

## **VEHICLE RENTAL TERMS AND CONDITIONS**

**AGREEMENT.** Your agreement with Monterey Touring Vehicles, LLC, a California limited liability company (“MTV”) is application you have signed on line or in person (the “**Vehicle Rental Agreement**”), these **Vehicle Rental Terms and Conditions** provided to you at the time of your rental (collectively, the “Agreement”). Please read these Terms and Conditions provided to you carefully prior to signing (in person or electronically) your Vehicle Rental Agreement.

**VEHICLE; DEFINITIONS.** You agree to rent from MTV the vehicle selected by you through on online system or at our counter (the “Vehicle”). The word “Vehicle” includes the vehicle, tires, tools, equipment, accessories, plates and all other personal property and documents provided with the Vehicle. “You” and “your” refer to the person(s) who sign the Vehicle Rental Agreement, and “MTV,” “we,” “our” and “us” refer to Monterey Touring Vehicles, LLC.

**NOTICE OF YOUR FINANCIAL RESPONSIBILITY.** You are responsible for all loss or damage to the Vehicle you rent even if someone else in your party causes such loss or damage or the cause is unknown, but occurs during your Vehicle rental period. You are responsible for all loss due to theft and the cost of repair in the event of a collision or other accident or incident up to fair market value of the Vehicle, 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 THE 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.

**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.

**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. As part of the Vehicle Rental Agreement provided, California residents are required to sign a General Release.

**BREACH OF THIS AGREEMENT BY YOU.** You shall be in immediate breach of this Agreement if you:

- a. Allow anyone who is not a party to the Vehicle Rental Agreement to drive or otherwise operate the Vehicle.
- b. Use the Vehicle for any illegal or unauthorized purpose.
- c. Fail to return the Vehicle by the End Date and Time specified in your Vehicle Rental Agreement without notice to MTV. If this occurs, MTV may report the Vehicle as stolen, and you may be subject to arrest.
- d. Your credit card on file with MTV is declined or becomes invalid.

**VALID DRIVER'S LICENSE.** You represent that you are a validly licensed driver for the appropriate class authorizing you to drive the Vehicle. You agree to provide us with a copy of your driver's license. You agree that you must meet the driver eligibility requirements at all times during your rental and use of the Vehicle. If, after initial approval, you later fail to meet the eligibility requirements (e.g., your driver's license is subsequently suspended), you are required to inform us of the change in status, and refrain from renting any vehicle or operating any vehicle previously rented to you by MTV. You agree that MTV may periodically request additional verification of eligibility and that, if you fail to provide satisfactory evidence of your continued compliance with this Agreement, MTV may terminate this Agreement and your rental immediately.

**MINIMUM INSURANCE COVERAGE.** Unless otherwise expressly set forth in writing, MTV does not provide additional liability insurance to cover your rental of the Vehicle under this Agreement or offer a Loss Damage Waiver ("LDW"). As a condition to your rental of the Vehicle, you agree to provide MTV with proof of your personal automobile insurance, and MTV has the right to verify that such insurance is in effect and meets the following minimum coverage requirements:

- \$100,000 per occurrence for bodily injury;
- \$50,000 for property damage each accident; and
- \$100,000 for uninsured motorists.

Pursuant to the Vehicle Rental Agreement, you have represented to MTV that your personal automobile insurance meets the above minimum requirements and covers rented vehicles. You authorize MTV to contact your insurance carrier to verify this coverage and agree to execute such consents and authorizations as will permit your insurance carrier to discuss your insurance coverage with MTV.

**AUTHORIZED DRIVERS.** Only you (defined as all person(s) signing the Vehicle Rental Agreement) may drive the Vehicle. Any Additional Driver(s), including your spouse or domestic partner, must be listed as a party to and sign the Vehicle Rental Agreement and thereby agree to these Terms and Conditions, including provision of a valid driver's license and proof of insurance.

**CONDITION OF VEHICLE.** You will complete a Pre-Rental Inspection of the Vehicle before you begin your use of the Vehicle. If you find damage in your inspection, you must notify MTV immediately and reflect, or request that MTV reflect, the location of such damage on the vehicle diagram provided in the Pre-Rental Inspection form. You will be held liable for any damage to the Vehicle not reflected in the Pre-Rental Inspection form at the time of rental. If any damage is not reflected on this form, MTV may assume that the damage occurred during your rental. If, after your initial inspection or any time during your rental of the Vehicle, you believe that the Vehicle is not safe enough to drive, please do not use the Vehicle and contact MTV immediately at (831) 337-8800.

**USE OF VEHICLE.** You must exercise reasonable care in your use of the Vehicle. You will be fully responsible for any claims, losses or damages related to your misuse of or negligence in the operation of the Vehicle. In the event MTV has any concern about your use of the Vehicle, MTV may terminate your rental in its discretion at any time and require the return of the Vehicle. You agree that will not:

- (a) Allow any other person to operate the Vehicle other than any additional driver who is a party to the Vehicle Rental Agreement;
- (b) Operate the Vehicle under the influence of alcohol, marijuana, or any drugs (illegal or otherwise) that may impair driving;
- (c) Allow smoking in the Vehicle – NO SMOKING is permitted in the Vehicle and an ionizing fee of up to \$500 may be charged if the Vehicle is returned smelling of smoke;
- (d) Use the Vehicle to push or tow another vehicle, trailer or other hitch connected device;
- (e) Use the Vehicle off road or for any race or competition (Note, parade use may be permitted with written permission from MTV);

- (f) Park or otherwise leave the Vehicle and fail to remove the keys, close and lock all doors, close all windows and the trunk, or otherwise fail to take reasonable steps to secure the Vehicle, its keys or other remote entry and starting devices;
- (g) Drive or operate the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic mail or text messages; or
- (h) Operate the Vehicle in violation of any laws, rules or regulations, or for any illegal purpose (and, if you do, you will be responsible for all associated tickets, fines, penalties, and fees).

You are required to wear seatbelts during the operation of the Vehicle and to require that all of your passengers wear seatbelts. You are also required to comply with any laws or regulations concerning car seats and other protections for young passengers. CALIFORNIA LAW REQUIRES ALL CHILDREN UNDER 8 YEARS OF AGE TO BE TRANSPORTED IN THE REAR SEAT OF THE VEHICLE IN A CHILD RESTRAINT SYSTEM. WE ARE REQUIRED TO PROVIDE FOR RENTAL A CHILD RESTRAINT SYSTEM IF YOU DO NOT HAVE A CHILD RESTRAINT SYSTEM YOURSELF. (Cal. Veh. Code sec 27365). You must notify us NO LESS THAN TWO (2) HOURS IN ADVANCE if you need a child restraint system. The child restraint system will be placed in the trunk of your Vehicle.

**RETURN OF THE VEHICLE.** You agree to return the Vehicle in the same condition you received it, ordinary wear and tear excepted, on the End Date and Time and to the location specified in the Vehicle Rental Agreement. Unless otherwise agreed to by us in writing, you are to return the Vehicle to our office and vehicle storage facility located at **2228 Del Monte Ave., Monterey, CA 93940. A drop box is available for your convenience so that you can return your vehicle at any time. We will be able to determine the date and time using our GPS tracking system.** If you return the Vehicle to a different location from the agreed return location without our permission, you agree to pay an "unauthorized return location fee" set forth in your Vehicle Rental Agreement plus additional mileage or towing fees. If you return the Vehicle late, you will be charged a **LATE RETURN FEE** in an amount of **the Full Day Rental Fee** for your Vehicle, in addition to the application additional Rental Fees and Mileage Fees. If you wish to extend any rental, you must contact us at (831) 337-8800 or [info@mtvrentals.com](mailto:info@mtvrentals.com) to request an extension before your return date. An extension will not be deemed granted until we respond by telephone or electronic mail granting an extension. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If we do grant an extension a different or higher rate may be applied to the extension period and a service fee may also apply.

**RENTAL AND OTHER CHARGES.** You are required to provide a credit card to MTV upon reservation and rental of your Vehicle. MTV will charge your credit card IN ADVANCE for all rental fees, pick up and drop off fees and non-refundable processing fees ([the "PFC Fee"](#)) specified in your Vehicle Rental Agreement, [which covers the cost of insurance verification, fueling and cleaning](#). When your rental is completed, you will be charged for (and MTV may deduct from the Deposit) all additional rental fees, mileage fees, cleaning charges and any loss or damage suffered or incurred by MTV arising out of this Agreement or your rental of Vehicle. MTV will determine the Excess Mileage Fee using its GPS Tracking System or the odometer on Your Vehicle. The rental fees will be calculated starting at the hour and minute the rental begins and ending at the hour and time the Vehicle is returned (as determined by our GPS Tracking System). The following additional charges will apply:

- (a) You may be charged a cleaning fee for cleaning the Vehicle if the Vehicle is returned with excessive stains or dirt attributable to your use as determined by MTV in its sole discretion.
- (b) MTV maintains a non-smoking fleet of vehicles. You will pay an additional fee for ionizing from up to \$500 if you return the Vehicle and it smells of smoke.
- (c) If key(s) are not returned with the Vehicle, you may be charged an additional fee to replace the key(s) and related remote devices.
- (d) You will pay additional delivery and/or pick-up fee for the Vehicle at the rate indicated in the Vehicle Rental Agreement.

- (e) You will pay all applicable taxes as well as any additional charges provided in the Vehicle Rental Agreement which are over and above the base rental rate. These may be surcharges and or recovery fees to recover certain costs.
- (f) **CANCELLATION FEES:** If you are a “no show” or cancel your Vehicle reservation you will pay the cancellation fees set forth in the Vehicle Rental Agreement.
- (g) You will be responsible for all of the costs relating to any citations, parking tickets, fines, tolls and towing fees incurred during the rental period (and after, if the Vehicle has not been parked in an authorized and legal parking space).

ALL SUCH CHARGES ARE PAYABLE ON DEMAND AND MAY BE CHARGED TO YOUR CREDIT CARD BY MTV UPON RETURN OF YOUR VEHICLE OR AT SUCH OTHER TIME AS MTV DETERMINES, IN ITS SOLE DISCRETION. ALL CHARGES NOT PAID AT THE TIME OF RETURN WILL BE SUBJECT TO LATE FEE OF ACCRUE INTEREST AT THE RATE OF LESSER OR 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMITTED BY LAW.

**ACCIDENT REPORTING.** You must immediately report any accident or damage to or loss of the Vehicle to MTV at (831) 337-8800 or [info@mtvrentals.com](mailto:info@mtvrentals.com). If required by law, you must report any accident to law enforcement or the California Department of Motor Vehicle. CALIFORNIA LAW, AS CURRENTLY IN EFFECT, REQUIRES YOU TO REPORT (WITHIN 10 DAYS) TO THE CALIFORNIA DMV ANY ACCIDENT IF (A) THERE WAS PROPERTY DAMAGE OF MORE THAN \$1,000, (B) ANYONE WAS INJURED (NO MATTER HOW MINOR), OR (C) ANYONE WAS KILLED. In the event of an accident meeting the above criteria, you agree to remain at or near the site of the accident until law enforcement arrives and completes an accident report, and to use all reasonable efforts to secure evidence from any available witnesses and to provide MTV with a copy of the accident report and, if requested by MTV, a written description of the accident prepared by you and any and all other information MTV may request, including identity and insurance information of any parties involved in the accident. You are also required to cooperate in any accident or loss investigation conducted by law enforcement, MTV and/or its claims administrators or insurers. After an accident, you may not continue to use the Vehicle unless you have the explicit written permission of MTV. NO AUTOMOBILE INSURANCE IS SOLD IN CONNECTION WITH THIS AGREEMENT, AND YOU ACCEPT FULL AND COMPLETE RESPONSIBILITY FOR ALL CLAIMS, LOSSES AND/OR DAMAGES ARISING OUT OF ANY ACCIDENT.

**ROADSIDE ASSISTANCE WITHIN AREA LIMIT.** If you experience any breakdown or other problem with the Vehicle due to mechanical or tire failure, you agree as soon as practicable to stop driving, park the Vehicle, and contact MTV at (831) 337-8800. IN THE CASE OF MECHANICAL OR TIRE FAILURE WITHIN THE DRIVING AREA LIMIT (I.E. A 30 MILE RADIUS OF THE Monterey Touring Vehicles), MTV will provide roadside assistance without cost to you for any problem with the Vehicle that is not your fault. If possible and acceptable to you, MTV will provide you with an alternative vehicle in the event of breakdown at the rental rate applicable for such Vehicle. In no event, however, will MTV be responsible for any costs incurred by you to rent a replacement vehicle from another car rental company. 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. *If you experience a breakdown, mechanical failure, or tire damage outside the Driving Area Limit, you shall be responsible for the cost of all roadside assistance and towing.*

**CONSENT TO USE OF GPS TRACKING DEVICES.** We use GPS tracking devices on our vehicles to determine the mileage driven during each rental and to enable us to track or locate our vehicles if reported stolen, suspected of being stolen, or as may be required by law enforcement, or to identify the location of a vehicle that requires roadside assistance, or when we have a good faith belief that there is an emergency that poses a threat to the safety of you or another person, or as necessary to defend, protect or enforce our rights under this Agreement. BY SIGNING THE VEHICLE RENTAL AGREEMENT, YOU CONSENT TO THE USE OF A GPS TRACKING DEVICE ON THE VEHICLE RENTED BY YOU. THIS CONSENT IS INTENDED TO MEET THE REQUIREMENTS OF CALIFORNIA PENAL CODE SECTION 637.7(b).

**REPOSSESSION OF THE VEHICLE.** We reserve the right to repossess the Vehicle rented to you without notice if the Vehicle is found illegally parked, being used in violation of any laws, regulations or ordinances or the terms of this Agreement, or appears to be abandoned. You agree that we need not notify you in advance. If the Vehicle is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the Vehicle. You agree that such costs will be charged to the credit card you used to rent the Vehicle.

**LOSS OR DAMAGE TO PERSONAL PROPERTY.** MTV will not responsible for loss of or damage to any personal property or possessions in or on the Vehicle during your rental of the Vehicle or left in the Vehicle when it is returned to MTV, whether or not such loss or damage is due to MTV's negligence.

**FINES, PENALTIES, TOLLS, ETC.** You agree to pay all fines, penalties, towing charges, and court costs associated with any parking, traffic, toll and other violations, including storage liens and charges. You agree that we may, in our sole discretion, pay all such fines, penalties, charges and costs directly to the appropriate authority and charge such costs to the credit card used when you rented the Vehicle. You will reimburse us on demand for any such costs if your credit card is declined or no longer valid. If such costs are not reimbursed to us within five (5) business days of demand, the amount due will accrue interest at the rate of lesser of 1.5% per annum or the highest rate permitted by law. You agree and acknowledge that we cooperate with all federal, state, municipal and local officials charged with enforcing these violations and to provide any information necessary as they may request or may otherwise be required.

In the event we use a third party collection and or administrative agent to resolve any tickets, citations, fines and penalties, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You agree to indemnify and hold us harmless for any tickets, citations, fines, penalties and administrative fees.

**COLLECTIONS.** If you do not pay all amounts due to us under this Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle, including, without limitation, payment for loss of or damage to the vehicle, rental fees, mileage fees, pick-up and drop off fee, refueling fees, fines and penalties, toll charges, towing, storage and impoundment fees:

(a) You agree to pay a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, the "Charges");

(b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost recovery, insufficient funds fees and collection fees (collectively, the "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you in the Agreement, or in any customer profile, as the place to send any demands or collection notices; and

(c) In the event that you presented a credit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit card.

**MODIFICATION.** Any modification or change to the Agreement must be in writing and signed by an authorized MTV officer or agent. You further agree that we have the right to change these Terms and Conditions from time to time upon written notice to you in paper or electronic form, or upon our posting such changes on the MTV website; provided that you are given notice of such change in writing. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice. Changes to the Terms and Conditions will be posted as they occur on the MTV website at [www.montereytouringvehicles.com](http://www.montereytouringvehicles.com).

**GOVERNING LAW; VENUE; JURISDICTION.** The laws of the State of California shall govern this Agreement. The venue for any action arising out or relating to this Agreement shall be the California state courts in Monterey, California, or the U.S. Federal Court located in San Jose, California. Renter consents to the jurisdiction of such courts.

**PRIVACY POLICY.** MTV's privacy policy is available for review at [www.montereytouringvehicles.com](http://www.montereytouringvehicles.com).