

# Terms & Conditions

## ESCAPE CAMPERVANS INC. RENTAL AGREEMENT TERMS AND CONDITIONS (“Terms & Conditions”)

### 1. DEFINITIONS.

- (a) “Additional Mandatory Charges” means separately stated charges that we require you to pay to hire or lease the Vehicle for the period of time to which the rental rate applies, and which are imposed by a governmental entity and specifically relate to the operation of a rental car business. Additional Mandatory Charges include a customer facility charge, airport concession fee, tourism commission assessment, vehicle license recovery fee, or other government-imposed taxes or fees.
- (b) “Agreement” means all terms and conditions in these Terms & Conditions, the “Rental Agreement Face Page,” and any addenda that we provide at the time of rental.
- (c) “Authorized Driver” means a driver authorized to use the Vehicle. Except as specifically authorized by applicable law in California, Nevada, and New York, only the renter and an additional driver listed by us on your Face Page at the time of rental are authorized to drive the Vehicle. Each Authorized Driver must have a valid driver’s license and be at least age 21.
- (d) “Charges” means the fees and charges that are incurred under this Agreement.
- (e) “CDW” means Collision Damage Waiver.
- (f) “Diminished Value” means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf.
- (g) “Loss of Use” means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees.
- (h) “Rental Period” means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.
- (i) “Vehicle” means the recreational vehicle, motor home, truck camper, conversion van, or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all of its tires, tools, accessories, equipment, appliances, keys, and vehicle documents.
- (j) “Vehicle License Fee” or “Vehicle License Cost Recovery Fee” means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law. A Vehicle License Fee or Vehicle License Cost Recovery Fee is not permissible in New Jersey or New York.
- (k) “You” or “your” means the individual and any Authorized Driver.
- (l) “We”, “our” or “us” means Escape Campervans.

### 2. RENTAL, INDEMNITY; OPTIONAL EQUIPMENT; PERSONAL PROPERTY; AND WARRANTIES.

- (a) Your use of a Vehicle is a contract for rental of that Vehicle. You may not transfer or assign your rights in this Agreement or your right to use the Vehicle.
- (b) We may offer to rent certain optional equipment for an additional charge (“Optional Equipment”). Optional Equipment is subject to availability, is rented AS IS, and must be returned at the end of the Rental Period in the same condition as when rented. Optional Equipment must be inspected and installed by you, and you must follow manufacturer instructions for all Optional Equipment. (c) To the extent permitted by law, we may repossess a Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement.
- (d) To the fullest extent permitted by law:
- You agree to indemnify, defend, and hold us harmless from all claims, liability, costs and attorney fees resulting from, or arising out of, this rental and your use and possession of the Vehicle.
  - You release us, our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether the loss or damage was caused by our negligence.
  - We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.

For rentals commencing in New Jersey: (1) The provisions in this paragraph will apply only to the extent permitted by New Jersey law; and (2) nothing in this paragraph 2 will release us from any responsibility or liability imposed by New Jersey law.

### 3. CONDITION/RETURN OF VEHICLE.

- (a) You must return the Vehicle to the rental office where you picked it up or to another location we identify, on the date and time specified, and in the same condition that you received it, except for ordinary wear.
- (b) To extend the Rental Period you must contact our rental office before the due-in date to obtain our consent and arrange for payment. Extension of the Rental Period is subject to availability, and the rate for the additional days will be at the daily rental rate applicable to the Vehicle at the time of the extension (which may vary substantially from your original rate). Failure to obtain an extension will result in a late fee of up to your daily rental rate multiplied by 2 plus our incidental costs and expenses resulting from the late return.
- (c) If a Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of it until we inspect it upon our next opening for business. All Charges may continue to accrue until the return location opens for business.
- (d) Service to a Vehicle or replacement of parts or accessories during a rental must have our prior approval. You must return a Vehicle with at least the same amount of fuel as when rented.
- (e) If you return the Vehicle to a location other than the location where you rented the Vehicle, you will pay a surcharge ("Drop Fee") of up to \$3,000 **USD** for US locations and \$2,000 **CAD** for Canadian locations.
- (f) If the Vehicle is not returned on the date and time indicated on this Agreement, we reserve the right to report the vehicle stolen to the appropriate authorities in accordance with applicable law.

### 4. RESPONSIBILITY FOR DAMAGE OR LOSS.

You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

(A) Unless otherwise limited by paragraph 4(B), you are responsible for all damage to or loss or theft of the Vehicle during the Rental Period, regardless of fault, resulting from any cause, including damage caused by collisions, weather, vandalism, road conditions and acts of nature. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee;; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement.

(B) YOUR RESPONSIBILITY FOR DAMAGE OR LOSS IS LIMITED BY LAW IN THE FOLLOWING JURISDICTIONS. In the following jurisdictions, your responsibility for damage or loss will be governed by the following paragraphs; in all other jurisdictions, your responsibility for damage or loss will be governed by paragraph 4(A), above.

**FOR RENTALS COMMENCING IN CALIFORNIA:** You are responsible for all damage to or loss of the Vehicle caused by collision, whether or not you are at fault. Your responsibility will include: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, calculated in accordance with Cal. Civ. Code § 1939.07(a), less salvage; (ii) if we determine that the Vehicle is repairable: the actual cost of the repairs performed or the estimated cost of repairs if we elect not to repair the Vehicle; (b) an administrative fee, calculated in accordance with Cal. Civ. Code § 1939.05(d); (c) our actual charges for towing, storage, and impound; and (d) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You are responsible for loss due to theft of the Vehicle and any damage caused by vandalism that occurs in connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not

associated with theft of the Vehicle up to a maximum of \$500. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

FOR RENTALS COMMENCING IN NEVADA: Regardless of fault, you are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Your responsibility will include: (a) mechanical damage to the Vehicle resulting from your deliberate or negligent act or omission, and all physical damage to the Vehicle regardless of cause, measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle; (ii) if we determine that the Vehicle is repairable: the reasonable estimated retail value or actual cost of repair; (b) Loss of Use, which is measured by multiplying your daily rental rate, excluding optional charges, by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) an administrative fee, as permitted by Nevada Revised Statutes §§ 482.3154 and 482.31535; (d) actual towing, storage, and impound fees; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. Your responsibility for physical damage to the Vehicle and Loss of Use resulting from vandalism not related to theft of the Vehicle and not caused by the renter will not exceed \$2,500. You are not responsible for loss or damage to the Vehicle resulting from theft or vandalism related to the theft if you have possession of the ignition key or you establish that the ignition key was not in the Vehicle at the time of the theft; you file an official report of the theft with the police within 24 hours of learning of the theft and you cooperate with us and the police in providing information regarding the theft; and neither you nor an Authorized Driver committed or aided in the commission of the theft.

FOR RENTALS COMMENCING IN NEW YORK: Responsibility for Damage or Loss; Reporting to Police. You are responsible for (a) all physical damage to the Vehicle, whether or not you are at fault; (b) mechanical damage related to an accident or caused by your abuse or neglect; and (c) theft of the Vehicle up to its fair market value if it is established that an Authorized Driver failed to exercise reasonable care or that an Authorized Driver committed, aided, or abetted in the theft of the Vehicle. Your responsibility for damage or loss described in subparagraph (a), (b), or (c) above is the lesser of: (i) the actual and reasonable costs incurred to repair the Vehicle, including fees for towing, storage and impound; (ii) the reasonable costs that would have been incurred to repair the Vehicle if we elect not to repair; or (iii) the actual cash value of the Vehicle immediately before the damage (not to exceed the fair market value, less net disposal proceeds). You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

If the Vehicle is damaged, you have a right to inspect the damage before agreeing to pay for the damage pursuant to NY CLS Gen Bus §396-z(5)(c).

#### 5. PROHIBITED USE; COLLISION DAMAGE WAIVER.

The following uses of the Vehicle are prohibited and are material breaches of this Agreement ("Prohibited Use"). The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended; (b) by anyone under the influence of drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything; (g) in any race, speed test or contest; (h) to teach anyone to drive; (i) to carry dangerous or hazardous items or illegal materials; (j) in the geographic areas described in Paragraph 6 below; (k) on unpaved roads; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by law; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable for you to know that further operation would damage the Vehicle; (p) with inadequately secured cargo; (q) if applicable, by anyone who lacks experience operating a manual transmission; (r) in connection with a willful, wanton or reckless act; (s) to transport an animal (other than a service animal); (t) in or through any structure or underpass where there is insufficient clearance (width or height); or (u) by anyone who is driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode.; Failure to cooperate with us or our assignee in the investigation of a damage incident or claim may invalidate optional protection that you purchase, including CDW. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT. If you purchase CDW, we will waive our right to hold you financially responsible for collision damage to the Vehicle. CDW is not insurance, is optional, and may duplicate cover-

age under your own insurance policy or credit card. CDW does not apply to Optional Equipment we rent to you for use in the Vehicle. CDW also does not cover locked keys. Your CDW will be invalidated, and we will not waive our right to hold you financially responsible for collision damage to the Vehicle that results from a Prohibited Use, except in the following states, where the state-specific conditions described below apply:

**FOR RENTALS COMMENCING IN CALIFORNIA:** You are responsible for all collision damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the rental may cover all or part of your financial responsibility for damage to, or loss of, the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of deductible, if any, for which you may be liable. If you use a credit card that provides coverage for your responsibility for damage to, or loss of, the Vehicle, you should check with the issuer to determine whether or not you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible for damage caused by collision or upset if you buy CDW. But, CDW will not protect you if: (a) if you provided fraudulent information to us or if you provided false information to us and we would not have rented the Vehicle had we received true information; (b) if damage to or loss of the Vehicle results from: (i) your intentional, willful, wanton, or reckless conduct; (ii) operation of the Vehicle under the influence of drugs or alcohol in violation of § 23152 of the California Vehicle Code; or (iii) towing or pushing anything, or operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (c) if damage to or loss of the Vehicle occurs while the Vehicle is: (i) used for commercial hire; (ii) used in connection with conduct that could be properly charged as a felony, or involved in a speed test, contest, or driver training activity; (iii) operated by a person other than an Authorized Driver; or, (iv) operated outside the United States. Collision Damage Waiver may cost up to \$17 per each full or partial 24-hour rental day, as further described on the Rental Agreement Face Page. Purchase of a CDW is optional and is not required in order to rent the vehicle.

**FOR RENTALS COMMENCING IN COLORADO:** Your CDW will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle if: if (a) you gave us false information with the intent to defraud us, (b) the speedometer is tampered with or disconnected during the Rental Period, or (c) damage to the Vehicle is caused: (i) by your willful and wanton conduct or misconduct; (ii) when the Vehicle is operated by an Authorized Driver who is intoxicated by alcohol or a controlled substance as defined in C.R.S. § 42-4-1301; (iii) by or during participation in a speed contest; (iv) when carrying persons or property for hire, or when pushing or towing anything; (v) when committing a misdemeanor, felony or other criminal act; (vi) when operated outside the continental United States, unless specifically authorized elsewhere in this Agreement; or (vii) when the Vehicle is used by a person who is not an Authorized Driver.

The daily cost of collision damage waiver is \$10.

**FOR RENTALS COMMENCING IN NEVADA:** Your CDW will be invalidated, and we will not waive our right to hold you financially responsible for loss or damage related to the Vehicle, Loss of Use, and charges for storage, impound, towing or administration, if an Authorized Driver provided fraudulent information to us or provided false information and we would not have rented the Vehicle had we received true information, if the Vehicle is operated by a person other than an Authorized Driver, or if damage or loss to the Vehicle (a) results from an Authorized Driver's: (i) intentional, willful, wanton, or reckless conduct; (ii) operation of the Vehicle while intoxicated in violation of Nevada Revised Statutes 484C.110; or (iii) use of the Vehicle to push or tow anything, or on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (b) occurs when the Vehicle is: (i) used for hire, involved in a speed test, speed contest, or driver training activity; (ii) used in connection with conduct that constitutes a felony; or (iii) operated outside the United States or outside of the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless this Agreement expressly provides that the Vehicle may be operated in other locations. In addition, CDW may be invalidated if damage or loss results from the theft of the Vehicle by an Authorized Driver or a person aided or abetted by an Authorized Driver (the Authorized Driver is presumed not to have committed or to have aided and abetted in the theft if the renter has possession of the ignition key or establishes that the ignition key furnished by us was not in the Vehicle at the time of the theft; files an official report of the theft with an appropriate law enforcement agency within 24 hours of learning of the theft; and, cooperates with us and the law enforcement agency in providing information concerning the theft). The charge for Collision Damage Waiver is \$10 per day.

FOR RENTALS COMMENCING IN NEW YORK: You may void your purchase of CDW within 24 hours of purchase in person with the Vehicle at our office at no charge, PROVIDED THAT, the rental is for at least 2 days and you sign our cancellation form. We will not waive our right to collect from you for damage to or loss of the Vehicle if the damage or loss: (a) is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver; (b) arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs; (c) we entered into the rental transaction based on fraudulent or materially false information supplied by the renter or other Authorized Driver; (d) arises out of the use of the Vehicle while engaged in the commission of a crime other than a traffic infraction; (e) arises out of the use of the Vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training; (f) arises out of the use of the Vehicle by a person other than: an Authorized Driver; a duly licensed parent or child over the age of 18 who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment; (g) arises out of the use of the Vehicle outside of the continental United States, unless specifically authorized by this Agreement. We also will not waive our right to collect from you for damage to or loss of the Vehicle if an Authorized Driver fails to comply with the requirements for reporting damage or loss as required by New York law.

#### 6. GEOGRAPHIC RESTRICTIONS.

You are prohibited from using, operating, or transporting the Vehicle in or to the following locations: (a) Death Valley between May 1st and September 30th because of the inhabitability of that location during that period, which poses risk to drivers, passengers, and the Vehicle; (b) Mexico, Alaska, Yukon and Northwest Territories, and Newfoundland; (c) the Burning Man festival, unless you obtain our consent and sign a separate "Burning Man Addendum."

#### 7. INSURANCE.

You are responsible for all damage or loss you cause to others. You agree to maintain automobile insurance during the term of this Agreement which provides to the owner, to us, and to you, the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM"/"UIM") coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. To the extent permitted by law, by signing this Agreement, you and we reject UM, UIM, and supplemental no-fault or PIP coverages. If we are required to provide such coverage, you select the minimum limits required by law. If we are required to provide BI or PD liability coverage, we will provide an insurance policy ("Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Engaging in a Prohibited Use described in paragraph 5 or any other material breach of this Agreement will void any insurance coverage.

New Jersey Notice: New Jersey law generally does not permit rejection of PIP, no-fault or UM/UIM. The New Jersey minimum financial responsibility limits have been selected for those coverages on your behalf.

#### 8. RESERVE; CHARGES.

You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to the estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of an excess reserve at completion of your rental. Your payment card issuer's rules will apply to crediting your account for any excess, which may not be immediately released by your card issuer. We do not accept cash deposits. You will pay us at or before conclusion of each rental, or on demand, all Charges, including: (a) time & mileage charge for the Rental Period, including an additional mileage fee if you exceed the daily mileage allowance indicated on the Rental Agreement Face Page; (b) a mileage charge based on our experience if the odometer is tampered with or disconnected; (c) fees for optional products, equipment, and services you purchased; (d) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (e) Additional Mandatory Charges; (f) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (g) all costs we incur enforcing or defending our rights under this Agreement; (h) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle is returned containing evidence of smoking or animals; (i) a fee of up to \$300 USD if you lose the keys to the Vehicle; (j) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle ("Drop Fee") or if you do not return it on the date and time due ("Late Fee"); (k) towing, storage charges, forfeitures, court costs,

penalties and all other costs we incur from your use of the Vehicle; and (I) replacement cost of lost or damaged parts and supplies used in Optional Equipment. There is no refund for late pick-up or early return. If you use a credit card or other payment card issued by a bank or financial institution outside of the United States, we will charge your credit card in US dollars. Any currency conversion will be handled by the issuing bank. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.

#### 9. TOLLS AND VIOLATIONS.

You are responsible for paying charging authorities directly all tolls (“Tolls”) and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “Violation”) assessed against you, us or the Vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we or a processing firm of our choice (“Processor”) may, in our sole discretion and without prior notification to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the charging authority, and you may not be able to challenge the validity of the Toll or Violation before the charging authority. If we or the Processor elect to pay a Toll or Violation directly, we will charge you the face value of the Toll or Violation and taxes plus an administrative fee of up to \$50 for each notification. We or the Processor may, in our sole discretion, transfer liability for any Toll or Violation assessed against the Vehicle during the Rental Period to you personally. If liability is transferred to you, we or the Processor will charge you an administrative fee of up to \$50 per Toll or Violation. You authorize us to release your rental and billing information, including payment card information, to the Processor and charging authorities for processing/billing purposes. If we or a Processor pay a Toll or Violation, you authorize us and the Processor to charge the payments plus administrative fees to the payment card you used to pay for this rental.

#### 10. PERSONAL INFORMATION.

You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle’s systems before returning it.

#### 11. TELEMATICS NOTICE.

The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR). You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. You should have no expectation of privacy related to your use of this Vehicle. You agree to inform all drivers and passengers of the Vehicle of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. To the fullest extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

For Rentals Commencing in California: We will monitor and use information from telematics, GPS, wireless technology, EDR, or location-based technologies only to the extent permitted by California Civ. Code §1939.23.

For Rentals Commencing in New Jersey: This Paragraph 11 applies to the fullest extent permitted by New Jersey law and does not relieve us of responsibility or liability imposed by New Jersey law.

#### 12. MECHANICAL BREAKDOWN AND ROADSIDE ASSISTANCE.

You must report any mechanical problems with the Vehicle or equipment failure to us as soon as possible at the number listed on the Rental Agreement Face Page to give us the opportunity to correct the problem or failure during the Rental Period. If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. You also understand that you will be responsible for all costs incurred in providing roadside assistance to resolve these issues: locked keys, drained batteries due to lights being left on, and similar issues caused by “operator error or negligence.”.

13. MISCELLANEOUS.

This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you: (a) release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle; and (b) waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. For rentals commencing in New Jersey The last two sentences of Paragraph 13 are deleted and replaced with the following:

“To the fullest extent permitted by New Jersey law, you: (a) release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle; and (b) waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Nothing in this Paragraph 13 will relieve us of any responsibility or liability imposed by New Jersey law, including (but not limited to) liability under the New Jersey Consumer Fraud Act. This Agreement will be governed by the laws of New Jersey.”