

CAR RENTAL AGREEMENT

PARTIES

- This Car Rental Agreement (hereinafter referred to as the **"Agreement"**) is entered into on _____ (the **"Effective Date"**), by and between _____, with an address of _____ (hereinafter referred to as the **"Owner"**) and _____ with an address of _____ (hereinafter referred to as the **"Renter"**) (collectively referred to as the **"Parties"**).
- This contract outlines the respective rights and obligations of the Parties.

RENTAL VEHICLE SPECIFICATIONS

Specifications	
Make	
Year	
Model	
Color	
Mileage/Kilometrage	
VIN	

RENTAL TERM

- The Owner agrees to rent the Rental Vehicle for an estimated period from _____ to _____.

RENTAL FEES

- The Parties hereby agree to the Rental fees as follows:

Fee Type	Fees
Fees per day/week	
Fuel	
Excess mileage/kilometrage	

MILEAGE/KILOMETRAGE

- The Renter agrees to obey the following mileage/kilometrage limit for the Rental Vehicle

_____ miles/kilometers.

The Parties agree that there is no mileage/kilometrage limit for the Rental Vehicle.

SCOPE OF USE

The Parties agree that the Rental Vehicle is only to be used for the purpose of personal and/or business use and that proper maintenance and care will be applied to the Rental Vehicle.

The Renter agrees to comply with the insurance applicable laws.

The Renter agrees that only the persons enlisted below will be allowed to operate the Rental Vehicle.

1. _____
2. _____
3. _____

SUBLEASE OF RENTAL VEHICLE

The Parties agree that the Rental Vehicle will, under no circumstances, be subleased.

EXISTING DAMAGE TO VEHICLE

The Parties agree that they acknowledge the existing damages that Rental Vehicle has and that such are enlisted below.

1. _____
2. _____
3. _____
4. _____
5. _____

INSURANCE

The Renter agrees to provide the Owner with proof of insurance covering personal injury to the Renter, to the Rental Vehicle, Rental Vehicle passengers and other persons and/or property.

The Parties agree that in case of an occurring damage to the Rental Vehicle during the Renter's possession of the Rental Vehicle, the Renter will pay, if any, required insurance and will assign the Owner with the right to collect insurance.

SECURITY DEPOSIT

The Parties agree that a security deposit of _____ will be provided and used by the Owner in the event of damage and/or loss of the Rental Vehicle by the Renter.

INDEMNITY

The Parties agree not to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this Agreement hereby in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any arising reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of or the breach of this Agreement by the party that is indemnified, its successors and assigns that occurs in terms of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of _____.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to _____ (Arbitration/mediation/negotiation) (Circle one) in accordance with, and subject to the laws of _____.

AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement

ASSIGNMENT

The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

OWNER

DATE

RENTER

DATE
