

RENTAL AGREEMENT

RA

Renter (Print)		Phone		EMAIL:		Year/Make		Vehicle #					
Home Address		City		State		Zip		Model		Tag		License Plate #	
Driver's License #		State		Exp. Date		Date of Birth		VIN #					
Insurance Company		Policy No.		Agent		Phone		Odometer Out _____ In _____ Miles Driven _____ Miles Allowed _____ Excess Miles _____		Fuel Out E 1/4 1/2 3/4 F			
Employer				Title		How Long?				Fuel In E 1/4 1/2 3/4 F			
Employer's Address				Phone		Supervisor				Date/Time Due In AM PM			
Emergency Contact				Address		Phone		Miles Driven _____		Date/Time Due Ext. AM PM			
ABSOLUTELY NO DRIVERS UNDER 21 YEARS OF AGE												Date/Time Due Out AM PM	
Additional Driver		Dr. Lic. #		State		Exp. Date		Date of Birth		Date/Time In AM PM			
Insurance Company		Policy Number		Agent		Phone		Prepaid Rent		Deposit			
Additional Driver		Dr. Lic. #		State		Exp. Date		Date of Birth		Rates		Charges	
Insurance Company		Policy Number		Agent		Phone		Miles @ ¢ per mile					
								Hours @ \$					
								Days @ \$					
								Weeks @ \$					
								Total time and mileage					
								CDW _____ @ \$ _____ per day					
								_____ @ \$ _____ per day					
								Subtotal					
								Vehicle License Recovery Fee					
								Total Tax Amount					
								Vehicle License Recovery Fee					
								Gas Charge					
								Subtotal					
								CDW @ \$ _____ per day					
								SLI @ \$ _____ per day					
								PAI/PEC @ \$ _____ per day					
								_____ @ \$ _____ per day					
								Subtotal					
								Total Amount Due					
								Customer Pay _____		Direct Bill 1 _____		Direct Bill 2 _____	
								Minus Deposit					
								Net Due Rental Location					
								Net Due Customer					
ALL CHARGES SUBJECT TO FINAL AUDIT													
Refund received by:													
X													
Remarks:													

According to Montana Code Annotated § 45-6-309, if You fail to return the Vehicle, without notice to Us and without Our permission, within 48 hours of the due date and time provided for in this Agreement, You will have committed the offense of failure to return rented or leased property. A person convicted of this offense may be fined up to \$10,000 and/or imprisoned for a maximum term of 10 years.

Under Montana Code Annotated § 61-12-801, this vehicle is equipped with a _____ - global positioning system and/or a satellite navigational system that will be used to track lost or stolen vehicles, provide navigational services and _____.

Check Method of Payment
____AE ____MC ____VISA
____Cash ____Direct Bill ____Other

The Vehicle may be driven or used only in the State of Montana or _____ mile radius of the renting location, or _____.

In event of accident contact 911, please contact our office immediately.

Collision Damage Waiver (CDW)

____ By initialing here you agree to purchase our CDW. CDW does not cover all instances of damage to the Vehicle. There are exclusions. Subject to the terms of Paragraph 5 and 6 on the reverse, your responsibility for Collision Damage to the Vehicle is limited to \$ _____.

____ By initialing here you decline to purchase our CDW, and you agree to be responsible for all damage to or loss or theft of the Vehicle.

Exclusions may apply to the following optional insurance products. Read the brochure(s) carefully.

Personal Accident Insurance (PAI)/Personal Effects Coverage (PEC)

____ By initialing here you agree to purchase PAI and PEC, a summary of the terms of which appears in a separate brochure that you acknowledge receiving.

____ By initialing here you decline to purchase PAI and PEC.

Supplemental Liability Insurance (SLI)

____ By initialing here you agree to purchase SLI and you acknowledge receiving a separate brochure that summarizes the terms of the SLI policy. SLI does not cover all risks. There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist coverage, no coverage for certain passengers in the Vehicle, and other exclusions. Please read the SLI brochure carefully.

____ By initialing here, you decline to purchase SLI. You agree to be responsible for, and you agree that your personal auto insurance coverage is primary for any damage or injury you cause to others and their property.

By signing below, you agree to: the terms and conditions of this Rental Agreement, the Rental Agreement Terms & Conditions on the back side, vehicle inspection report and any signed addenda (the "Agreement"), and acknowledge that you had an opportunity to read the Agreement before signing; and authorize us to: process a separate payment card voucher in your name for all Charges, including Tolls and Violations; release your billing/rental information to third parties for billing/processing and other legitimate purpose; and adjust Charges with your payment card issuer after our final audit.

X _____ Renter

X _____ Additional Driver

ARRC MT555 Rev. 0219

Rental Agreement Terms and Conditions

1. **Definitions. "Agreement"** means all terms and conditions found in the Rental Agreement, vehicle inspection form, this terms and conditions, any addenda and any additional documents you sign or we provide at the time of rental. **"You"** or **"your"** means the person identified as the renter in this Agreement, each person signing this Agreement, each Authorized Driver, and every person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as **"you"** or **"your"** are jointly and severally bound by this Agreement. **"We,""our,"** or **"us"** means the independent rental company named elsewhere in this Agreement. **"Authorized Driver"** means the renter and each additional driver listed by us in this Agreement, as long as each such person has a valid driver's license and is at least age 21. Only Authorized Drivers are permitted to use the Vehicle. **"Vehicle"** means the automobile or truck identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. **"CDW"** means Collision Damage Waiver. **"Collision Damage"** means damage to, or loss of, the Vehicle caused by collision or upset. Collision Damage does not include damage to tires, wheels or windshields; comprehensive damage such as damage to or loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire; or other comprehensive loss not caused by collision or upset. **"TWWD"** means Tire, Wheel, and Windshield Damage Waiver. **"Loss of Use"** means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during the Rental Period, including: use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. **"Diminished Value"** means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. **"Charges"** means the fees and charges incurred under this Agreement. All amounts expressed under this Agreement shall be payable in U.S. dollars. **"Rental Period"** means the period between the time that you take possession of the Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us. **"Vehicle License Fee,""Vehicle Licensing,""Vehicle License Prop Tax,""Vehicle License Cost Recovery Fee,"** or **"Motor Vehicle Tax"** means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. **Nature of Rental; Condition and Return of Vehicle.** This is a contract for the rental of the Vehicle only. You do not have the right to sublease the Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time noted in this Agreement and in the same condition that you received it except for ordinary wear. To extend the Rental Period, you must first obtain our approval by contacting our rental office before the due-in date. If the Vehicle is returned after closing hours, you remain responsible for all loss of or damage to the Vehicle until we inspect it upon our next opening for business (regardless of when such loss or damage occurred), and Charges may continue to accrue until that time. Service to the Vehicle or replacement of parts or accessories during the Rental Period must have our prior written approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented unless you purchase a prepaid fuel option. **To the extent permitted by law, we may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement.**

3. **Indemnity; No Warranties.** To the fullest extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental, your use of the Vehicle or our repossession of it, and/or your use of optional equipment (**"Optional Equipment"**). **We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment that we rent to you for use in the vehicle, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.**

4. **Responsibility for Damage or Loss.** You are responsible for all damage to, loss of, or theft of the Vehicle during the Rental Period, including damage caused by collision, weather, terrain conditions, and acts of God. Your responsibility will include: (a) all damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use is payable regardless of fleet utilization; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors and antenna, as part of the rental charges at the time of return.

5. **Prohibited Use of the Vehicle.** Certain uses of the Vehicle and other actions by you or another driver or a passenger are prohibited uses (**"Prohibited Uses"**). **The following are Prohibited Uses of the Vehicle: (a) by anyone who (i) is not an Authorized Driver, or whose driving license is suspended in any jurisdiction; (ii) is under the influence of a prescription or non-prescription drug, controlled substance, or alcohol; or (iii) lacks experience operating a manual transmission if applicable; (b) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (c) to carry persons or property for hire; (d) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Vehicle; (e) in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal material; (g) outside the United States, Canada, or the geographic area described elsewhere in this Agreement; (h) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (i) on unpaved surfaces; (j) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (k) to transport children without approved child safety seats as required by law; (l) when the odometer has been tampered with or disconnected; (m) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (n) with inadequately secured cargo; (o) after an accident with the Vehicle unless and until you summon the police to the accident scene; (p) to transport an animal (other than a service animal); (q) in or through any structure or underpass where there is insufficient clearance (width or height); (r) by anyone who is driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode; or (s) in a reckless manner or with willful or intentional disregard to the Vehicle or to third parties and their property. The following are also Prohibited Uses: failure to notify us and the police of an accident, theft, or vandalism involving the Vehicle; providing false, misleading or fraudulent information to us or withholding information that would have caused us not to rent the Vehicle; and smoking or vaping any substance in the Vehicle. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, AUTOMATICALLY TERMINATES YOUR RENTAL, AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).**

6. **Collision Damage Waiver; Tire, Wheel and Windshield Damage Waiver.** If we offer, and you purchase, CDW, we agree to waive our right to collect from you for all or a portion of Collision Damage as noted on the Rental Agreement. If we offer, and you purchase, TWWD, we agree to waive our right to collect from you for tire, wheel and windshield damage to the Vehicle. **CDW and TWWD are not insurance, are optional, and may duplicate coverage under your own insurance policy or credit card. CDW and TWWD do not apply to Optional Equipment. If you use the Vehicle for a Prohibited Use described above, any CDW or TWWD purchased by you will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle. In addition, CDW or TWWD may be invalidated if the**

Vehicle is stolen and you fail to return the Vehicle keys or ignition devices that we gave you at the start of the rental. Notwithstanding the purchase or other availability of CDW, TWWD, or any other coverage that you may have, you agree to cooperate with us or our assignees in the investigation of any damage incident or claim of any size. Failure to do so may invalidate optional protection that you purchase, including CDW and TWWD.

7. **Optional Equipment.** We offer certain Optional Equipment, including navigational systems and child safety seats, upon request and subject to availability for your use during the Rental Period at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the Rental Period in the same condition as when rented.** If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a navigational system, you should review the operational instructions before leaving the rental location.

8. **Insurance; Handling Accidents/Incidents.** You are responsible for all damage or loss you cause to others. You agree to provide automobile liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury liability coverage and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. The Policy does not cover injury to you. **You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage to the extent permitted by law.** To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

9. **Payment; Charges. You permit us to reserve against your payment card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges, but will not use the Reserve or Deposit to pay for damage to the Vehicle for which you may be responsible unless you agree separately to allow it after the amount of damage is determined. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your payment card issuer's rules will apply to your account being credited for the excess and it may not be immediately released by your card issuer.** You will pay us at or before conclusion of this rental or on demand all Charges, including: (a) time and mileage for the Rental Period, or a mileage charge based on our experience if the odometer is tampered with; (b) optional products and services you purchased including fees for additional drivers; (c) fuel and a refueling fee, if you return the Vehicle with less fuel than when rented (unless you purchase a prepaid fuel option); (d) government-imposed taxes, fees, and surcharges; (e) all expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (f) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts past due; (h) \$50, or the maximum amount permitted by law, if you pay us with a check returned unpaid; (i) a reasonable fee to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle contains evidence of smoking; (j) towing, storage charges, forfeitures, court costs, penalties, and all other costs we incur resulting from your use of the Vehicle; (k) a reasonable fee if you lose the keys or toll transponder to the Vehicle; (l) replacement cost of lost or damaged parts and supplies used in Optional Equipment; (m) a reasonable fee if a navigational system that you rented is lost, stolen or otherwise rendered unusable during the rental; and (n) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you return it after the date and time due (**"Due-In Date"**). If you return the Vehicle earlier or later than the Due-In Date, a different or higher rate may apply, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period. **All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.**

10. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are liable for all tolls (**"Tolls"**) and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a **"Violation"**) assessed against you, us or the Vehicle during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm (**"Processor"**) may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the Vehicle during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement. **Certain toll roads do not accept cash.** To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.

11. **Personal Information; Communications.** You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and for other legitimate purposes. Questions regarding privacy should be directed to the location where you rented the Vehicle. To service your account or recover amounts you owe, you agree that we or our assignee may contact you by calling or sending text messages or emails to any email address or telephone number you provide us, including wireless telephone numbers, which could result in additional charges to you. You represent that you are either the owner or primary user of the number(s) and email address you provided. Methods of contact may include pre-recorded/artificial voice messages and/or use of an automatic dialing device. You may revoke your consent to this contact or to these types of communication at any time by contacting us in writing at the address on the Rental Agreement.

12. **Telematics Notice. The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR).** You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. **This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. To the extent permitted by law, we may disable the Vehicle when we deem necessary, including if you breach this Agreement. These systems may use cellular communications, and you should have no expectation of privacy related to your use of this Vehicle.** You agree to inform all drivers and passengers of the Vehicle of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. **We are not responsible for the operability of any telematics navigational or other system included with the Vehicle.** To the extent permitted by law, you agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

13. **Personal Property.** We are not responsible for loss of or damage to personal property that was left with us or carried in or on the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose. To the extent permitted by law, You waive all claims all claims against us, our agents and employees for loss of or damage to the personal property of you or another person, which we received, handled, or stored, or which was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility. **The Vehicle may be equipped with an infotainment system that permits you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should waive all personal information from the Vehicle's systems before returning it.**

14. **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **To the extent permitted by law: (a) you waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement; and (b) you release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

ARRC Generic 09.2018 (143715)