**CAR RENTAL AGREEMENT**

This Car Rental Agreement (hereinafter referred to as the “Agreement”) entered into as of [Date] by between [Owner Name] with a mailing address of [Owner Address] (hereinafter referred to as the “Owner”), and [Renter Name], with a mailing address of [Renter Address] (hereinafter referred to as the “Renter”). collectively referred to as the “Parties,” both of whom agree to be bound by this Agreement.

**Car Being Rented.**

The Owner agrees to rent the following Car to the Renter:

|  |  |  |  |
| --- | --- | --- | --- |
| **Make:** | [Make] | **Model:** | [Model] |
| **Year:** | [Year] | **Color:** | [Color] |
| **Mileage:** | [Mileage] | **VIN Number:** | [Number] |
| **Additional Information:** [Additional Information] | | | |

hereinafter referred to as the “Car”.

**Rental Amount.**

The amount of the Car Rental is $ [Amount] per day / week.

The Rental includes unlimited miles. The Renter will not be required to pay any fees for miles used.

**Car Cost Disclosure.**

The full retail value of the Car as of [Reason] is $ [Amount]

**Down Payment.**

The Renter will provide a down payment of $ [Amount] which will be deducted from the amount to be paid over the term of the Rental.

**Rental Duration.**

This Agreement will begin on [Date] and remain in full force and effect until the Car is returned to the Owner. It is agreed that the Renter will return the Car on [Date] unless the Agreement is terminated earlier.

**Damage or Loss**.

As permitted given the extent of the law, the Renter will be responsible for risk of theft, damage, loss, or destruction of the Car from any and every cause. If while in the Renter's possession the Car becomes damaged, the Renter agrees to pay for any and all costs of repair, up to the current value of the Car. If while in the Renter's possession, the Car becomes lost, the Renter agrees to pay the Owner its current value.

**Late Return.**

If the Car is returned to the Owner after the date and time that the Rental period ends, the Renter agrees to pay the Owner a charge of $[Amount] per day for each day beyond the end of the rental period, until the Car is returned. The Owner is also allowed to subtract these charges from the security deposit (if applicable).

**Security Deposit.**

In addition to the fees listed in the Rental Amount and Late Return, The Renter agrees to pay a deposit of $ [Amount] at the time this Agreement is signed. The Owner may use this deposit to cover any amounts due under this Agreement.

**Insurance.**

Insurance coverage is required for the Car under this Agreement.

**Car Responsibility.**

The Renter agrees that they will be the sole operator of the Car over the term of the Rental, unless otherwise agreed upon with the Owner.

**Car Care.**

It is agreed that the Car must only be used in a proper and careful manner consistent with the Owner's instructions and/or as the Car was originally designed.

**Legal Fees.**

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees, collection fees and the like.

**Legal and Binding Agreement.**

This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

**Governing Law and Jurisdiction.**

The Parties agree that this Agreement shall be governed by law.[State] State

**Entire Agreement.**

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

|  |  |
| --- | --- |
| **RENTER:** | **OWNER:** |
| Signature: [Signature] | Signature: [Signature] |
| Name: [Name] | Name: [Name] |
| Date: [Date] | Date: [Date] |