

Condition of Rented Automobile (“Auto”). Customer acknowledges that the Rented Automobile (“Auto”) has been delivered to Customer in good condition by Atkins Kroll, Inc. dba Toyota Rent a car (“TRAC”). Customer agrees to return the Auto in the same condition.

Authorization to Charge Customer’s Credit Card. Customer authorizes TRAC to charge Customer’s credit card for all charges owed to TRAC by Customer under this Agreement, including but not limited to rental fees, gasoline, towing, lost and/or damaged keys, detailing fees and uninsured damage to the Auto.

Damage to the Auto. Except as stated under “Insurance for the Auto,” below, Customer is responsible for and agrees to reimburse TRAC for **ALL** uninsured damage to the Auto or any part of the Auto occurring during the rental period, whether or not such damage is caused by Customer, another driver, collision of the Auto, roadway conditions, vandalism, theft of the Auto, acts of God, Typhoons, earthquakes, flood, lightening, or other forces of nature, or by any cause whatsoever. Customer authorizes TRAC to charge Customer’s credit card for all uninsured damage to the Auto. All repair estimates for damage to the Auto shall be prepared by TRAC and all repairs shall be performed by TRAC.

Insurance for the Auto. Customer acknowledges that TRAC does not maintain collision or comprehensive insurance coverage on TRAC-owned vehicles. Unless Customer has purchased CDW as defined below, customer is responsible for all damage to the Auto.

Collision Damage Waiver (“CDW”) for Auto to Auto Collisions. CDW is a waiver of TRAC’s right to charge Customer for damages to the Auto caused by the actual physical collision of the Auto with another vehicle. Customer acknowledges that even if CDW is purchased, CDW does not relieve Customer from the obligation to pay for damage to the Auto that is not caused by the actual collision of the Auto with another vehicle. CDW does not cover damage to the Auto (a) caused by drivers who have not been authorized or approved by TRAC, (b) while the Auto is being operated in violation of the terms of this Agreement, (c) while any person operating the Auto under the influence of alcohol or any drugs or controlled substances, or (d) that is not evidenced by a valid police report. **Customer acknowledges that CDW does NOT apply to interior stains in the Auto, or to damage to the Auto’s wheels, tires, rims or windows, or to damage caused by vandalism or by a hit-and-run driver.** Customer must reimburse TRAC for all damage to the Auto arising from all such causes even if CDW is purchased.

Customer understands and agrees that if the Auto is rented with a debit or check card, purchase of CDW is mandatory.

If CDW is purchased, Customer is liable for the first **\$1,000** in damages to the Auto.

Personal Accident Insurance (“PAI”). PAI is automobile liability insurance that insures Customer against claims for third party personal injury and property damage arising from Customer’s operation of Auto. TRAC is not an insurance company. If Customer purchases PAI, Customer will have automobile liability coverage through a licensed insurance company with policy limits complying with local mandatory minimum automobile liability insurance laws.

CDW and PAI Purchased through TRAC are Excess over Other Available Insurance. Customer Agrees that CDW and PAI purchased through TRAC is excess insurance coverage over any other insurance coverage available to Customer.

Insurer-Authorized Rental. If Customer is renting the Auto with authorization from an insurance company, CDW will be provided to Customer at no charge. Customer shall be the only authorized driver of the Auto under this section of this Agreement. Customer shall pay an additional flat fee of \$14.95 for additional authorized drivers.

Government Rental. If Customer is a federal government employee with government or military training orders or travel authorization, the Government Administrative Rate Supplement (“GARS”) fee of \$5.00 per day will be added to Customer’s Auto rental fees.

Use of Auto. Customer agrees that the Auto shall not be used for any illegal purpose, racing, towing, commercial freight purpose, off road recreation, or transport of flammable or hazardous material or waste. Customer will reimburse TRAC for all damages, attorney fees and cost TRAC may suffer arising from a violation of this section of this Agreement.

Accidents. Customer must report all accidents to TRAC and the police within 24 hours after the accident. Customer shall assist TRAC in the investigation, defense of prosecution of all claims. Customer shall not enter into any settlement agreement with any third party after an accident without TRAC’s written consent.

Indemnity. Customer agrees to defend indemnity and hold TRAC harmless from and against any bodily injury or property damage claims arising from Customer’s use of the Auto, including TRAC’s attorney fees.

Traffic and Parking Tickets. Customer is responsible for paying all parking and traffic violations arising from the use of the Auto.

Gasoline. Customer must return the Auto with gas tank full. Customer agrees to pay \$20.00 per one eighth of a tank of gas if TRAC must refill tank.

Theft of Personal Items. TRAC is not liable for thefts of personal items from the Auto.

No Smoking & Foul Odors. No smoking in the Auto. Customer agrees to pay vehicle reconditioning fee of \$250.00 should the Auto be returned with excessive sand, smoke or foul odors in the interior of the Auto.

Failure to Return Auto on Time. If Customer fails to return the Auto when scheduled, Customer shall pay one full day’s rental for each day the Auto is not returned.

No Off-Road Driving. The Auto must be driven at all times on paved, government-owned roads. Customer is liable to TRAC for all damage to the Auto caused in whole or part by a violation of this clause of this Agreement.

Disputes and Attorney Fees. IF THERE IS ANY LITIGATION BETWEEN TRAC AND CUSTOMER ARISING FROM THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEY FEES AND COSTS OF SUIT FROM THE OTHER PARTY. IN THE EVENT OF SUCH LITIGATION, CUSTOMER AGREES THAT THE LITIGATION SHALL BE HEARD AND DECIDED BY A JUDGE, NOT A JURY. TRAC AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY.

Entire Agreement. This Agreement constitutes the entire agreement between TRAC and Customer. This agreement may only be modified in a writing executed by TRAC and Customer.

SIGNATURE. BY MY SIGNATURE BELOW, I CERTIFY AND REPRESENT TO TRAC THAT I HAVE READ AND UNDERSTAND THIS ENTIRE PAGE OF THIS AGREEMENT, AND AGREE TO PAY ALL SUMS REQUIRED HEREBY.

Signature

Date