

rentid car rental agreement

The person or entity identified as “Client” or “Company” and the person identified as “Renter” on the Trip Summary below were connected online through rentid software. As part of connecting through rentid, the Client and Renter agreed to be bound by the [rentid Terms of Service](#) and incorporated policies.

Coverage. In addition to any personal insurance coverage the renter may have, rentid offers supplementary protection with different levels of out-of-pocket maximums, which the renter may purchase or decline. See below for details of this agreement. **The renter is financially responsible for any covered damage to the client’s vehicle, up to their purchased protection plan’s out-of-pocket maximum listed below, regardless of whether or not the damage was their fault.**

THESE TERMS AND CONDITIONS, THE RENTAL RECORD SIGNED BY YOU AND ANY OTHER DOCUMENTS WHICH YOU ARE REQUIRED TO SIGN WHEN YOU RENT A VEHICLE, AND WHICH MAY BE SIGNED ELECTRONICALLY, WHICH BOTH YOU AND [CLIENT] AGREE SHALL BE TREATED AS ORIGINAL, TOGETHER CONSTITUTE THE AGREEMENT (“THIS AGREEMENT”) FOR THE RENTAL OF THE VEHICLE IDENTIFIED ON THE RENTAL RECORD, INCLUDING ALL OF ITS PARTS. THIS AGREEMENT IS BETWEEN THE PERSON IDENTIFIED AS THE RENTER OR AN AUTHORIZED OPERATOR (AS DEFINED BELOW) IN THIS AGREEMENT (“YOU”) AND THE [CLIENT], WHICH IS IDENTIFIED ON THE RENTAL RECORD (“[COMPANY]”).

1. Your Rental. You rent from a Client (holder of rentid’s membership) the vehicle described on the Rental Agreement, in which the rental is solely a transfer of possession and not of ownership. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. “Renter”, “You” and “your” refer to the person who signs this agreement, “we”, “our” and “us” refer to rentid. “Client” refers to **(dynamic - Host’s name)**. “Trip” is the period between the time Renter takes possession of the Vehicle until the Vehicle is returned or recovered and in either case, dropped off by Renter.

No one other than [COMPANY] may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than [COMPANY] is void. Neither You nor any Authorized Operators are agents of [COMPANY]. No one may service or repair the Car without [COMPANY]’s prior express approval. [COMPANY] MAKES NO EXPRESS OR IMPLIED WARRANTIES,

INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

You also agree that you are not our agent for any purpose; and that you cannot assign, delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

2. Protection Plans. When booking a vehicle, you may choose from three options that contractually limit the amount you're legally obligated to pay out-of-pocket in the event of physical damage to the vehicle that is not covered in part or in full by your own personal auto insurance: minimum, standard and premium. When selecting a coverage option, you understand you will be charged for it. Visit www.rentid.com for additional information, terms and coverage limits. You may also decline protection plans. If you choose not to select a coverage option you will be responsible for any damage to vehicles, properties and humans, including but not limited to, a full vehicle replacement or equivalent value in the event of a total loss.

3. Changes. You further agree that rentid has the unilateral right to change this Rental Agreement without any notice. Such changes will apply to rentals that you reserve after they have been made. Changes to this Rental Agreement will be posted as they occur on rentid (at www.rentid.com) and will govern all rentals commencing after posting even if the terms provided at time of reserving the rental car are different. These changes do not refer to dynamic fields this agreement contains, such as the renter's personal details or violation fee amounts and cancellation terms.

4. Meaning of Vehicle and Vehicle Condition. The word "vehicle" in the Rental Agreement means the vehicle rented to you or its replacement and includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by us with the vehicle and separately rented to you by us unless otherwise explicitly specified in the Rental Agreement. You agree that you received the Vehicle and any Extras in good physical and mechanical condition, unless otherwise identified in Pick-up Photos. You have an opportunity to inspect the Vehicle and any Extras and their operation, and if you determine that the Vehicle or any Extra is unsafe, you should notify the Client immediately. You may not access the vehicle prior to the trip start.

5. Who May Drive The Car. You represent to the Client that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. You agree to allow rentid to access your personal data photographs to execute authentication, verification and driver history scan (via rentID). You agree that rentid has the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to each rental; and that Client may at their sole discretion refuse to rent to you if your license is not in good standing or for other

reasons including (i) information about your license status, (ii) authenticity of your driver's license or other credentials, (iii) the inability to verify your identity or payment methods, (iv) your driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credential that they believe to be reliable. The same rules and procedures apply for any additional drivers added to the reservation.

6. Cancellation Terms

If you cancel the trip up to 24 hours prior to the trip start, there will be no charges. If you cancel the trip within 24 hours prior to the trip start, you'll be charged 25 % of the booking cost. If a client cancels the trip, you will be fully refunded for the trip.

7. Safety of the Trip

You are obliged to operate the vehicle safely, and in compliance with all applicable laws, wear seat belts during the operation of the vehicle and make sure that all of your passengers are wearing seat belts. You are also required to meet any laws or regulations regarding child safety seats and other protections for children. You must take proper care of the vehicle, not leave it unlocked or with the keys unsecured.

8. Personal Property, Including Personal Information and Data. The Client and renter are not responsible for any damage to, loss or theft of, any personal property of renter's or data contained therein, whether the damage or theft occurs during the trip or after it's completed. All personal property left in the Vehicle or on the Client's premises is not subject to bailment. You acknowledge that any personal data or information downloaded or transferred to the Vehicle may not be secure and may be accessible after the trip is completed. You release the Client from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

9. Return of the Vehicle. You agree to return the vehicle to the Client in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Trip Summary of this Rental Agreement. If return is indicated to a location other than the location where your rental commences, you may have to pay a one-way service fee. If you return it earlier, there will be no refund. If returned later, you may be charged a late return fee or an additional distance fee. If you wish to extend any rental you must contact the Client. After that, they may or may not grant an extension or decline to grant it for the entire period you request. If you do not return the car to the location specified in the Rental Agreement, as and when required under the Rental Agreement, you may be subject to an improper return fine. If due to your failure to return the vehicle to the indicated location and by the time agreed upon with the vehicle owner, it is reported as stolen, you will be charged a \$500 case administration fee.

10. Renter's Financial Responsibility is Primary. As outlined in rentid's Terms of Service, with regard to physical damage to or theft of the Vehicle that occurs during the Trip, you are financially responsible, regardless of who is found at fault. This responsibility applies whether you have your own auto insurance or not. If any accident happens or the vehicle is missing or stolen, you must immediately report it to Client. You agree to work with the Client to make a claim for coverage under any policy of insurance that applies to the loss if any damage occurs to the Vehicle during the Trip.

11. Violation Fees, Taxes, Surcharges, Fines. You agree to pay fees for a violation in case it occurs, and all the applicable service fees and other charges, according to [rentid Terms of Service](#). These may be surcharges and/or recovery fees to recover certain costs (e.g. charge for lost key replacement, tow charge, etc). You'll pay or reimburse the Client for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of your rental. You agree to and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

12. Telematics Notice and Release. The Vehicle may have features or an on-board device that may monitor the current state of the Vehicle during the Trip. The non-personal information collected by the features or on-board devices may include, for example, the Vehicle's condition; damage and accident records; performance, operation and diagnostic data; and information on mileage, acceleration, velocity, fuel consumption, fuel level, tire pressure, odometer, location and direction, and other vehicle information. Use of the features or on-board device is subject to the terms and conditions posted by the vehicle manufacturer or technology provider, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. Unless prohibited by law, you authorize the use or disclosure of or access to the information collected from the Vehicle, and you are responsible for informing all guests and all additional drivers of these terms. **You agree to release the Client and agree to indemnify, defend and hold harmless the Client, operator of the features or on-board devices, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation you, additional drivers and passengers) or property caused by failure of the features or on-board device to operate properly or otherwise arising from the use of the feature or on-board device by you, additional drivers, guests or the Client. You agree not to modify, uninstall or tamper with existing telematics equipment or devices under the penalty of full device replacement and or other damages and fees accrued due to tampering with**

said device(s). If a device is removed or otherwise tampered with Client retains the right to end the rental early at their sole discretion.

13. Repossessing the Car. The Client can repossess the car at any time at their sole discretion for reasons that include, but are not limited to the following: the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the car or affecting the car's operation. If the car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car.

14. Prohibited Use of the Car. Certain uses of the car and other actions you or another authorized driver may take, or fail to take, that violate the Rental Agreement, terminate your rental and cause the corresponding liability. **It is a violation of this Paragraph if any of the following occurs:**

A. You use or permit the car to be used: 1) by anyone other than an authorized driver; 2) to carry passengers or property for hire or more passengers than the car has seat belts to carry; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol, any controlled substance, including without limitation, any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; 7) recklessly or while overloaded; or 8) if the car is driven into Mexico without a Client's expressed permission. 9) to Carry hazardous materials (other than customary quantities of materials used in the operation of the Car that are stored within the containers provided for them), explosives, biologically active materials that are hazardous to human health or radioactive material including, but not limited to, any biologically active or radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto; 10) in driver training activity 11) if the Car has been obtained from [COMPANY] by fraud or misrepresentation. B. You or an additional driver, whether authorized or not: 1) Where required by law, failed to report an accident to law enforcement; 2) obtained the car through fraud or misrepresentation; 3) leave the car and fail to remove the keys (or key fobs) or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; or 4) intentionally or with

willful disregard cause or allow damage to the car. C. You or an additional driver, whether authorized or not, return the car after hours and the car is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the car, its keys, key fobs, or other remote entry and starting devices. D. Driving or operating this car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

15. Cooperation. You agree to cooperate and coordinate with rentid generally and to take any actions rentid reasonably requests in connection with (i) this Rental Agreement, (ii) your use and return of the car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Rental Agreement or your use of the car, including without limitation, execution and delivery of any documents rentid reasonably requests, giving testimony under oath, and taking any other actions rentid reasonably requests related to this Rental Agreement or your car rental.

16. Charges. ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.

- (a) You agree and understand that this Rental Agreement includes and is by proxy subject to any and all charges listed in the Rentid general Terms of Service.
- (b) Charges will continue to accrue until the Car is returned to [COMPANY] or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to [COMPANY].
- (c)

State Specific Notices. The following notices and requirements apply if you rent a car from us in any of the following states or if you take a car into any of the following states:

CALIFORNIA:

NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

You are responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees.

Your personal auto insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company, or credit card issuer, to

find out about your coverage and the amount of the deductible, if any, for which you may be liable.

Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies.

The cost per day of the optional damage waiver is stated on your Rental Contract, Rental Receipt or other documents which make up the Rental Agreement.

Liability Protection. With respect to rentals commencing in California, the Rental Agreement does not afford you, or any other driver, any insurance or protection against liability in this state. You nevertheless agree to promptly notify a Client of any accident in which the car is involved and to assist and cooperate with them in the investigation, including any police investigation and handling of such accident or claim of liability against you or them arising out of such accident or otherwise out of your rental. You also agree to promptly advise them of any suit, claim or communication you receive, or which you know another driver of the car receives, that is related to any such accident. You will report any accident or loss involving the car to the police and/or motor vehicle immediately upon occurrence.

FLORIDA:

Return of Car. Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.

Liability Protection. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021 (7) and 627.736, Florida Statutes.

HAWAII:

1. LDW is optional. 2. LDW entails an additional charge. 3. The actual charge per day for LDW is stated on your Rental Contract, Rental Receipt or other documents which make up the Rental Agreement. 4. All restrictions, conditions, and provisions of LDW are in Paragraph 13. 5. The renter or authorized driver may already be covered for damage to rental vehicles through their own insurance policy and should examine the policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented vehicle, and the amount of the deductible. 6. By entering into the rental agreement, renter may be liable for damages, loss, or loss of use to rental vehicle. Renter has read, understands and acknowledges this disclosure.

PENNSYLVANIA:

REJECTION OF UNINSURED MOTORIST PROTECTION: You are rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance issued under this agreement, for yourself and all other passengers of this

car. Uninsured coverage protects you and other passengers in the car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages