**Car Rental Agreement**

**1. THE PARTIES TO THIS AGREEMENT ARE:**

**1.1 THE OWNER:**

Full Names:

Identity /Social Security or Other number (Specify):

Physical Address:

**1.2 THE RENTER:**

Full Names:

Identity / Social Security or Other number (Specify):

Driver's License Number:

Physical Address:

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

**2. THE OBJECT OF THE RENTAL IS:**

2.1 Type of Vehicle:

2.2 Make and Color:

2.3 Model:

2.4 Year:

2.5 Registration Number:

2.6 Engine Number:

2.7 Vehicle Identification Number (VIN):

2.8 Passenger Capacity

2.9 Rated Weight Carrying Capacity:

2.10 Odometer Reading at beginning of Rental Period:

**3. CONDITION OF VEHICLE:**

3.1 The Owner states that to the best of his knowledge and belief that above-described vehicle is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use.

3.2 The Owner confirms that the vehicle is legally licensed and registered for use on a public road.

**4. QUALIFICATIONS:**

4.1 The Renter states that he / she is physically and legally qualified to operate the above-described vehicle, has a valid legal license and that there are no warrants outstanding against his/her license.

**5. RENTAL PERIOD:**

The Owner agrees to rent the above-described vehicle to the Renter for the following period:

5.1 Starting Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(a.m. / p.m.)

5.2 Ending Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(a.m. / p.m.)

**6. RENTAL RATE:**

6.1 The Renter hereby agrees to pay the owner at the rate of \_\_\_\_\_\_\_\_\_\_\_\_ per day or portion thereof,

AND / OR at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per kilometer for the use of the above-described vehicle.

6.2 All fuel used shall be paid for by the Renter.

**7. EXCLUSIONS:**

7.1 The rented vehicle shall not be used to carry passengers or property for hire.

7.2 The rented vehicle shall not be used to carry passengers, goods or materials in excess of the rated weight carrying capacity of the vehicle as stipulated in 2.8 and 2.9 above.

7.3 The rented vehicle shall not be used to carry passengers other than in the interior or cab of the vehicle.

7.4 The rented vehicle shall not be used to push, propel or tow another vehicle, trailer or any other thing without the written permission of the Owner.

7.5 The rented vehicle shall not be used for any race or in any competition.

7.6 The rented vehicle shall not be used for any illegal purpose.

7.7 The Renter shall not operate the vehicle in a negligent manner.

7.8 The rented vehicle shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner.

**8. INSURANCE:**

8.1 The Renter hereby agrees that he / she shall be held fully responsible for any and all loss of or damage to the vehicle or equipment during the term of this Car Rental Agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the vehicle or equipment.

**9. DEPOSIT:**

9.1 The Renter further agrees to make a deposit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the Owner, said deposit to be used, in the event of loss of or damage to the vehicle or equipment during the term of this Car Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement. It is especially noted that costs to deodorize the vehicle of any smoking odours shall be deducted from the deposit in the amount of \_\_\_\_\_\_\_\_\_\_.

9.2 In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

**10. RETURN OF VEHICLE:**

10.1 The Renter hereby agrees to return the above-described vehicle to the Owner no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the physical address listed in 1.1. or at this alternative address:

**11. INDEMNITY**

11.1 The Renter agrees to indemnify, hold harmless and release the Owner for any damages, injuries, loss of property or life, and any inconvenience suffered whilst operating the vehicle and during the term of the rental of the vehicle.

**12. JURISDICTION:**

12.1 The parties consent to the jurisdiction of the magistrate's

(other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) court for the district of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

**OWNER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RENTER:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Accept