



## SPRINTER VAN RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), between 314Vans, LLC, an Arizona limited liability company ("Company") and Renter. The term "Renter" includes the Primary Renter (defined and identified below) and all Renter signatories. Company and Renter are individually referred to herein as "Party" and collectively referred to herein as the "Parties".

For Primary Renter to Fill In (25+)	
Print: _____	Address: _____
Sign: _____	City, State ZIP: _____
Phone #: _____	Date of Birth: _____
License State: _____	License #: _____
Credit Card#: _____	Initials: _____
Expiration Date: _____	

For Company to Fill In	
Date: _____	Vehicle #: _____
Rental Term Start: _____	Rental Fee \$ _____
Rental Term End: _____	Agent: _____

**1. Primary Renter and Renter Obligations.** Primary Renter represents and warrants that he/she is at least 25 years old. The individuals comprising Renter agree to jointly and severally be responsible, financially, and otherwise, for all of Renter's obligations under this Agreement. An "Authorized Driver" is an individual who signs this Agreement as Renter, is at least 25 years old, holds a valid driver's license, and who has provided satisfactory proof of insurance to Company under Section 2. Only Authorized Drivers may drive the vehicle identified above ("Vehicle"), and which is subject to this Agreement.

**2. Insurance.** Company does not sell insurance. Renter agrees to provide to Company, satisfactory proof of in-force liability, collision, and comprehensive automobile insurance that covers Renter, Company, and the Vehicle in amounts that meet or exceed requirements under Arizona law, and to maintain said insurance during the entirety of Renter's use of the Vehicle ("Renter's Insurance"). Company reserves the right, prior to, during, and after the Rental Term, to verify the Renter's Insurance. While Company shall maintain liability insurance that meets or exceeds the limits required under Arizona law, Renter's Insurance shall be the primary insurance for any insured-against damages or other injury arising from or related to this Agreement. *Primary Renter, on behalf of Renter, hereby acknowledges Company does not extend any of its motor vehicle financial responsibility or provide public liability insurance coverage to the Renter, Authorized Drivers, or any other driver of the Vehicle.*

Primary Renter's initials: \_\_\_\_\_

### **3. Use Limitations.**

**A. Fuel Type.** The Vehicle must be fueled with **DIESEL FUEL ONLY**. Filling the Vehicle with non-diesel gasoline could result in serious damage to the Vehicle.

**B. Mileage.** Renter's use of the Vehicle during the Rental Term is limited to two hundred and fifty (250) miles of driving per calendar day. **For every mile, rounded up, Renter drives the Vehicle beyond this limit, shall pay Company an additional two dollars (\$2) per mile.**

**C. Clearances.** Renter is responsible for knowing the height, length, and width clearance of the Vehicle before driving it. Do not drive Vehicle through drive thrus. **The dimensions of the vehicle are as follows: (i) height: ~10', (ii) length: ~23', and (iii) width: ~8'.**

**D. Smoke Free.** Renter may not smoke any substance, whether legal or not, in the Vehicle. If the Vehicle is returned with evidence of smoking (i.e., cigarette butts, smell, ash, burning evidence, or tobacco remnants) a \$500 charge will be assessed to Renter.

**E. No Sublease.** Renter agrees not to sublease, rent, or otherwise convey any interest in the Vehicle to anyone.

**F. Toll and Parking Violations.** When passing through toll roads, Renter shall pay the applicable toll. If Renter fails to do so, Company will be fined by the governing authority for uncompensated use of the toll road, and Company will charge Renter the toll violation or set fee plus a \$25 administrative fee per violation. The same policy applies to parking violations.

**G. Accidents.** **Renter will immediately report any accidents or damage to the Vehicle to Company** and shall deliver to the Company any document received by the Renter relating to any claim, suit, or proceeding connected with any accident or event involving the Vehicle.

**H. Prohibited Actions.** Renter agrees to comply with all applicable motor vehicle laws. Vehicle shall not be used for any of the following purposes or under any of the following conditions: (i) to propel or tow any vehicle, trailer, or other object; (ii) in any race, test, or contest; (iii) in any video or film recording without permission from the appropriate party; (iv) for any illegal purpose or commission of a crime; (v) to carry persons other than in the passenger compartment of Vehicle or to carry more passengers than available seat belts; (vi) loading Vehicle beyond its rated cargo capacity of two thousand eight hundred (2,800) pounds; (vii) while under the influence of alcohol, illegal substances, intoxicants, medications, or physical impairment that would adversely affect the driver's ability to operate the Vehicle; (viii) intentionally causing damage to or loss of the Vehicle; (ix) **on non-paved roads (off-roading is prohibited)**; (x) in an unsafe, reckless, or grossly negligent manner; (xi) outside the United States without prior written consent of Company; (xii) in any area where there is not sufficient height clearance; or (xiii) if cargo is improperly loaded or secured; (xiv) by Renter for advertising purposes. If Renter engages in any of the foregoing prohibited actions, each of which constitutes a material breach of this Agreement, Company has the sole and absolute right to terminate Renter's rental reservation for the Vehicle with no refund of the Security Deposit (defined below) or Rental Fee (defined below).

### **4. Rental Deposit; Rental Fee; Cancellation Fee; Charge Authorization; Security Deposit.**

**A. Rental Deposit.** Renter agrees to pay to Company a rental deposit for the Vehicle in the amount of **\$500** at the time of booking (the "Rental Deposit"). The Rental Deposit is applied to the Rental Fee due hereunder.

**B. Rental Fee.** Renter agrees to pay to Company thirty percent (30%) of the Rental Fee (identified at the beginning of this Agreement), taking into consideration the Rental Deposit, at the time of booking ("First Payment"), and the remaining seventy percent (70%) of the Rental Fee at the time Renter picks up the Vehicle from Company ("Second Payment").

**C. Cancellation Fee.** If Renter cancels its reservation of the Vehicle within thirty (30) days of the beginning of the Rental Term, Renter shall forfeit its Rental Deposit and First Payment to Company as liquidated damages. Company and Renter acknowledge: (i) the amount of loss or damages Company is likely to incur due to Renter's cancellation is difficult to precisely estimate; (ii) the damages amount specified in this Section 4(C) bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by Company; (iii) but for the inclusion of this Section 4(C), Company and Renter would not have entered into this Agreement; and (iv) Company and Renter are sophisticated parties and negotiated this Agreement at arm's length. The Parties acknowledge that the monies payable under this Section 4(C) shall constitute liquidated damages, not penalties, and that the liquidated damages are in addition to all other rights of Company under this Agreement.

**D. Charge Authorization.** All payments due hereunder shall be made via major credit cards. Debit cards are not accepted. Renter authorizes Company to apply the Security Deposit (defined below) towards any damages and/or other fees due to Company hereunder, and if such damages and/or fees exceed the Security Deposit, Renter authorizes Company, without any additional authorization, to charge the

damages and/or other fees to Renter's credit card on file with Company. If any initiated charge to such card is dishonored for any reason, Renter authorizes Company to re-initiate such charge without further authorization. If Renter's credit card on file does not cover all monies due hereunder, Renter authorizes Company to bill Renter, charge a secondary credit card, or make arrangement for payments to cover the unpaid balance. All charges are due and payable within fifteen (15) days after the invoice date, unless Company has otherwise agreed in a signed writing. A service charge of 0.25% percent per week will be added to all past due accounts not paid within said fifteen (15) day period, in addition to a one-time fee of \$25. Any discount shown on the invoice will not be allowed if payment is not made in full within that fifteen (15) day period.

**E. Security Deposit.** Renter agrees to pay to Company a security deposit for the Vehicle in the amount of \$1,000 at the time of Vehicle pick-up (the "Security Deposit"). The Security Deposit authorization will be reversed if the Vehicle is returned in compliance with the terms of this Agreement. If the Vehicle is not returned in compliance with the terms of this Agreement, the applicable damage provisions of this Agreement will apply and Renter authorizes Company to apply the Security Deposit to cover said damages.

**5. Check Out/Check In.** Renter agrees that it will complete, or cause to have completed, a Company Check Out/Check In form for the Vehicle at (a) the time of Vehicle pickup from Company and before the Vehicle is driven by Renter, and (b) immediately upon the Vehicle's return to Company. Renter hereby authorizes one of the adult individuals comprising Renter to execute, on behalf of Renter, a Company Check Out/Check In form for the Vehicle on behalf of Renter, and Renter hereby ratifies and confirms said execution. Renter shall be fully responsible for any and all Vehicle damages (interior and exterior), that are not clearly denoted on the Check Out/Check In form prior to Renter driving the Vehicle.

**6. Damages.** Renter accepts responsibility for damage to, loss, modification, or theft of Vehicle or any part or accessory thereto regardless of fault or negligence of Renter, any other person, or Act of God to the maximum extent permitted by Arizona law. If the Vehicle is returned with damages, Company will gather documentation (*i.e.*, pictures, Check Out/Check In forms submitted by the previous renter when the Vehicle was checked out, Check Out/Check In forms received when the Vehicle was checked back in by Company's trained representatives, repair estimates, etc.) and Primary Renter will be timely notified of the damages. Notice to Primary Renter constitutes notice to all Renters, and Primary Renter hereby assumes the obligation to timely inform all other individuals constituting the Renter of Company's correspondence. In addition to all costs of repairing or replacing a Vehicle, Renter also agrees to pay Company \$500/day as lost profit damages for each day the Vehicle is out of service due to damage caused to the Vehicle during the Rental Term. Renter agrees to pay Company the cost of Original Equipment Manufacturer (OEM) parts and labor, the latter of which shall be charged at the actual cost, not to exceed \$150/hour. Renter will pay Company an administrative fee ("Occurrence Fee") for each reported occurrence of damage to the Vehicle, regardless of who is responsible for the damage or accident. If the total amount owed to Company, including but not limited to repair of the damage, downtime, transfer fees, impound fees and other related charges, is equal or less than \$500.00, the Occurrence Fee will be of \$75.00. If the total amount owed to Company is above \$500.00 but equal to or less than \$2,000.00, the Occurrence Fee will be \$150.00. If the total amount owed to Company is more than \$2,000.00 but equal to or less than

\$10,000.00, the Occurrence Fee will be of \$375.00. If the total amount owed to Company is above \$10,000.00, the Occurrence Fee will be of \$975.00.

**7. Windshield Coverage.** At Vehicle check-out, Company will charge Renter a one-time \$50 fee per reservation to cover any damage to the Vehicle's windshield during the Rental Term. **Renter may decline this windshield protection by signing here:** \_\_\_\_\_, in which case Renter will be 100% liable for any windshield-related damage during the Rental Term.

**8. No Self-Help Repairs.** Renter will not authorize or attempt any repair(s) to the Vehicle without Company's prior written permission. Renter is fully responsible and liable for any unauthorized repair(s) and any damage caused thereby.

**9. Miscellaneous Fees.** If the Vehicle needs to be recovered, rescued, or otherwise brought back to the Company's rental office by Company or a third-party service, Renter agrees to pay for any costs associated with accomplishing this, including, but not limited to, a minimum \$1000 retrieval fee; \$150/hour labor fee; and actual towing, storage, impound, fuel, and oil costs.

**10. Return.**

**A. No Refund for Early Return.** Company does not provide refunds for early return of the Vehicle. If mechanical failure occurs, extra time will be added to the Rental Term (time permitting) or credit will be given for the days remaining in the Rental Term. Please call us immediately if the Vehicle is not working correctly: (480) 999-1881.

**B. Late Return Fees.** Renter will be charged a late fee according to the following schedule if

the Vehicle is returned after expiration of the Rental Term: (i) if return is overdue by less than 3 hours then Renter will pay an additional fee equal to 50% of the Vehicle's daily rental price under the Rental Fee; (ii) if return is overdue by 3 hours or more but less than 24 hours then Renter will pay an additional fee equal to 100% of the Vehicle's daily rental price under the Rental Fee; and (iii) if return is overdue by 24 hours or more, then Renter will pay an additional fee equal to 200% of the Vehicle's daily rental price under the Rental Fee for each day overdue (a partial day shall be rounded up to a full day). Further, if due to the unavailability of the Vehicle costs are incurred (*i.e.*, discount to a party that was to rent the Vehicle upon its return, costs to procure a replacement Vehicle, etc.), Renter will be responsible for such costs.

**C. Condition Upon Return.** Renter must return the Vehicle to Company's rental office before expiration of the Rental Term and in the same condition Renter received the Vehicle, with the exception of reasonable wear and tear. Vehicles returned with stains, trash, or abnormal amounts of dirt or sand will be assessed a \$75-150 cleaning fee depending on the extent of cleaning needed to restore the Vehicle to its pre-rental state.

**D. Refuel Charge.** Renter must return the Vehicle with a full tank of diesel fuel. If Renter fails to do so, Renter will be charged \$8.00/gallon to fill the tank. Renter may pre-pay \$125 at Vehicle check out in lieu of meeting its obligation to return the Vehicle with a full tank of fuel.

**11. Vehicle Rented AS IS/Warranty Exclusion.** Renter acknowledges the Vehicle is rented AS IS, Renter has had an adequate opportunity to inspect the Vehicle, it is Renter's responsibility to thoroughly inspect the Vehicle for any existing damage before commencement of the Rental Term, and that Renter received the Vehicle in good physical and mechanical condition. Company is not the Vehicle's manufacturer, and has not made, and does not make, any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, and/or suitability of the Vehicle. Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise. Renter agrees not to alter or tamper with the Vehicle. If Renter determines the Vehicle is unsafe, Renter shall stop operating the Vehicle immediately and notify Company.

**12. Assumption of Risk.** Renter acknowledges the activities for which the Vehicle is designed include inherent dangers, including the risk of bodily injury, dismemberment, or death. Renter hereby assumes the risk of any harm, accident or damage which may be done to or suffered by Renter, or any person who operates, is a passenger in, or uses the rented Vehicle or to the personal property of any of them arising out of the use of the Vehicle, including damage caused by any defects in the Vehicle or damage caused by the negligence of the Company. Renter hereby forever releases and waives any and all claims which may arise against the Company and its agents for injuries or damage which may be sustained, arising in any way out of the operation or use of the Vehicle during the Rental Term. It is the Renter's responsibility to remove all personal property from the Vehicle upon its return. Company shall not be responsible for any personal property of Renter or of others which may be lost or left on the Vehicle at the conclusion or at any point during the Rental Term. Renter assumes the risk of weather conditions, and Company will not refund Renter any amount based on such conditions.

**13. Release and Waiver of Claims.** Renter, and all those claiming through or on Renter's behalf, hereby release, acquit, relieve, and forever discharge Company and its owners, representatives, employees, independent contractors, attorneys, insurers, agents, parents, subsidiaries, successors, heirs, and assigns from, and covenant not to directly or indirectly sue for or otherwise assert against Company, in any forum, all claims, rights, actions, complaints, demands, causes of action, obligations, promises, contracts, agreements, controversies, suits, debts, expenses, damages, attorneys' fees, costs, and/or liabilities of any nature whatsoever, whether or not now known, suspected or claimed, matured or unmatured, existing or potential, fixed or contingent, which Renter had, now has, or may claim to have against Company (directly or indirectly) arising out of, or related to, this Agreement, including, but not limited to, the use or misuse of the Vehicle. The general releases given herein will remain in full force and effect notwithstanding the discovery of any additional claims, defenses, or facts relating thereto.

**14. Indemnification.** Renter agrees to, to the fullest extent permitted by law, protect, defend, indemnify, and hold Company harmless from and against all losses, claims, cause of action, expenses, liabilities, and costs (including attorneys' fees and legal expenses) arising in any way out of Renter's use, maintenance, and/or operation of the Vehicle during the Rental Term, regardless of who brings such claims.

**15. Miscellaneous.**

**A. Entirety.** This Agreement contains the entire agreement and understanding between Company and Renter and supersedes all prior representations, warranties, negotiations, and understandings, oral or written, concerning the subject matter hereof.

**B. Allocation of Risk.** The limitations and exclusions set forth in this Agreement have been the subject of active and complete negotiation between Company and Renter and represent their agreement as to the allocation of risk between them based upon the level of risk associated with their respective

obligations under this Agreement. But for such exclusions and limitations, Company and Renter would not have entered into this Agreement.

**C. Severability.** If any provision hereof is held to be void, voidable, or unenforceable, the remaining provisions will remain in full force and effect.

**D. Waiver; Amendment.** The acceptance of the Vehicle by Company upon return by the Renter shall not be deemed a waiver of any claim against the Renter for breach of this Agreement or any monies due. A waiver is only effective if in a signed writing by the party to be bound thereby. This Agreement may be amended only by a written agreement signed by the Party to be bound thereby.

**E. Choice of Law; Forum.** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of law or choice of law rules. All disputes arising hereunder shall be litigated in the Maricopa County Superior Court.

**F. Attorneys' Fee and Cost.** In any dispute arising out of or related to this Agreement, the prevailing party shall recover his/her/its reasonable attorneys' fees, costs, and expenses.

**16. Reducing the Risk of Rollover Crashes.** National Highway Traffic Safety Administration (NHTSA) research shows that the rollover risk of passenger vans increases dramatically as the number of occupants increases from fewer than 5 to more than 10. Company recommends that drivers insist all occupants wear safety belts at all times and that any driver be trained and experienced in operation of like vehicles. For more information about the how you can reduce the risk of Rollover Crashes please visit the NHTSA website.

**BY SIGNING BELOW, RENTER UNDERSTANDS THAT THIS DOCUMENT WILL BECOME A LEGALLY ENFORCEABLE AGREEMENT UNDER WHICH RENTER WILL BE GIVING UP RIGHTS AND CLAIMS RENTER MAY HAVE, INCLUDING UNDER THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND INDEMNIFICATION PROVISIONS. RENTER AGREES IT HAS READ, UNDERSTANDS, AND IS BOUND BY ALL TERMS AND CONDITIONS HEREIN WITHOUT RESERVATION OR EXCEPTION. RENTER AFFIRMS RENTER IS OF SOUND MIND AND NOT IMPAIRED IN ANY WAY AT THE TIME OF SIGNING.**

**RENTER:**

**PRINT** \_\_\_\_\_ **SIGN** \_\_\_\_\_ **DATE** \_\_\_\_\_

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