

Tampa Bay Exotic Car Rentals

5102 S Hesperides

Tampa, FL 33611
631-885-1554



Date

Time

Name: _____ Phone #: _____

Date of Birth: _____ Driver's License #: _____ Exp: _____

Full Address (City, State, Zip): _____

INSURANCE:

Insurance Company: _____

Policy #: _____ Phone #: _____

VEHICLE:

Year: _____ Make/Model: _____ VIN: _____

Rental Term: Date Out / Time: _____ Date In / Time: _____

Odometer Out: _____ Odometer In: _____

Mileage Allowance: _____ Mile Overage (\$ _____ per mile): _____

Rental Rate: _____ Days: _____ Security Deposit: _____ Sales Tax: _____

Cleaning Fee: _____ Parking Fee: _____ Late Fee: _____

TOTAL DUE: _____

AGREED TO AND ACCEPTED: The General Terms and Conditions attached here to are hereby incorporated by reference.

Renter Initial _____ Company Initial: _____
Tampa Bay exotic cars Rentals: Authorized Person _____

Print: _____ Sign: _____

GENERAL TERMS AND CONDITIONS

Tampa Bay Exotic Car Rental, hereby leases the previously-described vehicle (the "Vehicle") to RENTER on the following terms and conditions:

- 1. Rental.** You rent from the Company the Vehicle, which rental is solely a transfer of possession, and not of ownership. You agree to the terms in this Vehicle Lease Agreement, provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You" and "Your" refer to the person who signs this Vehicle Lease Agreement, and "We", "Our", "Us" and "the Company" refer to Tampa Bay Exotic car Rentals. You also agree that You are not Our agent for any purpose; and that You cannot assign, delegate or transfer Your rights or obligations under the Vehicle Lease Agreement and any discrete part thereof.
- 2. Vehicle.** The word "Vehicle" in the Vehicle Lease Agreement means the Vehicle rented to You and includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by the Company with the Vehicle.
- 3. Lease Rate and Payment.** The Lease Rate is fully-earned for the term of the Lease stated above and shall be paid in full in advance on the date hereof. Any additional charges are due upon return of the Vehicle. The Lease Rate quoted above includes all taxes and loss damage waiver.
- 4. Authorized Driver.** You are the only person authorized to operate or drive the Vehicle. You represent to the Company that You are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of Your rental. You agree that We have the right to verify that Your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to each rental; and that We may in Our sole discretion refuse to rent to You if Your license is not in good standing. We reserve the right to deny rentals based upon (i) information about Your license status, (ii) authenticity of Your driver's license or other credentials, (iii) the inability to verify Your identity or payment methods, (iv) Your driving record provided by the Motor Vehicle Department of the jurisdiction that issued Your license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credential that We believe to be reliable. We reserve the right to validate Your driving credentials and license good standing periodically without notice to You except as required by Law.
- 5. Vehicle Return.** The Vehicle shall be returned to the Location specified above in the same condition as You received it. The term of this Lease shall begin on the date and time set forth above and shall end at the time and the date specified above as the "End of Term". You shall return the Vehicle to the Location and time on such date. If You return the Vehicle after said time on such date, You shall pay the Company a late fee equal to \$250 per hour (or partial hour) until the time the Vehicle is returned.
- 6. Mileage Allowance.** if You exceed the Total Mileage Allowance for the Vehicle, You will pay an additional charge equal to the Over-Mileage Charge *times* every additional mile over the Total Mileage Allowance. This additional charge will be due upon return of the Vehicle.
- 7. Use of the Vehicle:** Certain uses of the Vehicle and other actions You or a driver may take, or fail to take, will violate the Vehicle Lease Agreement. A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION, INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS INSURANCE, ANY ROADSIDE ASSISTANCE PLAN, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER (LDW) OR PARTIAL DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL

RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR. It is a violation of this Paragraph if any of the following occurs:

- a. You use or permit the Vehicle to be used:
 - i. by anyone other than an authorized driver, as defined in Paragraph 4;
 - ii. to carry passengers or property for hire or more passengers than the Vehicle has seat belts to carry;
- b. to tow or push anything;
- c. to be operated on a track or in a test, race or contest or on unpaved roads;
- d. while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law, or in violation of any law;
- e. for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking
- f. recklessly or while overloaded; or
- g. if the Vehicle is driven into Mexico without Our expressed permission.
- h. You or an additional driver, whether authorized or not:
 - i. fail to promptly report to Us any damage to or loss of the Vehicle 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 Vehicle through fraud or misrepresentation;
 - iv. leave the Vehicle and fail to remove the keys (or key fobs) or close and lock all doors, close all windows and the trunk and the Vehicle is stolen or vandalized; or
 - v. intentionally or with willful disregard cause or allow damage to the Vehicle.
- i. You or an additional driver, whether authorized or not, return the Vehicle after hours and the Vehicle is damaged, stolen or vandalized or You otherwise fail to take reasonable steps to secure the Vehicle, its keys, key fobs, or other remote entry and starting devices.
- j. 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 Vehicle Lease Agreement.
- k. Driving over the speed limit is prohibited by law. Driving at accessible speeds of over 100 mph will result in the loss of security deposit and risk of terminating the rental ride
renters initials _____

8. **Fuel.** The Vehicle is delivered to You with a full tank of fuel and shall be returned with a full tank

of fuel. You are responsible for such fuel and shall use only "Premium" fuel with 93 Octane. You shall not use racing fuel or additives. If You do not return the Vehicle with a full tank of fuel, You will be charged for the actual cost of the fuel to fill the Vehicle plus a convenience fee of \$100.00.

9. **Tolls; Parking Tickets.** You are responsible for all tolls and parking tickets, which will be billed to you upon receiving. An administrative fee will be charged by Us for this service.
10. **Security Deposit; Card Reserve.** We will charge a security deposit in the amount set forth above upon commencement of Your rental, which we may apply to any of Your obligations hereunder. Upon return of the Vehicle and satisfaction of all of your obligations, we will refund the unused portion of the security deposit. You consent to the reservation of setting aside of that estimated total amount at the time of commencement of the rental.
11. **Damage to or Loss of Vehicle.** If the Vehicle is lost or damaged during the term of Your rental, You are responsible and You will pay Us for all loss of or damage to the Vehicle regardless of cause, or who, or what caused it. If the Vehicle is damaged, You will pay Our estimated repair cost, or if, in Our sole discretion, We determine the Vehicle in its damaged condition, You will pay the difference between the Vehicle's fair market retail value before it was damaged and the sale proceeds, except as otherwise required by Law. Where permitted by law, You authorize Us to charge You for actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of Your rental charges at the time of return. If the Vehicle is stolen and not recovered You will pay Us the Vehicle's fair market retail value before it was stolen. As part of Our loss, You'll also pay for loss of use of the Vehicle, without regard to Our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Losses"). 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 you 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 Vehicle (less salvage value plus costs incurred in the salvage-sale), and all Incidental Losses. 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 Us and what We collected from the third party. If the law of a jurisdiction covering this rental requires conditions that are different than the terms of the Vehicle Lease Agreement, such as if Your liability for ordinary negligence is limited by such law, that law prevails. You understand that You are not authorized to repair or have the Vehicle repaired without Our express prior written consent. If You repair or have the Vehicle repaired without Our consent, You will pay the estimated cost to restore the Vehicle to the condition it was in prior to Your rental. **SMOKING AND VAPING OF ANY SUBSTANCE OR CHEMICAL IN THE VEHICLE ARE STRICTLY PROHIBITED.** If You return the Vehicle and the smell of smoke or vaping is apparent, You will pay the cost of reconditioning the Vehicle to remove the smell to Our satisfaction. The minimum cost for such reconditioning is \$1,000 but may be much higher, up to and including replacement of interior fabrics and components.
12. **Property in the Car.** We are not responsible for loss of, theft, or damage to any of Your personal property in or on the Vehicle.
13. **Indemnification and Waiver.** You shall defend, indemnify, and hold Us, Our members, managers, company officials, employees, agents, and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by Us in any manner from this rental transaction or from the use of the Vehicle by You or any person, including claims of, or liabilities to, third parties. You may present a claim to Your insurance carrier for such events or losses; but in any event, You shall have final responsibility to Us for all such losses. **YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.**

14. **Collections.** If You do not pay all amounts due to Us under this Vehicle Lease Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the Vehicle including, without limitation, payment for loss of or damage to the Vehicle, rental changes, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, We will take the following actions: a) You agree to pay a late charge of 1.50% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"); b) You agree to also pay for any costs that We incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). You also agree that We or Our collection agent(s) may access the personal information that You provided to Us in any effort to collect any Charges or Costs under this Paragraph and may use the address provided by You on the Rental Contract, or in any customer profile, as the place to send any demands or collection notices and c) In the event that You presented a credit card or debit card for payment, You understand that We may report such deficiency to an appropriate credit reporting agency and You also authorize Us to share that credit and debit card information with third party collection agents and further authorize Us or Our collection agents to charge any amounts due to Us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.
15. **Use of GPS Tracking Devices.** We use GPS tracking devices to track or locate cars which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, or to identify cars which have been damaged and may require roadside assistance, when We have a goodfaith belief that there is an emergency that poses a threat to Your safety or the safety of another person, or as necessary to defend, protect or enforce Our rights in connection with the use of Our products and/or services. You should have no expectation of privacy or confidentiality as to the places where the Vehicle is driven while rented to you.
16. **Roadside Assistance.** If You require roadside assistance during Your rental, You agree to contact Us directly and not some other third party provider for any such assistance. Such roadside assistance may be required for any of the following (but not limited to) situations: (i) changing a flat tire; (ii) jump starting a battery; (iii) towing; (iv) delivering gas, oil or a new battery; or (v) retrieving keys locked inside a car.
17. **Governing Law,** This Vehicle Lease Agreement will be construed and interpreted according to the laws of the State in which it was entered.
18. **State Specific Provisions.**
FLORIDA:
Return of Car. Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.
Liability Protection. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.
19. **Severability, Entire Agreement, Waiver.** Any provisions of this Vehicle Lease Agreement which shall prove to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect. This Vehicle Lease Agreement represents the entire agreement of the parties hereto with respect to the Vehicle. This Vehicle Lease Agreement may only be modified or waived only in a writing signed by the manager of the Company.