

## Terms & Conditions

**Definitions.** "Agreement" means all terms and conditions in the rental record ("Rental Record") and any additional documents you sign or we provide at the time of rental, electronically or otherwise. "Renter" means each person signing this Agreement, each Authorized Driver, and every person or organization to whom charges are billed by us at its or the Renter's direction. "We," "our" or "us" means [Rental Car Company]. "Authorized Driver" means (a) the Renter; (b) any additional driver listed by us on this Agreement; and (c) any other person defined as an "authorized driver" under applicable law. Each Authorized Driver must have a valid operator's license and be at least age [99] (unless otherwise specified in [applicable law]). "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 document provided inside the vehicle at the time of rental. "Physical Damage" means damage to, or loss of, the Vehicle resulting from (but not limited to) collision, theft, vandalism, acts of nature, riots or other civil disturbances, hail, flood, fire or any other loss not caused by collision. "Loss of Use" means the loss of our ability to use the Vehicle for our purposes because of Vehicle damage or loss, including, without limitation, use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees. "Diminution of 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. "Charges" means the fees and charges that are incurred under this Agreement. "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 or as otherwise defined under applicable law.

**1. Rental; Indemnity; Personal Property; Warranties.** Only Authorized Drivers may use the Vehicle. Authorized Drivers include only those individuals named in the Rental Agreement or permitted by state law. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or of this Agreement. You agree to indemnify us, defend us and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle or Optional Equipment (as defined below). You release us, our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. In no event shall we be liable to you for any indirect, special or consequential damages related directly or indirectly to any alleged breach by us of this Agreement.

**2. Condition and Return of Vehicle.** Rental of this vehicle constitutes a "bailment," meaning that the use of the Vehicle is for Renter's own benefit. The Vehicle must be returned to our rental office or other location we specify on the date and time noted in this Agreement and in the same condition received, except for ordinary wear. Our determination of the condition of the Vehicle is subject to a final inspection for damage(s) which may occur in our facilities after drop off, whether or not the vehicle is checked in by an employee and whether or not such damage(s) are immediately recognizable or hidden. This also means that if the Vehicle is returned after closing hours, Renter's responsibility for damages under this Agreement continues until final inspection even if the damage occurred after the vehicle was returned. To extend the rental, Renter must contact our rental office before the due-in date listed in this Agreement. All Charges may continue to accrue until the return location opens for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. Renter must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented.

**3. Responsibility for Damage or Loss.** Regardless of fault, you are responsible for all damage to, loss of, or theft of the Vehicle during the rental period resulting from any cause. Subject to the law in the jurisdiction where the Vehicle was rented, your responsibility will include: (a) physical damage caused by collisions, weather, vandalism, road conditions, acts of nature, and any other cause resulting in physical damage to the Vehicle; (b) if we determine that the Vehicle is a total loss, the full fair retail market value of the Vehicle, less salvage; (c) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminution of Value, meaning 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; (d) Loss of Use, which shall be measured by multiplying the daily rental rate noted on this Agreement either by 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 shall be payable regardless of fleet utilization, whether we had

other vehicles in our fleet to rent, the Vehicle would not have been used but for the damage, and regardless of whether we suffered lost profits as a result of the damage; (e) an administrative fee, calculated based on the damage, which you agree is reasonable.

**4. Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental by giving us false, fraudulent or misleading information; (d) 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); (e) to carry persons or property for hire; (f) to push or tow anything; (g) in any race, speed test or contest; (h) to teach anyone to drive; (i) to carry dangerous or hazardous items or illegal material; (j) outside the United States or Canada (unless that use is specifically authorized in this Agreement); (k) on unpaved roads; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by law; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable for you to know that further operation would damage the Vehicle; (p) with inadequately secured cargo; (q) where applicable, by anyone who lacks experience operating a manual transmission; (r) in connection with a willful, wanton or reckless act; or (s) by anyone who is sending or reading an electronic message, including text (SMS) messages or emails, while operating the Vehicle. Smoking in the Vehicle is also prohibited. ANY PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND SHALL INVALIDATE ANY COVERAGE PRODUCT (WHERE PERMITTED BY LAW). For purposes of this Agreement, in addition to any appropriate local statutory definition, a "willful," "wanton" or "reckless" act shall also include (but not be limited to): (1) the use of unauthorized equipment on or in the Vehicle; and (2) aiding in the theft of the Vehicle or failing to safeguard the keys and the Vehicle is stolen or vandalized.

**5. Insurance:** If you purchase Insurance, subject to the terms of this Agreement, we will waive our right to hold you financially responsible for all or a portion of physical damage to the Vehicle as noted on the Rental Record, including charges such as loss of use and administrative fees.

**6. Responsibility to Others; Handling Accidents/Incidents.** You are responsible for all injury, damage, or loss you cause to yourself and others (including any passengers). We are not responsible for injury or damage you cause to others and will provide no coverage for any such injury, damage or loss unless required by law, or unless you elect to purchase such coverage at the time of rental. You agree that it is your responsibility to know and understand what insurance coverage you have or elect to purchase for this rental. Your liability insurance coverage must provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. If we are required to pay any amount to injured or damaged parties, we expressly reserve the right to subrogate against you for recovery of such payment(s). You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and are safe out of danger; (b) complete our incident report form; and (c) 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. Any failure by you to report all damage to us by completing an incident report, or to report all accidents (of any size) to us and to the police as soon as they occur, will be a material breach of this Agreement, and may invalidate optional coverage products that you elect to purchase. The Vehicle may not be taken into Mexico under any circumstances.

**7. Payment; Charges.** You permit us to reserve or set aside against your payment card at the time of rental a reasonable amount in addition to the estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of any excess reserve or set aside upon the completion of your rental, and your payment card issuer's rules will apply to your credit line or your account being credited for the excess and may not be immediately released by your card issuer. You will pay us at or before the conclusion of this rental or upon demand of all Charges, including without limitation: (a) time charge as shown on the Rental Record; (b) mileage charges, including charges for extra miles, based on the per-mile rate specified on the Rental Record; (c) mileage charge based on our experience if the odometer is altered; (d) optional product and service fees; (e) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (f) applicable taxes, surcharges, airport facility fees, and airport concession recovery fees; (g) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (h) costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (i) a reasonable cleaning fee if the Vehicle is returned substantially less clean than when rented or with evidence of smoking in the Vehicle; (j) towing, storage charges, forfeitures, court costs, penalties, and all other costs we incur resulting from your use of the Vehicle; (k) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) after the due-in date noted on this Agreement; (l) replacement cost of lost or damaged parts and supplies used in Features and (m) if applicable, a redemption fee if you present a reward

certificate, coupon or voucher associated with a loyalty program. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.

**8. Responsibility for Tolls, Traffic Violations, and Other Charges.** Responsibility for Tolls, Traffic Violations, and Other Charges. You are responsible for paying charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Violation, you authorize us to release your rental and payment card information to charging authorities or other relevant parties for processing and billing purposes. If we pay a Toll or Violation, you authorize us to charge all such payments and administrative fees to the payment card you used to pay for this rental.

**9. Personal Information; Communications.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement. Questions regarding privacy should be directed to the location where you rented the Vehicle. You agree, in order for us to service or otherwise administer our account or to recover any amounts you may owe, that we or any assignee or collection agency of our choosing, may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in additional charges to you. We, our assignee, or any collection agency of our choosing, may also contact you by sending text messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

**10. Miscellaneous.** 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. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. 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. Unless prohibited by law, you release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions shall remain valid and enforceable. YOU AND WE EACH IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

**GENERAL RULES:**

**AGE REQUIREMENTS.** The Minimum Driving Age for this rental is 21. The Maximum Driving Age for this rental is 90. The following Surcharges apply to drivers aged 21 to 25, 24.99 USD per day excluding tax. Drivers aged 71 to 90, 14.99 USD per day excluding tax.

**DEPOSIT.** A deposit by pre-authorization of the customer's credit up to 1,000.00 USD is required on all vehicles. Customers will be able to leave a deposit via major credit card only. Should the customer get into an accident during the rental, the security deposit will be held until we receive full payment from the insurance company or the renter.

**ADDITIONAL DRIVER.** Additional drivers are not included in any rental rate package A Maximum of 3 additional drivers may be added to the rental contract at a cost of 4.99 USD excluding tax each, per day each day per rental, provided that any additional names driver meets the driving license criteria. Additional drivers can only be added for the full duration of the rental. All insurance cover as part of the rental contract will become void if an unauthorized driver has used the vehicle or if the driver of the vehicle does not possess the required driving license at the time of the event giving rise to claim.

**ONE WAY RENTALS.** One-way rentals are not allowed. Out of Hours. Out of Hours returns are allowed, customer will drop off the vehicle keys at the designated key drop box, and rental agreement will be closed the next following business day. Out of Hours collections are not allowed.

**ADMINISTRATION FEES.** Any traffic violation fines (including parking tickets, speeding tickets, and others) will incur an Administration fee of 100.00 USD per violation, plus violation. All fees are taxable.

**EARLY RETURN.** There is no refund or credit on early returns

**CROSS BORDER / STATE LINES FEES.** Vehicles cannot be taken out of the state of Florida. Should a customer cross a border or a state line, then a fine of 3,000.00 USD is payable and the customer agrees to immediately pay this.

**PETS.** No pets allowed in the rental vehicles. Should it be found that a customer has had pets in the vehicles such as pet hair or any residue a cleaning charge of 500.00 USD will be applied.

**SMOKING.** There is a clear no smoking / vaping policy in the rental vehicles. Should it be found that a customer has been smoking in the vehicles such as smoke odor or any residue a cleaning charge of 500.00 USD will be applied.

While marijuana is a legal substance in several U.S. states, use of this product while operating a vehicle is strictly prohibited and will void any coverages included with your rental whether purchased from us or through a 3rd party. In addition, the renter will not be permitted to rent from F Express Rental Car in the future.

**CLEANING.** We charge 250.00 USD if the car is returned extremely dirty or with sand inside.

**LATE RETURN POLICY.** For a Late Returning customer, a grace period will be allowed of 60 minutes from the specified drop off time on the voucher. If you have further delays, please inform the branch as soon as possible. Failing to inform the branch and going past the grace period you will be charged a daily rental charge at the current time and not at the booking rate.

**DUPLICATE RESERVATIONS.** In case that you have duplicate reservations, the system will cancel the cheapest one.

**CLIENT MORE THAN 2 HOURS AFTER PICKUP TIME OR DELAYED.** If we have been given the flight number, we will monitor all flights for any delays and keep the car for the customer in opening hours, if customer is delayed and arrives when the branch is closed, they can collect the car the next morning, we will keep the car for them until midday the next morning. If no flight number has been given and the customer has not contacted us at the branch, then we will only keep the car for the customer for 2 hrs after their booking collection time and we will be charging the full reservation amount.

**CANCELLATION FEE.** If for any reason you do not rent with us and you cancel up to 48 hours (about 2 days) prior to scheduled pick-up time, a fee of 75.00 USD will be charged. If you need to cancel within the 48-hour period prior to the scheduled pick-up time, no portion of the prepaid amount will be refunded. This fee will not be charged if your flight is cancelled, and the airline and flight number are in the reservation prior to your scheduled pick-up, and you reschedule the reservation with us. Or you can use 100% of your payment to make another reservation with us.

**OVERSTAY.** Online rates are valid only for the period of the online reservation, extensions may be subject to rate adjustments on a case-by-case basis.

**UNLIMITED MILEAGE.** The price quoted includes Unlimited Mileage, please note that this is subject to our fair usage policy. It is prohibited to use the vehicle to provide transportation network services (I.E., Uber or Lyft), food or delivery services (I.E., Uber Eats, Postmates, Instacart), or for any other commercial purpose.

**SUNPASS.** This is optional, and the client can decline the SunPass at the rental desk. All our vehicles are registered under our corporate SunPass account and customers cannot use their own SunPass. If any damage is found to the SunPass transponder fitted in the vehicle there will be a charge of 250.00 USD to cover the cost.

**TOLL ROADS AND FEES.** The customer is responsible for the payment of all tolls incurred during the rental period. For the customer's convenience we can offer them SunPass, an electronic toll payment service whereby all toll charges and related toll fees incurred during the rental period for all roads are set forth and covered. Option 1: Fully paid SunPass: 9.99 USD per day excluding tax This covers you for all toll charges completely. Option 2: Part paid SunPass: 4.99 USD per day excluding tax. Plus, you will be charged for all the tolls you use. Option 3: Decline the SunPass: This option if the customers decline the SunPass then they agree to Pay a penalty fee of 25.00 USD excluding tax, plus the tolls cost for every day you cross one... If any damage is found to the SunPass transponder fitted in the vehicle there will be a charge of 250.00 USD to cover the cost.

**COLLISION DAMAGE WAIVER (CDW).** A 3,500.00 USD deductible Collision Damage Waiver is not included in the costs of the rental. Please note: In common the coverage does not cover damage to windows, lockbox, fob pouch, tires, the roof, underside & interior of the vehicle, towing charges or damage caused negligently, willfully, or recklessly as well as keys, car documents, manual, lighter, wiper blade, cargo cover, tool kit, or registration plates or any parts stolen / missing for the interior and exterior.

**LOSS DAMAGE WAIVER (LDW).** A 3,500.00 USD deductible Loss Damage Waiver is not included in the costs of the rental. Please note: In common the coverage does not cover damage to windows, lockbox, fob pouch, tires, the roof, underside & interior of the vehicle, towing charges or damage caused negligently, willfully, or recklessly as well as keys, car documents, manual, lighter, wiper blade, cargo cover, tool kit, or registration plates or any parts stolen / missing for the interior and exterior.

**LOST KEYS OR FOBS.** The Lost key charge from 600.00 USD plus tax is applied (subject to vehicle model) if keys or fobs are lost or severely damaged, plus keys / fobs delivery cost or vehicle towing cost to our nearest location. If you locked the keys or key fobs inside the vehicle and request an assistance from us, we will charge you for the cost of delivering replacement keys (key fobs) or unlocking the Vehicle or towing the Vehicle to our nearest location depending on circumstances. All these charges can be deducted from your security deposit.

**REFUELING REQUIREMENTS ON RETURN.** The vehicle fuel policy is back-to-back if we provided with a full tank must be returned with the same amount to avoid additional charges. If the car is returned with a lesser amount of fuel, a refueling charge of 9.99per/gallon USD will be charged, plus convenience fee of 15.00 USD. Any unused fuel is not refundable.

**ID.** Requirements The customer must bring a valid driver's license, no temporary licenses will be accepted and Passport or Identification card. A valid credit card or debit card in the name of the main driver must be provided at the time of the rental.

**OTHERS INFORMATIONS.** All costs derived from the incorrect use of /or lack of petrol are not included. F Express Rental Car is not to be held liable for items stolen, forgotten, or lost inside the vehicle. It is recommended that the customers have these items covered through personal travel insurance. The loss of the vehicle documents is not covered. Damages or costs deriving from customers loading the car with more than the stated capacity or taking vehicles "off-road" (unpaved roads) will be the customer's responsibility. No insurance will cover customers driving under the influence of alcohol or drugs, and/or found using their mobile phone at the time of an accident. The vehicles displayed and models listed are the most common vehicles used by our car rental partners. We cannot guarantee the make/model or traction of the rental vehicle will be the same as the vehicle displayed on our website.

**IN THE EVENT OF AN ACCIDENT.** In the event of an accident the customer must return the vehicle along with a police report and a claim number (the customer must initiate the claim through their insurance, if the customer opted to use their own insurance). If the customer does not provide a police report, all insurance purchased under F Express Rental Car will be considered canceled.

**DRIVER LICENSE.** Drivers must present a fully valid national driver's license at the time of rental with no major endorsements and must have held the license for a minimum period of 1 year. An international driving license is required for customers whose license is not written in the Roman alphabet. (Arabic, Chinese, Japanese, and Cyrillic etc.). For driving licenses from countries not part of the international driving license treaty, an official translation of the license must be presented with the original license. Original license without translation will not be accepted and the rental reservation may be cancelled.