

VEHICLES RENTED THROUGH MONTEREY TOURING VEHICLES, LLC ("MTV") MAY BE DRIVEN ONLY WITHIN AN AGREED DRIVING AREA REFERRED TO AS THE "DRIVING AREA LIMIT." THE DRIVING AREA LIMIT FOR ALL MTV VEHICLES IS A 30 MILE RADIUS FROM THE MONTEREY TOURING VEHICLES.

## **VEHICLE RENTAL AGREEMENT**

### **MONTEREY TOURING VEHICLES, LLC**

This Vehicle Rental Agreement (the "Vehicle Rental Agreement") entered into between Monterey Touring Vehicles, LLC, a California limited liability company ("MTV"), and the individual(s) completing this online application ("You" or "Renter"). This Vehicle Rental Agreement will be effective as of the date MTV accepts this online application (the "Effective Date").

MTV and Renter are also referred herein as "Party" in the singular or "Parties" in the plural. This Vehicle Rental Agreement and the Vehicle Rental Terms and Conditions accepted by Renter and incorporated herein by reference are referred to herein as the "Agreement."

MTV reserves the right to decline any application in its sole and absolute discretion and to decline to rent a vehicle to any person whose application was previously accepted as MTV may determine in its sole discretion.

#### **1. RENTER INFORMATION.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Driver's License No.: \_\_\_\_\_

Driver's Mobile Phone Number: \_\_\_\_\_

Driver's License Issuing State/Jurisdiction: \_\_\_\_\_

Driver's License Expiration Date: \_\_\_\_\_

Renter's Personal Auto Policy Insurance Carrier Name: \_\_\_\_\_

Renter's Personal Policy Auto Policy Number \_\_\_\_\_ and Expiration Date \_\_\_\_\_

**Renter represents that Renter's Personal Automobile Insurance meets the Minimum Coverage Requirements below and covers rented vehicles:**

- \_\_\_ \$300,000 per occurrence for bodily injury;
- \_\_\_ \$50,000 for property damage each accident; and
- \_\_\_ \$300,000 for uninsured motorists

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**Initials of Renter**

Renter agrees that MTV may verify that Renter has the above coverage, and to contact Renter's insurance carrier, if necessary, to authorize such verification.

***YOUR ARE REQUIRED TO UPLOAD A COPY OF YOUR DRIVER'S LICENSE AND PROOF OF YOUR PERSONAL AUTOMOBILE INSURANCE. We request that you upload a copy of your insurance policy as well as your insurance card. If you are unable to do so, please contact your automobile insurance company and request that they email us a copy of your insurance policy to: [info@mtvrentals.com](mailto:info@mtvrentals.com).***

You agree that any and all Additional Drivers are bound by all terms and conditions of this Vehicle Rental Agreement. You are required to provide a copy of the driver's license and proof of their insurance for any Additional Driver, including a copy of their automobile insurance policy or contact information of their insurance carrier to assist MTV in obtaining a copy of their insurance policy.

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**Initials of Renter**

**ALL RENTERS MUST BE 25 YEARS OF AGE OR OLDER.**

**2. VEHICLE.** MTV hereby agrees to rent to You the vehicle have selected through our online registration system or at our counter (the "Vehicle") for the Rental Period selected by You.

**3. RENTAL PERIOD.**

Start Date: \_\_\_\_\_ Start Time: \_\_\_\_\_

End Date: \_\_\_\_\_ End Time: \_\_\_\_\_

You agree that this Vehicle Rental Agreement will terminate on the End Date and at the End Time specified in this online application absent notice to MTV. **VEHICLE RENTALS ARE NOT AVAILABLE FOR A RENTAL PERIOD IN EXCESS OF THIRTY (30) DAYS. ANY RENTAL PERIOD IN EXCESS OF THIRTY (30) DAYS WILL REQUIRE A NEW CONTRACT AT THE EXPIRATION OF THE INITIAL THIRTY (30) DAY RENTAL PERIOD.**

MTV reserves the right to terminate this Vehicle Rental Agreement at any time for the reasons set Vehicle Terms & Conditions.

**4. RENTAL FEES & NON-REFUNDABLE PFC FEE.** By signing this Vehicle Rental Agreement, you have agreed to pay the "Rental Fees" reflected on our Website for the Vehicle selected by you for the Rental Period selected by You.

The **Minimum Rental Fee** covers 4 hours of Vehicle use (the "**Half Day Rental Fee**"). *Half-Day Rentals may not be reserved more than 48 hours in advance.*

The "**Full Day Rental Fee**" covers 8 to 24 hours of Vehicle use.

The **Additional Hourly Rate** is the Full Date Rental Fee for a Vehicle divided by eight (8) hours. The Additional Hourly Rate will be charged for any hour or partial hour a Vehicle is not returned over the Half Day or Full Day period for which it is rented.

A one-time **Non-Refundable PFC Fee of \$49.00** is payable when You reserve Your Vehicle. This Processing Fee covers insurance verification, vehicle orientation, fueling, and cleaning.

**One-Half (1/2) of the Rental Fees for the Rental Period selected by You plus the Non-Refundable PFC Fee are payable when You reserve your Vehicle. The balance of all anticipated Rental Fees and a Deposit of \$500.00 are payable when You pick up Your Vehicle.**

**5. CANCELLATION:** IF YOU CANCEL YOUR RESERVATION 72 HOURS IN ADVANCE, WE WILL REFUND THE PRE-PAID RENTAL FEES. IF YOU CANCEL LESS THAN 72 HOURS IN ADVANCE, YOUR PRE-PAID RENTAL FEES WILL NOT BE REFUNDED. THE ONE-TIME PFC FEE IS NOT REFUNDABLE UNDER ANY CIRCUMSTANCES.

**6. DEPOSIT.** The Deposit of **\$500.00** is required for all Vehicles. The Deposit may be used by MTV in the event of loss of or damage to the Vehicle not covered by You or Your insurance or to cover any unpaid Rental Fees, Mileage Fees, Delivery & Pick Up Fees, and cleaning and other charges. In the absence of offset for damage or loss or other unpaid rental or other fees and charges, the Deposit shall be returned to You within thirty (30) days of the return of the Vehicle.

**7. VEHICLE PICK-UP AND RETURN.** Your Vehicle is to be picked up and dropped off at our office/vehicle storage facility located at the **Monterey Touring Vehicles, Monterey, CA 93940.**

For an additional **\$30.00** Delivery or Pick-up Fee, you may arrange for drop off (and pick-up) of your Vehicle at (and from) your hotel, vacation home, or another secure location within **10 mile radius** of the Monterey Touring Vehicles by contacting us at (831) 337-8800 during our business hours or at [info@mtvrentals.com](mailto:info@mtvrentals.com). We reserve the right to decline all requests for delivery and/or pick-up.

**8. UNAUTHORIZED RETURN LOCATION.** In the event your Vehicle is not returned to the agreed Return Location, You may be charged an unauthorized vehicle return location fee of up to **\$75.00** plus additional mileage or towing costs to cover the cost to MTV of collecting the Vehicle. If the Vehicle is abandoned or left outside the Driving Area Limit, you will be charged for all costs associated with towing the Vehicle back to our vehicle storage facility plus a fee of up to **\$150.00** for the unauthorized return location.

**9. RENTAL PERIOD EXTENSION.** You will be rented the Vehicle for an agreed Rental Period. This Rental Period can be extended with MTV's consent by contacting **(831) 337-8800**. We reserve the right to grant or decline any request to extend the agreed Rental Period. **YOU WILL BE CHARGED ADDITIONAL RENTAL FEES FOR ANY HOUR OR PARTIAL HOUR YOU HAVE THE VEHICLE OVER THE AGREED RENTAL PERIOD PLUS THE LATE RETURN PENALTY SET FORTH BELOW.**

**10. LATE RETURN FEE.** If Your Vehicle is returned more than 2 hours late, You will be charged a LATE RETURN FEE equal to the FULL DAY RENTAL FEE for Your Vehicle. You agree that this fee is reasonable in light of the need for MTV to ensure the Vehicle is available for the next Renter and the damages MTV is likely to suffer in the event of a late return.

**11. VEHICLE INSPECTION; PRE-DRIVING CHECKLIST.** A Pre-Rental Inspection and Pre-Driving Checklist will be completed when you pick-up Your Vehicle. If there is any damage to the Vehicle not noted in the Pre-Rental Inspection, You will be responsible for the repair of this damage. You will be required to review and sign the Pre-Driving Checklist. As all of our vehicles are unique, it is imperative that You review this Pre-Driving Checklist carefully and understand how to operate the Vehicle before it is driven. In the event we deliver the Vehicle to You at a hotel/inn, vacation rental or another location, You may be required to meet with an MTV agent to complete the required Pre-Rental Inspection and Pre-Driving Checklist or to return a copy of these forms, as executed by You, to us electronically or by text message.

**12. RESTRICTIONS SPECIFIC TO THE VEHICLE RENTED BY YOU.** The following specific restrictions apply to the Vehicle rented by You:

- a. Your Vehicle must be parked in a garage or covered overnight. Please indicate here whether you need a cover for Your Vehicle:  
 Yes  No  Don't Know

**13. MILEAGE LIMIT; DRIVING AREA LIMIT.** You agree to obey the following limits for the Vehicle:

**Mileage Limits: 50 miles for Half Day Rental & 100 Miles for Full Day Rental and 12.5 miles per each hour up to 8 hours or a total of 100 miles per day**  
**Excess Mileage Fee: \$2.00 per mile**  
**Driving Area Limit: 30 mile radius from Monterey Touring Vehicles.** See the Map on our Website (i.e. north to City of Santa Cruz, south to Big Sur, and East to San Juan Bautista and Salinas).

Your Vehicle will be equipped with a GPS Tracking Device that will allow us to determine the location of the Vehicle at all times and to track the mileage added to the Vehicle. **YOU CONSENT TO OUR USE OF A GPS TRACKING DEVICE ON YOUR VEHICLE.**

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**Initials of Renter**

With written authorization from MTV, You may be permitted to take the Vehicle outside the Driving Area Limit but in no event shall You be permitted to take the Vehicle outside the State of California.

**14. FUEL.** MTV shall provide the Vehicle to You with sufficient fuel for your Rental Period IF the Rental Period is 2 Days or less. You will NOT be charged for refueling the Vehicle after its return. MTV prefers that You refrain from refueling the Vehicle during the Rental Period but, IF NECESSARY, You are *required* to use **Unleaded Premium** (i.e. High Octane (92 or above)) Gasoline. It is Your responsibility to make sure the Vehicle has **NO LESS THAN 1/8th of a Tank of Gas** in the Vehicle. You will be responsible for all loss or damage caused to the Vehicle if the Vehicle runs out of gas and all towing or other charges related to any such incident.

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***Initials of Renter***

**15. BREAKDOWN; ROAD SERVICE.** In the event of breakdown or a flat tire issue, please seek to get yourself (and your passengers) and, if possible, the Vehicle to a safe location. Contact us immediately at **(831) 337-8800**. If you are within the Driving Area Limit, we will send a tow truck or other appropriate road service personnel to assist you at our cost provided you are not at fault. If you are outside the Driving Area Limit, contact us immediately at the above number. We will seek to assist you with arranging for a tow truck or other necessary road service, and You will be responsible for all costs associated with such road service. If possible, MTV will provide You with a replacement vehicle in the event of breakdown. In no event will MTV be responsible for any costs incurred by you to rent a replacement vehicle from another car rental company or for any other transportation costs incurred by you related to a mechanical or other failure. You will be credited for any Rental Fees paid in advance for any period for which you were unable to use the Vehicle rented by you.

**16. NOTICE OF YOUR FINANCIAL RESPONSIBILITY.** You are responsible for ALL loss or damage to the Vehicle You rent even if someone else causes such loss or damage or the cause is unknown. This includes all loss due to theft and the cost of repair up to fair market value of the Vehicle in the event of a collision, and all towing, storage and impound fees related to any theft, accident or other incident. Your own insurance, or the issuer of the credit card You use to rent the Vehicle, may cover all or part of Your financial responsibility. You may present a claim to Your insurance carrier or issuer of Your credit card for any loss or damage to the Vehicle; but you shall have final financial responsibility to MTV for all such loss or damage. You should check with Your insurance carrier and the issuer of your credit card to find out about Your coverage and the amount of any deductible(s) for which You are liable. BY SIGNING THIS VEHICLE RENTAL AGREEMENT IN PERSON OR ELECTRONICALLY, YOU ACCEPT RESPONSIBILITY FOR ALL LOSS OR DAMAGE TO THE VEHICLE UP TO THE FULL FAIR MARKET VALUE OF THE VEHICLE.

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***Initials of Renter***

**17. INDEMNIFICATION.** Regardless of any insurance coverage available to You or MTV, You shall fully defend, indemnify, and hold harmless MTV and its managers, officers, agents, and employees from all losses, liabilities, damages, injuries, claims, demands, awards, costs, and other expenses, including, without limitation, reasonable attorney fees and costs (collectively, "Claims or Losses") incurred or suffered by MTV or its managers, officers, agents or employees arising out of or in connection with this rental transaction or from the use of the Vehicle rented by You or any other person during the period of your Vehicle Rental Agreement or afterwards if you Vehicle is not returned by the End Date and Time in your Vehicle Rental Agreement.

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***Initials of Renter***

**18. RELEASE AND WAIVER.** You release, agree not to sue, and hold harmless MTV and its managers, officers, agents and employees from and against all Claims or Losses incurred or suffered by You arising out this rental transaction, including, without limitation, Claims or Losses arising out of personal injury, death, or property damage suffered by You or any of your passengers related to your rental or use of the Vehicle or the use of the Vehicle by any other person during the period of your Vehicle Rental Agreement or thereafter if the Vehicle is not returned to MTV by the End Date and Time in your Vehicle Rental Agreement. You further waive any claim against MTV for incidental, special or consequential damages suffered by You in connection with this Vehicle rental. Your release and waiver above does not extend to any damages or losses suffered by You resulting from MTV's gross negligence or willful misconduct. This provision shall survive the termination of this Agreement.

YOU AGREE TO WAIVE CALIFORNIA CIVIL CODE §1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS

WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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***Initials of Renter***

**19. GENERAL.** This Vehicle Rental Agreement, including the Vehicle Rental Terms and Conditions attached incorporated herein, and any Additional Terms provided to You, constitute the entire Agreement between the Parties with respect to the rental of your Vehicle and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties. No alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized representative of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized representative of the waiving Party. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

BY SIGNING THIS VEHICLE RENTAL AGREEMENT ELECTRONICALLY OR IN PERSON, RENTER AGREES TO ALL TERMS AND CONDITIONS SET FORTH IN THIS VEHICLE RENTAL AGREEMENT, THE VEHICLE RENTAL TERMS AND CONDITIONS INCORPORATED HEREIN AND ANY ADDITIONAL TERMS PROVIDED TO RENTER UPON RENTING THE VEHICLE.

RENTER:

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter's Printed Name