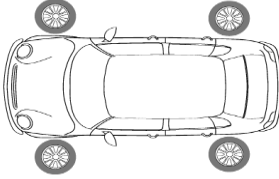




Axleboy Automotive Car Rental Agreement

For a Temporary Substitute Vehicle

Customer Name:			Rental Vehicle Information	
Home Address:			Rental Car VIN: 1D4GP253X3B221657 or 1GMDU23E12D138288	
City	State	Zip	License No: CH8 N4F or CH8 N3F	
Driver's License No	State	Expires	State: MO	
Birth Date	Telephone		Year/Make/Model: 2003 Dodge Caravan Or 2002 Pontiac Montana 	
E-mail				
Date OUT:	Date DUE IN:			
Mileage OUT:	Mileage IN:			

Customer Vehicle Insurance Information		Car Rental Rate:	
Auto Insurance Company		\$ _____/weekly or \$ _____/daily	
Policy No.	Expires	Gas Tank Reading:	
Agent	Telephone	<input type="checkbox"/> Full <input type="checkbox"/> ¾ <input type="checkbox"/> ½ <input type="checkbox"/> ¼	
Insured Vehicle Year/Make/Model/Color		Miles Allowed: _____ per day	
Vehicle Condition Out: <input type="checkbox"/> No Damage <input type="checkbox"/> Damage Description		Time & Mileage Charges	
Vehicle Condition In: <input type="checkbox"/> No Damage <input type="checkbox"/> Damage Description		Taxable Fuel GAL. @ \$	
_____ Customer will fill the fuel tank at the indicated level before return of the Vehicle. Failure to refill the tank will result in a charge of \$20.00 per quarter tank of fuel.		Additional Driver Fee:	
_____ Customer is responsible for lost car keys, a lockout situation, including electronic keys, remotes, and programming		Subtotal	
If Your vehicle is being serviced by Us, Our right to repair Your vehicle during this rental is considered by Us to be the rental fee. You agree to all the terms and conditions on both sides of this Agreement and You acknowledge You were given an opportunity to read this Agreement before You were asked to sign. You authorize Us to process a credit/debit card voucher in Your name for all charges due under this Agreement. Your signature below is considered made on the applicable credit/debit card voucher.		Tax @ _____ %	
YOUR SIGNATURE:		Total Charge	
		Payment \$ _____ Check # _____ <input type="checkbox"/> AE <input type="checkbox"/> MC <input type="checkbox"/> V <input type="checkbox"/> Other _____ Credit Card No: _____ Exp: ____/____ Security Code: _____	
		ALL CHARGES SUBJECT TO FINAL AUDIT.	

For after hours roadside assistance or towing call:

Budget Towing (636) 395-4819

Rental Agreement Terms and Conditions

1. **Definitions.** **"Agreement"** means all terms and conditions found on both sides of this form and on any other documents we give You at the time of rental. **"You"** or **"Your"** means the person identified as the customer on the reverse side of this Agreement, any person signing, this Agreement, any Authorized Driver and any person or organization to whom charges are billed by Us at its or the customer's direction. You are jointly and severally bound by this Agreement. **"We", "Us" or "Our"** means the independent dealer named elsewhere in this Agreement. **"Vehicle"** means the automobile identified in this Agreement and any vehicle We substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle is a temporary substitute for a vehicle that You own or lease. **"Authorized Driver"** means: (a) the customer, provided that the customer is the registered owner or lessee of the vehicle being serviced by Us and for which Our Vehicle is a substitute, and that such person is at least age 21; (b) additional drivers listed by Us elsewhere in this Agreement, provided that each such additional driver is at least age 25; (c) the customer's spouse, provided that such person is at least age 21; and (d) if the customer is a corporation or other business entity, Authorized Driver includes an employee of the customer who is a permissible driver on the business entity's business auto insurance policy, provided each such employee is at least age 21. Every Authorized Driver must possess a valid driver's license. Only Authorized Drivers may drive the Vehicle. **"Loss of Use"** means the loss of Our ability to use the Vehicle for any reason, due to damage to it or loss of it, during this transaction; Loss of Use equals a reasonable estimate of the income We lost while the Vehicle was out of service for repair or replacement.
2. **Rental; Indemnity and Warranties.** This is a contract for rental of the Vehicle. In addition to any rental charges stated in this Agreement, Our right (or the right of Our affiliate), to repair Your vehicle is consideration paid to Us for this rental. We may repossess the Vehicle at Your expense without notice to You, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify Us, defend Us and hold Us harmless from and against, all claims, liability, costs and attorneys' fees we incur resulting from, or arising out of, this Agreement or Your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**
3. **Condition and Return of Vehicle.** You must return the Vehicle to Our office or other location We specify, on the date and time specified in this Agreement, in the same condition that You received it, except for ordinary wear. If the Vehicle is returned after closing hours, You remain responsible for any damage to the Vehicle until We inspect it on reopening for business. Service to the Vehicle or replacement of parts or accessories during this rental must have Our prior approval.
4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to, or loss or theft of, the Vehicle, including damage caused by weather, road conditions, and acts of nature, whether or not You are at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle, on the date of the loss if the Vehicle is stolen, not repairable, or if We elect not to repair the Vehicle. You are also responsible for Loss of Use, and Our administrative expenses incurred processing the claim. You are responsible for replacing missing equipment and Vehicle documents. You must check and maintain all fluid levels. You must report all accidents or incidents of theft and vandalism to Us and the police as soon as You discover them.
5. **Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle, or extended the rental period by giving Us false, fraudulent, or misleading information; (d) under any circumstances that could be properly charged as a crime other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything; (g) in any race or speed contest; (h) to teach anyone how to drive; (i) outside the United States or the geographic area described elsewhere in this Agreement; (j) on any unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect You to know that further operation of the Vehicle would damage it; (m) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; and (n) to transport an animal.
6. **Insurance.** You are responsible for all damage or loss You cause to others. You agree to provide auto liability, collision and comprehensive insurance covering You, Us, and the Vehicle. Your insurance may cover all or only part of the financial liability for the Vehicle. You should check with Your insurance company to find out about your coverage. Your insurance is primary. However, if You have no auto liability insurance in effect on the date of a loss, or if We are required by law to provide liability insurance, We provide auto liability insurance (the **"Policy"**) that is secondary to any other valid and collectible insurance whether primary, secondary, excess, or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the State whose laws apply to the loss. **You and we reject PIP, medical payments, no-fault, and uninsured and under-insured motorist coverage, where permitted by law.** The Policy is void if You violate the terms of this Agreement or if You fail to cooperate in any loss investigation by Us or Our insurer. Giving the Vehicle to an unauthorized driver terminates Our liability insurance coverage, if any.
7. **Charges.** You will pay Us, or the appropriate government authorities, on demand, all charges due under this Agreement, including: (a) time and mileage for the period that You kept the Vehicle; (b) applicable taxes; (c) \$50 or the maximum amount permitted by law, whichever is greater, if You pay Us with a check returned unpaid for any reason; (d) \$30 per day or the maximum amount permitted by law, whichever is greater, for each day You do not return the Vehicle by the Date Due In; (e) all parking and traffic fines, toll violations, penalties, citations, forfeitures, court costs, towing, storage, impound charges and other expenses involving the Vehicle assessed against Us or the Vehicle; if You fail to pay a parking, traffic or toll charge to the charging authority, You will pay Us all fees owed to the charging authority plus Our administrative fee of \$50 for each such violation; (f) all expenses We incur recovering the Vehicle if it is not returned to the renting location; (g) all costs, including pre- and post-judgment attorneys' fees, We incur collecting payment from You or otherwise enforcing Our rights under this Agreement; (h) a 2% per month late fee on all charges due Us but not paid when due; (i) a reasonable fee to clean the Vehicle, not to exceed \$250, if returned substantially less clean than when rented or if it is determined that You or Your passengers smoked inside the Vehicle or transported animals inside the Vehicle; and (j) fuel and a refueling fee if You return the Vehicle with less fuel than when rented. You authorize us to process Your credit card for all charges, and by signing this Agreement, You are also signing all documents required to process Your credit card.
8. **Deposit.** We may use Your deposit, if any, to pay amounts owed to Us under this Agreement.
9. **Your Property.** You release Us, Our agents and employees from all claims for loss of, or damage to, Your personal property or that of any other 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 or not the loss or damage was caused by Our negligence or was otherwise Our responsibility.
10. **Breach of Agreement.** You waive all recourse against Us for criminal prosecutions We take against You for breach of this Agreement.
11. **Modifications.** No term of this Agreement can be waived or modified except by a writing that We have signed. If You wish to extend the rental period, You must return the Vehicle to Our office for inspection and written amendment by Us of the Date Due In. This Agreement constitutes the entire agreement between You and Us. All prior representations and agreements between You and Us regarding the use of the Vehicle are void.
12. **Miscellaneous.** 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. Unless prohibited by law, You release Us from any liability for consequential, special, or punitive damages in connection with this transaction or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement shall be governed and construed by the laws of the State of Missouri without regarding to its conflicts and choice of law provisions.