

Zadart Car Rental Agreement

Car: _____ Odometer: _____ Included Miles/Day: _____

Daily Rate: _____ Hourly Rate: _____ Extra Miles: \$ _____ per Mile Initials: _____

1. **General:** This Agreement is between the person signing it, or otherwise indicating assent as the car renter ("you," "your" or "yours") and **ZADART LLC** ("we," "us," "our" or "ours") and covers the rental of each car by us to ("rental"). You understand that this Car Rental Agreement will apply to each rental of a car to you by us, as fully as if contained in a separate agreement signed by you. You agree and understand that your obligations under this Agreement are personal and are not assignable or transferable by you. The terms of this Agreement are governed by the law of the State of Washington.

2. **Zadart Location Tracking:** You agree to have the car's location tracked at all times, which can be accessed remotely without your knowledge. Additionally, you acknowledge that Zadart LLC is able to monitor vehicle diagnostics to prevent improper or unsafe behavior.

3. **Meaning of Car:** The word "car" means the vehicle rented to you or its replacement and includes tires, tools, equipment, keys, accessories, plates and car documents.

4. **Who Can Drive the Car:** You may drive the car as you represent that you are a capable driver, and you are a validly licensed driver, and that you hold your own insurance policy with liability coverage in force, and that you also hold a comprehensive insurance that covers rental cars as well. In addition to yourself, you may allow others to drive the car as long as both your liability and comprehensive insurance covers them as well or they have similarly equivalent coverage of their own. The additional driver's insurance must be verified by Zadart and a rental contract must be signed. *If it is discovered that another party has operated the vehicle without verified insurance and a signed rental contract, a minimum of a \$1000.00 fee (subject to additional fees depending on the severity of the circumstance) will be assessed to the primary renter of the vehicle.*

X _____

5. **Return of the Car:** You agree to return the car to us in the same condition you received it, on the due date and at the time and to the location specified by you at the time of rental. You must return it sooner upon our demand. If you return it earlier or later, a different or higher rate may apply and, if returned later, you may also be charged a late return fee. You may not return the car at a time when we are closed.

If you wish to extend any rental you must contact us to request it before your return date. We may or may not grant an extension or decline to grant it for the entire period you request in our sole discretion. If we do grant an extension a different or higher rate may be applied to the extension period; and a service fee may also apply.

6. **Rental Charges:** You will pay for the number of miles you drive and the period of time you rent the car at the rates provided to you herein. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, tolls, repossession costs, other fees and surcharges. You will also pay a reasonable fee for cleaning the car's interior upon return for excessive stains, dirt, soilage, smell, or smoke attributable to your use as determined solely by us. *Pets are prohibited inside of vehicles. If you smoke in the car, we will charge you an additional \$500.00.*

X _____

7. **Start of Rental:** The rental commences when you receive the keys to the designated car from us

8. **Repossessing the Car:** We may repossess the car anytime it is found illegally parked, being used to violate the law or this Agreement, or appears to be abandoned. We may also repossess the car anytime we discover you made a misrepresentation to obtain the car.

9. **Prohibited Use of the Car:** Certain uses of the car and other things you or a driver may do, or fail to do, will violate this Agreement. A VIOLATION OF THIS PARAGRAPH, WHICH INCLUDES USE OF THE CAR BY AN UNAUTHORIZED DRIVER, WILL AUTOMATICALLY TERMINATE YOUR RENTAL. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS.

It is a violation of this paragraph if:

A. You use or permit the car to be used: 1) by anyone other than an authorized driver, as defined in paragraph 4 above; 2) to tow or push anything; 3) in a test, race or contest 4) **in a way that violates the terms of your comprehensive insurance;**

B. You or an additional driver, authorized or not: 1) fail to report any damage to or loss of the car when it occurs, or when you learn of it but, barring physical incapacity, in no event delayed more than 24 hours; 2) fail to promptly provide us with a written accident/

incident report or fail to cooperate fully with our investigation; 3) obtained the car through fraud or misrepresentation; 4) Leave the car unattended for any duration of time while the vehicle engine is operating, or leave the keys or key-fob(s) in the vehicle, or lock all windows, doors and the trunk, and the car is stolen or vandalized. 5) return the car after hours and the car is damaged, stolen or vandalized or otherwise failed to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices.

10. Roadside Assistance: Zadart does not offer roadside assistance.

11. Insurance, Hold & Incidentals

A. Zadart does not offer Loss Damage Waiver (LDW) or any other kind of insurance product to protect you. You are liable to all forms of damage to the car, to our business, to any other property and to any bodily injury you cause to us or others.

B. You must have a valid comprehensive car insurance that covers rental cars with full protection for us, the car, and third parties. You must provide us with a proof of such insurance and a valid driver's license before you take possession of the car. Failure to produce proof of said insurance at the time of rental may result in cancelation of the rental without any refund.

C. You agree to have us maintain a hold on your credit card to cover for incidental costs and loss. These costs can include insurance, gas, tolls, various fees by us and others, service, fines, bills unpaid by you, any damage to the car, or loss of use of the car, late fees, and any other cost that you are liable for.

D. You agree to let Zadart charge your credit card for any and all of the costs described herein at our discretion and without explicit or additional consent from you. You acknowledge and agree that these charges may exceed the hold placed on your credit card. You further agree that the costs described in herein will be determined by Zadart, and may be discovered after you already returned the car and left the premises.

E. You further agree to let Zadart keep the hold on your credit or debit card for up to 30 days after you returned the car.

12. Damage to/Loss of the Car: You are responsible for any loss or damage to the car while in your possession and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost and the estimated loss of market value of the car. Or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale.

If the car is stolen and not recovered, you will pay the car's fair market value before it was stolen. You authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires and antenna, as part of your rental charges at the time of return. Damage to the car's wheels will be charged at a **minimum** of **\$500.00** per wheel, unless prior damage to the same area has been previously documented, the **minimum** will be **\$300.00** per wheel. Gasoline to top the tank is charged at **\$25.00** per quarter tank if the vehicle is returned with less gas than when the rental began. **All vehicles require a minimum of 91 octane fuel.** If a lower grade fuel is used, you will lose your **\$1000.00** damage deposit and be charged for any additional repair costs.

X _____

As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus any towing and storage charges, if any ("Incidental Loss"). You also authorize us to collect any or all of our loss from any driver of the car or any third party that is responsible for the loss. You understand that you are not authorized to repair or have the car repaired without our express prior written consent.

13. Parking Your Own Vehicle: If you park your own Vehicle at Zadart business location(s) you hereby acknowledge that Zadart does not maintain any insurance covering any loss or damage to the Vehicle. You alone assume responsibility for any and all loss or damage while the Vehicle is parked at the Zadart business location(s). You expressly release Zadart, its employees, agents, officers, directors, shareholders, members, owners, managers, affiliates, successors, and assigns from any and all liability, loss, damage, cost and expense, including, without limitation, attorney's fees and costs arising out of or relating to your vehicle parking at the company's business location(s) ("claims"). You will refrain from directly or indirectly asserting any claim or demand, or commencing, instituting or causing to be commenced any proceeding of any kind against any Zadart's party, based upon any such Claim. Vehicle Owner further agrees to indemnify, defend and hold the Zadart's parties harmless from and against any such claim.

14. Limited liability: You agree to not hold the legal owners of the car or the shareholders of Zadart liable to damages due to any incident with the car, even if the cause is negligence or gross negligence. You agree to not seek damages in any form from the legal owners of the car or from the shareholders of Zadart. If any term or condition in the Agreement is found to be illegal or unenforceable by any court of law, it will not affect the validity or enforceability of all other remaining terms and conditions in this Agreement.

Your name

DOB

Driver's License

Insurance Policy#

Your Signature

Today's Date

Release and Waiver of Liability and Assumption of Risk Agreement

Concerning Your Driving of a Car Rented from Zadart Exotic Car Club and Rentals

Read Carefully before signing.

In consideration of being allowed to rent and drive a rental car from Zadart LLC d/b/a Zadart Exotic Car Club and Rentals (hereinafter referred to as "drive")

1. I understand and agree that although I have been supplied with certain information on the operation, performance features and other aspects of a Zadart rental car, or the prescribed course of a drive suggested by Zadart in which I will drive a Zadart rental car, or any course of any drive by me driving or riding in a Zadart rental car for whatever purpose, the nature of the drive does not permit me to inspect the prescribed course or any portion of the prescribed course or the immediately adjacent areas thereof with which I may come in contact during the drive prior to my participation in the drive. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all the necessary precautions to avoid the unsafe areas or conditions of the drive and MAY CHOOSE TO TERMINATE THE DRIVE ON MY OWN INITIATIVE.
2. I understand that any participation in any drive in a rental car from Zadart involves RISKS AND DANGERS, as does any roadway vehicular activity, of serious BODILY INJURY, including PERMANENT DISABILITY, PARALYSIS, AND DEATH {hereinafter referred to as "RISKS"}, and the social and economic losses and/or DAMAGES which could result, COULD BE SEVERE. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others, the circumstances of the drive, the condition and layout of the course, or THE NEGLIGENCE OF THE RELEASEES NAMED BELOW. There may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time.
3. I ACCEPT SUCH RISKS AND RESPONSIBILITIES FOR THE LOSSES AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, even if caused, in whole or in part, by the NEGLIGENCE OF THE 'RELEASESEES" named below.
4. I HEREBY DISCHARGE AND COVENANT NOT TO SUE Zadart LLC d/b/a Zadart Exotic Car Club and Rentals, or any of Zadart's owners, directors, officers, managers, employees, agents, contractors and consultants, and also rescue personnel, owners and lessees of premises used to house the Zadart rental cars, and all others who give recommendations, or directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or the Zadart rental cars, and each of them, their directors, officers, agents, employees, and contractors, all for the purposes herein referred to as "Releasees" FROM ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THERE FORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE DRIVE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Driver's Name _____ Date _____

Driver's License Number _____ State Issued _____

Driver's Signature _____

1st Passenger's Name _____

1st Passenger's Signature _____

2nd Passenger's Name _____

2nd Passenger's Signature _____

Other Passenger's Name _____

Other Passenger's Signature _____

Zadart Rental Car Make and Model _____

Zadart Rental Car Vehicle License Plate Number _____

Witness's Name _____

Witness's Signature _____

Zadart's "Loss of Use" Damage Protection

"Loss of Use" damage refers to the economic loss to the car rental company when the car you drove has been taken out of our rental fleet due to a physical damage that occurred while the vehicle was in your possession. It does not matter who's at fault for the physical damage – you are still responsible.

The "Loss of Use" damage is calculated by counting all of the days that our car is out of the active rental fleet and multiplying it by the daily rental rate for the car. Essentially, it is as if you continue to rent the same car through the repair period.

With exotic cars, the "Loss of Use" damage charges are often very high and can reach tens of thousands of dollars.

Unfortunately, insurance companies routinely refuse to cover "Loss of Use" damages and you, the customer, is the one who ends-up liable for paying the charges from your own pocket.

Zadart offers a "Loss of Use" damage waiver that will protect you from these "Loss of Use" charges whenever the insurance company refuses to cover the "Loss of Use" damage.

_____ **Yes** – I would like to buy the "Loss of Use" damage protection at the cost of \$100.00+tax per day for daily rental rates under \$1000.00, **or** 10% of the total rental cost if the daily rental rate is over \$1000.00.

_____ **No** – I agree to pay the "Loss of Use" expenses out of my own pocket.

Signature

Today's Date



DAMAGE CHECK SHEET

← **OUT** →

DATE:
TIME:
MILEAGE:

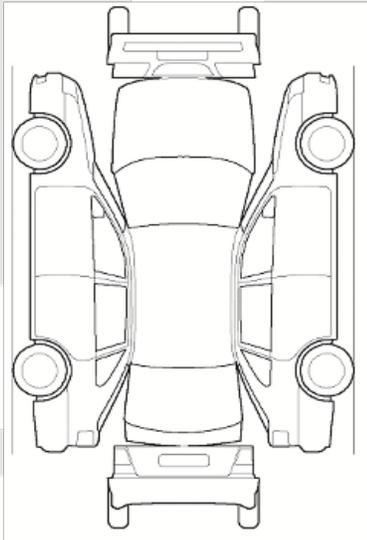
NAME:
 MAKE:
 MODEL:
 DL #:

← **IN** →

DATE:
TIME:
MILEAGE:

FUEL LEVEL
 E 1/4 1/2 3/4 FULL

FRONT



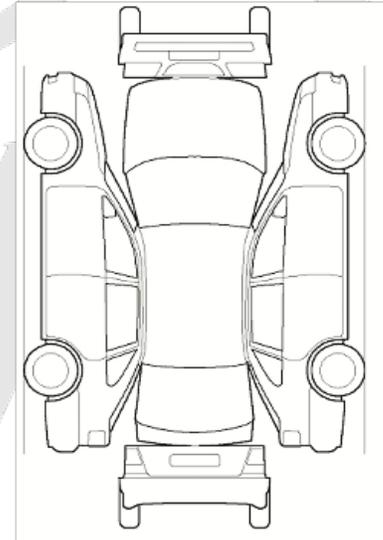
REAR

KEY: D = Dents
S = Scratch
R = Rust
M = Missing

✓	✗	CHECK SHEET	✓	✗
		OIL LEVEL		
		WATER LEVEL		
		SC WASHERS		
		TIRE PRESSURES		
		TIRE CONDITIONS		
		ALL GLASS		
		ALL ELECTRICAL		
		SPARE WHEEL		
		TOOLS, JACK, ETC		
		FLOOR MATS		
		FUEL CAP AND KEY		
		RADIO		
		AERIAL/ROOF		
		INT. ELECTRICAL		
		KEY BATTERY		
		SAFETY BELTS		
		RIMS		
		HEAD/TAIL LIGHTS		
		TURN SIGNALS		
		WIPERS		

FUEL LEVEL
 E 1/4 1/2 3/4 FULL

FRONT



REAR

KEY: D = Dents
S = Scratch
R = Rust
M = Missing

DETAILS OF DAMAGE AND/OR MISSING PARTS

DETAILS OF DAMAGE AND/OR MISSING PARTS

I have inspected the above vehicle and agree that the only damage is that which is state on the check sheet.

OUT

Renter's Signature
 ZADART Signature

Renter's Signature
 ZADART Signature

IN

How did you hear about us? _____

Thank You Card