



Rental Agreement

RENTER INFORMATION

Name _____ Date _____
Street _____
City/Town, Zip _____
Home Phone _____ - _____ - _____ Mobile Phone _____ - _____ - _____
Email _____
DOB (xx/xx/xxxx) ____/____/____

A Valid Driver's License and current auto insurance is required for drivers.

License # _____ Expiration Date _____ State _____
Insurance Company _____ Insurance Policy # _____

PICK UP/DELIVERY INFORMATION

- ☐ Pick up from Xcelerate office
☐ Delivery to _____
☐ Due back on _____

Pickup/delivery address:

93 Ashdown Road

VEHICLE INFORMATION

Make	Model
VIN	Plate
Mileage In	Mileage Out
Checkout Date/Time	Return Date/Time

RENTAL CHARGES

Name on Card _____
Type of Card ☐ MasterCard ☐ Visa ☐ Discover ☐ American Express ☐ Other _____

Credit Card Number _____

Expiration Date _____ Security Code _____

Rental Charges _____

Subtotal _____

Delivery Fee _____

State Surcharge _____

Discount _____

Sales Tax _____

Total Charges _____

Deposit Prepaid _____

Amount Due _____

I authorize Xcelerate Sports Car Rental LLC to charge my credit card for any of these charges.

X _____ DATE _____

“Agreement” means all of the terms and conditions found on all pages of this rental contract. “You”, “your”, “the renter” or “client” means the person identified as the primary renter of this agreement, any “authorized driver” and any person or organizations to whom charges are billed by us as its or the renters direction. All persons referred to as “you” or “yours” are bound to this agreement. “We”, “our”, or “us” means Xcelerate Sports Car Rental LLC. “Authorized driver” means the renter and any additional driver listed by us on this agreement, provided that each such person is at least 30 years of age and has a valid driver’s license. “Vehicle” means the automobile identified in this agreement along with its tires, tools, accessories, equipment, keys, and vehicle document. “Loss of use” means the amount calculated by multiplying the number of days from the date the vehicle is damaged until it is repaired, times the weekday daily rental rates

Initials _____

We require a credit card is from all renters. We make an imprint of your credit card in case of damage to the rental car. The amount of the security deposit is \$2500. The security deposit will be refunded in full if there is no damage to the vehicle. If damage occurs, the cost of the damage is taken from the security deposit. You would then file a claim with your insurance company to recoup the cost of the damage.

Initials _____

You are allowed 100 miles per rental - \$1.75 for each additional mile.

Initials _____

A \$100 Non-Refundable Deposit is required to reserve the vehicle. The balance will be charged to your card at the time of rental.

Initials _____

The renter acknowledges that there is a tracking device installed in the vehicle that will be monitoring RPMs and diagnostics. Every time that the preset RPM limit exceeds 5500 for 5 seconds, an alert will be sent to Xcelerate and an abuse fee of \$250 will be deducted from the security deposit. All other drivers are permitted, however the renter is fully responsible for the vehicle.

Initials _____

The renter must immediately report to Xcelerate Sports Car Rental LLC any theft, accident, mechanical issue, or damage to the vehicle. The renter must file an Xcelerate Sports Car Rental condition report as well as a police report. If there is a failure to file or sign either of these documents, the renter will not be absolved from the responsibility for damages under this agreement.

Initials _____

THE RENTER HAS THE RIGHT TO INSPECT THE VEHICLE BEFORE PAYING FOR ANY DAMAGES. There are no refunds or credits if the vehicle is returned before predetermined date and time or with less than the included mileage in the rental term.

Initials _____

I understand that I am responsible for any and all damages to, or loss or theft, of the vehicle, including parts, labor, and towing, loss of use of the vehicle while it is being repaired, diminished value, of the vehicle caused by any damage to it or repair of it, missing equipment, and a reasonable charge to cover administrative expenses and fees connected with any damage claim, whether or not I am at fault.

This is a contract for rental of a vehicle from Xcelerate Sports Car Rental LLC. We may recover the vehicle at your expense without notice to you if the use of this vehicle in violation of any law or this agreement, including abandonment of vehicle. The renter agrees to indemnify us, defend us, and hold us harmless from all claims, liability costs, and attorney fees arising from this rental and your use of the vehicle. Xcelerate Sports Car Rental LLC makes no warranties, express, implied or apparent, regarding the vehicle, nor any warranty that the vehicle is fit for a particular purpose.

Initials _____

You must return the vehicle to our rental office or other location specified on the pre-agreed time and date specified in the rental agreement portion of this contract. The vehicle must be returned in the same condition it was in when picked up by the renter, with the exception of mileage and normal wear. At our discretion, we may opt to have the vehicle inspected by a mechanic of our choosing upon the return of the vehicle. In these such cases, the rental contract will remain active until the mechanical inspection is complete. In some instances, the mechanical inspection will not be performed the same day the vehicle is returned to Xcelerate Sports Car Rental LLC. The client shall not perform any maintenance nor install any replacement parts during the rental term. We may use your deposit to pay any amounts owed to us under this agreement. If we elect for a mechanical inspection, your deposit will not be released until our mechanic has completed the inspection of the vehicle. The client IS responsible to check and maintain vital fluid levels.

Initials _____

The following uses of the rental vehicle are prohibited and are considered breaches of this agreement:

ONLY persons who have filled out the rental agreement and have prior approval from Xcelerate Sports Car Rental LLC may operate the vehicle.

Under no circumstances may the vehicle be operated while under the influence of alcohol or any drug(s) prescribed or not, that may impair the operator's ability to safely operate the vehicle.

Operation of the vehicle outside of New York, Massachusetts, Vermont, New Hampshire, Maine, or Connecticut without prior approval.

Using the vehicle to push pull or tow another vehicle or object, or for any commercial or 'for hire' purposes.

Enter or operate the vehicle in any speed contest, time trial, off road, or racing event (sanctioned or not).

Transport more persons than the vehicle has seatbelts for, or carrying persons outside of the passenger compartment. Any young children being transported in the vehicle must be in approved child safety seats as required by law.

Operation of the vehicle in any condition that may damage the vehicle or produce an unsafe condition; including as while fluid levels or tire pressures are low.

Operate the vehicle if your license has been suspended, revoked, or is invalid for any reason.

Operate the vehicle if you are not familiar with proper operation of a manual transmission (if equipped).

Use the vehicle in a manner that attempts to disrupt or damage the operation and integrity of the vehicle or in any manner that may be considered abusive; including repeatedly or consistently operating the engine at or near its maximum RPM limit or causing excessive tire wear (burnouts).

Tampering with or disconnecting the data logging device, GPS tracking unit, or odometer.

Use the vehicle for any driver training activity.

Initials _____

You will reimburse us, or in the appropriate government authorities all charges due to us under this contract, including:

Time and mileage from the time the vehicle is rented until the return date indicated in the agreement, even if the vehicle is returned prior to the time and date on the agreement.

If it is determined the odometer has been tampered with or disconnected, extra mileage charges will be based upon the GPS tracking device or data logging device information.

Loss, theft of, or damage to the rented vehicle. This includes the cost of repair, or the actual cash retail value of the vehicle on the date of the loss, plus loss of use, diminished value of the vehicle due to repairs, or any damage including administrative expenses processing the claim.

All parking, speeding, traffic infractions, toll violations, penalties, fines, court costs, forfeitures, towing and storage charges and all other expenses incurred, unless any expenses are our fault.

Any extra expenses we incur in locating and recovering the vehicle when not returned on time, or if we need to repossess the vehicle before the end of the rental term due to a breach of this agreement.

All costs, including pre and post judgement attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under the terms of this agreement. If you fail to pay the government agency or charging authority you will pay us the full amount plus a \$25 administrative fee per infraction or unpaid violation.

There is a \$25 returned check fee.

A reasonable cleaning/detailing fee not to exceed \$300 to clean the vehicle if returned in an unreasonably unclean condition; including food or drink spills, pet hair, excessive dirt, or smell of smoke.

If determined by our mechanic upon inspection that the vehicle was purposely abused during the rental term, the renter forfeits their \$1500 security deposit in addition to any repairs or damages incurred due to the abuse.

Initials _____

You release us, our agents and employees from any and all claims, loss, or damage to your personal property as a result of renting from Xcelerate Sports Car Rental LLC.

Initials _____

You and any additional drivers listed and with prior approval on this agreement acknowledge that upon breach of this contract for any reason, Xcelerate Sports Car Rental LLC has the right and ability to disable and recover the vehicle immediately. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise from your breach of this agreement. You also forfeit any claim to rental charges paid if this agreement is breached prior to the end of the rental period.

Initials _____

If the client were to breach this agreement, in addition to all legal resources we may have against you for the breach, we may also remotely disable the vehicle during the rental term and reserve the right to recover the vehicle immediately. You waive all resource against us for any criminal reports or prosecutions that we take against you that arise out of your breach on this agreement. You also forfeit any claim to rental charges paid if this agreement is breached prior to the end of the rental period.

Initials _____

No part of this contract be modified except by in writing that a representative from Xcelerate Sports Car Rental LLC has signed. If you wish to extend the rental period you must be present with the vehicle at the original time and location of the pickup, after our inspection of the vehicle, a new agreement must be signed by you along with an updated condition report, mileage and rental term.

Initials _____

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 provision of this agreement. Unless prohibited by law, you release us from any liability for consequential or punitive damages in connection with the rental or reservation of this vehicle. If any provision of this agreement is deemed unenforceable or void, the remaining provisions and terms are valid and enforceable. This vehicle rental agreement any future agreements are governed by the laws of The Commonwealth of New York.

Initials _____

This agreement will be kept on permanent file and will be applicable for all future rental agreements you enter into.

X _____ DATE _____

In summary, with the rental of a vehicle from Xcelerate Sports Car Rental LLC you are about to experience what should be a positive memory that will last your entire life. Follow the rules of the road, don't abuse the vehicle and don't forget, HAVE FUN!!