

Yellowstone Classic Auto Rental, LLC.

YellowstoneCAR.com

Phone (208) 757-9767

Fax (208) 555-555

158 Harvard Avenue

Rexburg, Idaho 83440

RENTAL AGREEMENT & CONTRACT

Driver's Name _____

Home Address _____

City _____ State _____ Zip _____

Phone # _____ email _____

Drivers License # _____ State _____

Expiration Date _____ Date of Birth _____

Vehicle make Ford/Shay

Vehicle year 1929/1980-81

Vehicle name/color _____

Date/time out _____

Date/time due in _____

Date/time returned _____

IMPORTANT!

YOUR INSURANCE IS THE ONLY INSURANCE IN FORCE WHEN RENTING THIS VEHICLE. NO OTHER INSURANCE IS PROVIDED BY *Yellowstone Classic Auto Rental.*

Insurance Co. _____ Policy # _____

Agent Name _____ Phone # _____

IF YOUR INSURANCE FAILS FOR ANY REASON TO PROVIDE COVERAGE, YOU SHALL BE PERSONALLY RESPONSIBLE FOR ALL DAMAGES AND CLAIMS INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, OR PUBLIC LIABILITY.

No other person than you and the person listed below may operate this vehicle.

Additional Driver _____ D.O.B. _____

Driver's License # _____ Exp. Date _____

This vehicle is NOT covered for public liability or property damage insurance by *Yellowstone Classic Auto Rental, LLC.* You are responsible for filing all liability claims with your own insurance provider. You and your insurance company are responsible for ANY and All physical damage to the vehicle you are renting.

I have read and agree to be bound by the terms and conditions on all pages of this agreement.

Your signature _____ Date _____

Agent signature _____ Date _____

Yellowstone Classic Auto Rental, LLC

Excess time charge _____

(\$10.00 per hour)

Mileage out _____

Mileage in _____

Miles driven _____

(100 miles per day allowed)

Excess mileage charge _____

(\$1.00 per mile)

Gas in/out _____

Fuel Charge _____

Rental Charges

Daytime (9am-8pm) @ \$250

_____ Days (24 hrs) @ \$275

_____ Weeks (7 days) @ \$1400

_____ Other @ _____

Rental and Fuel charges \$ _____

Other Charges _____

Less Deposit _____

TOTAL AMT DUE \$ _____

Authorized states MT, ID, WY

Authorized driving radius 75 miles

(from Old Faithful Inn)

VEHICLE CONDITION

See attached diagrams and checklist

**TERMS AND CONDITIONS OF
Yellowstone Classic Auto Rental, LLC
RENTAL AGREEMENT & CONTRACT**

Yellowstone Classic Auto Rental, LLC rents to you, the vehicle described on the reverse side of this Agreement. "You" or "Your" means the person or organization identified as the Driver on the reverse side of the Agreement, any person signing the Agreement, an Additional Authorized Driver, and any person or organization to whom charges are billed by *Yellowstone Classic Auto Rental, LLC* at its or the customer's direction. All persons referred to as "you" or "your" are jointly and severally bound by the Agreement. "*Yellowstone Classic Auto Rental, LLC*" means the business and its agents and employees named on the reverse side of this Agreement. Collectively, You and *Yellowstone Classic Auto Rental, LLC* shall be sometimes referred to as the "Parties". You and any additional driver agree to everything on BOTH sides of this agreement.

1. Condition and Return of Vehicle.

a. You acknowledge that Vehicle and other equipment belongs to *Yellowstone Classic Auto Rental, LLC* and are in good condition, unless You notify *Yellowstone Classic Auto Rental, LLC* to the contrary at the time of the receipt of the vehicle by You.

b. You must return the Vehicle to our office or other location we specified on the date and time specified in the Agreement and in the same condition that you received it, except for ordinary wear and tear. Time charges by the hour, mileage charges and a refueling charge will be assessed in accordance with the provisions this Agreement. *Yellowstone Classic Auto Rental, LLC* or an agreed third party must check in the Vehicle and determine its condition. If *Yellowstone Classic Auto Rental, LLC* has agreed that You may return the Vehicle when the rental office is not open, You will remain responsible for the Vehicle and its condition until it is inspected by *Yellowstone Classic Auto Rental, LLC*. If the Vehicle is returned to a location other than *Yellowstone Classic Auto Rental, LLC* renting office, You shall pay a drop-off charge to recover the costs of delivery of the Vehicle back to the renting office, and any additional recovery charges incurred. *Yellowstone Classic Auto Rental, LLC* may repossess the Vehicle (without telling You and at Your cost) if it is illegally parked, used in violation of law or of this Rental Agreement, appears to be abandoned, or is not returned on the due back date.

c. You agree by Your signature on this Agreement, that You have read, are aware of and accept full responsibility for and are bound by the terms and conditions contained in this Agreement. You expressly acknowledge that You and *Yellowstone Classic Auto Rental, LLC* are the only parties to this Agreement, notwithstanding that a

reservation for Vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from this Agreement, You authorize *Yellowstone Classic Auto Rental, LLC* to verify and/or obtain through credit agencies or other sources Your personal, credit and/or insurance information.

This Agreement is the entire Agreement between You and *Yellowstone Classic Auto Rental, LLC* and cannot be altered by another document or oral agreement unless agreed to in writing and signed by You and *Yellowstone Classic Auto Rental, LLC*.

2. Definitions:

For the purposes of this Agreement, the following terms are specifically defined:

"AGREEMENT" means this Rental Agreement and all the terms and conditions found on both sides of this form.

"AUTHORIZED DRIVER" means the customer and any ADD(s) approved by *Yellowstone Classic Auto Rental, LLC* on this Agreement, provided that the customer and each ADD(s) are at least 25 years old and not more than 70 years old and possess a valid driver's license.

"ADDITIONAL AUTHORIZED DRIVER(S) or AAD(s)" means any individual in addition to You who is permitted by *Yellowstone Classic Auto Rental, LLC* to operate the Vehicle. This includes individuals, who meet the minimum rental age, hold a valid license are identified on the reverse side of this agreement as an Additional Driver;

"RENTAL PERIOD" means the period between the time You take possession of Vehicle until Vehicle is returned and checked in by *Yellowstone Classic Auto Rental, LLC*;

"VEHICLE" means the "ORIGINAL VEHICLE" or any replacement vehicle(s) and all its tires, tools, accessories, picnic equipment, maps, keys and documents.

3. Payment Terms.

You agree to pay *Yellowstone Classic Auto Rental, LLC* on demand for all charges dues under this Agreement including but not limited to:

a. any deposits agreed to by the Parties;

b. the time and mileage rental the parties have agreed to, including applicable taxes;

- c. charges for ADD(s), if applicable;
- d. charges for optional products or services purchased;
- e. fuel, if you return the Vehicle with less fuel than when rented;
- f. when the Vehicle is damaged, the cost of repairs if **Yellowstone Classic Auto Rental, LLC** elects to repair the Vehicle, or the difference between the value of the Vehicle at the time of the rental and the actual cash value of the Vehicle after it is damaged, if **Yellowstone Classic Auto Rental, LLC** elects not to repair it;
- g. a loss-of-income charge, when **Yellowstone Classic Auto Rental, LLC** demands it;
- h. all traffic, parking and toll violations, fines, penalties, forfeitures, court costs, towing charges and other expenses assessed against **Yellowstone Classic Auto Rental, LLC**, unless these expenses are the fault of **Yellowstone Classic Auto Rental, LLC**;
- i. expenses **Yellowstone Classic Auto Rental, LLC** incurs in locating and recovering the Vehicle if You do not return it to **Yellowstone Classic Auto Rental, LLC**; and
- j. all costs **Yellowstone Classic Auto Rental, LLC** will incur in collecting payment from You or otherwise enforcing its rights under this Agreement, including, but not limited to, attorneys' fees and administrative fees.

A late charge of one and a half (1.5%) per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

When a credit card or debit card has been presented as a means of deposit or security, you authorize **Yellowstone Classic Auto Rental, LLC** to submit for payment on such card(s) all amount owed under this agreement including if a third party to whom a billing was directed refuses to make payment. **Yellowstone Classic Auto Rental, LLC** may use your deposit, if any, to pay any amounts owed to it under this Agreement.

4. Prohibited Uses.

- a. The following acts are prohibited uses of the Vehicle and breaches of this Agreement. The Vehicle shall not be operated:
 - (1) by any person who is not an Authorized Driver;
 - (2) by anyone who is not a qualified licensed driver at least 25 years of age and not more than 70 years of age;
 - (3) by anyone that has given **Yellowstone Classic Auto Rental, LLC** any false or misleading information;

- (4) by an Authorized Driver while legally intoxicated or under the influence of any illegal drug or chemical;
- (5) by anyone who is not sufficiently alert or capable of properly or safely driving the Vehicle;
- (6) to transport persons for compensation or as a school bus or for driver training; .
- (7) in any race, speed test training, contest or for any illegal purpose or to teach anyone to drive;.
- (8) In any abusive, reckless or unlawful manner;
- (9) to carry passengers in excess of the number of seat belts provided by manufacturer;
- (10) to propel, push or tow any vehicle or trail;
- (11) if the speedometer or odometer of the Vehicle has been tampered with, disconnected or is inoperative,
- (12) by anyone who fails to pay rental charges,
- (13) beyond a radius of seventy five (75) miles from Yellowstone Parks Old Faithful Inn, or taken outside the states of Idaho, Montana or Wyoming, without prior written consent of **Yellowstone Classic Auto Rental, LLC**
- (14) on an unpaved road or off-road.
- (15) by anyone who leaves the keys in the Vehicle
- (16) to transport children without approved child safety seats as required by law.
- (17) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

b. You are also prohibited from removing any seatbelts from the Vehicle and committing willful, wanton or reckless acts with Vehicle, from sub-renting or sub-leasing the Vehicle or failing to summon the police to any accident involving personal injury or property damage.

c. In the event of any violation of the limits on use or any other provision of this Agreement, **Yellowstone Classic Auto Rental, LLC** will automatically, without any further notice to You terminate your right to use Vehicle and **Yellowstone Classic Auto Rental, LLC** retains other rights and remedies provided by law. **Yellowstone Classic Auto Rental, LLC** has the right to seize Vehicle without legal process or notice to You hereby waive all claims for damages connected with such actions, and shall pay all expenses incurred by **Yellowstone Classic Auto Rental, LLC** in returning Vehicle to the original rental office.

d. If You continue to operate Vehicle after the right to do so is terminated **Yellowstone Classic Auto Rental, LLC** has the right to notify the police that the Vehicle has been stolen. You and hereby release and discharge **Yellowstone Classic Auto Rental, LLC** from and against any such claims as a result of such notice, and agree to indemnify, defend and hold **Yellowstone Classic Auto Rental, LLC**, its officers, directors, agents and employees, harmless against any liability arising from such notice.

5. Accidents.

Damages to, loss or theft of Vehicle must be immediately reported in writing to the office where

Vehicle was rented, and in no event later than the following business day after the accident. You must immediately deliver to the office where Vehicle was returned every process, pleading or paper relating to any claims, suits or proceeds related to such accident. In the event of a claim, suit or legal proceeding, You shall cooperate fully with *Yellowstone Classic Auto Rental*, LLC and its agents, insurers and attorneys.

6. Damages to, Loss or Theft of, Vehicle and Related Costs.

You accept responsibility for damage to, theft of, Vehicle or any part or accessory regardless of fault or negligence of You or any other person or act of God. You shall pay *Yellowstone Classic Auto Rental*, LLC the amount necessary to repair Vehicle. You shall not have Vehicle repaired without permission from *Yellowstone Classic Auto Rental*, LLC. If Vehicle is stolen and not recovered or *Yellowstone Classic Auto Rental*, LLC determines Vehicle is salvage, You shall pay *Yellowstone Classic Auto Rental*, LLC the fair market value less any sale proceeds. For purposes of this Rental Agreement, fair market value shall be the retail value of Vehicle directly preceding the loss. *Yellowstone Classic Auto Rental*, LLC Damages for which You are also responsible include but are not limited to: loss of use, administrative fees, diminishment of value, towing, storage or impounding fees, and other costs incurred by *Yellowstone Classic Auto Rental*, LLC to recover Vehicle and to establish damages. If Vehicle is returned during non-business hours or to any place other than the *Yellowstone Classic Auto Rental*, LLC, rental office any damage to, loss or theft of, Vehicle occurring prior to a *Yellowstone Classic Auto Rental*, LLC employee checking in Vehicle shall be Your responsibility.

7. Insurance.

You are responsible for all damage or loss You cause to others or their property. You agree to provide auto, liability, collision and comprehensive insurance covering You, the Vehicle and *Yellowstone Classic Auto Rental*, LLC.

All Authorized Drivers represent and warrant they are currently insured, with at least minimum coverage and standard provisions as required by state law for automobile bodily injury and property damage liability (including personal injury protection, no fault, and uninsured motorists covered, where required) and collision and comprehensive as provided in Your insurance policy for temporary substitute vehicle or drive-other-car extension.

All Authorized Drivers also understand and agree that *Yellowstone Classic Auto Rental*, LLC is relying on Your insurance warranties and representations and thus is not providing automobile bodily injury, property damage liability (including personal injury protection, no fault, and uninsured motorist coverage, where required) and collision and comprehensive insurance on the rental vehicle to

You or any other person. The Parties hereby reject *Yellowstone Classic Auto Rental*, LLC providing uninsured motorists, supplemental no-fault and other optional coverage. Further, the Parties automatically reject all minimum requirements of any financial responsibility or other applicable law. Beyond such laws, if any, *Yellowstone Classic Auto Rental*, LLC does not provide insurance coverage to any Authorized Driver. You shall be liable for reasonable loss of use of and damage to the Vehicle regardless of anything else stated in the Agreement, which is caused by Your violations of any of the terms and provisions of this Agreement, including but not limited to the use restrictions stated in "Prohibited Uses".

8. Indemnification by You.

You shall defend, indemnify and hold *Yellowstone Classic Auto Rental*, LLC harmless from all claims, defenses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by *Yellowstone Classic Auto Rental*, LLC, in any manner from this rental transaction, or from the use of Vehicle by 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 *Yellowstone Classic Auto Rental*, LLC for all such losses.

9. Personal Property.

Yellowstone Classic Auto Rental, LLC is not responsible for any damage to, loss or theft of, any personal property of Yours whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence of *Yellowstone Classic Auto Rental*, LLC.

10. Third Party Proceeds.

If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by You under this Agreement, You hereby assign to *Yellowstone Classic Auto Rental*, LLC Your right to receive such payment. Only those amounts actually paid by a third party to *Yellowstone Classic Auto Rental*, LLC shall reduce the amount owed by You under this Agreement.

11. Powers of Attorney.

You hereby grant and appoint to *Yellowstone Classic Auto Rental*, LLC a Limited Power of Attorney for the following purposes

:

a. To present insurance claims of any type to Your insurance carrier and/or credit card company in the event

(i) Vehicle is damaged, lost or stolen during the Rental Period and if You fail to pay for damages; or

(ii) any liability claims against *Yellowstone Classic Auto Rental*, LLC arise in connection

with this rental transaction and You fail to defend, indemnify and hold ***Yellowstone Classic Auto Rental***, LLC harmless from such claims;

b. To endorse Your name to entitle ***Yellowstone Classic Auto Rental***, LLC to receive insurance, credit card and/or debit payments directly for any such claims, damages, liabilities or rental charges.

12. Severability. If any provision of this Rental Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

13. Limitation of Remedy/No Consequential Damages.

If ***Yellowstone Classic Auto Rental***, LLC breaches any of its obligations under this Rental Agreement and/or if Vehicle has any mechanical failure or other failure not caused by You and if ***Yellowstone Classic Auto Rental***, LLC is liable under applicable law for such breach or vehicle failure, ***Yellowstone Classic Auto Rental***, LLC's sole liability to You and Your sole remedy is limited to the substitution of another Vehicle by ***Yellowstone Classic Auto Rental***, LLC to You and to recovery by You of the pro rata daily rental rate for the portion of the rental term which You did not have use of Vehicle or substitute vehicle. You waive all claims for consequential, punitive, and incidental damages that might otherwise be available to You. Such damages are excluded specifically and are not available to You.

14. Release of Information to Third Parties.

You agree ***Yellowstone Classic Auto Rental***, LLC may and You expressly authorize ***Yellowstone Classic Auto Rental***, LLC to provide information in its possession about You including but not limited to such driver's name, address and driver's license information to: applicable authorities, where solicited; and/or applicable authorities or other third parties, in connection with its enforcement of its rights under this Agreement.

15. Choice of Law.

All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the law of the State of Idaho.