

Licensee hereby rents to the Customer identified on page 1, the vehicle described, subject to all the terms and provisions of this agreement

1. Customer has Liability, Comprehensive, and Collision (Full Coverage) Insurance and will be the primary coverage of this vehicle while on rent.
  - a. To any obligation for which the customer or any driver of the vehicle or the employer of either or any insurance carrier, may be held liable under any workers' compensation or disability benefits or similar law
  - b. To any obligation assumed by the customer or any driver under any expenses or implied contract
  - c. To any liability of customer or any driver, or any employer of either, arising while the vehicle is being used in violation of any of the limitations set forth in Paragraph 3;
  - d. Unless otherwise required by law, to medical payments required by persons sustaining injuries while riding or alighting from or getting into or on the vehicle.
2. Physical Damage Waiver Conditions. This coverage applies only to the deductible that is carried on the renters insurance policy to a maximum of \$500.00. The renters insurance company shall remain primary coverage of the rental vehicle the entire time of possession by renter.

The renter also agrees to file any claim with his or her insurance carrier in the event of any loss, and shall not use this waiver as a condition in not filing said claim.
3. Drivers: In no event shall the vehicle be used, operated or driven by any person other than (1) Customer, or (2) qualified licensed drivers whose names appear on Page 1 hereof.
4. Prohibited Use. The vehicle shall NOT be used:
  - a. For the transportation of persons or property for hire
  - b. In any race, test, or competitive event
  - c. Outside the United States without first obtaining written Licensee's written permission
  - d. By any person not specified on paragraph 2 above
  - e. In violation of any federal, state or local laws. (If customer is negligent or violates any of the state vehicle codes or is under the influence of alcohol or drugs, the Customer is totally responsible for all damages to the Vehicle and for any other claims by any other parties.)
  - f. To push or tow any vehicle

IN NO EVENT SHALL CUSTOMER SUB-RENT OR RE-LEASE THE VEHICLE TO ANOTHER PERSON OR CORPORATION. If the vehicle is obtained from Licensee by fraud or misrepresentation or is obtained or sued in furtherance of an illegal purpose, all use of the Vehicle is WITHOUT LICENSEE'S PERMISSION. The foregoing conditions are cumulative and each of them shall apply to every use, operation or driving of the vehicle
5. Return of Vehicle. This agreement is one of rental only. The vehicle is the property of the licensee and shall be returned to the Licensee's address or at a place designated by Licensee, and on the date shown on page 1, or earlier if demanded by licensee, together with all tires, tools, accessories and equipment in the same condition as when received, ordinary wear and tear excepted. If the rented vehicle is returned to Licensee at any place other than that listed herein, Customer agrees to pay a return service charge of \$8.00 per mile. Licensee, or any of its agents or employees, may peacefully repossess the Vehicle without demand, wherever found and terminate this rental agreement if the vehicle is illegally parked, is used in violation of law or this agreement, or was obtained as the result of any misstatement or fraud, or is apparently abandoned. Licensee shall not in any way be liable to Customer for damages resulting from such repossession nor shall it be responsible for the loss or damage to any property of Customer Contained therein.
6. Amount Due. Customer shall pay all charges shown on Page 1 when due. In default of any payment customer shall pay all of Licensee's Costs and expenses of collections including collection agents fees and reasonable attorney fees.
7. Operation of Vehicle. Customer will pay for all his costs of operating the vehicle. If the vehicle becomes inoperable, the customer shall immediately notify licensee. Rental shall be abated proportionately for the period of inoperability. Licensee shall not be liable for any loss of business, or loss of use of any other damage caused by the failure of the vehicle to operate. The vehicle is registered to operate on the highway under the law of the State of Maine and is properly inspected. Customer shall return vehicle for re-registration or re-inspection prior to their expirations.
8. Licensee shall not be responsible for any damage to property placed in vehicle.
9. Vehicle Insurance. Licensee has automobile liability insurance with limits as required by law. If customer has such insurance than the Licensee's policy shall be secondary coverage and the Customer's policy shall be primary coverage. LICENSEE'S POLICY SHALL NOT APPLY:
  - a. To any obligation for which the customer or any driver of the vehicle or the employer of either or any insurance carrier, may be held liable under any workers' compensation or disability benefits or similar law
  - b. To any obligation assumed by the customer or any driver under any expenses or implied contract
  - c. To any liability of customer or any driver, or any employer of either, arising while the vehicle is being used in violation of any of the limitations set forth in Paragraph 3;
  - d. Unless otherwise required by law, to medical payments required by persons sustaining injuries while riding or alighting from or getting into or on the vehicle.
10. Indemnity. Customer releases and holds Licensee, its agents and employees, harmless from all claims for loss or damage to any property of Customer or any other person left it, on, or about the vehicle, either before or after its return to Licensee, or on the Licensee's premises, without regard to any negligence by Licensee or any of its agents or employees. Customer shall not defend, indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, injuries, claims, demands, costs, and expenses arising out of the use or possession of the Vehicle including, but not limited to any and all fines, penalties, and forfeitures imposed under any Federal, State, Municipal, or other insurance policy provision, and to the extent not covered by insurance any claims of, or liabilities to, third persons arising out of the abandonment, conversion, secretions, concealment or unauthorized sale of the vehicle by Customer or its drivers, agents or employees, or the confiscation of the Vehicle by any governmental authority for illegal or improper use of the vehicle. Additionally, Customer shall indemnify and hold licensee harmless for any loss, liability and expense in excess of the limits of liability provided herein as a result of bodily injury, death, or property damage arising out of the use or operation of vehicle.
11. No Agency. Neither customer nor any other driver of the vehicle shall be or is deemed to be the agent, servant, or employee of Licensee for any reason or for any purpose. During the term of this agreement, Customer completely assumes full responsibility for the vehicle to the public and any regulatory body having jurisdiction.
12. Repairs. Customer shall not permit any repairs to the vehicle or suffer any lien to be placed upon it without Licensee's consent. Customer shall be liable for any such repairs.
13. Accidents. Customer shall immediately report and accident to Licensee and deliver to Licensee or its insurer if so wanted by Licensee, every process, pleading, notice, or paper of any kind received by Customer or any driver of the vehicle relating to any claim, suit or proceeding connected with any accident or event involving the vehicle. Neither Customer nor any driver of the Vehicle shall aid or abet the assertion of any such claim, suit or proceeding and shall cooperate fully with Licensee and its insurer in investigating and defending the same.
14. Credit Charges. In the event Customer directs Licensee to bill charges hereunder to any other person, or organization, such person or organization and Customer shall be jointly and severally liable for all such charges. CUSTOMER EXPRESSLY AUTHORIZES LICENSEE TO PROCESS A CREDIT CARD VOUCHER, IF ANY, IN HIS NAME FOR CHARGES MADE HEREUNDER.
15. Customer shall be liable for all damages or loss from any causes to the vehicle or its accessories until returned to the Licensee
16. Renter agrees not to travel with this Vehicle beyond a 100 mile radius of Auburn, Maine. If vehicle is taken beyond 100 mile radius of Auburn, Maine, renter will be responsible for any breakdown, damages and return of vehicle regardless of cause.
17. Audit. The Licensee reserves the right to make a final audit of the rental agreement. Damages, fuel, rental, mileage, and ect. are subject to a final audit within a reasonable time period after the rental vehicle has been returned.
18. Cleaning/ Smoking. A minimum of \$100.00 will be applied to the rental bill for having evidence of smoking, excessive dirtiness, stains, and animals.