

A Plus Rent a Car

Rental Terms and Conditions

These Rental Terms and Conditions, any documents signed by you or to which you have electronically consented, any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, the Privacy Notice, and a return record with the computed rental charges together constitute the rental agreement (collectively, "Agreement") between you and Christensen Body Shop D.B.A. A Plus Rent a Car as identified in the Agreement (collectively, "A Plus Rent a Car"). "We", "our", and "us" means A Plus Rent a Car, and "you" and "your" means the person who signs the Agreement. You agree that you are not our agent for any purpose and that you cannot assign or transfer your obligations under this Agreement. You rent from us the Vehicle described in the Agreement, which rental is solely a bailment for mutual benefit. By renting a Vehicle from A Plus Rent a Car, you agree to these Rental Terms and Conditions, if such term is not prohibited by Applicable Law of a jurisdiction covering this rental, in which case such law controls. You agree that failure to comply with these Rental Terms and Conditions will constitute a breach of the Agreement. If you breach the Agreement, we may exercise all remedies permitted to us under this Agreement or by law, which include but are not limited to terminating the current rental, refusing to enter future rental agreements with you, and/or asserting claims against you for any damages we incur because of your breach.

1. Vehicle Use Terms.

1.1 Who May Drive the Vehicle. Only you may operate the Vehicle, except as provided below. You represent that you are a capable and validly licensed driver. You represent that the license you provided is valid, and that it is not modified, suspended, revoked, or restricted. Digital and temporary licenses are not acceptable for purposes of the rental. You acknowledge that we may use a device or application to scan your license for purposes such as verifying its authenticity, confirming your identity, or as authorized under Applicable Law. By providing us with your license, you consent to this scanning and the use of your personal information for the purposes of creating a rental agreement and securing proper identification of drivers. We reserve the right to deny any rental or to terminate this rental in our sole discretion. Except where specifically required by Applicable Law, only you, your spouse or domestic partner, or, if you rent from us under your employer's (i.e. Business, school, or organization possessing a federal ID number) account agreement, your employer or a regular fellow employee incidental to business duties may drive the Vehicle, but only with your prior permission. Authorized Drivers must be (i) at least 21 years old and (ii) capable and validly licensed drivers in possession of a license that is not modified, suspended, revoked, or restricted. We may charge a fee for each additional Authorized Driver, which charge is specified in the Agreement. You are responsible for ensuring that the Vehicle is used according to the terms of this Agreement by all Authorized Drivers. You agree that you will remain financially responsible under the Agreement even if the car is operated by an Authorized Driver or someone other than yourself.

1.2 Keeping the Vehicle Safe and Secure. You, and any Authorized Driver, must operate and park the Vehicle in compliance with all laws, regulations, and ordinances, including using child safety seats (see Paragraph 2.6(n)) and passenger safety restraints wherever required by Applicable Law. You, and any Authorized Driver, must refrain from using mobile phones or other handheld devices while operating the Vehicle and must otherwise exercise sound judgment and safe-driving practices while operating the Vehicle. You may not leave the Vehicle unattended unless all windows, doors and trunks are closed and locked, and the Vehicle is in a secure location where you are allowed to park. You must take reasonable precautions to safeguard the keys to the Vehicle from anyone other than yourself and any Authorized Driver.

1.3 No Smoking or Vaping. We maintain a 100% smoke-free fleet. No one may smoke or vape any substance inside or immediately surrounding the Vehicle. If, in our sole discretion, we determine the Vehicle smells of smoke, vape or any other substance, we may charge you a fee, as per Paragraph 2.6(c). Additional fees will apply to return the rental to an acceptable level of operation.

1.4(a) When to Return the Vehicle. You must return the Vehicle in the same condition you received it, ordinary wear and tear excepted, at the Designated Return Time identified in the Agreement. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee. After hour returns are allowed and monitored with on sight security cameras. These devices may be used to determine if the vehicle was returned on time. If we do not find the Vehicle when the location reopens, you are responsible for all charges and for damage to or loss of the Vehicle until the Vehicle is returned or recovered. If you wish to extend any rental contract, you must contact us at 208-356-9018 prior to the Designated Return Time. We may grant or deny an extension, in our sole discretion, for part of or the entire period you request. If we do grant an extension, a different or higher rate and a service fee may apply to the extension period.

1.4(b) If You Fail to Return the Vehicle. If you fail to return the Vehicle at the Designated Return Time and to the Designated Return Location, subject to any approved extensions or modifications described in Paragraph 1.4(b), you will breach this Agreement. We may, at our discretion and subject to any notice requirements imposed by Applicable Law, treat your failure to return the Vehicle according to the terms of this Agreement as a theft or other illegal taking. You may be charged for any fees associated with the failure to return the Vehicle, and any payment by the payment card does not constitute a waiver of our right to treat the Vehicle as stolen.

1.5 Vehicle Use Prohibitions and Responsibilities. Certain uses of the Vehicle and other things you or another person may do, or fail to do, will violate this Agreement. ANY VIOLATION OF THIS PARAGRAPH CONSTITUTES AUTOMATIC BREACH OF THE AGREEMENT AND GROUNDS FOR US TO DEMAND IMMEDIATE RETURN OF THE VEHICLE AND, WHERE PERMITTED BY APPLICABLE LAW, TO RETAKE POSSESSION OF THE VEHICLE. ANY VIOLATION OF THIS PARAGRAPH IS ALSO AN EXCLUSION FROM, AND AUTOMATICALLY VOIDS, ALL LIABILITY PROTECTION AND ANY AND ALL PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE ENTIRE SUPPLEMENTAL LIABILITY INSURANCE POLICY, PERSONAL ACCIDENT AND EFFECTS INSURANCE, EXTENDED ROADSIDE ASSISTANCE, LOSS DAMAGE WAIVER, AND PARTIAL LOSS DAMAGE WAIVER. YOU WILL ALSO BE LIABLE FOR ANY PENALTIES, FINES, FORFEITURES, LIENS, RECOVERY COSTS, AND STORAGE COSTS, AS WELL AS ANY RELATED LEGAL FEES, EXPENSES, AND COSTS (INCLUDING ON APPEAL), WE MAY INCUR AS A RESULT.

1.5(a) Prohibited Uses of the Vehicle. You will violate Paragraph 1.5 and the Agreement if you or a person you allow to possess or operate the Vehicle (regardless of whether that person is an Authorized Driver) do any of the following:

1.5(a)(1) Allow anyone except you or an Authorized Driver to operate the Vehicle;

1.5(a)(2) Use the Vehicle to carry passengers or property for hire;

1.5(a)(3) Use the Vehicle to tow or push anything;

1.5(a)(4) Operate the Vehicle while (i) under the influence of alcohol or any other substance that Applicable Law prohibits the use of while driving; or (ii) using a mobile phone or other hand-held device, unless it is in a hands-free mode;

1.5(a)(5) Use the Vehicle in connection with any conduct, other than a traffic infraction, that could properly be charged as a felony or misdemeanor or reckless driving, including the transportation of a controlled substance or contraband;

1.5(a)(6) Transport the Vehicle into Mexico, unless we give you express written permission; or

1.5(a)(7) Use the Vehicle (i) to carry hazardous materials; (ii) in a test, race, or contest; (iii) on unpaved roads; and/or (iv) recklessly or while overloaded.

1.5(b) Responsibilities of Use. You will also violate Paragraph 1.5 and the Agreement if you or a person you allow to possess or operate the Vehicle (regardless of whether that person is an Authorized Driver) do any of the following:

1.5(b)(1) Fail to promptly report to us and, where required by Applicable Law, to law enforcement authorities, any damage to or loss of the Vehicle when it occurs or when you learn of it; fail to provide us with a written accident/incident report or fail to cooperate fully with our investigation; or fail to promptly report any interaction with law enforcement during your rental, as provided in Paragraph 3;

1.5(b)(2) Fail to secure the Vehicle as provided in Paragraph 1.2;

1.5(b)(3) Intentionally or with willful disregard cause or allow damage to the Vehicle; or

1.5(b)(4) Use of the vehicle for the purposes of conducting a business. This includes and not limited to Door Dash, Uber, Uber eats, taxi service for hire, package and mail service delivery, Lyft and so forth.

2. Standard Charges. You will pay us the following standard charges for the rental of the Vehicle:

2.1 Daily Charges. You will pay the daily rate stated in the Agreement for each Day, or part of any Day, of the rental. The minimum charge is one Day, plus mileage or a fixed fee. The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins.

2.2 Mileage Charges. You will also pay for the number of miles you drive, or a fixed fee, if applicable, at the rate stated in the Agreement. We will determine the number of miles you drive by reading the factory-installed odometer.

2.3 Rate Eligibility Requirements. If at the time of booking, the rate in the Agreement is a conditional rate (such as a special rate, promotional rate, or corporate rate) or benefit discount code, and at the time of booking or at any time during your rental, you fail to meet the conditions of the rate, we will charge you the applicable default higher rate for similar rentals. An unauthorized use of a conditional rate or benefit discount code will be viewed as an unlawful use and theft of services for which A Plus Rent a Car can pursue legal remedies, including but not limited to reasonable attorneys' fees and costs, and for which A Plus Rent a Car can void any associated discounts or rental benefits. A Plus Rent a Car also reserves the right to cancel, terminate and/or not honor vehicle reservations, including prepaid reservations, where we determine in our sole discretion the rate or other material information related to the rate on the reservation is manifestly incorrect or there is an abuse of our policies. If we do not process a reservation for such reason, we will either refund the amount paid or will not charge you for the reservation.

2.4 e-Tolls. You are responsible for payment of all tolls incurred during the rental period. Tolls collections will be made up to 45 days after the rental when the requesting entity supplies us with any toll or parking violation. You also give us the right to supply personal information to any requesting entity for the purpose of applying traffic fines as observed through camera and recording systems. Fees will be assessed at the requested fine plus \$10.00 office surcharge to pay for fines.

2.5 Fuel Service. All rentals are monitored and come with a full tank of fuel; A reminder of fuel level is acknowledged at the time of rental. Any vehicle returned with less than a full tank of fuel will be charged the local price for the fuel plus \$10.00 office surcharge to perform and charge the fees to satisfy the terms of the contract.

2.6 Miscellaneous Fees/Charges. Except where prohibited by Applicable Law, you will also pay us the following miscellaneous fees and charges, where applicable:

2.6(a) Surcharges, Fees, and Taxes. You will pay certain taxes, including sales, use, rental, environmental and excise taxes; customer facility fees; concession recovery fees; vehicle license recovery fees; tax-related surcharges; and other similar fees and charges imposed by local, state, federal, or other authorities.

2.6(b) Cleaning Fees. You will pay a reasonable fee for cleaning the Vehicle's interior or exterior for what we determine in our sole discretion are excessive stains, trash, dirt, soilage, odors, or pet hair after the Vehicle is returned. If we discover any evidence of violation of our smoke-free and vape-free policy as provided in Paragraph 1.3, we may charge a fee for interior cleaning and for repair of any damage caused by your violation of this policy.

2.6(d) Authorized Drivers. We may charge a fee, as stated in your Agreement, for each additional Authorized Driver.

2.6(e) Extensions/Modifications. We may charge a \$10 fee in addition to standard daily and mileage rates if we grant in our sole discretion your request to extend the Agreement or to return the Vehicle to any location other than the Designated Return Location.

2.6(f) Towing/Impound/Vehicle Delivery Fees. You will be charged actual towing charges and a commercially reasonable administrative charge. If you return the Vehicle to a location different from the location where the rental began (even if it is the Designated Return Location), we may charge an additional fee. If the Vehicle is not returned as required by this Agreement, in addition to any continued accrual of daily charges and late fees until we locate and take possession of the Vehicle, we may charge reasonable costs we incur in releasing the Vehicle from impound or storage and/or towing or delivering the Vehicle from where it was recovered.

2.6(g) Fines, Expenses, Costs, and Administrative Fees. You agree to pay all fines, tickets, penalties, and court costs (including on appeal) for parking, traffic, red-light, toll and other violations, including storage liens and charges, if assessed directly against you. You also agree that we may provide any information requested by law enforcement authorities as part of any investigation of an alleged infraction. To the extent any tickets, citations, fines, penalties, or administrative fees are assessed against us because of the operation or use of the Vehicle from the time you take possession of it until it is returned to us, you agree to indemnify us from all resulting damages, losses, costs, and expenses. We have no obligation to contest or otherwise defend you against any alleged infraction.

You agree that we may, in our sole discretion if Applicable Law allows the fine to be assessed against us or the Vehicle, pay all tickets, citations, fines, and penalties on your behalf directly to the issuing authority and charge you unilaterally for the fine or penalty, plus court costs, attorneys' fees, bonds or sureties, or other costs incurred by us as a result, including but not limited to impound fees or other costs to recover possession of the Vehicle. We may also charge you a reasonable administrative fee, to the extent permitted by Applicable Law, for each infraction, not to exceed the lesser of \$25 or 10% of the amount we incur. You are strongly encouraged to promptly pay all fines, penalties, court costs, monetary assessments, fees, surcharges, or other charges assessed against you directly to the court, county government, or other appropriate government agency, and to provide proof of payment to us, to avoid these additional charges.

2.6(h) Key/Fob Recovery Fee. We may charge a fee to cover the cost to us for replacement if you do not return the same number of keys, key cards, fobs and/or remotes to the Vehicle that you received at the beginning of the rental.

2.7 You are Responsible for Payment. You agree that you are responsible for all charges arising out of this Agreement. If we are directed to bill any charges made under this Agreement to any third party, such as an employer or insurer, you represent that you are authorized to do so by the third party. You are jointly and severally liable with any third party to whom the billing is directed. We may perform a credit check on your method of payment to ensure worthiness before releasing the Vehicle. If we perform a credit check on your payment card, you may also be asked to present a second form of current identification.

2.8 Payment Card Reserve. If you use a payment card, including but not limited to a credit card or debit card, or a digital wallet or mobile payment application linked to your payment card, to make this rental reservation or to pay for the rental, you acknowledge that the card issuer may set aside or reserve an amount up to the greater of (i) the estimated total charges due under Paragraph 2 (including all subparts), as stated in the Agreement, or (ii) the deposit amount as stated on signs at the location where your rental begins. We are not responsible for any fees or charges by the payment card issuer because of the reservation, including overdraft fees. We will authorize the release of any excess reserve after the standard charges have been billed and the Vehicle has been returned to us according to this Agreement. We do not control payment card issuers, so we cannot guarantee the immediate availability of funds once we have released them. This Paragraph does not waive our right to make charges against your card in excess of the reservation or to make additional charges after we have released the reservation to the extent that the charges are otherwise authorized by this Agreement.

2.9 Errors/Adjustments. We will provide you with a preliminary statement of charges at or near the time you return the Vehicle. This statement is not final, and you may be responsible for additional charges, including but not limited to the following: fuel service charges; tolls, convenience fees, fines, citations, and penalties; charges for damage to the Vehicle; and other charges that have not yet been assessed or calculated as of the date of the statement. You will continue to be responsible for payment of further charges determined later and will receive a refund to the extent we review the preliminary statement and identify any excess charges. If you rent from us under your employer's corporate account agreement, you acknowledge that we are entitled to contact your employer regarding any unpaid charges and to share with your employer any information you have shared with us in connection with this Agreement. If you do not rent using your employer's corporate account agreement, you acknowledge that you are personally liable for all unpaid charges regardless of any agreement you may have with your employer or any other person for reimbursement of the charges.

2.10 Collections. You agree to pay a late fee of 1.5% per month (or the highest rate permitted by Applicable Law, whichever is less) for any amounts, including but not limited to charges, fees, tickets, expenses, fines, and all matters associated with the rental and/or damage to or loss of the Vehicle, including but not limited to acts of nature, under this Agreement if they are not paid within fourteen (14) days after we demand payment. You also agree to pay for any costs we may reasonably incur in collecting the unpaid charges or other amounts due under this Agreement including, but not limited to, court costs and attorneys' fees (including on appeal) and insufficient funds fees for rejected checks. We may engage attorneys and/or third-party collection agents to collect unpaid charges. You agree that we are entitled to share any information provided by you in connection with this Agreement with our attorneys or third-party collection agents and that, except where prohibited by Applicable Law, any fees or costs billed to us by our attorneys and/or a third-party collection agency in collecting amounts owed under this Agreement will be included in costs we may recover from you. You understand that, to the extent that there are any unpaid charges, we reserve the right to report information to appropriate credit reporting agencies, and you authorize us to share the information necessary for such reporting.

3. Accidents/Incidents. You must report to us at 208-356-9018 any accident/incident involving the Vehicle as soon as it is safely and reasonably possible to do so, provide us with a written report, and otherwise cooperate in our investigation of the incident and recovery of damages. You also must promptly report any accident/incident involving the Vehicle to law enforcement authorities if required to do so by Applicable Law. You must also immediately report to us at 208-356-9018 any incident related to the Vehicle involving law enforcement.

3.1 Vehicle Damage/Loss. If you do not accept Loss Damage Waiver, or if the Vehicle is lost or damaged as a direct or indirect result of a violation of Paragraph 1.5 (including all subparts), you are responsible and you will pay us for all loss of or damage to the Vehicle regardless of cause or who or what caused it, including but not limited to an act of nature. If the Vehicle is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the Vehicle in its damaged condition, you will pay the difference between the Vehicle's fair market retail value before it was damaged and the sale proceeds, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return. If the Vehicle is stolen and not recovered, you will pay us the Vehicle's fair market retail value before it was stolen. As part of our loss, you will also pay for loss of use of the Vehicle, without regard to our fleet utilization, plus an administrative fee and appraisal, plus towing and storage charges, and diminished value, if any ("Incidental Loss"). If your responsibility is covered by any insurance, payment card benefit, travel insurance or other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the Vehicle plus diminished value or the fair market retail value of the Vehicle (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the Applicable Law of a jurisdiction covering this rental requires conditions on Loss Damage Waiver that are different from the terms of the Agreement, such as if your liability for ordinary negligence is limited by such Applicable Law, that Applicable Law prevails. You understand that you are not authorized to repair or have the Vehicle repaired without our express prior written consent, and that if the Vehicle is repaired without our consent, you will pay the estimated cost to restore the Vehicle to the condition it was in prior to your rental, per Paragraph 3.5 below.

3.2 Indemnification. Except where prohibited by Applicable Law, you will defend, indemnify, and hold us, and our parent and affiliated companies, harmless from all losses, liabilities, damages, claims, demands, awards costs, attorney fees, interest, and other expenses incurred by us in any manner from this rental transaction or from the use of the Vehicle by you or any person, regardless of whether that person is an Authorized Driver, including claims by third parties. You shall present a claim to your insurance carrier for such claims, events, and losses, but regardless, you will have final responsibility to us for all such claims, events, and losses.

3.3 Liability Protection. Except with respect to rentals in California and Texas, anyone driving the Vehicle who is authorized to drive it by the Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the Authorized Driver and/or you (the renter) up to the minimum financial responsibility limits required by the Applicable Law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of consortium or services. Where Applicable Law extends this protection to a non-Authorized Driver, the same limits will apply. Except where required by Applicable Law to be primary or excess, any protection provided by us shall be secondary to, and not in excess of, any other insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way. If this protection is extended by Applicable Law to anyone not permitted by the Agreement to drive the Vehicle, or to any person or instance where such protection is not afforded by the express terms of this Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply. You agree that we can provide such protection afforded by this Paragraph under a certificate of self-insurance or an insurance policy, or both, as we choose. In the event such protection is provided through self-insurance, we or a claims administrator designated by us will handle, adjust, defend, and pay covered claims without recourse to any insurance policy issued by an insurance company. In any case, a copy of the insurance policy and/or certificate of self-insurance will be available for your inspection at our main office. You understand that unless required by Applicable Law, we will not provide (a) any coverage for fines, penalties, punitive or exemplary damages; (b) any coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family related by blood, marriage or adoption residing with you or them; or the driver's family, or to a fellow employee arising out of or in the course of employment; (c) any defense against any claim, unless we are required to provide primary protection, but in such event not after the applicable limits of protection that we furnish are tendered to the claimant; (d) supplementary no fault, noncompulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages to the extent permitted by Applicable Law. Where any of these coverages are required or implied by Applicable Law, the limits will be the minimum required under the applicable statute, and the coverage will be subject to any exclusions and limitations permitted by Applicable Law. Where permitted by Applicable Law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with the Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in the Vehicle for losses and damages suffered if injury is caused by the negligence of the driver of the non-rental vehicle who does not have any insurance or has insufficient insurance to pay for losses and damages. There is no protection or coverage in Mexico, and the Vehicle may not be taken into Mexico under any circumstances, unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

3.3(a) Third Party Liability Protection. Third Party Liability Protection for you (the renter), and any Authorized Driver is included at no extra charge if you are eligible and if Third Party Liability Protection is specified in the Rental Agreement. Third Party Liability Protection is not available to residents of the United States and Canada, even if denoted or displayed on the Rental Agreement. Subject to the terms and conditions of the Rental Agreement and the terms, conditions, limitations, definitions, exclusions, and endorsements of any applicable insurance policy providing Third Party Liability Protection, you and/or Authorized Driver(s) are covered for their liability for causing "bodily injury" or "property damage" to third parties. The limits of this Third Party Liability Protection are \$500,000, combined single limit. You and any Authorized Driver seeking Third Party Liability Protection must fully cooperate with and assist A Plus Rent a Car, and/or any liability insurer providing Third Party Liability Protection under an insurance policy, in the investigation and defense of any third party claim. A Plus Rent a Car and/or any liability insurer providing Third Party Liability Protection will have the sole right and discretion to resolve any third party claim falling within the coverage of the policy and/or any certificate of self-insurance, as applicable. This Third Party Liability Protection is distinct from the Supplemental Liability Insurance described in Paragraph 4.4 below, which may be available for additional charge if elected and purchased. Any such Third Party Liability Protection will be subject to exclusions and limitations permitted by Applicable Law.

3.4 Assignment of Benefits/Insurance. If your responsibility for damage or loss is covered by any insurance, credit card benefit, travel insurance, or other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and to share any necessary information you have given to us in connection with this Agreement. You agree to cooperate with any request we may make for coverage under any such third-party benefits or insurance. If your responsibility is covered by any insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you authorize the benefit provider to handle and resolve the claim directly with us or our authorized representatives. Moreover, you assign your benefits directly to us to recover all consequential and incidental damages including but not limited to repairs of the Vehicle plus diminished value or the fair market retail value of the vehicle (less salvage value plus costs incurred in the salvage sale). You will remain primarily responsible and liable to pay us for any loss or damage, as provided in this Agreement, except payment we receive from the coverage provider. To the extent we recover any benefits from a third party that exceed the amount you owe us, we will set off or refund such coverage, less our costs, including attorneys' fees and interests.

3.5 Vehicle Repairs. You are not authorized to repair the Vehicle, and may not authorize repair by anyone else, without our express written consent. If you repair the Vehicle or have the Vehicle repaired without our consent, you will pay all costs we reasonably incur to restore the Vehicle to the condition it was in prior to your rental up to the fair market retail value of the Vehicle. If we authorize you to have the Vehicle repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt and the repair conforms to the authorization. To the extent your unauthorized repairs invalidate or in any way reduce the coverage of a warranty, you will be responsible for the costs of the invalidation of or reduction to the warranty. Where permitted by Applicable Law, you are also responsible for Diminished Value ("DV") of the Vehicle, which is defined as the difference between the fair market value of the Vehicle immediately before the accident or incident giving rise to the repair and the fair market value of the Vehicle immediately after the repair. You are also responsible for any damages arising from the unauthorized repair of the Vehicle, including but not limited personal injury or diminution in resale value of the Vehicle.

3.6 Loss Damage Waiver. You may elect to purchase Loss Damage Waiver ("LDW") or in select locations, Partial Loss Damage Waiver ("PDW"). All required notices regarding LDW and PDW are included, as applicable, in the individual state disclosures below. LDW and PDW are not insurance, and they will not affect your liability for claims made by third parties against you or us. If you elect LDW or PDW, we will charge you an additional daily rate for each Day and any partial Day. Both the daily rate and the total anticipated charge for the duration of the rental are stated in your Agreement. LDW and PDW are not mandatory. Your own automobile or homeowners' or personal liability insurance policy or other coverage may cover loss or damage to the Vehicle and fire and theft damage, and LDW or PDW may be duplicative of any insurance policy that you may have. You should consult with your insurer. We are not qualified to evaluate whether your existing insurance coverage is adequate. If you do not elect LDW or PDW, you are liable to us for any damage to, loss of, or loss of use of the Vehicle and may be charged for the actual cost of repair or replacement of the Vehicle. If you elect LDW and the coverage is not otherwise voided under this Agreement, you will no longer be responsible to us for loss of or damage to the Vehicle, except for lost, damaged or stolen keys or remote entry devices, towing or tire service (except in the state of Alaska), unless related to an accident, or recovery of the Vehicle if it is stolen, and except for your responsibility, if any, specified in the Agreement. If you elect PDW, you will no longer be responsible to us for loss of or damage to the Vehicle up to the amount specified in the Agreement, but you will remain responsible to indemnify us for any loss of or damage to the Vehicle exceeding the specified amount pursuant to the terms otherwise set forth in this Agreement. If you violate Paragraph 1.5 (including all subparts), PDW and LDW will become automatically void, and you will be responsible for any loss of or damage to the Vehicle from the commencement of the rental until the Vehicle is returned to us according to this Agreement. LDW and PDW, even if elected, do not cover EV Equipment.

Damage Waiver Coverage

A damage waiver is not insurance coverage. You do not have to purchase the Collision Damage Waiver. You can decline it.

If you purchase a damage waiver, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy the damage waiver, you and any authorized driver will remain liable for damage if any of the following apply:

- (1) Damage or loss caused intentionally, willfully or wantonly by an authorized driver;
- (2) Damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred;
- (3) Damage or loss caused while an authorized driver is engaging in any speed contest;
- (4) Damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental agreement;
- (5) Damage or loss incurred while an authorized driver is driving outside the United States or Canada, or, if state restrictions are imposed by the rental agreement if such damage or loss is incurred outside of those states where operation of the vehicle is expressly authorized in the rental agreement;
- (6) Damage or loss incurred while the vehicle is driven, with the renter's permission or accession, by anyone other than an authorized driver;
- (7) Damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company;
- (8) Damage or loss incurred as a result of commission of a felony by an authorized driver; and
- (9) Damage or loss incurred if the vehicle is stolen and the renter or authorized driver fails to return the original ignition key, fails to file a police report within seventy-two (72) hours of discovering the theft, or fails to cooperate with the rental agency, police or other authorities in all matters connected with the investigation.