**CAR RENTAL AGREEMENT**

State: [State]

**Background:**

This Car Rental Agreement is made and entered into on the [Date] between:

**Owner:** [Owner Name] located at [Owner Address] with a mailing address of [Owner Address] (“Owner”) and

Renter: [Renter Name] located at [Renter Address] with a mailing address of [Renter Address] (“Renter”)

Identification of Rental Vehicle

Owner hereby agrees to rent to Renter, a passenger vehicle identified as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Make:** | [Make] | **Model:** | [Model] |
| **Year:** | [Year] | **Color:** | [Color] |
| **Mileage:** | [Mileage] | **VIN Number:** | [Number] |
| **Price:** | [Amount] | **Body Style** | [Body Style] |
| **Odometer Reading** | | [Odometer Reading] | |

**Rental Term**

The term of this Car Rental Agreement runs from [Date] to [Date], upon completion of all terms of this agreement by both Parties.

[The Parties may shorten or extend the estimate term of rental by mutual consent.]

**Scope of Use**

* Renter will use the Rented Vehicle only for personal or routine business use and operate the Rented Vehicle only on properly maintained roads and parking lots.
* Renter will comply with all applicable laws relating to holding licensure to operate the vehicle and pertaining to operation of motor vehicles.
* Renter will not sublease the Rental Vehicle or use it as a vehicle for hire.
* Renter will not take the vehicle location limit.
* Renter will not allow any other person to operate the Rented Vehicle unless identified here:

Primary Vehicle Operator: [Drivers License Number]

Additional Vehicle Operator: [Drivers License Number]

**Mileage**

Mileage of the Rental Vehicle is mileage at the time of commencement of this Car Rental Agreement. Mileage on the vehicle will be limited [Mileage Limitations]. Any mileage on the vehicle in excess of this limitation will be subject to an excess mileage surcharge of [Excess Mileage Fee] per mile.

**Rental Fees**

Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:

[Base Fee]

[Fuel]

**Security Deposit**

Renter will be required to provide a security deposit to Owner in the amount of dollars (“Security Deposit”) to be used in the event of loss or damage to the Rental Vehicle during the term of this agreement. Owner may, in lieu of collection of a security deposit, place a hold on a credit card in the same amount.  In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost.

**Insurance**

Renter must provide to Owner with proof of insurance that would cover damage to the Rental Vehicle at the time this Car Rental Agreement is signed, as well as personal injury to the Renter, passengers in the Rented Vehicle, and other persons or property.

If the Rental Vehicle is damaged or destroyed while it is in the possession of Renter, Renter agrees to pay any required insurance deductible and also assign all rights to collect insurance proceeds to Owner.

**Indemnification**

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter’s operation or use of the Rented Vehicle during the term of this Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes.

Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle.

**Representations and Warranties**

Owner represents and warrants that to Owner’s knowledge; the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

**Jurisdiction and Venue**

In the event of any dispute over this Agreement, this Car Rental Agreement will be interpreted by the laws of [Sender Country], and any lawsuit or arbitration must be brought in the corresponding region of [Sender Country]. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement would still have full force and effect.

**Entire Agreement**

This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this Agreement can be made unless in writing signed by both parties. Any notice required to be given to the other party will be made to the contact information below.

Date and Time of Vehicle Pickup: [Date] / [Time]

**Signatures**

|  |  |  |  |
| --- | --- | --- | --- |
| **Owner Signature:** | [Signature] | **Date** | [Date] |
| **Renter Signature:** | [Signature] | **Date** | [Date] |