

Sample Car Rental Agreement

Between and by **Exchange House Holdings, LLC**, and **"Named Driver"** _____

Named Driver: dob _____ License # _____ Issuing Country _____

Dates of coverage _____ to _____

Please read carefully the Terms and Conditions of Use (see over).

The Named Driver is eligible to drive any of the vehicles listed below:

Make/Model/Year	VIN #	Odometer at beginning of Dates of Coverage	License Tag #
Ford Escort Wagon 1997	3FALP15P3VR117041	184,970	BFV 1772
Mazda 626 1999	1YVGF22C7X5867368	134,718	BFT 9651
Nissan Frontier 2001	1N6DD26S41C390222	173,970	BEH 7878

***In the Terms and Conditions of Use (see over),
"the Vehicle" refers to any one of the vehicles listed above.***

Replacement value of each vehicle listed above: **\$3,500.00**

Security Deposit: **included in Room Rental at the Named Driver's residence**

Rental Payment: **included in Room Rental at the Named Driver's residence**

Insurance coverage provided by the **Wilshire Insurance Company**, policy # **JFA0699691**.

***By signing below the Named Driver agrees to
the Terms and Conditions (see over) of this Car Rental Agreement.***

Signature of Named Driver

Date

Signature of Exchange House Holdings, LLC

Date

Terms and Conditions of Use

- 1) The Named Driver accepts the Vehicle for personal, non-business use, as is, for the Dates of Coverage listed.
- 2) The Named Driver accepts the Vehicle with liability insurance at a level required by law in North Carolina. *(Note: This level does not include coverage for damage to the Vehicle in the event that a Named Driver is deemed at fault.)*
- 3) The Named Driver has provided proof that (s)he is legally capable of driving in the U.S.
- 4) The Named Driver accepts responsibility for understanding and following the rules of the road, and confirms that (s)he has received a copy via email attachment of the North Carolina Department of Motor Vehicles Drivers' Handbook.
- 5) The Named Driver shall carry their Driver's License on their person at all times when using the Vehicle.
- 6) The Named Driver is responsible for ensuring that the vehicle registration and insurance documentation pertaining to the Vehicle resides in the Vehicle at all times.
- 7) The Named Driver is responsible for noting at the beginning of the Dates of Coverage any surface damage or other items of note pertaining to the condition of the Vehicle. Exchange House Holdings, LLC, will provide a diagram of each Vehicle for the purpose of recording the condition of the Vehicle.
- 8) All Named Drivers residing at the same property with the Named Driver are collectively responsible for the cost of any damage to the Vehicle not caused by normal wear and tear, up to the stated Replacement Value of the Vehicle. *(Examples NOT considered "normal wear and tear" may include a cracked windshield, damage caused by impact with a deer or other animal, and a flat tire.)*
- 9) All Named Drivers residing at the same property with the Named Driver are collectively responsible for the cost of repairing all collision damage to the Vehicle regardless if someone else is at fault or the cause is not known unless one Named Driver accepts responsibility for such collision damage.
- 10) All Named Drivers residing at the same property with the Named Driver are, either collectively and/or singularly, responsible for paying all fines, towing, any court costs, penalties, and or administrative fees that may be incurred for parking, traffic and or other violations.
- 11) The Named Driver understands that costs incurred by Exchange House Holdings, LLC, under the Terms and Conditions of Use may result in the forfeit of all or part of the Named Driver's Security Deposit.
- 12) The Named Driver agrees not to use handheld electronic devices whilst driving the Vehicle, nor to allow smoking, the drinking of alcohol, or the use of any banned substance by any occupant of the Vehicle.
- 13) Use of the Vehicle for the Dates of Coverage is limited to 4,000 miles. Use of the Vehicle in excess of this amount will be charged at 50 cents per mile, shared equally among all Named Drivers residing with the Named Driver.
- 14) The Named Driver shall immediately inform a representative of Exchange House Holdings, LCC, if the Vehicle indicates any sign of needing maintenance (e.g. the illumination of a dashboard warning light, the emission of a new sound).
- 15) The Named Driver shall inform a representative of Exchange House Holdings, LCC, if the Vehicle is to be driven out of the state of North Carolina.
- 16) The Named Driver shall inform a representative of Exchange House Holdings, LCC, if the Vehicle is not to be parked overnight at the Named Driver's residence for three or more consecutive nights.
- 17) The Vehicle and keys must be returned to a representative of Exchange House Holdings, LLC, on or before the end of the Dates of Coverage.
- 18) The Named Driver shall defend, indemnify, and hold harmless Exchange House Holdings, LLC, and its members, from any and all actual and alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to vehicle, property, or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Exchange House Holdings, LLC, and its members in connection with or arising out of the use of the Vehicle. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Exchange House Holdings, LLC, for all legal expenses and costs incurred by it.