

Truck Rental Agreement

Between: Excess Storage
 3805 S. Smithfield
 Road Knightdale NC 27545



No. _____

And:

DATE: _____ / _____ / _____

Customer Name _____	Phone No. _____
Employer/Company _____	Phone No. _____
Old Address _____	City _____ State/Prov. _____ ZIP _____
New Address _____	City _____ State/Prov. _____ ZIP _____
Drivers License No. _____	Date of Birth _____

Initials Out: _____ Initials In: _____

Acknowledge physical condition of truck is without damage or damage described as: _____

Dispatched: _____ Hand Truck: _____

Received: _____ Hand Truck: _____

Odometer In _____ Odometer Out _____ Miles/Km Driven _____ Miles/Km Allowed 0 Chargeable Miles/KM ALL	Rental Rates do not include Fuel Days @ \$75.00 per day Miles/KM @ \$0.85 per mile/km Total Mileage and Rental Charges Sub-Total = Late Return = \$35.00	Charges
Date Due Back _____ Date & Time Out _____ Date and Time In _____		

Truck No. 1 License No. BD 3978 Year 2004	Sub-Total + Sales Tax + Total Charges + Less Credits - Less Deposit - Payment (Refund) -	
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COMPREHENSIVE / COLLISION DAMAGE WAIVER

COMPREHENSIVE / COLLISION DAMAGE WAIVER NOTICE: The Customer is responsible for all collision damage resulting from insufficient height or width clearance and the first 2,500.00 of any loss or damage. Initials _____

Name of Renter's Insurance Carrier _____ Insurance Carrier Phone _____ Policy No. _____

Additional Authorized Driver Name _____ Signature _____

Insurance Carrier _____ Policy No. _____ Phone (_____) _____

CUSTOMER MUST READ AND SIGN HERE

I HAVE READ AND AGREE TO BE BOUND BY THE TERMS & CONDITIONS OF BOTH SIDES OF THIS AGREEMENT. I HAVE READ AND UNDERSTAND THE LIMITATIONS OF ALL OFFERED AND DECLINED INSURANCE PACKAGES.

CUSTOMER SIGNATURE _____ RENTAL AUTHORITY SIGNATURE _____

Rental Agreement

Licensee 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 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 Daily Rental Company PERMISSION:
 - a) By anyone without first obtaining Daily Rental Company's written consent.
 - b) By anyone under age 21 years, unless a state/province 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/province, 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 person, 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 unlicensed person in the operation of vehicle.
 - j) If vehicle is obtained from Daily Rental Company by fraud or 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/province where the vehicle was rented, unless prior written consent is obtained from the Licensee. (s)
 - 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 VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY ON THE MOVE, INC.; VOIDS PDW AND MAKES RENTER RESPONSIBLE FOR ALL LOSS OF, OR DAMAGE TO, OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO, DAILY RENTAL COMPANY'S EXPENSES, INCLUDING LOSS OF USE.

3. **Return of Vehicle.** The vehicle shall be returned to the Licensee at the time and date specified on the Rental 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 Licensee. If the customer fails to return the vehicle, as specified, within three days of the time required on the Rental Agreement, such failure shall constitute an unauthorized taking of the vehicle, and the Licensee 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 Licensee for any action taken by the Licensee 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 returns 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 payment of any fees, licenses, permits, taxes, or fines, required by or resulting from the Customer's use or 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 the Rental Agreement 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 Licensee.
 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/Uninsured 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/province where the loss occurs. Because the customer is providing automobile insurance, we are not. In states/provinces 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 or 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.** The Customer assumes all risks from the improper use of the vehicle. The Customer is not responsible 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 Licensee liable for damages from downtime, materials, or other consequential damages resulting from the use of the vehicle. The Customer releases and holds Licensee, 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, any 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 Licensee 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 or any other driver of the vehicle shall be deemed the agent, servant, or employee of the Licensee 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 Licensee 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 negligence.
 11. **Damage Waiver.** The Licensee 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 24 hours. Additionally, the damage waiver does not cover damages caused by fire, theft, vandalism, or damage resulting from intentional or criminal acts. The Customer is responsible for all collision damages resulting from insufficient height or width clearances, and the first \$2,500.00 of any other loss or damage.
 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 Licensee 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 Licensee 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 Texas. 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 Licensee, the Customer, and On The Move, Inc., a Michigan Corporation.
 - (b) The Customer indemnifies the Licensee 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 person operating the vehicle or any action against the Licensee of On The Move, Inc., resulting from the Customer's breach of this Agreement.
 - (c) The Licensee and On The Move, Inc. 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.
- The operation renting the vehicle covered by this Agreement is an independently owned and operated Licensee of the On The Move Corporation Rental System.