

**CLASSIC CARS AND BYWAYS, INC.
RENTAL AGREEMENT
6 GLASTONBURY OVAL, NEWTON, MA 02468**

Your Name (the "Driver")

Vehicle Make

Year

Home Address

License No.

Color

City State Zip

Date/Time Out

Date/Time Due In

Phone # Email

Date/Time Returned

Excess Time Charge

Drivers License # State

Mileage Out

Mileage In

Exp. Date DOB

Miles Driven

150 miles per day
Miles Allowed

YOUR INSURANCE IS THE ONLY INSURANCE COVERAGE IN FORCE WHEN RENTING THIS VEHICLE

Excess Miles

Mileage Charge
@ \$.50/mile

Insurance Co. Policy #

Gas Out/Gas In (Please use 93 Octane)

Fuel Charge

Agent Phone

RENTAL RATES

CHARGES

IF YOUR INSURANCE FAILS FOR ANY REASON TO PROVIDE COVERAGE, YOU SHALL BE RESPONSIBLE FOR ALL DAMAGE AND CLAIMS, including personal injury, property damage or public liability.

Daytime (9 am-8 pm) @ _____ \$ _____

_____ Days @ _____ \$ _____

_____ Weekends @ _____ \$ _____

_____ Weeks @ _____ \$ _____

_____ Other @ _____ \$ _____

No person other than you and the person listed below may operate this Vehicle.

Total Mileage and Rental Charges \$ _____

Other Charges \$ _____

Additional Driver Lic. # DOB

Less Deposit \$ _____

This vehicle is NOT covered for public liability and property damage insurance by Classic Cars and Byways, Inc. You are responsible for filing all liability claims with your own insurance provider.

TOTAL AMOUNT DUE \$ _____

Authorized states: _____

Authorized driving radius: _____

You are responsible for ANY and ALL physical damage to the vehicle.

VEHICLE CONDITION

I have read and agreed to be bound by the terms and conditions on all pages of this agreement.

Exterior OUT _____ IN _____

Interior _____

Glass _____

Top/Cover _____

Your Signature Date

Your initials _____ Checked In _____

Classic Cars and Byways Agent Date

DRIVE SAFELY AND HAVE FUN!

TERMS AND CONDITIONS OF CLASSIC CARS AND BYWAYS, INC. RENTAL CONTRACT

Classic Cars and Byways, Inc. ("Classic Cars") rents to You, the vehicle described on the reverse side of this Agreement. "You" or "Your" means the person or organization identified as the Driver on the reverse side of the Agreement, any person signing the Agreement, an Additional Authorized Driver, and any person or organization to whom charges are billed by Classic Cars at its or the customer's direction. All persons referred to as "you" or "your" are jointly and severally bound by the Agreement. "Classic Cars" means the business and its agents and employees named on the reverse side of this Agreement. Collectively, You and Classic Cars shall be sometimes referred to as the "Parties". You and any additional driver agree to everything on BOTH sides of this agreement.

1. Condition and Return of Vehicle.

a. You acknowledge that Vehicle and other equipment belongs to Classic Cars and are in good condition, unless You notify Classic Cars to the contrary at the time of the receipt of the vehicle by You.

b. You must return the Vehicle to our office or other location we specified on the date and time specified in the Agreement and in the same condition that you received it, except for ordinary wear and tear. Time charges by the hour, mileage charges and a refueling charge will be assessed in accordance with the provisions this Agreement. Classic Cars or an agreed third party must check in the Vehicle and determine its condition. If Classic Cars has agreed that You may return the Vehicle when the rental office is not open, You will remain responsible for the Vehicle and its condition until it is inspected by Classic Cars. If the Vehicle is returned to a location other than Classic Cars renting office, You shall pay a drop-off charge to recover the costs of delivery of the Vehicle back to the renting office, and any additional recovery charges incurred. Classic Cars may repossess the Vehicle (without telling You and at Your cost) if it is illegally parked, used in violation of law or of this Rental Agreement, appears to be abandoned, or is not returned on the due back date.

c. You agree by Your signature on this Agreement, that You have read, are aware of and accept full responsibility for and are bound by the terms and conditions contained in this Agreement. You expressly acknowledge that You and Classic Cars are the only parties to this Agreement, notwithstanding that a reservation for Vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from this Agreement, You authorize Classic Cars to verify and/or obtain through credit agencies or other sources Your personal, credit and/or insurance information. This Agreement is the entire Agreement between You and Classic Cars and cannot be altered by another document or oral agreement unless agreed to in writing and signed by You and Classic Cars.

2. Definitions: For the purposes of this Agreement, the following terms are specifically defined:

"AGREEMENT" means this Rental Agreement and all the terms and conditions found on both sides of this form.

"AUTHORIZED DRIVER" means the customer and any ADD(s) approved by Classic Cars on this Agreement, provided that the customer and each ADD(s) are at least 25 years old and not more than 70 years old and possess a valid driver's license.

"ADDITIONAL AUTHORIZED DRIVER(S) or AAD(s)" means any individual in addition to You who is permitted by Classic Cars to operate Vehicle. This includes individuals, who meet the minimum rental age, hold a valid license are identified on the reverse side of this agreement as an Additional Driver;

"RENTAL PERIOD" means the period between the time You take possession of Vehicle until Vehicle is returned and checked in by Classic Cars;

"VEHICLE" means the "ORIGINAL VEHICLE" or any replacement vehicle(s) and all its tires, tools, accessories, picnic equipment, maps, keys and documents.

3. Payment Terms.

You agree to pay Classic Cars on demand for all charges dues under this Agreement including but not limited to:

- a. any deposits agreed to by the Parties;
- b. the time and mileage rental the parties have agreed to, including applicable taxes;
- c. charges for ADD(s), if applicable;
- d. charges for optional products or services purchased;
- e. fuel, if you return the Vehicle with less fuel than when rented;
- f. when the Vehicle is damaged, the cost of repairs if Classic Cars elects to repair the Vehicle, or the difference between the value of the Vehicle at the time of the rental and the actual cash value of the Vehicle after it is damaged, if Classic Cars elects not to repair it;
- g. a loss-of-income charge, when Classic Car demands it;
- h. all traffic, parking and toll violations, fines, penalties, forfeitures, court costs, towing charges and other expenses assessed against Classic Cars, unless these expenses are the fault of Classic Cars;
- i. expenses Classic Cars incurs in locating and recovering the Vehicle if You do not return it to Classic Cars; and
- j. all costs Classic Cars will incur in collecting payment from You or otherwise enforcing its rights under this Agreement, including, but not limited to, attorneys' fees and administrative fees.

A late charge of one and a half (1.5%) per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

If a credit card or debit card has been presented as a means of deposit or security, you authorize Classic Cars to submit for payment on such card(s) all amount owed under this agreement including if a third party to whom a billing was directed refuses to make payment. Classic Cars may use your deposit, if any, to pay any amounts owed to it under this Agreement.

4. Prohibited Uses.

a. The following acts are prohibited uses of the Vehicle and breaches of this Agreement.

The Vehicle shall not be operated:

- (1) by any person who is not an Authorized Driver;
- (2) by anyone who is not a qualified licensed driver at least 25 years of age and not more than 70 years of age;
- (3) by anyone that has given Classic Cars any false or misleading information;
- (4) by an Authorized Driver while legally intoxicated or under the influence of any illegal drug or chemical;
- (5) by anyone who is not sufficiently alert or capable of properly or safely driving the Vehicle;
- (6) to transport persons for compensation or as a school bus or for driver training; .
- (7) in any race, speed test training, contest or for any illegal purpose or to teach anyone to drive;
- (8) In any abusive, reckless or unlawful manner;
- (9) to carry passengers in excess of the number of seat belts provided by manufacturer;
- (10) to propel, push or tow any vehicle or trail;

(11) if the speedometer or odometer of the Vehicle has been tampered with, disconnected or is inoperative,

(12) by anyone who fails to pay rental charges,

(13) beyond a radius of one hundred and fifty (150) miles from our Office Location, or taken outside the Commonwealth of Massachusetts, without prior written consent of Classic Cars

(14) on an unpaved road or off-road.

(15) by anyone who leaves the keys in the Vehicle or fails to lock up or secure the Vehicle (valet parking excluded)

(16) to transport children without approved child safety seats as required by law.

(17) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

b. You are also prohibited from removing any seatbelts from the Vehicle and committing willful, wanton or reckless acts with Vehicle, from sub-renting or sub-leasing the Vehicle or failing to summon the police to any accident involving personal injury or property damage.

c. In the event of any violation of the limits on use or any other provision of this Agreement, Classic Cars automatically, without any further notice to You terminate your right to use Vehicle and Classic Cars retains other rights and remedies provided by law. Classic Cars has the right to seize Vehicle without legal process or notice to You hereby waive all claims for damages connected with such actions, and shall pay all expenses incurred by Classic Cars in returning Vehicle to the original rental office.

d. If You continue to operate Vehicle after the right to do so is terminated Classic Cars has the right to notify the police that the Vehicle has been stolen. You and hereby release and discharge Classic Cars from and against any such claims as a result of such notice, and agree to indemnify, defend and hold Classic Cars, its officers, directors, agents and employees, harmless against any liability arising from such notice.

5. Accidents. Damages to, loss or theft of Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. You must immediately deliver to the office where Vehicle was returned every process, pleading or paper relating to any claims, suits or proceeds related to such accident. In the event of a claim, suit or legal proceeding, You shall cooperate fully with Classic Cars and its agents, insurers and attorneys.

6. Damages to, Loss or Theft of, Vehicle and Related Costs. You accept responsibility for damage to, theft of, Vehicle or any part or accessory regardless of fault or negligence of You or any other person or act of God. You shall pay Classic Cars the amount necessary to repair Vehicle. You shall not have Vehicle repaired without permission from Classic Cars. If Vehicle is stolen and not recovered or Classic Cars determines Vehicle is salvage, You shall pay Classic Cars the fair market value less any sale proceeds. For purposes of this Rental Agreement, fair market value shall be the retail value of Vehicle directly preceding the loss. Damages for which You are also responsible include but are not limited to: loss of use, administrative fees, diminishment of value, towing, storage or impounding fees, and other costs incurred by Classic Cars to recover Vehicle and to establish damages. If Vehicle is returned during non-business hours or to any place other than Classic Cars' Address on Page 1, any damage to, loss or theft of, Vehicle occurring prior to an Classic Cars' employee of checking in Vehicle shall be Your responsibility.

7. Insurance. You are responsible for all damage or loss You cause to others or their property. You agree to provide auto, liability, collision and comprehensive insurance covering You, the Vehicle and Classic Cars.

All Authorized Drivers represent and warrant they are currently insured, with at least minimum coverage and standard provisions as required by state law for automobile bodily injury and property damage liability (including personal injury protection, no fault, and uninsured motorists covered, where required) and collision and comprehensive as provided in Your insurance policy for temporary substitute vehicle or drive-other-car extension.

All Authorized Drivers also understand and agree that Classic Cars is relying on Your insurance warranties and representations and thus is not providing automobile bodily injury, property damage liability (including personal injury protection, no fault, and uninsured motorist coverage, where required) and collision and comprehensive insurance on the rental vehicle to You or any other person.

The Parties hereby reject Classic Cars providing uninsured motorists, supplemental no-fault and other optional coverage. Further, the Parties automatically reject all minimum requirements of any financial responsibility or other applicable law. Beyond such laws, if any, Classic Cars does not provide insurance coverage to any Authorized Driver. You shall be liable for reasonable loss of use of and damage to the Vehicle regardless of anything else stated in the Agreement, which is caused by Your violations of any of the terms and provisions of this Agreement, including but not limited to the use restrictions stated in "Prohibited Uses".

8. Indemnification by You. You shall defend, indemnify and hold Classic Cars harmless from all claims, defenses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Classic Cars, in any manner from this rental transaction, or from the use of Vehicle by any person, including claims of, or liabilities to, third parties. You may present a claim to Your insurance carrier for such events or losses; but in any event, You shall have final responsibility to Classic Cars for all such losses.

9. Personal Property. Classic Cars is not responsible for any damage to, loss or theft of, any personal property of Yours whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence of Classic Cars.

10. Third Party Proceeds. If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by You under this Agreement, You hereby assign to Classic Cars Your right to receive such payment. Only those amounts actually paid by a third party to Classic Cars shall reduce the amount owed by You under this Agreement.

11. Powers of Attorney. You hereby grant and appoint to Classic Cars a Limited Power of Attorney for the following purposes:

a. To present insurance claims of any type to Your insurance carrier and/or credit card company in the event

(i) Vehicle is damaged, lost or stolen during the Rental Period and if You fail to pay for damages; or

(ii) any liability claims against Classic Cars arise in connection with this rental transaction and You fail to defend, indemnify and hold Classic Cars harmless from such claims;

b. To endorse Your name to entitle Classic Cars to receive insurance, credit card and/or debit payments directly for any such claims, damages, liabilities or rental charges.

12. Severability. If any provision of this Rental Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

13. Limitation of Remedy/No Consequential Damages. If Classic Cars breaches any of its obligations under this Rental Agreement and/or if Vehicle has any mechanical failure or other failure not caused by You and if Classic Cars is liable under applicable law for such breach or vehicle failure, Classic Cars' sole liability to You and Your sole remedy is limited to the substitution of another Vehicle by Classic Cars to You and to recovery by You of the pro rata daily rental rate for the portion of the rental term which You did not have use of Vehicle or substitute vehicle. You waive all claims for consequential, punitive, and incidental damages that might otherwise be available to You. Such damages are excluded specifically and are not available to You.

14. Release of Information to Third Parties. You agree Classic Cars may and You expressly authorize Classic Cars to provide information in its possession about You including but not limited to such driver's name, address and driver's license information to: applicable authorities, where

solicited; and/or applicable authorities or other third parties, in connection with its enforcement of its rights under this Agreement.

15. Choice of Law. All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the law of the Commonwealth of Massachusetts