

TERMS AND AGREEMENT

1. These Terms and Conditions, the rental document signed by you, and a return record with computed rental charges together constitute the rental agreement between yourself and All cash rental car LLC.

2. You rent from us the car described on the rental document, which rental is solely a bailment for mutual benefit. You agree to the terms below, provided any such term is not prohibited by the law of a jurisdiction covering this rental, which case such law controls. "You" and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to All cash rental car. You also agree that you are not our agent for any purpose; and that you cannot assign or transfer your obligations.

3. **Changes.** Any change in this rental agreement or our rights must be in writing and signed by an authorized All cash rental car officer. You further agree that we have the right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the All Cash Rental Website, which date will be indicated therein. Changes to the Terms and Conditions will be posted All cash rental car locations and will govern all rentals even if the terms provided at time of enrollment are different.

4. **Meaning of Car.** The word "car" means the vehicle rented to you or its replacement and includes tires, tools, equipment, accessories, plates, and documents, unless otherwise explicitly specified in this rental agreement.

5. **Rental Charges and Deposit.** You agree to pay all the rental charges specified in the rental document. You'll pay all charges that will apply to the rental for miscellaneous services, airport facility fees, toll charges, traffic violations, traffic tickets, repair costs, recovery fees, vehicle license recovery fees, other fees including but not limited to those listed under "Fines, Expenses, Repair Costs and Administrative Fees".

The \$100.00 Deposit is due at the time signing this agreement which is only refundable after and no less than 20 business days after the car is returned, excluding weekends, and given the car is returned undamaged and in the condition it was originally rented. We may fully or partially use your deposit to pay unpaid airport facility fees, unpaid toll charges, unpaid traffic violations, unpaid traffic tickets, vehicle recovery fees, repair costs and other fees including but not limited to those listed under "Fines, Expenses, Repair Costs and Administrative Fees". If the deposit does not cover all the charges that incurred, you are responsible to pay all the balance due. Non-payment would result in the case being directed to collection agency and you will become liable to pay full balance including but not limited to attorney and court fee.

***All Refund checks must be picked up by the person signing this agreement from the location the car was rented. For clients requesting the check mailed to them must provide with a self-addressed envelope. All Cash Rental will not accept any responsibility for checks lost in mail.**

****The deposit will not be refunded if the car is repossessed and you are responsible for paying repossession fees and towing cost mentioned under "Fines, Expenses, Repair Costs and Administrative Fees". Non-payment would result in the case being directed to the collection agency and you will become liable to pay full repossession fee and towing cost including but not limited to attorney and court fee.**

6. **Taxes.** You'll also pay all applicable taxes as well as any additional charges provided on the rental agreement which are over and above the base rental rate. These may be surcharges and or recovery fees to recover certain costs.

7. **Fuel.** You must return the car with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase. A fuel charge of up to \$50.00 may be charged if the car is returned with an empty tank, or less than what gauge showed at the time of pick-up

8. **Supplemental Liability Insurance (SLI) & Exclusions.** If you elect to purchase S.L.I, you understand it is "LIABILITY INSURANCE" only. It covers up to a certain policy limit and does not cover any medical bills from any party, the damages to the rental vehicle specified in the rental document thus you are responsible to pay for the all the damages to the rental vehicle. SLI does not apply to liability for bodily injury or property damage arising out of any "prohibited use of the car". For all other exclusions to SLI, contact All cash rental car at 443-869-2656.

9. **Customer's Own Insurance.** If you elect to use your own insurance policy you should have full coverage and must provide us with the declaration page of your policy. Your policy should be valid and must remain active for the time you are renting this vehicle. In case of an accident which may have result in any damage to the rental car and/or the third party involved in accident, your insurance must pay for all the repair costs, complete medical costs, towing fee, storage fee, administrative fee and/or any fee listed under "Fines, Expenses, Repair Costs and Administrative Fees". You will be responsible for any unpaid collection and/or attorney fee.

10. **Extending and Paying over the phone.** You acknowledge that you have been informed that if you use a charge card, the same card can be charged again if you choose to extend your rental period. Further, you authorize us to use your charge card on file to pay for any unpaid bills,

unpaid tolls, unpaid tickets, attorney fee, court fee or any other fees including those but not limited to listed under “Fines, Expenses, Repair Costs and Administrative Fees”

11. Out of state. You are not allowed to drive the car out of state unless/otherwise stated in your agreement and you have paid the respective fee. If you take the car out of state without acknowledging us, you agree to pay the \$15 per day out of state fee. All cash rental car or your purchased S.L.I does not provide road side assistance and in case of a car breakdown, you are fully responsible to have the car towed back to: 6521 Belair Rd, Baltimore MD 21206, at your own

12. Who May Drive The Car. Only you (person signing this agreement) may drive the car. You represent that you are a capable and validly licensed driver. You agree that we have the right to verify that your license has been validly issued and is in good standing; and that we may in our sole discretion refuse to rent to you if your license has been suspended, revoked, otherwise restricted in any way. We reserve the right to deny rentals based upon information about your license status or driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license or any other reliable source in the business of validating an identity. If your license is revoked or suspended during the time of rental you will contact All Cash Rental LLC to take permission to have the car drove back by another licensed driver. There may be a charge for each additional driver authorized to drive the car.

13. Return of the Car. You agree to return the car to us in the same condition you received it, condition recorded on the video, on the date, at the time, and to the location specified in the rental document. You must return it sooner on our demand. If you return it earlier, you will not receive any refund except your deposit which you may collect after twenty business days. If your return the car later, a different or higher rate may apply and, if returned later, you may also be charged a late return fee. You may not return the car at a time when we are closed. If you do, your responsibility for damage to or loss of the car will continue and all charges stated on the rental document as a periodic rate will continue to accrue until the return location reopens and we retake actual possession of the car. If we do not find the car when that location reopens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered. If you wish to extend any rental you must contact us to request it before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If we do grant an extension a different or higher rate may be applied to the extension period and a service fee may also apply. Any other use will be viewed as an unlawful use and theft of services for which All cash rental car can pursue legal remedies, including, but not limited to, reasonable attorneys’ fees and costs.

14. Where you’ll return the Car. The car must be returned to the agreed return location as specified on the rental document. If return is indicated to a location other than the location where your rental commences, you may have to pay a “one way service fee.” If you return the car to a different location from the agreed return location without our permission, you agree to pay the “Unauthorized return location fee” specified by us.

15. Repossessing the Car. We can repossess the car at any time in our sole discretions for reasons that include, but are not limited to the following: it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. You agree that we needn’t notify you in advance. If the car is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the car. You agree that such costs can also be charged to the card you used to rent the car.

IF THE CAR HAS TO BE RECOVERD THROUGH A REPOSESSION COMPANY THERE WOULD BE A \$1000.00 FEE. NO EXCEPTIONS.

16. Damage to/Loss of the Car. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car’s retail fair market value before it was damaged and the sale proceeds.

If the car or is stolen and not recovered you will pay the car’s fair market value before it was stolen. As part of our loss, you’ll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any (“Incidental Loss”). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and assign all of your benefits directly to us to recover all consequential and incidental damages including, but not limited to the repairs of the vehicle plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all loss of use, towing, storage and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired, we will reimburse you for those repairs only if you give us the repair receipt.

17. Prohibited Use of the Car. Certain uses of the car and other things you or a driver may do, or fail to do, will violate this Agreement and, in addition to anything else may cause us to cancel your agreement and the car must be returned immediately. **A VIOLATION OF THIS**

PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL, and IS EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO S.L.I LIABILITY INSURANCE. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.

It is a violation of this paragraph if:

- a) You use or permit the car to be used:
 - i. By anyone other than an authorized driver
 - ii. To carry passengers or property for hire
 - iii. To tow or push anything
 - iv. To be operated in a test, race or contest, or on unpaved roads
 - v. While the driver is under the influence of alcohol and/or a controlled substance
 - vi. For conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a controlled substance or contraband
 - vii. Recklessly or while overloaded or
 - viii. If the car is driven into Mexico without our expressed permission.

- b) You, authorized or not:
 - i. Fail to promptly report any damage to or loss of the car when it occurs, or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation
 - ii. Where required by law, failed to report an accident to law enforcement
 - iii. Obtained the car through fraud or misrepresentation
 - iv. Leave the car and fail to remove the keys or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized
 - v. Intentionally or with willful disregard cause or allow damage to the car, or
 - vi. Return the car after hours and the car is damaged, stolen or vandalized or otherwise failed to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices.

- c) Driving or operating this car 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 shall be deemed a breach of this contract.

18. Property in the Car. We are not responsible for loss of or damage to any property in or on the car whatsoever, in any service vehicle, on our premises, or received or handled by us, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage.

19. Fines, Expenses, Repair Costs and Administrative Fees. You'll pay all fines, penalties, repair costs and court costs for parking, traffic, toll and other violations, including repair costs if the car is returned damaged, storage liens and charges. You will also pay a reasonable administrative fee with respect to any violation of this agreement, such as for repossessing or recovering the car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines and penalties, all repair costs on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee. You agree and acknowledge that we cooperate with all federal, state, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required. You authorize us to release the rental and credit/debit card information regarding your rental to a collection agent or law enforcement agency for the purpose of processing and billing you for any tickets, citations, fine, penalties and damages incurred by you or assessed against us or the vehicle during your rental plus a reasonable administrative fee not to exceed \$50 per violation. You authorize us to bill you directly to the credit/debit card you used to rent the vehicle. You authorize All cash rental car to contact you directly regarding any tickets, citations, fines, penalties and damages to the car incurred by you or assessed against us or to our vehicle while the vehicle was rented to you. In the event we use a third party collection and or administrative agent to resolve any tickets, citations, fines, penalties and repairs, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You agree to indemnify and hold us or the collection agency harmless for any tickets, citations, fines, penalties, repair costs and administrative fees.

Additionally the following fee(s) may be charged accordingly:

- a) \$275.00 if you lose the car key or return the car without the key.
- b) \$15.00 per hour if the car is returned later than specified time in the rental document.
- c) \$50.00 if the car is returned dirty or needs cleaning.
- d) **Repossession of car from inside Maryland:** Repossessing fee of up to \$1000.00
- e) **Repossession of car from outside Maryland:** Reposition fee of up to \$1000.00 plus towing fee up to \$1000.00
- f) \$15/Day if you take the car out of state with or without consent