



VALET CAR RENTALS

Parking and Traffic Citations

If you are not familiar with driving laws in California or Nevada, please refer to the following websites for more information:

California Department of Motor Vehicles: **California Driver Handbook**

The state laws of California and federal transportation laws require the use of safety belts while in a motor vehicle by any person driving and any passenger weighing more than 60 pounds (27 kg). Children under the age of 6 years or weighing less than 60 pounds (27 kg) must ride in an approved child safety seat.

Also please note that it is illegal in the state California to use a cell phone (unless a hands-free device is used), text, instant message (IM) or email while driving. Driving under the influence of alcohol or drugs is also illegal in California and a violation of Valet Car Rentals.

Even if you rent a car from us and you live in another state or country, you are responsible for all parking and traffic citations received while you are in possession of our vehicle. We also reserve the right to charge the credit card we have on file for you for the amount of the citation plus a \$100.00 administration fee.

If you receive a parking citation, a copy of the citation will be sent to Valet Car Rentals from the issuing authority because Valet Car Rentals is the registered owner of the rental vehicle. As a courtesy to you, Valet Car Rentals will pay for the citation upon receipt, and we will then charge the cost of the citation plus a \$100.00 administration fee to the credit card we have on file for you for that particular rental.

In the case of a traffic citation, the violation is written against your driver's license, no matter where you reside—California, Nevada, another state or another country Valet Car Rentals receives a copy of the citation because it is the registered owner of the rental vehicle, but you are personally responsible for paying the fine/s to the issuing authority and/or making any required court appearances as required by the traffic citation. Even though you may pay the fine/s directly to the issuing authority, Valet Car Rentals reserves the right to charge a \$100.00 administration fee to the credit card we have on file for that particular rental.

Please note that it may take several weeks after you have returned your rental car to us before we receive a parking or traffic citation and charge your credit card for any of the fees outlined above.

If you would like us to send you a copy of your revised rental agreement with the added parking or traffic citation charges made to your credit card, please contact Valet Car Rentals and a copy will be provided to you.

Reporting an Accident

If you have an accident while renting one of our vehicles, please call Valet Car Rentals as soon as possible after the accident. We can assist you in settling the damage claims with the respective parties and insurance companies.

Rental Requirements

- All drivers must present a valid driver's license and credit card in their own name at the time of rental.

I have read this page entirely and agree to the terms and conditions. Initials: _____

- Drivers must have a safe driving record and may be subject to a California Department of Motor Vehicles check.
- Only driver listed on the Rental Agreement may operate a Valet Rental Cars vehicle.
- All drivers must be 21 years of age or older, present a valid driver's license upon rental, have proof of full insurance coverage and may be subject to an additional underage driver fee if under the age of 25.
- Clients from outside the United States must present their driver's license and a valid passport at the time of rental.
- Full insurance coverage is required on all our vehicles and must be verified prior to rental. Some credit card companies provide additional coverage beyond whatever personal automobile insurance may cover, but it is best to verify this with them directly before your rental.
- Additional deposits and insurance coverage may be required on selected luxury and exotic vehicles.
- Valet Car Rentals vehicles are not allowed to enter Mexico.
- Smoking, eating or pets is not permitted inside our vehicles at any time and will result in a substantial cleaning fee of \$1,500.
- Also please note that it is illegal in the state California to use a cell phone (unless a hands-free device is used), text, instant message (IM) or email while driving. Driving under the influence of alcohol or drugs is also illegal in California and a violation of the Premier Exotic Car Rentals.

Customers will lose and forfeit their rental deposit in full in any case of violations of Prohibited Uses.

Reservations

Your reservation can be made online or by contacting Valet Car Rentals. We will confirm your reservation by email or by contacting you on the phone.

Because of the exclusive nature of our business Valet Car Rentals is committed to providing you with the exact vehicle you have reserved. There are rare situations in which the car you reserved may not be available—for example, the previous customer fails to return the vehicle on time or it is returned with physical damage or a mechanical problem, which makes it impossible to deliver the vehicle to you. In the event this happens, we will provide you with a comparable vehicle.

Please note* the rental amount indicated on your reservation is only an estimate. It does not include taxes, service fees, fuel charges, excess mileage fees, coverage's, or any additional service fees for cleaning and repairs caused by renter.

Cancellations & No shows

When Renter makes a reservation, Owner will authorize Renter's credit card for 100% of the total rental cost. In the event of a cancellation or rescheduling, Owner will process the charge as a "store credit" and apply the amount toward Renter's rescheduled rental. If Renter cancels or reschedules less than 7 days before Renter's rental, Renter will be charged a cancellation fee of 50% of the total rental cost or \$500 (whichever is greater) in addition to the above-mentioned deposit. If Renter cancels or reschedules 72 hours before Renter's rental (or are a no-show at the time of rental), Renter will be charged a cancellation fee of 100% of the total rental cost.

I have read this page entirely and agree to the terms and conditions. Initials: _____

Rental Charges

- All rental rates are based on a 24-hour period
- Hourly, daily, weekly and monthly rates vary by vehicle and by seasonal availability and are subject to change without notice.
- A set amount of mileage may be included with your rental; excess mileage charges will apply please contact Valet Car Rentals for additional information.
- Your rental vehicle must be returned with the same level of fuel as when it went out or you will be charged \$8.50 per gallon to refuel the vehicle. All vehicles must be refueled with Premium grade (91+ octanes) gasoline; there is a \$1000 fee for filling up with a lesser grade as it causes damage to the vehicle.
- Applicable local and airport taxes—including a vehicle license fee (VLF)—are also charged on your rental agreement.
- We do offer a 1-hour grace period to return your vehicle. If you exceed the 24-hour rental period by more than one hour, a per hour late charge will be applied for each hour the vehicle is late, and depending on the vehicle may result in an additional full day rental charge.
- Additional equipment fees, cleaning and damage fees may apply.

Payment Methods

- A valid credit card is required for all Valet Car Rentals reservations, and upon rental of a vehicle a credit card authorization may be taken to cover the full amount of the anticipated rental charges for the expected rental term.
- The following credit cards are accepted:
 - a) VISA
 - b) Master Card
 - c) American Express
 - d) Discover

A credit card authorization deposit amount will vary depending on the type and value of the vehicle. High-end luxury and exotic vehicles will understandably require a larger authorization amount.

- Debit cards, check cards, and prepaid or stored value cards may not be used to make a reservation or open a rental agreement. Such cards may only be used to pay for your rental charges once the car is returned. This policy is for your protection, as a deposit authorization makes these funds unavailable to you until several days after the final charge transaction is processed.
- If you have a long-term rental, or you have not returned your rental vehicle by the return date on the rental agreement, we may charge your credit card for a portion or the entire amount of the rental prior to your returning the vehicle to us.

Terms and Conditions

These terms and conditions supplement the Rental Agreement and together form the contractual agreement between the renter and Valet Car Rentals. The term "Vehicle" means the rental vehicle. The term "Renter" means all renters and authorized drivers identified on the Rental Agreement.

I have read this page entirely and agree to the terms and conditions. Initials: _____

Return, Repossession and Costs

The Vehicle is the property of Valet Car Rentals and Renter/Renters agrees to return the Vehicle, together with all tires and equipment:

- In the same condition as when received, ordinary wear and tear excepted;
- To the location from where it was rented or other location as agreed upon in advance;
- On the due back date specified on the Rental Agreement; or
- An earlier date if requested by Premier Exotic Car Rentals upon 24 hours' notice.

Valet Car Rentals may peacefully repossess the vehicle without demand or notice at any time if:

- The Vehicle is used in violation of the law.
- The Vehicle is used in violation of any term or condition of the Rental Agreement or Rental Jacket;
- The Vehicle is apparently abandoned;
- The Vehicle is illegally parked and/or subject to towing; or
- The Vehicle is not returned by the due date specified on the Rental Agreement.

Renter is responsible for all reasonable costs arising from the Vehicle being (a) returned or left at any location other than the original renting location, or (b) seized by a governmental authority, if such seizure arises from the Renter's conduct. These costs include parking charges, parking citations, towing and storage and impound fees. If the Vehicle is beyond 250 miles of the renting location, the Renter is responsible for the cost of transporting the Vehicle to the renting location, including the costs of a driver, lodging, and meals. Renter is liable for all attorneys' fees incurred in recovering the Vehicle, including from a governmental authority. Renter is liable for all parking or traffic violation fines incurred during the rental period, and authorize Valet Car Rentals to charge Renter's credit card for such fines as well as a \$100 administration fee for each violation.

Unauthorized Uses

Each Renter shall be fully responsible for all loss or damage to the Vehicle, regardless of fault or cause.

The acts and/or uses listed below are prohibited and violate the scope of permissive use of the Vehicle.

- Operation of the Vehicle by anyone who is not an authorized driver identified on the Rental Agreement;
- Use of the Vehicle for commercial hire;
- Providing false or fraudulent information to Valet Car Rentals
- Use of the Vehicle in a willful, wanton, or reckless manner;
- Use of the Vehicle in connection with conduct that can be charged as a felony;
- Use of the Vehicle in any speed test, contest or driver training activity;
- Use of the Vehicle to push or tow any vehicle or trailer;
- Operation of the Vehicle off-road or on any unpaved road;
- Operation of the Vehicle by someone under the influence of drugs or alcohol in violation of the vehicle codes and/or laws in the state in which the vehicle is driven;
- Operation of the Vehicle outside the State of California unless consented to in writing by Valet Car Rentals
- Operation of the Vehicle outside the USA unless consented to in writing by Valet Car Rentals
- Driving the Vehicle without a valid driver's license or with a license that has been suspended or revoked.

Rental Charges

Renter will pay Valet Car Rentals on demand all incurred charges, including but not limited to: weekly, daily, hourly rental charges at the rate specified on the Rental Agreement; mileage charges; additional equipment charges; refueling charges; airport surcharges; additional driver surcharges; and other fees and miscellaneous charges when applicable; state, local sales, excise and use taxes.

All charges that are unpaid at time of return of the Vehicle accrue interest at 18% per annum, compounded daily.

I have read this page entirely and agree to the terms and conditions. Initials: _____

In the event any amount due under this Rental Agreement is billed to another person or organization, Renter shall remain jointly and severally liable for all such charges.

Collision, Damage, Repair Costs, Theft

Renter is responsible for all damage or loss of the Vehicle, regardless of cause or fault, up to the Vehicle's fair market value.

Renter is responsible for the cost of repair, up to the fair market value of the Vehicle, loss of use (measured by the daily rental rate), diminished value, towing, storage, impound fees, administrative fees up to \$100 or as allowed by law, and all other related costs.

Renters own insurance or Credit Card Company may cover all or part of the Renter's financial responsibility for damages or loss to the Vehicle. Renter should check to find out about the scope of Renter's coverage(s), and what deductible may apply. Renter remains liable up to the full value of the Vehicle in event of theft or vandalism.

If the Vehicle is not returned to Valet Car Rentals for any reason, including an alleged theft, Renter is fully responsible for the fair market value of the Vehicle to the full extent provided by law.

Protecting the Vehicle

To protect the Vehicle from vandalism and theft, Renter agrees that Renter:

- Will close all windows, lock all doors and arm the Vehicle's security system before leaving the Vehicle for any length of time, no matter how brief.
- Will park the Vehicle only in areas that are safe and secure.
- Will keep the Vehicle ignition key in Renter's possession at all times.
- Will not leave the Vehicle ignition key in the ignition, interior door, or trunk when the Vehicle is not in use.
- Will not give the Vehicle ignition key to any parking valet attendant or other person who is not an authorized driver listed on the Rental Agreement.
- Will not make a copy of the Vehicle's ignition key.

- Will park the Vehicle in a secure parking structure, garage, driveway, hotel parking lot or other secure parking lot and not park the Vehicle overnight on the street.
- Will not leave personal effects (e.g., cameras, camcorders, gifts) or valuables in the Vehicle so they are visible to the outside while the Vehicle is unoccupied or unattended.

Mechanical Breakdown, Emergency Roadside Service

In the event of a mechanical breakdown or malfunction, Renter will cease operation of the Vehicle at the first sign of mechanical trouble. In such an event, Renter will contact Valet Car Rentals immediately. Renter will not authorize or attempt any repair(s) to the Vehicle without Valet Car Rentals prior written approval. Renter is fully responsible for any unauthorized repair(s) and any damage caused thereby.

Any service to, or replacement of, a part or accessory on the Vehicle must have Valet Car Rentals prior written approval.

If Renter smells oil, gasoline, or any kind of burning, Renter shall in a safe manner immediately stop the Vehicle and immediately call Valet Car Rentals for roadside service. Valet Car Rentals will come out and inspect the Vehicle and make arrangement for a replacement vehicle, if appropriate. In case of fire, please call the fire department first.

I have read this page entirely and agree to the terms and conditions. Initials: _____

Property Left in the Rental Vehicle

Valet Car Rentals is not liable for loss or damage to any property left, stored or transported by Renter, whether or not said loss or damage was caused by or related to negligence of Valet Car Rentals or Vehicle malfunction. Renter assumes all risk of such loss or damage and waives all claims against Valet Car Rentals arising from such losses.

Power of Attorney

Renter hereby grants and appoints to Owner a Limited Power of Attorney:

- To present insurance claims of any type to Renter's insurance carrier and/or credit card company if Vehicle is damaged, lost or stolen during the Rental period and if Renter fails to pay for any damages; or any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend indemnify and hold Owner harmless from such claims;
- To endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

Indemnification from Third Party Claims/Lawsuits

Renter agrees that Renter and Renter's insurer shall defend and indemnify Valet Car Rentals in connection with any and all injuries, damages, claims, lawsuits, attorneys' fees, costs and expenses arising out of, or related to, the use and/or operation of the Vehicle.

Renter must immediately report to the police all accidents involving any bodily injury or property damage of more than \$100.

In the event of an accident causing any damage or bodily injury, Renter shall notify Valet Car Rentals immediately, fill out Valet Car Rentals **Accident Report** and set forth in writing a detailed explanation of how the accident happened and identify all witnesses. If this cannot be done in person, Renter will do so by phone or mail within 24 hours of the accident.

Valet Car Rentals shall not be liable in whole or in part for any indirect, special or consequential damages, including without limitation, loss of time, income, lodging, personal expenses, loss of benefits, suffered or incurred by Renter or any third person relating to or arising out of the furnishing, performance, or use of the Vehicle, including mechanical breakdown or failure to honor a reservation.

Valet Car Rentals does not indemnify or insure against any claim for bodily injury or property damage caused to third party. Renter is primarily liable for such claims under California.

If Renter purchases Renter's Liability Protection (RLP) or Supplemental Liability Insurance (SLI), Renter has entered into an insurance contract with an insurance company and is unaffiliated with Valet Car Rentals. If such insurance company should fail or refuse to honor its insurance obligations, it is not the responsibility of Valet Car Rentals.

Renter covenants and agrees Renter will hold harmless and indemnify Valet Car Rentals, the Vehicle owner, lessor, and lienholder from any and all claims, demands, causes of action, attorney fees, costs or expenses of any kind that relate to, or arise from, any alleged negligent use or operation of the Vehicle during the terms of the rental.

If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under this Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee might exceed or be less than: the normal "/day" charges as calculated under this Agreement; or the per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those priced by the third party); or, rental days beyond those

I have read this page entirely and agree to the terms and conditions. Initials: _____

specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

Severability

If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

Limitation of Remedy/ No Consequential Damages

Limitation of Remedy/No Consequential Damages if Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter did not have use of Vehicle or substitute Vehicle.

RENTER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER.

Telematics Notice and Release

Vehicle may be equipped with OnStar or another telematics system. Renter acknowledges that such systems utilize cellular telephone and/ or radio signals to transmit data and communication and, therefore, privacy cannot be guaranteed. Renter authorizes use or disclosure of or access to call location information concerning Renter or other user of the service, automatic crash notification to any person for use in the operation of an automatic crash notification system and use of the vehicle location system. Renter releases Owner, operator of the telematics system, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation to Renter) or property caused by failure to the telematics system to operate properly. Third party service providers are not agents, employees, or contractors of Owner. For limitations concerning warranty, privacy and performance of the telematics system in Vehicle, contact the telematics provider.

Headings

The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

Release of Information to Third Parties

Renter agrees Owner may, and Renter expressly authorizes Owner, to provide information in Owner's possession about Renter, including but not limited to such driver's name, address and driver's license information to: applicable authorities, where solicited; and/or applicable authorities or other third parties, in connection with Owner's enforcement of its rights under this Agreement.

Choice of Law

All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the law of the State of California without giving effect to the conflict of law's provisions of such State.

Jurisdiction of Law

Any Controversy or claim between the parties arising out of or related to this contract shall be settled by binding arbitration exclusively in Los Angeles County, California by the American Arbitration Association in accord with its then-prevailing rules, in lieu of judicial proceedings. The prevailing party in any arbitration proceeding will be entitled, in addition to other relief that it may obtain, to the payment of all costs and expenses incurred in connection therewith, including reasonable attorney's fees. This Agreement shall be governed by and construed

I have read this page entirely and agree to the terms and conditions. Initials: _____

under the laws of the State of California without regard to conflicts-of-law principals that might require the application of any other law.

Vehicle history & titles

Renter acknowledges that the rental vehicle may have been in previous accidents. Renter deems Owner harmless in case of an accident in a rebuilt/reconstructed vehicle.

Notice About Your Financial Responsibility & Optional Damage Waiver

Renter is responsible for all damage or loss to the Vehicle, even if caused by someone else or the cause is unknown. Renter is responsible for the cost of repairs (up to its full value), loss of use, diminished value, towing, storage, and impounds fees.

The Renter's insurance, or the credit card used to pay for the rental transaction, may cover all or part of Renter's financial responsibility for the Vehicle. Renter should check with the Renter's insurance company, or credit card issuer, to find out about the coverage and the applicable deductible, if any, for which Renter may be liable.

If a credit card was used that provides coverage for potential liability, Renter should check with the card issuer to determine if the Renter's personal insurance coverage limits must first be exhausted before the credit card coverage applies.

For more information or any questions concerning your vehicle rental, terms and conditions, policies, charges, requirements etc. Please contact Valet Car Rentals.

I have read and agree to the terms and conditions on all pages of this agreement by signing below; I am authorizing Valet Car Rentals to process charges on my credit card(s) and/or debit Card(s) for advance deposits, incremental authorizations/deposits, and charges incurred, as well as payments refused by a third party to whom billing was directed. I certify that the driver's license(s) presented is currently valid and is not suspended, expired, revoked, or surrendered

I hereby authorize Valet Car Rentals Inc to conduct a DMV search on me. I hereby authorize Valet Car Rentals to contact my insurance company and obtain my insurance records and history.

Renters Signature: _____ Date: _____

By signing this line, I agree to comply with all terms and conditions listed in this contract, and comply with all conditions set forth in this contract as a whole.

Valet Car Rental requires the following information:

- 1. A copy of your Driver License**
- 2. A copy of your current Insurance**

I have read this page entirely and agree to the terms and conditions. Initials: _____