection with, or arising out of this Agreement, the rental transaction, or from the use of Vehicle by any person (including claims made by, or liabilities to, third parties).**

10. **Responsibility for Damage to or Loss of the Vehicle; Assignment of Benefits.**

(a) **Responsibility for Damage to or Loss of the Vehicle; Reporting Accidents/Incidents.** You are responsible for all damage to, loss of, or theft of the Vehicle during the Rental Period, including damage caused by collision, weather, terrain conditions, acts of God, and vandalism. Your responsibility includes: (i) all damage to the Vehicle measured as follows: (A) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (B) if we determine that the Vehicle is repairable: (x) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (y) the reasonable estimated retail value or actual cost of repair plus Diminished Value (which, subject to state law and policy terms and conditions, is measured by calculating the actual cash value of the Vehicle just prior to damage less the value of the Vehicle after repair); (ii) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use is payable regardless of fleet utilization; (iv) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (v) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (vi) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. **You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them; failure to do so violates this Agreement and automatically terminates your rental (and may void all liability and other insurance coverage to the extent permitted by law).**

(b) **Assignment of Benefits.** If your responsibility for damage or loss is covered by any insurance, credit card benefit, travel insurance, or other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and to share any necessary information you have given to us in connection with this Agreement, and you authorize the benefit provider to handle and resolve the claim directly with us or our authorized representatives. You agree to cooperate with any request we may make for coverage under any such third-party benefits or insurance. In addition, you assign your benefits directly to us to recover all damages. You will remain primarily responsible and liable to pay us for any loss or damage, as provided in this Agreement, except payment we receive from the coverage provider. To the extent we recover any benefits from a third party that exceed the amount you owe us, we will set off or refund such overage, less our costs, including attorneys' fees and interests.

11. **Collision Damage Waiver.** If we offer, and you purchase, CDW, we agree to waive our right to collect from you for all or a portion of Collision Damage as noted on the Rental Agreement. If we offer, and you purchase, TWWD, we agree to waive our right to collect from you for tire, wheel and windshield damage to the Vehicle. **CDW and TWWD are not insurance, are optional, and may duplicate coverage under your own insurance policy or credit card. CDW and TWWD do not apply to Optional Equipment. If you use the Vehicle for a Prohibited Use described in Paragraph 12 of this Agreement, any CDW or TWWD purchased by you will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle. In addition, CDW or TWWD may be invalidated if the Vehicle is stolen and you fail to return the Vehicle keys or ignition devices that we gave you at the start of the rental. Notwithstanding the purchase or other availability of CDW, TWWD, or any other coverage that you may have, you agree to cooperate with us or our assignees in the investigation of any damage incident or claim of any size.**

Failure to do so may invalidate optional protection that you purchase, including CDW and TWWD.

12. **Conditions of Use and Prohibited Uses of the Vehicle.**

(a) Conditions of Use. During the Rental Period:

- i. If you leave the Vehicle unattended, you must close and lock all windows, doors, and trunks, and the Vehicle must be parked in a secure location where you are permitted to park.
- ii. You agree to use only fuel that meets the manufacturer's specifications and regularly monitor oil and water levels, tire pressure, and any other basic systems of the Vehicle.
- iii. Only the person or persons identified and accepted as Authorized Drivers by us are permitted to drive the Vehicle.
- iv. You agree to comply with all laws applicable to your use of the Vehicle.

(b) Prohibited Uses. Certain uses of the Vehicle and other actions by you or another driver or a passenger are prohibited ("**Prohibited Use**"). Prohibited Uses are material breaches of this Agreement and include the following:

- i. **Use of the Vehicle to:**
 - a. **Transport passengers or cargo for hire;**
 - b. **Push or tow another Vehicle or any other object;**
 - c. **Transport cargo for any unlawful purpose;**
 - d. **Transport more persons than the Vehicle has seatbelts or to transport children without approved child passenger restraint systems as required by law (and installed by you);**
 - e. **Transport hazardous or dangerous materials;**
 - f. **In furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation);**
 - g. **Outside of the continental United States;**
 - h. **On unpaved roads, beaches, or other surfaces that are likely to cause damage to the Vehicle;**
 - i. **To transport an animal (other than a service animal);**
 - j. **When it is reasonable to know that further operation would damage the Vehicle; and**
 - k. **In connection with a willful, wanton, or reckless act.**
- ii. **Operating the Vehicle outside the continental United States or other geographic area specified on the Rental Agreement;**
- iii. **Swapping the Vehicle's parts with the parts of another vehicle;**
- iv. **Use by any person:**
 - a. **Who is not an Authorized Driver;**
 - b. **Who does not have a valid driver's license;**
 - c. **Whose driver's license is suspended;**
 - d. **Who is under the influence of prescription or non-prescription drugs or alcohol;**
 - e. **Who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent, or misleading information;**
 - f. **Who is operating the Vehicle while using a hand-held wireless communications device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in hands-free mode;**
 - g. **Who is smoking or vaping any substance.**

PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, AUTOMATICALLY TERMINATES YOUR RENTAL, AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE FULLEST EXTENT PERMITTED BY LAW).

If you continue to use, store, or operate the Vehicle after the right to do so is terminated, we have the right to notify the police that the Vehicle has been stolen or converted to the fullest extent permitted by law.

13. Tolls and Violations. You are liable for all Tolls and Violations assessed against you, us or the Vehicle during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm ("**Processor**") may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the Vehicle during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. In addition, we may offer a toll service for an additional charge as described on the Rental Agreement or in a separate addendum. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement. **Certain toll roads do not accept cash.** To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.

14. Roadside Assistance. If we offer, and you purchase, Roadside Assistance, we will provide a brochure summarizing the terms. If we do not offer, or you do not purchase, Roadside Assistance, you will be responsible for all roadside assistance that is provided to you, including towing, tire repairs, fuel delivery, and lockout/locksmith services, among others.

15. Personal Property. We are not responsible for loss or theft of or damage to personal property that was left with us or carried in or on the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose. To the extent permitted by law, You waive all claims against us, our agents and employees for loss or theft of or damage to the personal property of you or another person, which we received, handled, or stored, or which was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility..

16. Collection and Use of Vehicle Data.

(a) Collection of Vehicle Data. The Vehicle may be equipped with technology used to collect, track and transmit data. This technology may include Global Positioning Systems (GPS), trackers, data recorders, OnStar, Embrace, or any other similar telematic devices and technology (collectively, "Telematics Systems"). **Your use of this Vehicle may be remotely monitored by us or on behalf of us through Telematics Systems in accordance with our privacy policy and to the extent permitted by law.** To the fullest extent permitted by law, remote monitoring may include the collection of Vehicle data, including: (a) location information, (b) collision information, (c) vehicle condition and operation information, such as vehicle operational condition, mileage, fuel level and status, tire pressure, and other diagnostics and performance information.

(b) Use of Vehicle Data. You agree that, once collected, the Vehicle data may be combined with other information that you have provided to us and used to generate safety, performance, and other similar information so that we can deliver better services, protect our rights and the rights of third parties, respond to requests of law enforcement, and comply with requests from law enforcement. For example, we may use Vehicle data to: (i) provide roadside assistances and other services to you, including remote locking/unlocking of the Vehicle;(ii) manage your rental; (iii) assist in the recovery of overdue, lost or stolen vehicles; (iv) assist in the handling of damage or liability claims; and (v) develop new products and services and enhance our existing products and services. You understand that the Vehicle may transmit data collected by Telematics Systems to us, our third-party providers, and/or the Vehicle's manufacturer, and that the Vehicle data may be stored after the expiration of your rental agreement. You agree to inform any

and all drivers and passengers of the Vehicle of the terms of this paragraph 16. We are not responsible for the operability of any Telematics System included with the Vehicle.

(c) Third-Party Telematics System Equipment. If your Vehicle has active Telematics System equipment, you understand that your use of the Vehicle is subject to the third-party Telematics System operator's terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about you and the Vehicle. If the Vehicle does not have an active Telematics System, you agree not to activate it. **If you do activate a service in violation of this Agreement, you will be responsible for all subscription fees.**

17. **Your Use of Vehicle's Navigation and Infotainment Systems.** If you pair or connect a device to the Vehicle's navigation or infotainment system, personal information may be transferred and stored on these systems. We cannot guarantee the privacy or confidentiality of such information. It is your responsibility to delete all personal information from these systems before returning the Vehicle to us.

18. **Privacy.** The information that you provided to us in connection with this rental and any Vehicle data collected from your use of the Vehicle will be stored and used in accordance with our Privacy Policy, which is published and available at www.connectautorental.com which may be modified and amended from time to time.

19. **Electronic Communications and Consent; Transactional Emails and Texts; Electronic Signatures.**

(a) Electronic Communications Generally. To the fullest extent permitted by law, we may provide this Agreement and any notices or other communications (including by e-mail) regarding this Agreement, reservations, or rental of Vehicles ("**Communications**") to you electronically, and you agree to receive Communications from us in an electronic form. We may deliver Electronic Communications to the email address that you provide to us when entering into this Agreement or otherwise. All Communications in either electronic or paper format will be considered to be in "writing." All Communications will be considered to have been received no later than five (5) business days after dissemination, whether or not you have received or retrieved the Communications. Although we reserve the right to provide Communications in paper format to you at the postal address you provide to us, you expressly agree that any notice or other Communications due under this Agreement may be given in email form to the email address that you provide to us. Your consent to receive Communications electronically is valid until you revoke your consent.

(b) Texting & Calling. By executing this Agreement, you consent to us and/or our representatives contacting you at the phone number(s) provided in connection with this Agreement for the purpose of delivering informational or transactional outreach, including customer surveys, via live, pre-recorded, or autodialed calls or texts. Your consent to receiving these calls or texts is not a condition of this Agreement or any other agreement with us.

(c) Electronic Signatures. You sign this Agreement electronically. You understand and agree that electronic signatures have the same force and effect as physical or manual signatures, otherwise known as wet signatures

20. Electric Vehicle Terms. The terms in this Paragraph 20 apply to the rental of an electric vehicle ("**EV**"). An EV is defined as a vehicle that exclusively uses battery power rather than gasoline or diesel fuel.

(a) Software Updates. Your EV may contain onboard computers which periodically suggest software updates. **YOU ARE NOT AUTHORIZED TO UPDATE THE IN-VEHICLE SOFTWARE UNLESS WE SPECIFICALLY REQUEST THAT YOU DO SO.** If a software update prompt is received during your rental, disregard or press "cancel". If you update software without our authorization, you do so at your risk and you will be liable for any loss of use, interruption of service, incompatibility or expense that we incur in restoring the EV to operation including, towing, software coding and technological expenses

(b) Battery Life and Charging the EV. You understand that the battery life of the EV is impacted by a number of factors including weather, driving and road conditions, and we cannot guarantee the range of

your EV. You must return the EV with at least the same amount of battery charge/range as when rented. If not, we may assess a recharging fee as noted on the Face Page. You may recharge the EV at public or private charging locations at your own cost. You may have to register at some of these locations, and you will be responsible for any registration requirements (such as accepting terms and conditions and privacy policy) and all fees. You can locate charging stations through the vehicle's navigation system, if equipped. **You will be liable for the cost of any tow if the EV is not drivable due to a low battery. You are not authorized to call a private tow or otherwise make arrangements to tow the EV on our behalf.**

(c) Equipment. You must return all EV equipment provided with your EV (including, charging equipment, keys, key cards, fobs and/or remotes) in the same condition as when rented when you return the Vehicle. You will be charged for the full replacement cost of any missing EV equipment and the cost to repair (up to the full replacement cost) for any damaged EV equipment.

(d) Additional Information. For additional information about the EV, including information on range, charging, performance, and driving tips, visit www.connectautorental.com.

21. Arbitration. Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including in an individual arbitration proceeding or in a small claims court proceeding), you and we agree that each shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If we intend to assert a claim against you, we will send written notice of the claim to you at your address appearing in our records. The parties may, but are under no obligation to, engage in privileged settlement negotiations during this 30-day period. **NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).** Dispute Resolution: (Not applicable if mandatory arbitration is prohibited by applicable law.) **Except as otherwise provided below, if a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and us arising out of, relating to or in connection with your rental of a vehicle from us and this Agreement must be exclusively adjudicated by binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules for commercial arbitration.** There is an impartial arbitrator but no judge or jury in arbitration. **BOTH PARTIES WAIVE THE RIGHT TO JURY TRIAL.** Arbitration procedures generally are simpler and more limited than rules applicable in court and review by a court is limited.

YOU AND WE AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATION PROCEEDING. If the class action waiver in the prior sentence is deemed invalid or unenforceable, neither you nor we are entitled to pursue dispute resolution by binding arbitration. If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), if (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. the parties agree that if we seek to delete or materially modify the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) of which you have already provided notice to us. Information on AAA, its rules, and procedures, and how to file an arbitration claim can be found by contacting AAA at 800-778-7879 or on its website at <http://www.adr.org>. Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding bodily injury and/or damage to or loss of a vehicle related to your rental with us, are exempt from the foregoing dispute resolution provision.

22. No Consequential, Incidental, or Special Damages. You waive any claim against us for incidental, special, or consequential damages in connection with the rental. If a court finds that we have breached this Agreement, your damages will not exceed the actual charges and fees paid by you to us under this Agreement.

23. Headings. Paragraph headings used in this CONTRACT are for reference only and shall not be used or relied upon in the interpretation of this CONTRACT.

24. Waiver. Our failure to exercise or enforce any of our rights under this Agreement does not act as a waiver of subsequent breaches, and the waiver of any breach does not act as a waiver of subsequent breaches. Our acceptance of payment with knowledge of a default by you does not constitute a waiver of any breach.

25. Severability. If any provision of this Agreement is held or construed to be invalid by any court having jurisdiction over disputes related to this Agreement, that provision will, if reasonable to do so, be restated to reflect as nearly as possible the original intentions of the Parties in accordance with the law. If not reasonable to do so, that provision will be deemed to be excluded from this Agreement. In either case, all other provisions of this Agreement will remain in full force and effect.

26. Governing Law. This Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the jurisdiction in which the rental begins, without reference to conflicts of law principles.

27. Customers with Disabilities. Questions and request regarding customers with disabilities should be sent to CONNECT AUTO RENTAL. PO BOX 429 WALNUT RIDGE, AR 72401.

28. Modifications; Entire Agreement. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void

THE CONTRACT. RENTER agrees by RENTER's signature on the touchpoint used to execute the Car Rental CONTRACT that RENTER has read, understands, is aware of, and accepts full responsibility and accepts to bind itself by the Terms and Conditions contained in this Car Rental CONTRACT Jacket and to the Car Rental Summary ("SUMMARY") shown on the touchpoint and executed by RENTER. RENTER could also execute this CONTRACT by Renter's signature on the SUMMARY, or by clicking the "I Accept" button at a rental kiosk, or via an internet rental, or via online check-in page. Both, the SUMMARY and the Car Rental CONTRACT Jacket are to be collectively considered the "CONTRACT" or "CONTRACT", understanding THE PARTIES that the CONTRACT applies whether or not any subsequent agreements and/or extensions are executed by RENTER and OWNER, or if OWNER assigns a new CONTRACT or CONTRACT number during the RENTAL PERIOD for the purpose of extending, novating, modifying, or invoicing RENTER. By terms of this CONTRACT, OWNER rents to RENTER and RENTER rents from OWNER the VEHICLE and all its equipment, tools, tires, accessories, keys, and documents.

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