

CAR RENTAL AGREEMENT

1. 1. Parties

This Car Rental Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [RENTER NAME], located at [RENTER ADDRESS] (the "Renter"). The Renter driver license number is [LICENSE NUMBER], issued by [ISSUING STATE], expiring [LICENSE EXPIRATION], and the Renter date of birth is [DATE OF BIRTH]. Contact information for the Rental Period is [RENTER PHONE AND EMAIL] and [OWNER PHONE AND EMAIL]. Each Party represents that the person signing below is authorized to do so, and the Renter represents that all information provided about identity, license status, and insurance is accurate.

2. 2. Vehicle and Condition Report

The Owner rents to the Renter the following vehicle (the "Vehicle"): [YEAR, MAKE, MODEL], color [COLOR], VIN [VIN], license plate [PLATE NUMBER AND STATE]. The odometer reading at the start of the Rental Period is [START ODOMETER] miles and the fuel level is [START FUEL LEVEL]. Before the Vehicle leaves the possession of the Owner, both Parties will complete and sign the Vehicle Condition Report attached as Exhibit A, walking the exterior and interior and photographing every existing scratch, dent, chip, stain, and tire condition, together with the spare tire, jack, charging cable, and any included accessories. On return, the Parties will repeat the walk-around using the same report. Damage that does not appear on the pre-rental report and is present at return is presumed to have occurred during the Rental Period.

3. 3. Rental Period and Return

The Rental Period begins on [START DATE AND TIME] and ends on [RETURN DATE AND TIME], when the Renter will return the Vehicle to [RETURN LOCATION] with all keys, fobs, accessories, and documents. Rental charges accrue until the Vehicle is physically returned and inspected, whether or not the Renter is using it. A grace period of [GRACE PERIOD, e.g., 29 minutes] applies to the return time; after that, an additional [LATE HOUR RATE] per hour applies, up to a maximum of one additional day at the applicable daily rate. Extensions must be requested at least [EXTENSION NOTICE, e.g., 4 hours] before the scheduled return and are effective only when confirmed by the Owner in writing. Early return does not entitle the Renter to a refund of any prepaid minimum rental.

4. 4. Rental Rates, Charges, and Payment

The Renter will pay [DAILY RATE] per day, [WEEKLY RATE] per week, or [MONTHLY RATE] per month for the Rental Period, plus applicable taxes, registration recovery fees, airport or facility fees of [FACILITY FEE], and any optional products selected. Additional drivers are charged [ADDITIONAL DRIVER FEE] each, and young driver surcharges of [YOUNG DRIVER FEE] apply to drivers under [YOUNG DRIVER AGE]. Payment is due [PAYMENT TIMING, e.g., in advance at pickup] by [PAYMENT METHOD], and the Renter authorizes the Owner to charge the payment method on file for all amounts arising under this Agreement, including charges identified after return such as fuel, cleaning, tolls, citations, and damage. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less.

5. 5. Security Deposit and Authorization Hold

The Renter will provide a refundable security deposit of [DEPOSIT AMOUNT], or will authorize a hold in that amount on a credit or debit card in the name of the Renter. The Owner may apply the deposit to unpaid rental charges, excess mileage, refueling and cleaning fees, tolls and administrative fees, traffic citations, and the cost of

repairing damage that is not covered by insurance or a damage waiver. The unused balance of the deposit will be released or refunded within [DEPOSIT RETURN PERIOD, e.g., 10 business days] after return and inspection, together with a written itemization of any amounts withheld. The Renter acknowledges that the issuing bank may take additional time to release a hold. The deposit is not a limit on the liability of the Renter under this Agreement.

6. 6. Authorized Drivers and Driver Eligibility

Only the Renter and the following additional drivers may operate the Vehicle: [ADDITIONAL DRIVER NAMES AND LICENSE NUMBERS]. Every authorized driver must be at least [MINIMUM DRIVER AGE] years old, must hold a valid, unexpired, unrestricted driver license, and must present that license to the Owner before driving. The Renter will not permit any other person to operate the Vehicle for any reason, including a family member, a valet outside a normal service, or a person driving in an emergency, unless the Owner approves in writing. The Renter warrants that no authorized driver has a suspended or revoked license, a pending charge for driving under the influence, or any medical condition that impairs safe driving. Permitting an unauthorized driver to operate the Vehicle is a material breach that voids any damage waiver and makes the Renter fully responsible for all resulting loss.

7. 7. Permitted Use, Geographic Limits, and Mileage

The Vehicle may be used only for ordinary personal or business transportation on paved public roads and maintained parking surfaces. The Rental Period includes [INCLUDED MILEAGE, e.g., 150 miles per day or unlimited mileage], and mileage above the included allowance is charged at [EXCESS MILEAGE RATE] per mile. The Vehicle may be driven within [GEOGRAPHIC LIMIT, e.g., the State of X and adjoining states] and may not be taken outside that area, into Mexico, or off the continental United States without prior written consent of the Owner, since insurance coverage may not extend there. The Vehicle may not be operated on unpaved roads, beaches, flood-prone routes, or any surface for which it is not designed. The Renter will keep the Vehicle locked when unattended, will not leave the keys in it, and will park it in a legal and reasonably secure location.

8. 8. Prohibited Uses

The Renter will not, and will not permit any driver to: operate the Vehicle while impaired by alcohol, cannabis, prescription medication, or any other substance; use the Vehicle in any race, speed test, driving instruction, or off-road event; carry passengers or property for hire, including rideshare or delivery platforms, unless expressly approved in writing; push or tow another vehicle or attach a trailer without written consent; transport hazardous, flammable, or illegal materials; carry more passengers than there are seat belts; smoke or vape in the Vehicle, which triggers a cleaning fee of [SMOKING FEE]; transport animals outside an appropriate carrier; sublease, rent, or lend the Vehicle to any third party; or use the Vehicle in the commission of any crime. Any prohibited use is a material breach that voids any damage waiver, terminates permission to possess the Vehicle, and makes the Renter responsible for all resulting damage and claims.

9. 9. Fuel and Charging Policy

The Vehicle is provided with a fuel or charge level of [START FUEL LEVEL] and must be returned at the same level using the correct fuel grade or charging standard for the Vehicle. If the Vehicle is returned with less fuel or charge, the Renter will pay [FUEL RATE] per gallon or [CHARGING RATE] per kilowatt-hour plus a refueling or recharging service fee of [REFUELING FEE]. The Renter may instead prepay fuel at [PREPAID FUEL PRICE], in which case no refund is given for unused fuel. Misfueling the Vehicle, including putting gasoline in a diesel engine or using an incorrect charging adapter, is the responsibility of the Renter and includes the cost of towing, draining, and any resulting mechanical repair. The Renter is responsible for all fuel, charging, and parking costs incurred during the Rental Period.

10. 10. Insurance and Optional Damage Waiver

The Renter will maintain automobile liability insurance covering the Renter and every authorized driver, with limits of at least [LIABILITY LIMITS, e.g., state minimum or \$100,000 per person / \$300,000 per accident], and will provide proof of coverage before taking possession. The insurance of the Renter is primary for all liability and physical damage arising during the Rental Period, and any coverage carried by the Owner is excess and contributes only after that coverage is exhausted. The Renter may accept or decline an optional damage waiver of [DAMAGE WAIVER FEE] per day, which is not insurance and, if accepted, waives the right of the Owner to recover certain collision damage but does not cover theft, interior damage, tire and glass damage, misfueling, or any prohibited use. Declining the waiver leaves the Renter fully responsible for physical damage. Credit card rental benefits, if relied upon, are the responsibility of the Renter to confirm and claim.

11. 11. Tolls, Traffic Violations, and Impoundment

The Renter is responsible for all tolls, parking charges, red light and speed camera citations, moving violations, and other penalties incurred during the Rental Period, including those that arrive after the Vehicle is returned. If the Owner receives a citation or toll invoice issued during the Rental Period, the Owner will pay or transfer it as required and charge the Renter the amount due plus an administrative processing fee of [CITATION ADMIN FEE] per item, and the Owner may identify the Renter to the issuing authority as the responsible driver. Any citation for driving under the influence, reckless driving, or leaving the scene is the sole responsibility of the Renter, voids any damage waiver, and makes the Renter liable for all resulting damage, towing, storage, and legal costs. If the Vehicle is impounded or seized for any act of the Renter or a driver, the Renter will pay all towing, storage, and release costs and will continue to pay rental charges until the Vehicle is returned to the Owner.

12. 12. Accidents, Breakdowns, and Roadside Assistance

In the event of any accident, collision, theft, vandalism, or breakdown, the Renter will stop safely, call emergency services if anyone is injured, obtain a police report, exchange information with all involved parties, photograph the scene and damage, and notify the Owner at [OWNER EMERGENCY PHONE] within [ACCIDENT NOTICE PERIOD, e.g., 2 hours] or as soon as safely practical. The Renter will not admit fault, arrange repairs, or authorize towing without the consent of the Owner except where required for safety. Mechanical failure not caused by misuse is the responsibility of the Owner, who will arrange repair or a replacement vehicle where reasonably possible, and rental charges are suspended for any full day the Vehicle is unavailable through no fault of the Renter. Roadside assistance is [ROADSIDE ASSISTANCE TERMS, e.g., included through the Owner policy / the responsibility of the Renter], and service calls caused by a flat tire, lockout, dead battery from lights left on, or running out of fuel are charged to the Renter at [SERVICE CALL FEE].

13. 13. Damage, Loss, Theft, and Loss of Use

The Renter is responsible for all physical damage to and loss of the Vehicle during the Rental Period, regardless of fault, subject only to any damage waiver accepted under Section 10 and to insurance proceeds actually received by the Owner. For repairable damage, the Renter will pay the actual cost of repair, a diminished value amount where supported by an appraisal, and loss of rental revenue at the daily rate for the reasonable repair period, not to exceed [LOSS OF USE CAP, e.g., 21 days]. If the Vehicle is stolen or declared a total loss, the Renter will pay the actual cash value of the Vehicle at the time of loss, plus towing and administrative costs, less insurance proceeds received. The Renter will cooperate fully with any insurance investigation and will provide a signed statement and police report on request. Normal wear from ordinary use, including minor tire wear and small road-debris chips, is not chargeable damage.

14. 14. Late Return, Default, and Repossession

The Renter is in default if it fails to return the Vehicle at the agreed time, fails to pay any amount when due, provides false information, permits an unauthorized driver, or violates any use restriction. On default the Owner may terminate this Agreement, declare all charges immediately due, and, to the extent permitted by applicable law and without breach of the peace, retake possession of the Vehicle wherever it is found, including through a repossession agent, and the Renter will pay all reasonable recovery costs. The Renter authorizes the Owner to use any telematics or GPS device installed in the Vehicle to locate it in the event of default, theft, or a reported accident. A Vehicle not returned within [CONVERSION PERIOD, e.g., 72 hours] after written demand may be reported to law enforcement as unlawfully retained. Personal property left in the Vehicle is not the responsibility of the Owner and will be held for [PROPERTY HOLD PERIOD, e.g., 30 days] before disposal.

15. 15. Indemnification, Assumption of Risk, and Limitation of Liability

The Renter assumes all risk associated with operating the Vehicle and accepts it in its present condition, subject to the Vehicle Condition Report. Except for the express obligation of the Owner to provide a Vehicle in safe, roadworthy condition with current registration and inspection, the Owner makes no other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The Renter will defend, indemnify, and hold harmless the Owner from all claims, damages, fines, and reasonable attorney fees arising from the use, operation, or possession of the Vehicle during the Rental Period, except to the extent caused by the gross negligence or willful misconduct of the Owner or by a mechanical defect the Owner knew of and failed to disclose. Neither Party is liable for indirect, incidental, or consequential damages, including lost wages, missed flights, or alternative transportation costs, and the total liability of the Owner will not exceed [OWNER LIABILITY CAP, e.g., the total rental charges paid].

16. 16. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought exclusively in the courts located in [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees. This Agreement, with the Vehicle Condition Report and any written extension, is the entire agreement of the Parties and replaces all prior discussions; amendments must be in writing and signed by both Parties. If any provision is unenforceable the remainder stays in effect. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. RENTER: [RENTER NAME]. Signature: _____. Printed Name: [RENTER SIGNER NAME]. Date: [DATE]. The Renter separately initials acceptance or declination of the optional damage waiver: Accept _____ / Decline _____. Electronic signatures have the same effect as original signatures.

17. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Vehicle rental is regulated differently in every state, and rules on minimum liability limits, damage waivers, young driver surcharges, loss of use, diminished value, administrative fees, and repossession vary widely. Peer-to-peer and commercial rental operations may also face licensing and consumer disclosure requirements. Review and adapt this document for your own facts, and consult a licensed attorney and your insurer before using it. Use of this template does not create an attorney-client relationship with ScanContract.