

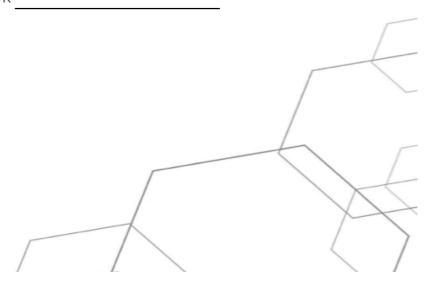
ACN 617 637 797

# **Car Rental Agreement**

JAGUAR F-Pace Prestige



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: Jaguar
Model: F-Pace Prestige
Engine: 2.0L V4
Fuel: Diesel ONLY
Registration: ARE 410
<u>VIN</u> : SADCA2AN1HA066566
Engine: 160608W0725204DTD
Colour: Black
(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:

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

Estimated end date:

#### 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: Diesel 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 \$2000.00 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: DEPOSIT: TOLL ADVANCE: RENT PAYMENT: RENT PAYMENT: RENT PAYMENT: RENT PAYMENT: RENT PAYMENT: RENT PAYMENT:	Amount Amount Amount Amount Amount Amount Amount Amount Amount TOTAL		Date Date Date Date Date Date Date			
Renter Name: Renter Address: Renter Phone: Renter Email:						
Renter Signature:					Date: _	
I hereby understar signing this Agreer in Section 16 and t Owner Name: Owner Address: Owner Phone: Owner Email:	nent (Section	n 1 – 17). n Reoprt ir nen Court, Fra 3	I also corn Section ankston 31	nfirm that my 17 is true an	provided identi	•
Owner Signature:					Date:	

## 16. RENTER IDENTIFICATION

DRIVERS LICENCE FRONT
DRIVERS LICENCE BACK
MEDICARE CARD
CREDIT CARD FRONT
CREDIT CARD BACK

### 17. INSPECTION REPORT

Jaguar F-Pace Prestige

2.0 litre Turbo V4



