

This Car Rental Agreement is entered into between **ATC Access, LLC** ("Owner") and _____ ("Renter") (Collectively the "Parties") and outlines the respective rights and obligations of the Parties relating to the rental of the car.

1. Identification of the Rental Vehicle

Owner hereby agrees to rent to Renter a passenger vehicle identified as follows:

Make:

Model:

Year:

VIN:

Color:

(Here in after referred to as "Rental Vehicle").

2. Rental Term

The term of this Car Rental Agreement runs from the date and hour of vehicle pick up as indicated just above the signature line at the bottom of this Car Rental Agreement until the return of the vehicle to Owner, and completion of all terms of this Car Rental Agreement by both Parties. The estimated rental term is as follows:

Estimated start date: _____

Length of term: **Weekly rental**

Pick up location: _____

Drop off location: _____

The standard rental term will be for one week with the possibility of extending by mutual consent. If the rental term is extended beyond 2 weeks, then the renter shall bring in the vehicle for inspection every two weeks. **Minimum 4 day notice** is required if you would like to return the vehicle.

3. Who May Drive the Rented Vehicle

You represent that you have a valid, in-state driver's license and that you are age 25 or older. You agree that we have the right to verify that your license has been validly issued and is in good standing and must have three or more years of unrestricted driving history and no infractions on your Motor Vehicle Report. We may in our sole discretion refuse to rent to you if your license has been suspended, revoked, otherwise restricted in any way. Except where otherwise specifically authorized by applicable law, **only you may drive the Rental vehicle at all times.**

4. Scope of Use

Renter will use the Rented Vehicle only for use on the UBER Platform, and operate the Rented Vehicle only on properly maintained roads and parking lots. The Renter will be an independent "UBERx" partner driver authorized to use the **UBER Platform only**. The renter shall have completed both the online PASS training as well as the Hands on PASS training and is required to present his/her PASS certificate prior to rental. Renter will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. Renter will not sublease the Rental Vehicle or use it as a vehicle for hire for any other company besides for **UBER Platform rides only**. Renter will not take the vehicle outside of a 100 mile radius of "Owners" location or will not cross states lines into Indiana or Wisconsin.

Primary vehicle operator:

DL#:

5. Mileage

Mileage of the Rental Vehicle will be recorded to the owner on a weekly basis. If the rental is longer than one week, then the renter shall take a picture of the odometer and send via text or email to the operations manager. Any excessive mileage or ABUSE beyond industry standard will result in termination of the rental agreement. Mileage is to be strictly limited to **less than 1000 miles/ week**. The first 50 miles above 1000 miles will be charged at 35 cents per mile. Anything above 1050 miles will be charged 50 cents per mile.

6. Rental fees

Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:

Base one week rental fee plus any applicable tax: _____

Commercial Insurance non-refundable deposit for deductible: \$100 _____

- A) Renter shall return the vehicle with the same amount of fuel as at the beginning of the rental which will be ½ tank of fuel. If the renter does not return the vehicle with at least ½ tank of fuel then Owner will have the right to charge a fueling fee of \$50 to the credit card on file.
- B) You will also pay a reasonable fee for cleaning the rental vehicle's interior upon return for excessive stains, dirt or soilage attributable to your use as determined solely by ATC Access.
- C) If key(s) are not returned with the vehicle, you may be charged an additional fee.

- D) We maintain a non-smoking fleet. You will pay an additional charge if you return the car and it smells of smoke.
- E) If you use a rental vehicle with automatic toll, you are required to make the payment online the same day. We have the right to bill the credit card on file for all tolls incurred during your rental, any related fees, charges and penalties. There will be a \$5 service fee per toll if ATC Access has to make the payment for you. **If you lose the IPASS device we give you, ATC Access will charge the credit card on file \$50. Otherwise you are required to have your own IPASS device and are responsible for all toll fees.**

Renter shall pay other charges in accordance with this Agreement due upon return of Vehicle, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any.
- b) applicable taxes.
- c) loss of, or damage or repair to the Vehicle, loss of use, diminution of the Vehicle's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses; Renter authorizes Owner to charge \$1000 (one thousand) insurance deductible on the payment method on file.
- d) daily rent plus \$50 opportunity cost fee for late return of the Vehicle or the highest amount allowable under law.
- e) unless due to the fault of Owner, all fines, penalties, traffic and/or parking violations, court costs, towing charges, IPass and other expenses relating to the Vehicle assessed against Owner or the Vehicle during the rental Term.
- f) all expenses Owner incurs related to Renter's failure to return the Vehicle, including but not limited to costs of locating and recovering the Vehicle.
- g) 1.5% interest per month, or the maximum amount allowed by law, for monies 5 days past due. A **\$50** late payment penalty will applied to all late rental payments.
- h) all costs incurred to collect unpaid monies due
- i) Fifty dollars (\$50.00) or the maximum amount allowed by law, whichever is greater, for Renter's payments that are stopped, rejected for non-sufficient funds, or any other reason.
- j) If you default or miss two payments, you will be immediately terminated from the WAV program and are required to return the vehicle. If you do not return the vehicle a police report will be made to report a "stolen vehicle" which will appear on your permanent record.

7. Credit Card information

Renter will be required to provide a valid credit card to the Owner to be used in the event of loss or damage to the Rental Vehicle during the term of this Car Rental Agreement for the minimum deductible of \$1000. Owner may, in lieu of collection of the deductible, place a hold

on a credit card in the same amount. In the event of damage to the Rental Vehicle, Owner will apply this deductible to defray the costs of necessary repairs or replacement. The renter must notify the owner of any changes in the credit card status and must keep it updated. Please also reference **Section 8** with credit card information.

8. Return of the Rental Vehicle

You agree to return the rental vehicle to us in the same conditions you received it on the date, at the time, and to location specified in the rental agreement. You must return in sooner on our demand. If you return it later, a different or higher rental rate may apply and we have the right to charge a late return fee to the credit card on file. You may not return the rental vehicle at a time not agreed upon by us. If you do, your responsibility for damage to or loss of the rental vehicle will continue and all charges stated on the rental agreement as a periodic rate will continue to accrue until we retake actual possession of the rental vehicle. If you wish to extend any rental beyond the agreed terms, you must notify us 48 hours before the agreed return date. We may or may not grant an extension or decline to grant if for the entire period you request, in our sole discretion. The rental vehicle must be returned to the agreed location as specified on the rental agreement. If return is indicated to a location other than the location where your rental commences, you may have to pay a "one way service fee" of \$50. If you return the car to a different location from the agreed return location without our permission, you agree to pay the "Unauthorized return location fee" specified by us.

9. Repossessing the rental vehicle

We can repossess the rental vehicle at any time in our sole discretions for reasons that include, but are not limited to the following: it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. You agree that we do not need to notify you in advance. If the rental vehicle is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit card on file.

10. Use of GPS Tracking Devices

We have the right to use GPS technology to track or locate rented vehicles which may be reported stolen, suspected of being stolen or as may be required by law enforcement, or to identify vehicles which have been damaged and may require roadside assistance, when we in good faith believe that there is an emergency that poses a threat to the safety of the driver or another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. In addition, if equipped and where permitted by law, the GPS device in the rental vehicle, in connection with your smart phone, may also be used to process the rental including when your rental may start, when it may end, the fuel levels in the rental vehicle and the mileage on the rental vehicle.

11. Prohibited Use of the Rental Vehicle

A violation of this paragraph, will automatically terminate your rental, and is an exclusion to an voids all liability protection and any optional services that you have accepted, including but

not limited to additional liability insurance, personal accident insurance, personal effects protection, extended roadside assistance, loss damage waiver or partial damage waiver. It also makes you liable to us for all penalties, fines, forfeitures, liens and recovery and storage costs, including all related legal expenses, fees and costs that we may incur.

It is a violation of the paragraph if:

- a. You use or permit the rental vehicle to be used : 1) by anyone other than yourself who is the authorized driver as defined in paragraph 4; 2) to tow or push anything; 3) to be operated in a test, race or contest, or on unpaved roads; 4) while the driver is under the influence of alcohol and/or a controlled substance; 5) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a controlled substance or contraband; 6) recklessly or while overloaded; 7) if the rental vehicle is driven over state lines without prior authorization. 8) If you use any other ride share platform besides the UBER platform.
- b. You, the authorized driver: 1) fail to promptly report any damage to or loss of the rental vehicle when it occurs, or when you learn of it and provide us with a written accident/incident report as per our policy or fail to cooperate with our investigation; 2) Where required by law, fail to report an accident to law enforcement; 3) obtained the rental vehicle through fraud or misrepresentation; 4) leave the rental vehicle and fail to remove the keys or close and lock all doors, close all windows and the trunk and the rental vehicle is stolen or vandalized; 5) intentionally or with willful disregard cause or allow damage to the rental vehicle, or 6) return the rental vehicle after hours and the rental vehicle is damaged, stolen or vandalized or otherwise failed to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices.
- c. Driving or operating this rental vehicle accompanied by any other persons, other than UBER platform ride share clients. The driver must utilize a hands free device or Bluetooth technology when using a mobile phone while driving or pull off the road to a safe area if they do not have a hands-free device or Bluetooth technology. Drivers are not permitted to use headphones while driving. Driver cannot be text messaging while driving or operating the rental vehicle. **Any of these violations shall be deemed a breach of this contract.**

12. Insurance

If the Rental Vehicle is damaged or destroyed while it is in the possession of the Renter, Renter agrees to pay any required insurance deductible as stated in Section 6 and also assign all rights to collect insurance proceeds to Owner. If the renter is using the vehicle while using the ride share application, the Owner's insurance will not be in effect. The drivers and/or ride share insurance would need to provide insurance coverage during that period.

13. Indemnification

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the

term of this Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, or other citations received while in the possession of the Rented Vehicle. The Owner will have the right to charge these fees to the credit card on file.

14. Representations and Warranties

Owner represents and warrants that to Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than notated by separate Existing Damage document and pictures.

15. Jurisdiction and Venue

In the event of any dispute over this Car Rental Agreement, this Car Rental Agreement will be interpreted by the laws of the State of Illinois, and any lawsuit or arbitration must be brought in Lake County of the State of Illinois. If any portion of this Car Rental Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

16. Entire agreement

This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below.

TIME AND DATE OF VEHICLE PICK UP:

TIME: _____

Date: _____

Renter's Signature _____

Renter's
address _____

Renter's phone _____

Renter's email _____

ATC Access, LLC Signature _____

Office phone 847-350-9011

Date: _____

APPENDIX A (Payment Claus)

Payment to ATC Access, LLC will be made by direct deposit/ withdrawal of funds from renter's bank account. If the withdrawal does not go through, the Owner is authorized to use the credit card on file to pay the weekly rental rate plus any applicable taxes and transaction costs. A \$50 late payment fee will also be charged for every week the payment is late. **If you default on two payments, then you will be immediately terminated from the WAV program. Your instant pay will also be shut off if you miss two payments.**

Renter's signature _____

ATC Access signature _____

APPENDIX B (Maintenance Claus)

The Owner has the right to notify the renter when oil change and basic maintenance on the Rental Vehicle is due at the Owner's discretion. Upon request from the Owner, the renter will be responsible to take the Rental vehicle to an assigned mechanic/ facility to get the oil change and basic maintenance completed with an approved amount. The Owner shall credit the Renter upon presentation of a valid receipt from the assigned mechanic/ facility. Any other work needed on the rental vehicle outside of basic oil changes and maintenance shall be discussed with the Owner **for prior authorization**. If renter fails to bring in the vehicle for the scheduled two week inspection with Charles, **the renter will be charged a \$50 rescheduling fee.**

Renter's signature _____

ATC Access signature _____