



Utah Full Service Brokers
6792 South 1300 East
Salt Lake City, UT 84121
(801) 563-8372

RENTAL TERMS

FREE MOVING TRUCK RENTAL AGREEMENTS

PROVIDER hereby rents to the Customer named on Signature Page of Rental Agreement, the vehicle described, subject to the terms and conditions below.

1. **Driver of Vehicle.** The vehicle may be driven only by the Customer or such other validly licensed individual(s) who are properly identified on Page One of this Agreement.

2. **PROHIBITED USE OF VEHICLE.** Vehicle shall NOT, under any circumstances, be used for any of the following purposes or under any of the following conditions, and any such use is WITHOUT PROVIDER PERMISSION:

- (a) By anyone without first obtaining PROVIDER'S written consent.
- (b) By anyone under age 21 years, unless a state law prohibits setting an age requirement.
- (c) By anyone who is not a qualified and licensed driver.
- (d) By anyone whose driver's license, in any state, has been revoked or suspended within the previous three years, even if he or she now possesses a valid driver's license.
- (e) To carry persons or property for hire, including chauffeur driven limousine service.
- (f) To propel or tow any vehicle, trailer, or other object.
- (g) In any race, test, or contest.
- (h) For any illegal purpose or commission of a crime.
- (i) To instruct an un-licensed person in the operation of vehicle.
- (j) If vehicle is obtained from PROVIDER by fraud on misrepresentation.
- (k) To carry persons other than in passenger compartment of vehicle.
- (l) Loading vehicle beyond its rated capacity.
- (m) While under the influence of alcohol or other intoxicants, such as drugs or narcotics, or under any other physical or mental impairment which adversely affects driver's ability to operate the vehicle.
- (n) Intentionally causing damage to or loss of the vehicle.
- (o) On other than a paved road or graded private road or driveway.
- (p) In an unsafe, reckless, grossly negligent, or wanton manner. Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred.
- (q) To carry more passengers than available seat belts; to carry passengers other than in the passenger compartment; in the commission of a felony.
- (r) Outside the state where the vehicle was rented, unless prior written consent is obtained from the PROVIDER.
- (s) In any area where there is not sufficient height or width clearance.
- (t) If cargo is improperly loaded or secured.
- (u) By the Customer for advertising purposes.
- (v) To transport animals of any kind or nature, living or otherwise.

PROHIBITED USE OF VEHICLE VIOLATES THIS AGREEMENT; VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW); MAKES THE VEHICLE SUBJECT TO

IMMEDIATE RECOVERY BY PROVIDER; VOIDS PDW AND PAKES RENTER RESPONSIBLE FOR ALL LOSS OF, OR DAMAGE TO, OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO, PROVIDERS EXPENSES, INCLUDING LOSS OF USE.

3. **Return of Vehicle.** The vehicle shall be returned to the PROVIDER at the time and date specified on Page One of this Agreement, in the same condition as when received, ordinary wear and tear expected. The customer will be charged for any cleaning or repair costs necessary to return the vehicle to the required condition. The determination as to the condition of the vehicle shall be made solely by the PROVIDER. If the customer fails to return the vehicle, as specified, within three days of the time required on Page One, such failure shall constitute an unauthorized taking of the vehicle, and the PROVIDER may take any steps it deems reasonable, for the recovery of the vehicle. The vehicle may be repossessed if it is illegally parked, appears to be abandoned, if they gave false or misleading information at the time of rental, or if the Customer violates the terms of this Agreement in any other manner. The Customer agrees to indemnify and hold harmless the PROVIDER for any action taken by the PROVIDER under the terms of this Agreement. Renter must return the vehicle to our rental office at the date and time specified. The vehicle remains subject to the terms and conditions of this Agreement until we have inspected and accepted it. If renter returned the vehicle after hours, renter is still responsible for any damage to the vehicle until we have inspected and accepted it the next business day.

4. **Subletting.** Subletting or re-letting of the vehicle is not permitted.

5. **Fees, Licenses, Permits, Taxes, and Fines.** The Customer shall be solely responsible for payments of any fees, licenses, permits, taxes, or fines, required by or resulting from the Customer's use of operation of the vehicle.

6. **Charges.** The Customer shall pay all charges required under this Agreement upon demand. The Customer agrees that mileage and time charges on Page One are minimum charges only and that no refund or reimbursement is due Customer in the event that fewer days and/or miles are actually used. No pro-rations will be made by PROVIDER.

7. **INSURANCE. CUSTOMER AGREES TO MAINTAIN AUTOMOBILE/TRUCK INSURANCE** during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: (a) Bodily Injury and Property Damage Liability coverage, (b) Personal Injury Protection, no-fault, or similar coverage where required, (c) Uninsured/Under-insured coverage where required, and (d) Comprehensive and Collision damage coverage extending to the rental vehicle. Customer's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the customer is providing automobile insurance we are not. In states where the law requires us to provide insurance, we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only. Our policy contains exclusions, conditions, limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States and Canada. Customer must obtain written permission and purchase special liability insurance to use of operate the rental vehicle in Mexico. Where permitted by law, customer rejects uninsured, under-insured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. Any breach of the agreement will void any insurance coverage.

8. **Other Liability.** In exchange for the right to use the vehicle pursuant to the terms of this Agreement, the Customer, on behalf of himself/herself and his/her children, wards, estate, heirs, agents, executors and assigns, agrees to assume any and all risks from the proper or improper use of the vehicle. The Customer acknowledges the physical risks to body and property inherent in using and operating the vehicle and hereby willingly, knowingly and voluntarily accepts and assumes the aforementioned risks and responsibilities. The Customer

agrees to assume full responsibility for damages to the Customer's property or goods in storage or in transit, or for any property left or stored in the vehicle, or elsewhere in the renting location. The Customer agrees not to hold the PROVIDER liable for damage from downtime, materials, or other consequential damages resulting from the use of the vehicle. The Customer releases and holds PROVIDER, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs, and expenses arising out of the Customer's use or possession of the vehicle, including, but not limited to , any and all fines, penalties, and forfeitures imposed by any governmental entity and, to the extent not covered by insurance, and claims or liabilities to third parties arising out of the abandonment, conversion, concealment, or unauthorized sale of the vehicle by the Customer, its drivers, agents, or employees, or for the confiscation of the vehicle by any governmental authority because of illegal or improper use. The Customer shall additionally hold PROVIDER harmless for all loss, liability, and expense in excess of the limits of liability provided for herein as a result of injury, death, or property damage arising out of the Customer's use of the vehicle. Neither the Customer nor any other driver of the vehicle shall be deemed the agent, servant, or employee of the PROVIDER for any reason or any purpose. During the term of this Agreement, the Customer assumes full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

9. **Accidents.** The Customer will immediately report any accidents or damage to the vehicle and shall deliver to the PROVIDER any document received by the Customer relating to any claim, suit, or proceeding connected with any accident or event involving the vehicle.

10. **Damage to Vehicle.** Except as provided elsewhere in the Agreement, the Customer is responsible for the full value of loss damage to the vehicle. This includes, but is not limited to , liability for lost rental income in the event the vehicle cannot be rented due to accidental damages or Customer's negligence.

11. **Damage Waiver.** The PROVIDER will not charge for accidental damages to the vehicle, in most cases. NOTE, that even with the Damage Waiver, the Customer will still be responsible for damages if: (1) The Customer breaches any provision of the Agreement, (2) the Customer allows unauthorized personnel to operate the vehicle, (3) the Customer fails to report vehicle loss or damage to the Licensee, or (4) the Customer fails to report collision damage to the Licensee and the local police within 245 hours. Additionally, the damage waiver does not cover damages caused by fire, theft, vandalism, or damage resulting from intentional or criminal acts. Additionally, the Customer remains liable for the first \$2,500.00 of collision damage resulting from insufficient height or width clearances.

12. **Credit Charges.** The Customer will pay all charges due under this Agreement upon demand. All charges are subject to a final audit by the PROVIDER and if an error is found, either party shall promptly pay or credit the other, as appropriate, to correct the error. The Customer expressly authorizes the PROVIDER to process a credit card voucher, if applicable, in Customer's name, for any and all charges due under the Agreement.

13. **Miscellaneous Provisions.**

(a) This Agreement is to be interpreted under the laws of the State of UTAH. It represents the entire agreement of the parties and supersedes any and all oral agreements of any kind. This Agreement may be changed only by a subsequent written agreement signed by the PROVIDER, and the Customer.

(b) The Customer indemnifies the PROVIDER against all costs and expenses of any kind (including reasonable attorney fees), incurred as a result of the issuance of a warrant for the arrest of the Customer or other persons operating the vehicle or any action against the PROVIDER from the Customer's breach of this Agreement.

(c) The PROVIDER shall have no liability to the Customer for any indirect, special, or consequential damages arising out of the furnishing, performance, or use of the vehicle or any claim for failure to honor a vehicle reservation requested by the Customer.