



No smoking or excessive trash
Up to \$50 Cleaning Surcharge May Apply

Name _____

Car #

Space No.: _____

Color/Model: _____

Licence No.: _____

BUDGET RAPID RETURN

If paying for your rental with any Budget honored charge card, indicate your mileage, gas level and time, and drop your rental agreement into the Budget Rapid ReturnSM Box. Our computer system will complete your bill and a copy will be sent to you. If you prefer, you may have your bill completed at the counter.

Return Mileage:

Return Date:

Did you purchase fuel? Yes No

Gas Gauge (check box)*
if applicable
 E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F

Return Time: AM
 PM

*Please note: If you don't indicate your gas gauge reading, you may be charged for a full tank of gas.

24 HOUR ROADSIDE ASSISTANCE 1-800-354-2847

RESERVATIONS 1-800-527-7000

Visit us online @ budget.com

F-133CA (3/07)

Rental Terms and Conditions

1. These terms and conditions, the rental document, signed by you, and a return record with computed rental charges together constitute the rental agreement ("agreement") between you and the independent Budget System Licensee identified on the rental document ("Budget"). Further references to the "rental document" alternatively mean the front of these terms, if there is no separate rental document.

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 and on the other panels of this Rental Document Jacket 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 agreement, "we", "our" and "us" refer to Budget. You also agree that you are not our agent for any purpose; and that you cannot assign or transfer your obligations.

3. **Return of the Car.** You must return the car in the same condition you received it, ordinary wear and tear excepted, on the date and at the time indicated on the rental document. You must return it sooner on our demand. If you return it earlier or later, a different or higher rate may apply and, if returned later, you may 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 at the phone number listed on your rental document to request it before your return date. We may or may not grant an extension or 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.

4. **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. If this fee is higher by multiplying normal mileage rate by distance between renting location and actual return location as specified on the return document/return record, you'll pay a higher fee. You also understand that a different or higher rate may apply.

5. Rental Charges. You will pay for the number of miles you drive and the period of time you rent the car at the rate indicated on the rental document. The minimum charge is one day (24 hours), unless "calendar day" is indicated on the rental document, plus mileage, or a fixed fee. We will determine the miles by reading the factory-installed odometer. The daily charge applies to consecutive 24 hour periods starting at the hour and minute the rental begins or, if a calendar day is specified on the rental document, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental commences. If you fail to comply with any conditions for special rates specified on the rental document our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, and vehicle license recovery fees. You will also pay a reasonable fee for cleaning the car's interior upon return for excessive stains, dirt or soilage attributable to your use. You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so. If you use a car with automatic toll payment capability, you will pay for all tolls incurred during your rental and all related service charges.

6. Taxes. You'll pay all sales, use, rental, environmental and excise taxes, including tax-related surcharges.

7. Loss Damage Waiver. Loss Damage Waiver (LDW) is **not** insurance and **not** mandatory. If you accept LDW by your initials on the rental document at the daily rate, for each full or partial day that the car is rented to you, and the car is used and operated in accordance with this agreement, we assume responsibility for the loss of or damage to the car. You acknowledge that you have been advised that your own insurance may cover loss or damage to the car. **You also acknowledge reading the notice on loss damage shown on the rental document, or at the end of these terms, or in separate notice form.**

8. Damage/Loss to the Car. If you do not accept LDW, or if the car is lost or damaged as a direct or indirect result of a violation of paragraph 14, you are responsible; and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. 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 is stolen and not recovered you will pay us 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, you will provide us with the name of the insurer and policy number, or if the insurance is provided by your credit card issuer, its insurer. You authorize us to process any or all of our Incidental Loss to your credit card at or after the completion of your rental. You also authorize us to collect any or all of our loss from any third party that is responsible for it. 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. If the law of a jurisdiction covering this rental requires conditions on LDW that are different than the terms of this 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 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.

9. Loss Damage Waiver Fee. If you accept LDW, you'll pay the rate per day specified on the rental document for a full day, even if you don't have the car for the entire day. The fee is the applicable rate per day multiplied by the number of rental days.

10. Fuel Service Charge. Most rentals come with a full tank of fuel, but that is not always the case. There are four refueling options:

(a) If you accept the fuel service option at the beginning of your rental, you will be charged as shown on the rental document for that purchase and you will not pay us a fuel service charge. If you choose this option, you will not incur an additional fuel service charge, but you will not receive any credit for fuel left in the tank at the time of return. The per-gallon cost of the fuel service option will always be lower than the fuel service charge. The cost of refueling the car yourself at a local service station may be lower than the fuel service charge or the fuel service option. You acknowledge that the fuel service charge is not a retail sale of fuel;

(b) If you do not accept the fuel service option, where available, at the beginning of your rental and you return the car with less fuel than was in it when you received it, we will charge you a fuel service charge at the applicable per-mile or per-gallon rate specified on the rental document. The per-mile rate is used if you do not buy fuel during the rental. To calculate this amount, we multiply the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the rental document. The per-gallon rate is used if you buy fuel during the rental and provide us with a receipt on our request, but the tank is not as full when you return the car as when you received it. To calculate this amount, we multiply the number of gallons needed to refill the fuel tank to the level it was at when you received the car (by reading the factory-installed gauge, rounded down to the nearest 1/8 of a tank), times the per-

gallon rate shown on the rental document. Although two methods are used for ease of calculation, the per-mile and per-gallon rates produce approximately the same result;

(c) You may avoid a fuel service charge if you 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; or

(d) If permitted by law, if you drive less than 75 miles, you acknowledge that we will add a flat fee to the rental the amount of which will be disclosed on the rental document and at the counter prior to rental. You may avoid this charge at time of return by providing a receipt for fuel purchased at which time the flat fee will be reversed from your total rental charges.

11. Personal Accident & Effects Insurance (PAE).

You'll pay for Personal Accident/Effects Insurance if you accept it. You understand that you'll be charged the rate per day for a full day even if you don't have the car the entire day.

12. Fines, Expenses, Costs and Administrative Fees.

You'll pay all fines, penalties and court costs for parking, traffic, toll and other violations, including storage liens and charges. You'll 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.

13. Error in Rental Charges. The charges shown on the return record are not final and are subject to our review. You'll pay any undercharges and you'll receive a refund for any overcharges we discover on review.

14. 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 enrollment in Budget Fastbreak Service. **A VIOLATION OF THIS PARAGRAPH, WHICH INCLUDES USE OF THE CAR BY AN UNAUTHORIZED DRIVER, WILL AUTOMATICALLY TERMINATE YOUR RENTAL, VOID ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT & EFFECTS INSURANCE, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL THE PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS.**

It is a violation of this paragraph if:

A. You use or permit the car to be used: 1) by anyone other than the renter or authorized driver, as defined in paragraph 15 below; 2) to carry passengers or property for hire; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol or a controlled substance; 6) for conduct that could properly be charged as a felony or misdemeanor, including the transportation of a controlled substance or contraband; 7) recklessly or while overloaded; or

B. You or an additional driver, authorized or not: 1) 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 fully with our investigation; 2) obtained the car through fraud or misrepresentation; 3) 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; or 4) return the car after hours and the car is damaged, stolen or vandalized.

15. Who 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 refuse to rent to you if your license has been suspended, revoked or otherwise restricted in any way. We reserve the right to deny rentals based upon information provided by the Motor Vehicle Department of the jurisdiction that issued your license. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car, but only with your prior permission. The other driver must be at least 25 years old and must be a capable and validly licensed driver.

16. Liability Protection. With respect to rentals commencing in California, this agreement does not afford you or any other driver of the car any insurance or protection against liability. You nevertheless agree to promptly notify us of any accident in which the car is involved and to assist and cooperate with us in the investigation, including any police investigation, and handling of any such accident or claim of liability against you or us arising out of such accident or otherwise out of your rental. You also agree to promptly advise us of any suit, claim or communication you receive, or which you know another driver of the car receives, that is related to any such accident. You will report any accident or loss of car to the police and/or motor vehicle department, as required by local law. I understand that you comply with the requirements of the financial responsibility laws applicable to motor vehicle owners from jurisdiction to jurisdiction, by means of a cash deposit certificate or bond. If liability protection of a driver is implied by operation of California law, then such protection will be limited in amount to the minimum required by the law of the jurisdiction in which the accident takes place and in scope to the minimum required by that jurisdiction. **In such event, such protection will, if permitted by the law of that jurisdiction be secondary to, and not in excess of any applicable insurance available to you or any other driver, from any source whether primary, excess, secondary or contingent in any way.**

17. Supplemental Liability Insurance (SLI). You'll pay for SLI, if you accept it. You also understand that you will be charged the rate per day for a full day even if you don't have the car for the entire day. If the car is involved in an accident while being driven by the renter or additional authorized driver and SLI has been purchased at time of rental, coverage will be provided by contractually adding the "Renter" as an additional insured under the excess automobile liability policy issued to the rental agency. SLI provides coverage from third party liability claims for the difference between the liability limits provided under any

primary policy available to the "Renter" and a maximum combined single limit of One Million and no/100 Dollars (US \$1,000,000) per occurrence for bodily injury and property damage, for other than the rental vehicle and the "Renter" described in the basic Rental Contract, while the car is on rent to the "Renter." Notwithstanding anything contained in this agreement, the terms of the policy will at all times control. You understand that unless required by applicable law, we will not provide (a) coverage for fines, penalties, punitive or exemplary damages; (b) coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family; (c) defense against any claim but in such event not after the applicable limits of protection that we furnish are tendered; (d) supplementary no fault, noncompulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits shall be the minimum required under applicable statute. Where permitted by law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with this agreement, for you and all other passengers in the car. There is no coverage in Mexico, and the car may not be taken into Mexico under any circumstances, unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

18. Indemnification and Waiver. You agree to indemnify us, our parent and affiliated companies for and hold us harmless from any loss, liability and expense that we incur arising out of the use of the car, including reasonable attorney's fees: (a) which exceeds the greater of either the minimum limits of financial responsibility pursuant to the motor vehicle insurance law of the applicable jurisdiction, or the limits of any liability protection that we furnish to you; or (b) which results from any unauthorized use or prohibited operation of the car. You waive any claim against us for incidental, special or consequential damages in connection with the rental. If the rental takes place at a location operated by a Budget System Licensee and a claim relating to this transaction is made against Budget Rent A Car System, Inc., that alleges unfair, deceptive or unconscionable conduct that renting Budget licensee agrees to indemnify and hold Budget Rent a Car System, Inc., harmless from and against such claim, including the related costs and expenses.

19. Repossessing the Car. We can repossess the car anytime it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. We can also repossess anytime we discover that a misrepresentation was made to obtain the car. 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 cost will be charged to the card you used to rent the car.

20. Collections. All charges, fees and expenses, including payment for loss of or damage to the car, are due at our demand. If you do not pay all charges when due, you agree to pay a late charge of the lesser of either 1½% per month on the past due balance. If that rate is not permitted by law, then you will pay the highest rate permitted by law on the past due balance. You will pay any collection costs, including a service charge, for any check that is not honored by a financial institution and our reasonable attorney's fees. If you don't pay any amount when due, if the law permits, you authorize us to contact you or your employer at your place of business about payment. **If you fail to pay any indebtedness to us in full, you understand that we may report such deficiency to an appropriate credit reporting agency.**

21. Card Reserve. You acknowledge that you have been informed that if you use a charge card your credit, up to an amount of the estimated total charges due under this Agreement, as indicated on the rental document, based on your representation about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount the amount of the estimated total charges due under this Agreement, based on your representation about this rental, as indicated on the rental document or the deposit amount indicated on signs at the location at which you rent at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental, and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

22. Lost or Damaged Property. We are not responsible for loss of or damage to any property in or on the car, 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 such loss or damage.

23. Meaning of "Car". The word "car" in this agreement means the vehicle rented or its replacement, and includes tires, tools, equipment, Sea accessories, plates, and car documents.

24. Changes. Any change in this agreement or our rights must be in writing and signed by our president or a vice president.

25. Currency Conversion. If you use a credit or charge card that is issued by a financial institution

outside of the United States and your charges are billed to us in a currency other than U.S. Dollars, the full amount of your charges will be converted to the card account's billing currency by us unless you submit a written request in advance to have the currency conversion performed by your card issuer. Our conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge no higher than 3% applied to all amounts relating to this transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure thereof.



NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

26. Emergency Sickness Protection ("ESP"). Is available only to Canadian renters and international renters with valid non U.S. passports. You'll pay for ESP, if you accept it. You'll be charged the rate per day for a full day even if you don't have the car for the entire day. ESP is offered by an independent insurer and is explained in a brochure available at the counter.

27. OnStar. You acknowledge that the car may be equipped with the OnStar System, which provides emergency and other services. You expressly authorize all of those services. You acknowledge that you understand that OnStar requires the car's electrical system and equipment, cellular service and satellite technologies to be available and operating for OnStar to function properly. Not all OnStar services are available on all cars. OnStar acts as a link to existing emergency and other service providers. Services are limited by, and neither OnStar nor Budget is liable for, conditions or services outside their control. Any information (e.g. navigational route support) provided through OnStar is on an "as is" basis. OnStar, its service providers and Budget will not be liable to you or any user of OnStar in connection with the use of such information. You agree to release and hold us, and the OnStar service providers, harmless for any OnStar system failures. You also agree to limit claims against OnStar for damages for any losses under any theory to the pro rata portion of the rate for use of the car for one day. Call 1.888.4OnStar (1.888.466.7827) to obtain a copy of OnStar's terms and conditions and privacy policy.

28. Global Positioning Satellite System (GPS). At various locations, we may offer for rental a Global Positioning System (GPS) unit for your use. If you rent such a GPS unit you will pay the additional daily charge shown on the rental document. This GPS unit is not part of the car. You are responsible for any loss or damage to the GPS unit. If it is lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us its repair or replacement cost. If you return the GPS unit to a location other than the renting location without our authorization, you will pay us a fee for that unauthorized return. We do not use GPS to track or locate cars, other than those that are reported lost or stolen or as may be required by law enforcement agencies.

You are responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the car rental transaction, may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable. Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies.

The cost of an optional damage waiver is \$9.00 to \$34.99 for every day, depending upon the original MSRP of the vehicle rented.

The rental company will not hold you responsible if you buy a damage waiver. But a damage waiver will not protect you if:

(1) Damage or loss results from an authorized driver's (A) intentional, willful, wanton, or reckless conduct, (B) operation of the vehicle under the influence of drugs or alcohol in violation of Section 23152 of the Vehicle Code, (C) towing or pushing anything, or (D) operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions.

(2) Damage or loss occurs while the vehicle is (A) used for commercial hire, (B) used in connection with conduct that could be properly charged as a felony, (C) involved in a speed test or contest or in driver training activity, (D) operated by a person other than an authorized driver, or (E) operated outside of the United States.

(3) Any authorized driver who has (A) provided fraudulent information to the rental company, or (B) provided false information and the rental company would not have rented the vehicle if it had instead received true information.

Whether or not you purchase LDW you are responsible for loss due to theft of the rented vehicle up to its fair market value provided that Budget establishes by clear and convincing evidence that you or any authorized driver failed to exercise ordinary care while in possession of the vehicle.