

PR

PRESTIGE RENTALS

ACN 617 637 797

Car Rental Agreement

BMW X5



PREPARED FOR _____



This Car Rental Agreement is entered into between Matthew Sannen ("Owner") and _____ ("Renter") (collectively the "Parties") and outlines the respective rights and obligations of the Parties relating to the rental of the car.

1. IDENTIFICATION OF THE RENTAL VEHICLE

Owner agrees to rent to Renter a passenger vehicle identified as follows:

Make: BMW

Model: X5 E70

Engine: 4.8L V8

Fuel: **Unleaded ONLY**

Registration: **AJX 789**

VIN: WBAFE82090LC96190

Engine: 52553910

Colour: Grey

(Hereinafter referred to as "Rental Vehicle").

2. RENTAL TERM

The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this Car Rental Agreement until the return of the vehicle to Owner, and completion of all terms of this Car Rental Agreement by both Parties. The estimated rental term is as follows:

Estimated start date: _____

Estimated end date: _____

The parties may shorten or extend the estimate term of rental by mutual consent

3. SCOPE OF USE

Renter will use the Rented Vehicle only for personal or routine business use, and operate the Rented Vehicle only on properly maintained roads (no off road) and parking lots. Renter will comply with all applicable laws relating to holding of licensure to operate vehicle, and pertaining to operation of motor vehicles. Renter will not sublease or lend the Rental Vehicle or use it as a vehicle for hire. Renter will not take the vehicle outside of Victoria. Smoking and animals are prohibited inside the vehicle.

Renter will not allow any other person to operate the Rented Vehicle unless identified here:

Primary vehicle operator: _____

Drivers Licence # _____

Additional vehicle operator: _____

Drivers Licence # _____

4. KILOMETRES

Kilometres of the Rental Vehicle is _____ at the time of commencement of this Car Rental Agreement. Kilometres on the vehicle will be limited as follows: 100 km per day. Any Kilometres driven in excess of this limitation will be subject to an excess kilometres surcharge of \$0.50 per kilometer.

5. TOLLWAYS

Renter is fully liable for the cost of any tollway use (plus 20% for administration). Renter must pay a minimum \$100 'tollway advance' payment for the cost of these fees. A tollway invoice will be supplied and any remaining funds from the 'tollway advance' payment will be refunded upon return of the vehicle.

6. PAYMENTS

To receive discounted rates as advertised in Section 7, Renter must make full upfront payment. If Renter requires vehicle for additional time (as per Section 2 'Rental Term') and payment is not made within 24 hours, Owner has authority to retrieve vehicle from Renter. Pricing for this period will revert back to DAILY & WEEKEND rates.

7. RENTAL FEES

Renter will pay the Owner rental fees for use of the Rental Vehicle as follows:

Base fee: [As per advertised on Website](#)

Note: **Expected price rises during public holidays & peak periods**

Fuel Use: Unleaded tank must be fully filled prior to vehicle return

Excess KMS: As set forth in Section 4, above

Tollway Use: As set forth in Section 5, above

8. SECURITY DEPOSIT

Renter will be required to provide CASH security deposit to Owner in the amount of **\$1000.00** to be used in the event of loss or damage to the Rental Vehicle during the term of this Car Rental Agreement. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost.

9. INSURANCE

Renter must be atleast 23 years of age and have held a probation licence for 2 years. Renter agrees to cover any damage caused to the Rental Vehicle at the time this Car Rental Agreement is signed. If the Rental Vehicle is damaged or destroyed while in possession of Renter, Renter agrees to pay **\$3000.00** excess to cover the cost of insurance. If the insurance is not warranted due to Renter's unlawful activity, the Renter is liable to cover the full cost of damage or replacement value of the vehicle.

10. PUBLIC LIABILITY

Renter agrees to take full responsibility and be liable for any personal injury to the Renter, passengers in the Rented Vehicle, and other persons or property. Renter agrees that Owner takes no responsibility for any harm, damage or injury such as mentioned above.

11. INDEMNIFICATION

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement. This includes any lawyers fees necessarily incurred for these purposes. **Renter will also be liable and pay for any road rule infringements, parking tickets, tollway infringements, moving violations, or other citations received while in possession of the Rented Vehicle. A \$30 administration fee will be charged for processing of any nomination statements.**

12. REPRESENTATIONS AND WARRANTIES

Owner represents and warrants that to the Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

13. JURISDICTION AND VENUE

In the event of any dispute over this Car Rental Agreement, this Car Rental Agreement will be interpreted by the laws of the State of Victoria, and any lawsuit or arbitration must be brought in the State of Victoria. If any portion of this Car Rental Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

14. RETURN OF VEHICLE

It is expected that the Renter returns the vehicle in the same condition that it was given to him/her for use. The following must be done otherwise additional charges will be incurred:

- **wash outside of vehicle** (minimum \$30 depending on condition)
- **clean and vacuum inside of vehicle** (minimum \$30 depending on condition)
- **fill fuel tank** (fill cost plus \$30)
- **evidence or smell of smoking** (\$300 will be deducted from deposit)

15. ENTIRE AGREEMENT

This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below.

VEHICLE PICKUP: _____ Date _____ Fuel _____ Kms _____
VEHICLE RETURN: _____ Date _____ Fuel _____ Kms _____
RETURN SIGNED: _____ **TOTAL** _____

DEPOSIT: Amount _____ Date _____
DEPOSIT: Amount _____ Date _____
TOLL ADVANCE: Amount _____ Date _____
RENT PAYMENT: Amount _____ Date _____
RENT PAYMENT: Amount _____ Date _____
RENT PAYMENT: Amount _____ Date _____
RENT PAYMENT: Amount _____ Date _____
RENT PAYMENT: Amount _____ Date _____
TOTAL _____

Renter Name: _____
Renter Address: _____
Renter Phone: _____
Renter Email: _____

Renter Signature: _____ Date: _____

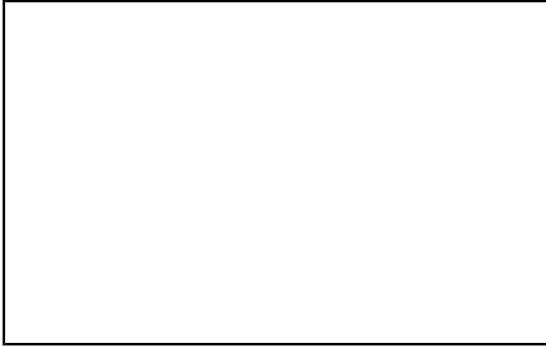
I hereby understand and acknowledge the significance and consequences by signing this Agreement (Section 1 – 17). I also confirm that my provided identification in Section 16 and the Condition Report in Section 17 is true and correct.

Owner Name: Matthew Sannen
Owner Address: 9 Carnoustie Court, Frankston 3199
Owner Phone: [03 9781 4423](tel:0397814423)
Owner Email: matthew@prestige.rentals

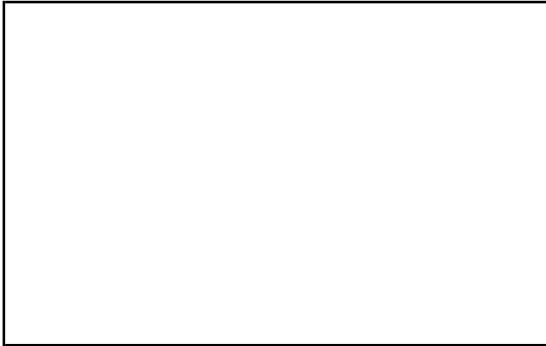
Owner Signature: _____ Date: _____

16. RENTER IDENTIFICATION

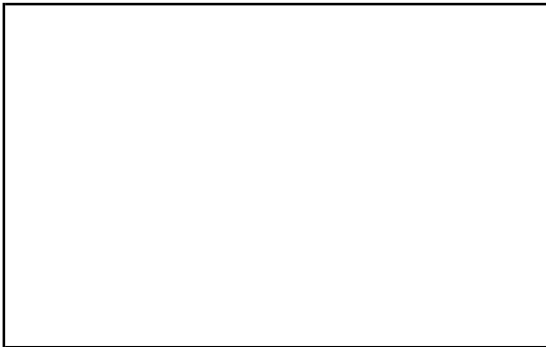
DRIVERS LICENCE FRONT



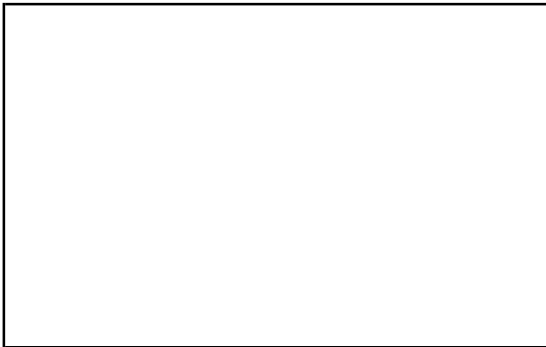
DRIVERS LICENCE BACK



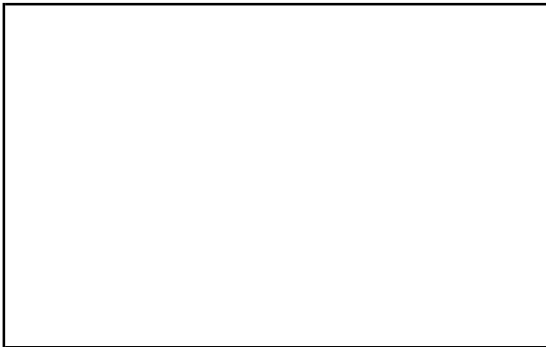
MEDICARE CARD



CREDIT CARD FRONT



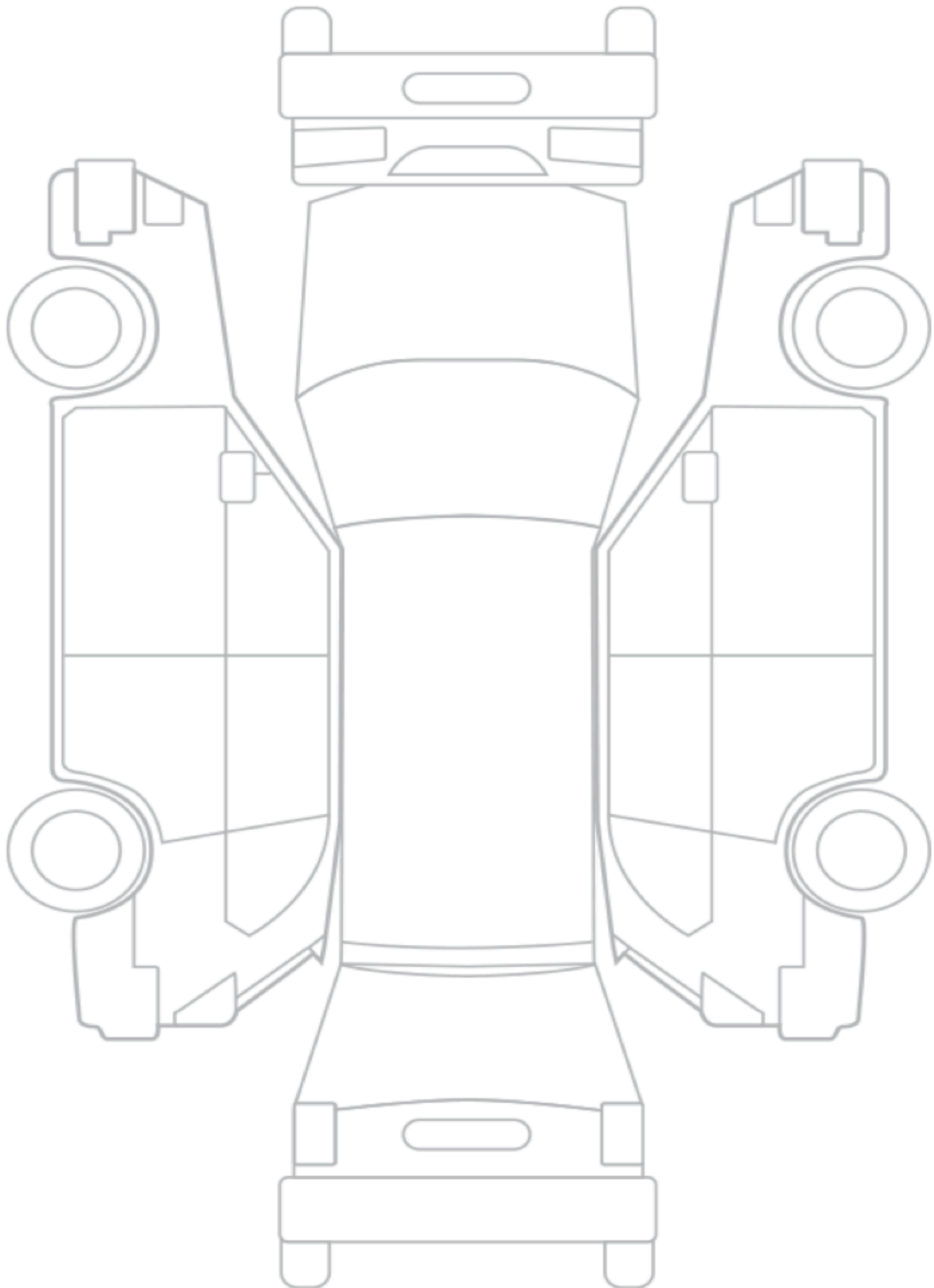
CREDIT CARD BACK



17. INSPECTION REPORT

BMW X5 E70

4.8 Litre V8



Customer Name _____
Owner Name _____
Inspection Date _____

Signed _____
Signed _____
Time _____

Scratch **S**
Dint **D**
Rego **AJX 789**