



11032 Biscayne Blvd. Miami, FL 33181  
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 Phone: 305-785-4307

Servicing Southeast Florida RA# \_\_\_\_\_ Location: \_\_\_\_\_

RENTER'S INFORMATION			ORIGINAL					
Renter's Name			Unit #	Vin #				
Address			Make	Model	Year			
City	State	Zip Code	License Plate	Color	Time Out			
Driver's License	State	Expiration	Fuel Out	Date Out				
D.O.B.	Telephone		Due Back					
Business Name	Telephone		Date In	Fuel In	Time In			
Business Address	State	Zip Code	Miles Out	Miles In				
Local Contact	Telephone		Miles Driven	Free Miles	Miles Charged			
Additional Driver	D.O.B.		Miles @ \$	Per Mile	\$			
Driver's License	State	Expiration	Hours @ \$	Per Hour	\$			
Insurance Co. & Policy			Days @ \$	Per Day	\$			
<p><b>Renter and Additional Driver(s) agree to the following and all terms and conditions on the next page hereof.</b></p> <ol style="list-style-type: none"> <li>Any driver under the age of 21 years old is forbidden to operate vehicle.</li> <li>All accidents must be immediately reported to police and Save Gas, Inc.</li> <li>Renter pays for gasoline and must return vehicle full or be subject to charge per gallon on previous page.</li> <li>Renter is liable for all charges, including rental charges, fines, towing, storages, lost keys and penalties until vehicle is returned to a company station.</li> <li>If vehicle checked in at any point other than original rental location, a drop off charge of (\$100 min) may be added.</li> <li>All traffic toll and parking violations are the responsibility of the renter.</li> <li>Renter shall be fully liable for all collision if operated or driven in violation of any of the provisions of this rental agreement.</li> <li>Renter and/or additional listed driver(s) are advised that their willful failure to return the vehicle as agreed may subject them to criminal charges for auto theft. Failure to redeliver hired vehicle by due date constitutes a felony under Florida State Statute §17.52(3).</li> <li>Company is not responsible for lost or stolen articles left in the vehicle.</li> <li>Vehicle shall not be operated by any person except customer and additional renter listed on this agreement.</li> <li>Vehicle may not be removed from the State of Florida. If vehicle is driven out of the State of Florida a charge of \$2.50 (Two dollars and fifty cents) per mile for all mileage put on during the rental period will be charged. This charge shall be in addition to the rates agreed upon by Renter at time of rental.</li> <li>Renter is fully liable for theft if key is left in car.</li> <li>Violations of any terms and conditions of rental contract void the loss damage waiver.</li> </ol> <p><b>THIS CAR MUST REMAIN IN THE STATE OF FLORIDA</b>          LOSS DAMAGE WAIVER DOES NOT COVER BROKEN WINDOWS WINDSHIELDS,          CONVERTIBLE TOP, TIRES OR ANY DAMAGES CAUSED BY RENTER'S NEGLIGENCE</p> <p>Visitor Information Map Acknowledgement Accepted _____ Waved _____</p>			Weeks @ \$	Per Week	\$			
			Months @ \$		\$			
			FL. S/C Day @ \$	Days @ \$	\$			
			Subtotal Taxable			\$		
			Sales Tax			\$		
			L.D.W.	Days @ \$	\$			
			ADD'l Driver(s)	Days @ \$	\$			
			P.A.I.	Days @ \$	\$			
			LIS.	Days @ \$	\$			
			Damage			\$		
			Gas			\$		
			Other Charges			\$		
			Total Due			\$		
Less Credits			\$					
Voucher Credit			\$					
Balance Due			\$					
Checked Out By _____			Checked In By _____					

Renter's Signature \_\_\_\_\_

I HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ON BOTH SIDES ON ALL PAGES OF THIS RENTAL AGREEMENT, IF THIS IS TO BE CHARGED ON A CREDIT CARD, MY SIGNATURE HEREON WILL BE CONSIDERED TO HAVE BEEN MADE IN THE APPLICABLE CREDIT CARD VOUCHER AND I GIVE LESSOR PERMISSION TO FILL OUT AND SIGN VOUCHER ON MY BEHALF.

**IMPORTANT INSURANCE NOTICE**

THE LESSEE'S/RENTER'S INSURANCE CARRIER WILL BE PRIMARILY RESPONSIBLE FOR ANY CLAIM AGAINST THE LESSEE/RENTER AND/OR LESSOR DURING THE USE AND OPERATION OF THE VEHICLE. The lessee is contracting for a responsibility not otherwise required by section 627.7263(1) Florida statutes. Section 627.7263(1) provides: (1) the valid and collectible liability insurance or personal injury protection insurance providing coverage for the lesser of a motor vehicle for rent or lease shall be primary unless otherwise stated in bold type face on the face of the rental or lease agreement. Such insurance shall be primary for the limits of liability and personal injury protection coverage as required by ss. 324.021 (7) and 627.736. The coverage of the lessee's renter's insurance carrier will be primary to the full extent of its liability limits. The name of the lessee's / renters insurance company is entered on page 1. YOU ARE HEREBY NOTIFIED THAT BY SIGNING THIS CONTRACT YOU AGREE THAT YOUR OWN LIABILITY INSURANCE COVERAGE UP TO IT'S FULL POLICY LIMITS.

I HAVE READ THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO THEM.

\_\_\_\_\_  
 Lessee / Renters Signature

\_\_\_\_\_  
 Additional Lessee / Renters Signature

# RENTAL AGREEMENT

Lessor hereby leases to Renter ("Renter" includes any "Additional Driver" signing this Agreement or any other party to whom charges are billed at the direction of the person signing this Agreement, who shall all be jointly and severally liable with Renter for all charges hereunder) the said "Vehicle" described on Page 1 hereof upon the terms and conditions herein.

1. The parties agree that Renter is not and does not and does not hereby become an agent, servant or employee of Lessor in any manner whatsoever.
  2. VEHICLE SHALL BE RETURNED TO LESSOR'S AGENT ONLY AT THE CITY FROM WHICH RENTED, on the return date stated (Page 1) herein; or sooner, upon demand of Lessor. Renter acknowledges said vehicle is the rightful property of Lessor, although registered title may be in a third party, and that Renter Received the same in good and safe mechanical condition; except as noted on the face of this Agreement. RENTER AGREES TO RETURN SAID VEHICLE AT THE DATE AND TIME SPECIFIED ON PAGE 1 OF THIS AGREEMENT; LESSOR MAKES NO WARRANTIES OR UNDERTAKINGS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR ANY VEHICLE COVERED UNDER THIS AGREEMENT, EXCEPT AS STATED HEREIN.
  3. RENTER AGREES THAT SAID VEHICLE SHALL NOT BE OPERATED: (a) to carry passengers or property for consideration, expressed or implied; (b) in any race or speed test or contest; (c) to propel or tow any trailer or vehicle used as a trailer; (d) by any person other than the Renter or Additional Driver who signed this Agreement; provided always that Renter must be at least 25 years of age and a qualified licensed driver; (e) by any person with respect to whom Lessor has been furnished with false or untrue information; (f) by any person under the influence of intoxicants or narcotics of any kind; (g) for any illegal purposes; (h) in any instance where the speedometer of the said vehicle has been tampered with or disconnected; (i) outside of the State of Florida; (j) off any paved road or in a reckless or abusive manner; (k) in violation of any law or ordinance concerning the operation, use or possession of the vehicle; or (l) in violation of any of the terms and conditions hereof.
  4. Renter expressly acknowledges personal liability to pay Lessor on demand: (a) mileage charge computed by reading the factory installed odometer at the rate specified for the mileage covered by said vehicle under the terms of this rental; (b) time and full collision protection charges at the rates specified for this rental; (c) if said vehicle is left elsewhere without Lessor's written consent, to pay a fee equal to \$1.00 per mile from the renting city to the city where left, plus all other costs and expenses incurred, with a minimum charge of \$175.00 (d) State and Local taxes, if any; (e) a sum equal to the replacement cost all tires, tubes, and accessories missing from said vehicle; (f) all fines and court costs for parking, traffic or other legal violations assessed against said vehicle, Renter or Lessor during the term of this Agreement; (g) Lessor's costs, including reasonable attorney's fees at all levels, including appellate fees and costs, incurred by Lessor in connection with this Agreement or Renter's use of the vehicle and / or collecting payments due from Renter hereunder; (h) Lessor's costs to repair all damages to said vehicle; (i) the replacement cost of said vehicle in the event of theft or destruction which renders said vehicle economically unrepairable in Lessor's sole discretion, or the nonreturn of said vehicle; or (j) interest at the highest rate allowed by law for all amounts due over 30 days. Addendum to universal rental agreement shall be part of the rental agreement.
  5. The lessor agrees to provide automobile liability insurance with limits of liability equal to the minimum financial responsibility limit of the State of Florida but only if no other valid and collectible insurance (whether primary, excess or contingent with limits at least equal to the financial responsibility limit of the State of Florida) is available to the Renter or operator of the automobile. Renter expressly agrees to indemnify and hold harmless Lessor and its insurer from and against all loss, liability, and expense for damages or liability to third parties or Renters as a result of bodily injury, death, or property damage caused by or arising from the use or operation of said vehicle. Every accident must be immediately reported by the Renter in writing to the proper police authority and to the station from which the vehicle is rented, and in any event within twenty-four hours after the accident. The Renter or Driver must immediately deliver to the station from which the vehicle is rented or to Lessor's insurer, every process, pleading or notice of any kind relating to any and all claims, suits and proceedings received by the Renter or Driver. The Renter or Driver shall not in any manner, aid or abet any claimant, but shall cooperate fully with Lessor and its insurer in all matters connected with the investigation and defense of any claim, suit or accident, and provide to Lessor a copy of police report at renters expense within two days from when report is available.
  6. LOSS DAMAGE WAIVER ("LDW"): If Renter accepts LDW as evidenced by his initials in the place provided on the other side of this Agreement and fully pays for same, then Renter's liability to Lessor for damage to the vehicle caused by a collision only, shall not exceed the deductible amount provided Renter is not otherwise in default of any term or condition of this Agreement. Renter acknowledges that LDW is not insurance and that his insurance shall remain primary, even if he accepts LDW.
  7. Renter agrees that if Renter has breached this Agreement in any way or manner or if Renter has not returned said vehicle to the station from which it was rented within the time and date herein agreed upon for its return, upon demand of Lessor, or if the vehicle is abandoned; Lessor may, in its sole discretion, repossess and recover the vehicle without the necessity of official legal process or procedures. Renter agrees that Lessor may use self-help of any peaceful and reasonable nature in attaining the prompt return of its vehicle under said condition of breach by Renter. Renter will bear any and all expenses incurred by the Lessor in attempting to locate, repossess and recover said vehicle, and hereby waives any and all recourse against the Lessor or other person for any damage or claim including but not limited to Renter's arrest or prosecution, even though Renter may consider such arrest or prosecution to be false, malicious and unjustified.
  8. In addition to any other remedy provided for herein, should Renter fail to return the vehicle after the stated return date, his liability for use and mileage shall continue at double the per diem rate, and double the mileage rate, until the vehicle is returned to Lessor.
  9. Renter hereby authorizes, directs and instructs Lessor or its representative to process one or more credit card vouchers in Renter's name for any and all charges or liabilities for which Renter is responsible under the terms and conditions of this Agreement, whenever incurred; including the default penalty provisions hereof. This Rental Agreement may be used as a credit card voucher.
  10. In the event Renter uses the vehicle in contravention to or in violation of any term or condition of Paragraph 3 of this agreement, or fails to report any accident in accordance with Paragraph 5, Renter shall be liable for all loss or damage to such vehicle, regardless of whether Renter has accepted collision damage waiver.
  11. This Agreement may not be assigned or transferred by Renter.
  12. Lessor is not responsible for loss, damage or theft of any property, whatsoever of Renter or any third party which is left, stored, loaded, or transported by Renter or any third person in or about the vehicle, any service vehicle, or left at Lessor's premises or with any agent of Lessor. Renter hereby agrees to indemnify and hold harmless Lessor and its agents from any claims for loss or damage to such property, including costs and attorney's fees incurred thru the appellate level.
  13. Lessor shall not be liable for any indirect or consequential damages in connection with or arising out of the use or operation of the Vehicle or this Agreement. In the event any portion of this Agreement is declared invalid, it shall be severable and the remainder shall continue in full force and effect.
  14. Lessor's remedies provided hereof are cumulative, and if Lessor elects not to enforce any right it has at any time, such temporary waiver shall not be deemed a waiver of such right, or any right arising therefrom.
  15. This Agreement shall be construed according to the Laws of the State of Florida. Renter hereby waives any and all right to trial by jury and expressly submits to the jurisdiction and venue of the Courts in Dade County, Florida; or the United States District Court for the Southern District of Florida; for any action commenced in connection with any injury or the use or operation of the vehicle or other matter under this Agreement, regardless of the physical location of an accident or breach of this Agreement. In any legal proceeding predicated upon or arising from this Agreement, the prevailing party shall be entitled to an award of necessary costs and reasonable attorney's fees, including any appellate costs and fees.
16. LOSS OF USE OR VEHICLE DOWN-TIME CAUSED BY THE VEHICLE BEING DAMAGED OR STOLEN, AND BEING REMOVED FROM THE RENTAL FLEET AT A RATE EQUAL TO THE DAILY RENTAL RATE WHILE THE VEHICLE IS BEING REPAIRED AND OUT OF SERVICE AS A RESULT OF THE DAMAGE OR LOSS OF PARTS OR THE VEHICLE REGARDLESS OF FAULT. RENTAL WILL CONTINUE FORCE AND WILL BE BILLED UNTIL THE VEHICLE IS AVAILABLE FOR RENTAL.