

VEHICLE RENTAL AGREEMENT INFORMATION PAGE

Renter Details

Customer Name: _____ Social Security #: _____
Customer Address: _____ Customer DOB: _____
Customer Telephone: _____ E-mail: _____
Driver's License #: _____ State: _____ Expiration Date: _____

Add'l Driver Name: _____ Social Security #: _____
Add'l Driver Address: _____ Add'l Driver DOB: _____
Add'l Driver Telephone: _____ E-mail: _____
Driver's License #: _____ State: _____ Expiration Date: _____

Customer's Insurance Company: _____
Insurance Company Address: _____ Agent Name: _____
Insurance Company Telephone: _____

Rental Details

Year: _____ Make: _____ Model: _____ Color: _____
VIN: _____ Tag #: _____
Date Out: _____ Date Due Back: _____
Mileage at Start: _____ Mileage on Return: _____
Gas Out: _____ Gas In: _____
Vehicle Damage (if any): _____

Total Number of Allowed Free Miles (per day): _____

Amount Paid Upfront

| | |
|-----------------------------------|----------|
| _____ days at \$ _____ per day | \$ _____ |
| Tax | \$ _____ |
| Deposit (non-refundable) | \$ _____ |
| Total Amount Paid | \$ _____ |

Amount Owed Upon Return

| | |
|--|----------|
| _____ excess miles at \$ _____ per mile | \$ _____ |
| Tax | \$ _____ |
| Gas Charge | \$ _____ |
| Total Amount Due | \$ _____ |

Renter's Collision Protection

_____ By initialing here, you agree to purchase Renter's Collision Protection from us. Our damage waiver does not cover all instances of damage to the vehicle. There are exclusions. Subject to the terms and conditions of the Vehicle Rental Terms & Conditions.

_____ By initialing here, you decline to purchase Renter's Collision Protection from us. You agree to be responsible for all damage to, or loss of, the vehicle.

By executing below, you agree to the Vehicle Rental Terms & Conditions attached hereto. Your signature below authorizes us to process the credit/debit card you provided to us in your name for all rental charges due.

Customer: _____ Date: _____
Add'l Driver: _____ Date: _____
Big Bend Vehicle Rentals, LLC Representative: _____ Date: _____

VEHICLE RENTAL AGREEMENT TERMS & CONDITIONS

These Vehicle Rental Agreement Terms & Conditions Vehicle govern the rental of a Vehicle by Renter from Company.

1. **DEFINITIONS.** "Rental Agreement" means these Terms & Conditions, as well as the Vehicle Rental Agreement Information Page found attached as the first page to these Terms & Conditions. "Effective Date" means the Date Out as listed under Rental Details on the Vehicle Rental Agreement Information Page. "Company" means Big Bend Vehicle Rentals, LLC, a Texas limited liability company, located at 99050 North U.S. Highway 67, Presidio, Texas 79845. "Renter" means the person identified as the Customer on the Vehicle Rental Agreement Information Page, any person identified as an Add'l Driver on the Vehicle Rental Agreement Information Page, and any person or organization to whom charges are billed by Company at its or the Renter's direction. All persons referred to as "Renter" are jointly and severally bound by the Rental Agreement. "Vehicle" means the automobile identified on the Vehicle Rental Agreement Information Page. "Authorized Driver" means the person identified as the Customer on the Vehicle Rental Agreement Information Page and any person identified as an Add'l Driver on the Vehicle Rental Agreement Information Page. "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset; it does not include comprehensive damage or loss, such as: loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood, or fire.

2. **RENTAL AGREEMENT.** Company hereby rents to Renter and Renter hereby rents from Company, upon the terms and conditions set forth herein, the Vehicle. Renter acknowledges that the Vehicle is of the size, design, and capacity, selected by Renter and that Renter is satisfied that the Vehicle is suitable for its purpose. Company and Renter agree that all parts and equipment, including tires, attached to or placed upon the Vehicle shall, at the time of attachment or placement upon the Vehicle, become part of the Vehicle.

3. **ACCEPTANCE OF VEHICLE.** Renter shall inspect the Vehicle at the time it is delivered to Renter. Renter's acceptance of the Vehicle shall constitute acknowledgement by Renter that the Vehicle is in good working condition and in compliance with any and all applicable statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, rule of law, order, writ, judgment, injunction, decree, stipulation, award, or determination (collectively, "Applicable Law") entered by or with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction (collectively, "Governmental Authority").

4. **OWNERSHIP.** The Vehicle is, and will at all times remain, the property of Company, and Renter will have no right, title or interest in such Vehicle except as expressly set forth in this Rental Agreement. Renter shall not create or permit any charge, lien, adverse claim or encumbrance on the Vehicle during the Term (as defined below) of this Rental Agreement. Renter shall

immediately advise Company of any notice of any claim, levy, lien or legal process issued against the Vehicle or to Renter on account of the Vehicle and Renter shall, at its expense, shall protect and defend Company's title and keep it free of all claims and liens except those of Renter hereunder and claims and liens created by or arising through Company.

5. **TERM.** The term ("Term") of this Rental Agreement shall commence on the Date Out as listed on the Vehicle Rental Agreement Information Page and shall terminate on the Date In as listed on the Vehicle Rental Agreement Information Page. Absent a breach of this Rental Agreement by Company, the obligations of Renter under this Rental Agreement shall remain binding until the natural expiration of the Term of this Rental Agreement or such time as Company and Renter mutually agree to amend the Term of this Rental Agreement.

6. **RENTAL PAYMENTS.** In consideration of Renter's right to possess and use the Vehicle, Renter shall pay Company the amounts described in the Vehicle Rental Agreement Information Page in advance on the Effective Date (the "Rental Payment"). In the event Renter does not return the Vehicle to Company on or before the end of the Term of the Rental Agreement, Renter authorizes Company to charge the debit or credit card on file for Renter the amount listed in the Vehicle Rental Agreement Information Page per extra day. In the event Renter returns the Vehicle prior to the end of the Term of the Rental Agreement, Renter is not entitled to a refund of any portion of the Rental Payment. Any deposit paid by Renter to Company may be used to pay any amounts owed to Company under this Rental Agreement.

7. **CARE AND OPERATION OF VEHICLE.** Renter shall use the Vehicle solely for recreational purposes of Renter and in compliance with all Applicable Laws, including, but not limited to, registration and/or licensing requirements. Only Authorized Drivers may operate the Vehicle. No person under the age of twenty-one (21) shall operate the Vehicle. The Vehicle shall not be used for any illegal purpose or in the commission of any crime. The Vehicle may only be used and operated in a careful and proper manner, shall not be operated off-road, shall not be used to participate in any contests of speed, motor sport, or motor racing, and will be driven solely and exclusively by Renter. The Vehicle may only be used and operated in the United States and shall not be operated in any foreign county, including but not limited to, Mexico. Renter shall be solely responsible for any personal belongings that are placed in the Vehicle. **Company specifically disclaims any responsibility for Renter's personal belongings place in the Vehicle during the time this Rental Agreement is in effect.**

8. **MAINTENANCE AND REPAIR.** Renter shall, at its expenses, maintain the Vehicle in good repair and operating condition. Renter must check and maintain all fluid levels. Renter shall not make any alterations to, additions to, modifications to or deletions from the Vehicle, except as

necessary to maintain the Vehicle in good repair and operating condition.

9. RENTER'S INSURANCE REQUIREMENTS. Renter agrees to provide, from or through an insurer qualified to write coverage in the state of Texas, and rated A or better, Class VIII or better by A. M. Best Co., and maintain, at Renter's own expense, auto liability, collision and comprehensive insurance or physical damage coverage with limits no higher than minimum levels prescribed by the vehicular financial responsibility laws of the state of Texas covering Renter, Company, and the Vehicle. Any auto liability insurance Company provides will be secondary to Renter's policy. The insurance policy shall provide that the insurance coverage will not be invalidated or reduced as against Company because of any act or omission by Renter, or any breach of any condition or warranty of the policy or the application thereof by Renter or any other person or entity.

10. COMPANY'S PAYMENT OR PERFORMANCE. If Renter fails at any time to timely maintain insurance, pay any other amount under this Rental Agreement, or timely perform any of Renter's other obligations under this Rental Agreement, Company will have the right, but will not be obliged, to obtain such insurance or pay such amount or to perform such obligation. In such event, Renter will repay Company one hundred percent (100%) of Company's costs thereof.

11. ACCIDENT RELATED MATTERS. In the event of an accident or casualty loss, including, but not limited to, theft, destruction, or damage to the Vehicle from any cause whatsoever, Renter shall immediately notify Company, and further notify the appropriate policing jurisdiction of the full details thereof, including the names and addresses of all parties and witnesses known to Renter. Company and Renter agree to cooperate with each other and/or with their respective insurance companies in the prosecution or defense of any and all claims arising out of the use of the Vehicle, and further agree to promptly report and deliver to each other or such other persons as may be designated, any and all papers, notices or documents, served upon or delivered to them or to their servants, agents, or employees in connection with any claim, suit, action or proceeding at law or in equity, commenced or threatened against Renter and/or Company, arising out of Renter's operations of the Vehicle. Renter shall not accept any settlement from an insurer without the prior express written approval of Company.

Renter shall bear the entire risk of loss in the event of a casualty loss (including, but not limited to, theft, destruction, or damage). **A casualty loss shall not relieve Renter of any obligation under this Rental Agreement.**

In the event of a casualty loss (including, but not limited to, theft, destruction, or damage) to the Vehicle, Renter is solely responsible for any such casualty loss, which includes the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if Company elects not to repair the Vehicle, plus loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim.

12. RETURN OF VEHICLE. Upon expiration or termination of this Rental Agreement or demand by Company made pursuant

to an Event of Default described in this Rental Agreement, Renter shall, at its own expense, return the Vehicle to Company at the location designated by Company between the hours of 8:00 a.m. and 5:00 p.m.. In the event the Vehicle is returned after 5:00 p.m., Renter remains responsible for the safety of, and any damage to, or loss of the Vehicle until Company can inspect the Vehicle upon the next opening for business. The Vehicle must be returned in the same condition as when delivered, reasonable wear and tear excepted, and remove all personal belongings from this Vehicle. Renter agrees that the phrase "wear and tear excepted" shall mean that when the Vehicle is returned to Company, the Vehicle shall (a) not have any metal damage, any broken or cracked glass, or any rock chip infractions on the windshield or the windows; (b) shall be in good working order, including all accessories, which shall include but not limited to, radio, gauges, lights, air conditioning and controls as originally installed; (c) have unaltered cab identification and appearance; (d) have paint in original condition; (e) have matched sets of tires and wheels on each axle of the same kind and quality as at the commencement of this Rental Agreement; and (f) have tires with at least fifty percent (50%) or better remaining treads on each. Renter shall be liable for the reasonable and necessary expenses incurred by Company to place the Vehicle in such condition.

13. WARRANTY AND DISCLAIMER OF WARRANTY. COMPANY WARRANTS THAT THE VEHICLE IS IN GOOD WORKING CONDITION, BUT MAKES NO FURTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL, WITH RESPECT TO THE VEHICLE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS CONCERNING: THE MERCHANTABILITY OF THE VEHICLE; THE FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE VEHICLE; THE ACCURACY OF THE ODOMETER READING; THE QUALITY OR CAPACITY OF THE VEHICLE; THE WORKMANSHIP IN THE VEHICLE; COMPLIANCE OF THE VEHICLE WITH THE REQUIREMENTS OF ANY APPLICABLE LAW, RULE OR SPECIFICATION; OR THE ABSENCE OF ANY LATENT DEFECTS IN THE VEHICLE. RENTER ACCEPTS RESPONSIBILITY WITH RESPECT TO ALL SUCH RISKS, AND COMPANY WILL HAVE NO RESPONSIBILITY THEREFOR.

14. WAIVER AND INDEMNITY. Company will have no responsibility for liability to Renter, and RENTER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST COMPANY, WITH RESPECT TO ANY OF THE FOLLOWING, REGARDLESS OF COMPANY'S FAULT: (a) any liability, loss, injury, illness, or damage caused directly or indirectly by the Vehicle, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the Vehicle or any risks relating thereto; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Vehicle. THIS RELEASE EXPRESSLY COVERS AND INCLUDES ANY CLAIMS RESULTING FROM OR CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF COMPANY.

Renter will indemnify and defend Company against, and hold Company harmless from, any and all claims, losses, actions, damages, expenses (including reasonable attorney's fees), obligations, liabilities or liens (collectively, "Claims"), whether foreseeable or unforeseeable, arising out of this Rental Agreement or the ownership, rental, possession, operation, condition, return or use of the Vehicle, regardless of the reason therefore and including, without limitation, any Claims arising under the doctrine of strict liability or by operation of law.

Renter agrees that upon written notice by Company of the assertion, filing or incurrence of any Claims, Renter will assume full responsibility for the defense thereof with counsel satisfactory to Company. Renter agrees to inform Company within five (5) business days of receipt of notice of Renter's otherwise becoming aware of any Claims. Company shall have the right, but not the obligation, to participate in any defense involving a Claim conducted by Renter without relieving Renter of any of his/her obligations hereunder. The provisions of this section shall survive the termination of this Rental Agreement.

15. COMPANY'S DAMAGE WAIVER. In the event Renter purchases Renter's Collision Protection, Company will waive Company's right to collect from Renter for a portion of Physical Damage to the Vehicle. Company will not waive this right if damage to the Vehicle: (a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent, or misleading information; (d) occurs while the Vehicle is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of Applicable Law, other than a minor traffic violation; (e) occurs while carrying persons or property for hire or while pushing or towing anything, or in any race, speed test or contest; (f) occurs while teaching anyone to drive; (g) occurs while carrying dangerous or hazardous items or illegal material in or on the Vehicle; (h) occurs outside the United States; (i) occurs when it is loaded beyond its capacity; (j) occurs as a result of driving the Vehicle off-road; (k) occurs while transporting more persons than the Vehicle has seat belts, or while carrying persons outside the passenger compartment; (l) occurs while transporting children without approved child safety seats as required by Applicable Law; (m) occurs and the odometer has been tampered with or disconnected; (n) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect Renter to know that further operation would damage the Vehicle; (o) results from inadequately securing cargo; (p) where applicable, is caused by anyone who lacks experience operating a manual transmission; (q) is a result of Renter's willful, wanton, or reckless act; (r) occurs and Renter fails to summon the police to any accident involving personal injury or property damage; or, (s) is caused by an animal transported in the Vehicle.

16. CHARGES. Renter will pay Company, or the appropriate Governmental Authority, on demand all charges due us under this Rental Agreement, including, but not limited to: (a) time and mileage for the period Renter keeps the Vehicle, or a mileage charged based on Company's experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services Renter purchased or purchases;

(d) fuel, if Renter returns the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic, and toll violations, fines, penalties, forfeitures, court costs, towing, impound and storage charges and other expenses involving the Vehicle assessed against Company or the Vehicle, unless these expenses are Company's fault; (g) Fifty and No/100 Dollars (\$50.00), plus Five and No/100 Dollars (\$5.00) per mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus all other expenses we incur in locating and recovering the Vehicle if Renter fails to return it or if Company elects to repossess the Vehicle under the terms of this Rental Agreement; (h) all costs, including pre- and post-judgment attorney fees, Company incurs collecting payment from Renter or otherwise enforcing Company's rights under this Rental Agreement; (i) a two percent (2%) per month late payment fee, or the maximum amount allowed by Applicable Law (if less than two percent (2%)) on all amounts past due; (j) Fifty and No/100 Dollars (\$50.00) or the maximum amount permitted by Applicable Law, whichever is greater, if Renter pays Company with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed Three Hundred and Fifty and No/100 Dollars (\$350.00) to clean the Vehicle if returned substantially less clean than when rented.

17. FINES. Renter will be responsible and will hold Company harmless from all tickets, fines, forfeitures, or penalties incurred for traffic violations or other violations that occur in connection with the operation of the Vehicle.

18. TERMINATION. This Rental Agreement may be terminated during the Term upon the occurrence of any one of the following events, each of which shall constitute default under this Rental Agreement (an "Event of Default"): (i) abandonment of the Vehicle by Renter, and/or (ii) use of the Vehicle in violation of any term, covenant, or requirement of this Rental Agreement or failure by Renter to perform any term, covenant, or requirement of this Rental Agreement.

19. REMEDIES. Should an Event of Default occur, Company may, in its sole discretion, without notice or demand upon Renter, pursue and enforce, successively or concurrently, any one or more of the following remedies:

(a) Immediately retake possession of the Vehicle or require Renter to immediately surrender the Vehicle, all without Company having any liability thereof to Renter, as such liability is hereby expressly waived, and in which event, the Term shall automatically terminate (without the need for any further action or notice of termination by Company) and Company shall be entitled to (i) recover from Renter all accrued and unpaid Rental Payments or other amounts owing under the terms hereof; and (ii) recover from Renter all of Company's costs incurred to retake possession of the Vehicle (including reasonable attorney's fees and expenses).

(b) Take any personal property stored within the Vehicle, and secure and store such property at Renter's expense for thirty (30) days. Renter will be obligated to reclaim such property within thirty (30) days and hereby waives any rights to such property thereafter. Any unclaimed property shall be abandoned after thirty (30) days.

(c) Pursue any other remedy Company may otherwise have at law, in equity or any statute, and recover such other actual damages as may be incurred by Renter.

Company's pursuit and enforcement of any one or more remedies under this Section shall not be deemed an election or waiver of any other remedy.

20. ASSIGNMENT AND ENCUMBRANCES. Company may, without notice to Renter, (a) assign or encumber its interest in this Rental Agreement or (b) encumber the Vehicle. In the event that the title to the Vehicle is encumbered by a lienholder or held in the name of another entity (whether affiliated or not), Renter waives and agrees not to assert against any such assignee, owner or lienholder any defense, set-off, counterclaim or recoupment claim which Renter has or may at any time have against Company for any reason whatsoever. Subject to the foregoing, this Rental Agreement shall inure to the benefit of and binding upon the successors and assigns of the parties hereto.

21. ENTIRE AGREEMENT AND MODIFICATION. This Rental Agreement constitutes the entire agreement between the parties. No modification or amendment of this Rental Agreement shall be effective unless in writing and signed by both parties. This Rental Agreement replaces any and all prior agreements between the parties. The parties warrant and agree that all

representations pertaining to this Rental Agreement are contained herein and no representations regarding this transaction have been made or are relied upon that are not contained herein. Renter acknowledges that Renter is not relying on any other representations or agreements outside the express statements contained in this Rental Agreement.

22. GOVERNING LAW AND JURISDICTION. This Rental Agreement shall be interpreted under the laws of the State of Texas. The Parties agree that any and all disputes under this Rental Agreement shall be filed in the appropriate state and federal courts located within Presidio County, Texas.

23. SEVERABILITY. If any portion of this Rental Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Rental Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. WAIVER. The failure of either party to enforce any provision of this Rental Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Rental Agreement.

RENTER ACKNOWLEDGES AND REPRESENTS THAT RENTER HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS RENTAL AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS RENTAL AGREEMENT.

THIS RENTAL AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY RENTER OTHER THAN BY FULL COMPLIANCE WITH THE PROVISIONS HEREOF.

IN WITNESS WHEREOF, the parties hereto entered into and executed this Rental Agreement as of the Effective Date.

COMPANY:

Big Bend Vehicle Rentals, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

CUSTOMER:

ADD'L DRIVER:
