

RENTAL AGREEMENT TERMS AND CONDITIONS

The individual entering into the rental (the “**Renter**”) of a vehicle (the “**Vehicle**”) from a rental company (the “**Rental Company**”) hereby agrees by Renter’s digital or ink signature on the rental agreement (the “**Rental Agreement Summary**”) that Renter has read, is aware of, accepts full responsibility for, and is bound by the terms and conditions contained herein and in the Rental Agreement Summary (the Rental Agreement Summary and these Terms and Conditions are collectively the “**Vehicle Rental Agreement**” and herein referred to as the “**Agreement**”), for the term of the rental period (the “**Rental Period**”), as listed in the Rental Agreement Summary. Renter expressly acknowledges that Renter and the Rental Company, which owns the Vehicle, as defined in the Rental Agreement Summary (hereinafter referred to as the “**Owner**”), are the only parties to this Agreement, notwithstanding that a reservation for the Vehicle may have been arranged through Oscar Car Rental USA, Inc. (“**Oscar**”) or another third party, that a third party may pay for all or part of the rental bill, and/or that an Oscar or another 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.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

Rental Conditions

1. Renting a Vehicle

- 1.1 Renting a Vehicle as a Renter is only permitted for natural persons who are at least 22 years old and have legal capacity.
- 1.2 **Payment.** Renter is responsible for all payments due on the rental for the Rental Period. Renter shall pay Owner through Oscar, or other means of collecting payment, for all amounts as set forth in the Rental Agreement Summary and these Terms and Conditions for the applicable Rental Period.
 - 1.2.1 Fuel is not included in the rental fee.
 - 1.2.2 When purchasing extra miles, the Renter is not entitled to compensation for unused miles. This also applies to miles included in the rental fee, as agreed in the Rental Agreement Summary.
 - 1.2.3 According to applicable law, Owner can include fees after the initial charge or initial deposit or change the transaction amount after signing the Rental Agreement Summary.
 - 1.2.4 The cost of fuel, extra miles, repair of damages, parking tickets, traffic charges, tolls, and other amounts incurred by

the Renter shall be the sole responsibility of Renter and can be charged after the Rental Period has ended.

1.2.5 Accessories such as car seats, child pads, and seat cushions may be rented for a fee. Correct and proper fitting and usage of these items are not the responsibility of the Owner.

1.3 **Cancellation.** A short-term rental cancellation less than 48 hours before pickup, entitles Owner to charge the full amount of the rental fee. If cancellation is made more than 48 hours prior to pick-up, Owner may charge up to 25% of the full fee. Change of pickup location must be made more than 48 hours prior to pick-up.

1.4 **Charge of Deposit.** The deposit amount will vary depending on Vehicle location and the Renter protection package (“**Protection Package**”) selected by Renter. Owner will determine the deposit amounts, and such amount shall be listed in the Rental Agreement Summary. The deposit may be reserved at any time between reservation and pick-up of the Vehicle on the selected payment method. It can take up to 31 days from the moment the Owner releases the deposit to the deposit being released to the Renter’s bank account.

1.5 Cash payments are not permitted on any rental.

1.6 Renter relieves the Owner of any liability on items that Renter or others may have stored, left behind, or transported in the Vehicle. There is a limited personal effects coverage available during checkout. These terms and conditions of the personal effects coverage can be found on driveoscar.com/waivers.

1.7 Renter acknowledges that Owner has taken all reasonable precautions to avoid mechanical failure of the Vehicle. However, should an error or failure occur, Owner is not responsible nor liable for any consequences thereof.

1.8 When picking up the Vehicle, the Renter shall immediately inform the Owner of any damages or defects that are not apparent in the damage record.

1.9 **Additional Drivers.** The Renter has the option to include additional drivers, subject to meeting Owner’s eligibility criteria. Each driver, including any additional driver, must provide valid identification, meet the minimum age to drive under applicable law, and pass any identification and insurance verification process and driving history review.

- 1.10 **Delivery obligations.** At the end of the Rental Period, the Vehicle must be delivered at the appointed time and must be delivered at the same location as the pick-up and in the same condition as at pick-up. If seeking to extend the Rental Period, Renter must contact the Owner. If delivery time is missed, the Renter is liable for loss due to the time exceeded. The Vehicle is always the responsibility of the Renter, even if the Vehicle is delivered outside normal business hours. If the Vehicle is not returned and delivered by the agreed time and more than four (4) hours have passed after the agreed time, Owner may report the Vehicle to be stolen, and a fee may be charged in accordance with Appendix 1.
- 1.11 **Renter responsibility.** It shall be Renter's responsibility to compensate for the full cost of any damage to the Vehicle. This also applies if the Renter does not comply with applicable laws, including, but not limited to, traffic laws, in the jurisdiction where the Vehicle was rented, and if any oil, water, or other necessary liquids of the Vehicle are missing or at insufficient levels, and in the case of vandalism and any type of abuse of the Vehicle. The Renter must check the fluid levels on a daily basis.
- 1.12 If a Vehicle requires service during the rental period (for example, if an orange or yellow lights signifies that the Vehicle needs to be serviced or repaired) the Renter must immediately report the issue to the Owner and take the appropriate actions.
- 1.13 If the Vehicle is seized or confiscated by authorities, the Renter is responsible for paying the full rental fee outlined in the Vehicle Rental Agreement, along with any charges for each additional day until the Vehicle is returned to the specified location.
- 1.14 The Renter accepts a personal responsibility to pay for:
- a) The agreed rates, taxes, any personal automobile insurance premiums and deductibles, and other amounts required by law;
 - b) A fee for possible pickup and delivery of the Vehicle;
 - c) All tolls;
 - d) All court costs and fines related to traffic and parking offenses or other offenses committed during the term of the Vehicle Rental Agreement;
 - e) Attorneys' fees where the law permits, accrued collection fees, etc., that are imposed on the Renter;
 - f) Cost of any damage to the Vehicle; and
 - g) Any additional fees that may apply for charging these extra costs.

1.15 **Prohibited use of the Vehicle.** The Vehicle shall NOT, under any circumstances, be used for any of following purposes or under any of following conditions, and any such use is without Owner's permission:

- a) By anyone without first obtaining Owner's written consent.
- b) By anyone who is not the Renter, an additional Renter, or an additional driver.
- c) By anyone under the age of 21.
- d) By anyone who is not a qualified and licensed driver.
- e) By anyone whose driver's license in any state has been revoked or suspended within the previous three (3) years, even if he or she now possesses a valid driver's license.
- f) To carry persons or property for hire, including for use with, for, or through a transportation network company.
- g) To propel or tow any vehicle, trailer, or other object.
- h) In any race, test, or contest.
- i) For any illegal purpose or commission of a crime.
- j) To instruct an unlicensed person or person holding a temporary learner's permit in operation of the Vehicle.
- k) If the Vehicle is obtained from Owner by fraud or misrepresentation.
- l) To carry persons other than in passenger compartment of vehicle.
- m) Loading Vehicle beyond its rated capacity.
- n) While under the influence of alcohol or other intoxicants like drugs or narcotics or under any other physical or mental impairment that adversely affects driver's ability to operate the Vehicle.
- o) Intentionally causing damage to or loss of the Vehicle.
- p) On other than a paved road or graded private road or driveway.
- q) In an unsafe, reckless, grossly negligent, or wanton manner. Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision but may be an indication that a violation of this provision has occurred.

r) TNC use (Transportation network company)

PROHIBITED USE OF THE VEHICLE VIOLATES THESE TERMS AND CONDITIONS, VOIDS THE VEHICLE RENTAL AGREEMENT, VOIDS ANY AND ALL LIABILITY AND OTHER INSURANCE COVERAGE MADE AVAILABLE TO RENTER AND ANY ADDITIONAL DRIVER FOR THE RENTAL (WHERE PERMITTED BY LAW), MAKES THE VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY OWNER, AND MAKES RENTER RESPONSIBLE, DESPITE ANY PURCHASE OF A LOSS DAMAGE WAIVER, FOR ALL LOSS OF OR DAMAGE TO THE VEHICLE OR

OCCURRING IN CONNECTION WITH THE RENTAL OF THE VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO OWNER'S DAILY EXPENSES, INCLUDING LOSS OF USE.

- 1.16 **No responsibility for Oscar.** The Renter acknowledges that Oscar is not a party to the Vehicle Rental Agreement, does not owe any compensation to the Renter or to the Owner, and bears no responsibility of any kind, including, but not limited to, responsibility for luggage or persons transported in a Vehicle or for the Owner's delays or non-delivery.
- 1.17 Driving in violation of the law:
- a) Renter promises that the Renter and any other drivers of the Vehicle during the Rental Period will not drive the car in such a way that the driving is in violation of the law.
 - b) Renter agrees to be fully liable to the Owner for the value of the rented Vehicle plus interest if the Renter or other drivers during the Rental Period violate the law.
 - c) Renter hereby declares in good faith that the Renter or other drivers during the Rental Period have not previously been cited, ticketed, fined, or convicted for reckless driving or other offenses that have resulted in the revocation of a driver's license or imprisonment.

2. Insurance and Other Protection

- 2.1 Renter is liable for any damage to the Vehicle, other persons, or property due to any accident involving as well as theft of the Vehicle. Renter must be able to show financial security at the time of pickup in order to rent the Vehicle. Such financial security may be evidenced by either Renter's own personal auto insurance, which may be subject to verification requirements, or the purchase of a Protection Package, which may include auto liability insurance coverage and/or a loss damage waiver ("**LDW**"), from Oscar; and, in either case, Renter shall leave a credit card deposit prior to pickup in an amount to be determined by the Owner.
- 2.2 Any optional LDW purchased by Renter covers the Renter or any additional drivers, as specified in the Vehicle Rental Agreement or LDW terms and conditions, as applicable.
- 2.3 In the event of any damage to Vehicle, the Renter must immediately notify the Owner. The Renter's must provide as complete information as possible and as soon as possible about the extent of the damage. Renter may not agree on payment, compensation, or

performance of repairs with a third party, without consent from the Owner.

- 2.4 If Renter declines to purchase an LDW and chooses to use personal auto insurance as financial security, such automobile insurance shall be in force during the term of the Vehicle Rental Agreement, provide Renter, additional drivers, and any other person using or operating the Vehicle with the following primary coverage:

- a) Bodily injury and property damage liability coverage;
- b) Personal injury protection, no-fault, or similar coverage, where required;
- c) Uninsured / underinsured coverage, where required; and
- d) Comprehensive and collision damage coverage extending to the Vehicle.

Renter's own auto insurance shall provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs.

In certain states where the law requires the Owner to provide insurance, the Owner will provide excess insurance only, up to the minimum limits required by the financial responsibility laws.

The Renter's personal auto insurance will always be primary. Any insurance the Owner is required to provide applies to third-party claims of bodily injury and property damage only and is secondary to any other valid and collectable insurance, whether it is primary, secondary, excess, or contingent. Any Owner policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with any insurer if any claim is made. Owner's insurance applies only in the United States and Canada. Renter must obtain written permission and purchase special liability insurance to use or operate the Vehicle in Mexico.

3. Fees

- 3.1 Owner may charge additional fees as listed in Appendix 1 associated with the rental of the Vehicle, including, but not limited to, the following cases:

- a) The Vehicle is not returned in the same condition as at pick-up;
- b) The Vehicle is not delivered on time;
- c) The Renter incurred costs, such as traffic, parking, and toll fees;

- d) The Renter or any other individual in the Vehicle smoked in the Vehicle; and
- e) The Renter transported pets in the Vehicle.

4. Trackers

- 4.1 The Vehicle may be equipped with advanced trackers, which enable the Owner, or, in some circumstances, Oscar, if Oscar is authorized to do so by the Owner, to monitor the Vehicle's precise location. The Owner can, if necessary, prevent the starting of the Vehicle. The tracker's algorithm is capable of detecting potentially suspicious situations, such as unauthorized driving, unauthorized delivery behavior, speed violations, and exceeding predefined geographic boundaries. Owner and Oscar maintain close communication with local authorities and are willing to share this information if requested or deemed necessary.
- 4.2 Information obtained via trackers can be used by the Owner and Oscar and is sometimes provided to third parties, including insurance companies and law enforcement groups. For more information on the use of tracking information consult the Oscar Privacy Policy which can be accessed [here](#) for more details.
- 4.3 In the case of outstanding payments or non-compliance with these Terms and Conditions, the Owner reserves the right to activate a vehicle immobilizer.

5. Limitation of Liability and Indemnity

- 5.1 Renter acknowledges that the Vehicle and any optional accessories are, by ownership, beneficial interest, or lease, the property of Owner or its affiliate, even if owned, registered, or titled to a third party. Renter is not an agent of Owner and has no authority to bind Owner. Renter agrees Renter received Vehicle and any optional accessories in good physical and mechanical condition.
- 5.2 RENTER IS TAKING POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.3 Renter agrees not to alter or tamper with Vehicle or any optional accessories. If Renter or additional driver determines Vehicle or any

optional accessories is unsafe, Renter or additional driver shall stop operating Vehicle and any optional accessories and notify Owner immediately.

- 5.4 If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or any additional driver and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and any additional drivers and Renter's and any additional drivers' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the Rental Period in which Renter or any additional drivers did not have use of Vehicle or substitute Vehicle.
- 5.5 RENTER AND ANY ADDITIONAL DRIVERS WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR ANY ADDITIONAL DRIVERS. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR ANY ADDITIONAL DRIVERS.
- 5.6 Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner and Oscar from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.
- 5.7 Owner shall not be liable for any personal belongings, valuables, or other items left in the rented Vehicle, whether during the rental period or after the Vehicle has been returned to the drop-off location. Renter agrees and acknowledges that it is Renter's sole responsibility to remove all personal property from the Vehicle prior to returning it to the drop-off location. Any items left behind may be discarded or otherwise at the sole discretion of Owner without any compensation to Renter or his/her guests.
- 5.8 **Indemnification.** EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, RENTER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS OWNER AND OSCAR, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, AND ITS AND THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES ("OWNER INDEMNITEES") FROM ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, ATTORNEY'S FEES, COSTS, AND INTEREST, ASSERTED BY ANY PERSON OR ENTITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY, ARISING OUT OF, OR RESULTING FROM RENTER'S RENTAL AND USE OF THE

RENTAL OF THE VEHICLE. SUCH INDEMNITY SHALL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE ALLEGED OR ACTUAL NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, OR CONCURRENT), STRICT LIABILITY, OR OTHER FAULT OF ANY MEMBER OF THE OWNER INDEMNITEES.

6. Miscellaneous

- 6.1 **Assignment.** These Terms and Conditions and any obligations hereunder may not be assigned by the Renter without Owner's prior written consent. Owner is entitled to assign its rights and obligations under these Terms in whole or in part to a third party.
- 6.2 **No set-off.** The Renter is not entitled to set-off, unless the counterclaims have been legally established or are not disputed by Owner.
- 6.3 **No Waiver.** The failure of Owner to enforce any provision of these terms and conditions, in connection with Renter's breach or otherwise, shall not constitute a waiver of any of the Terms and Conditions, nor stop Owner from thereafter demanding full and complete compliance therewith.
- 6.4 **Entire Agreement.** These Terms and Conditions, the Rental Agreement Summary, and any documents incorporated by reference into these Terms and Conditions constitute the entire agreement and understanding of the Renter and Owner with respect to the terms of the rental and supersede any prior agreements or understanding between the parties with respect to this subject matter. Each party acknowledges that, in entering into these Terms and Conditions, it has not relied on any oral or written representations, warranties, or other guarantees, representations, statements, or undertakings made by or on behalf of any other party at any time prior to the date of entering into these Terms and Conditions other than those set out in these Terms and Conditions.
- 6.5 **Severability.** If any provision of these Terms and Conditions is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby.

7. Governing Law; Choice of Law

- 7.1 These Terms and Conditions and any disputes arising out of or in connection with the Car Rental Agreement shall be governed by and interpreted and enforced in accordance with the laws of the state where the car is rented from the Owner by Renter without giving effect to the choice of law provisions thereof.

8. Additional Wisconsin Notice

WHAT IF YOU FAIL TO PAY A PARKING TICKET?

We Will Charge Your Credit Card For Unpaid Parking Tickets You May Incur While The Vehicle Is In Your Possession.

NOTICE ABOUT CHARGES AGAINST YOUR CREDIT CARD FOR UNPAID PARKING TICKETS

IF YOU FAIL TO PAY any forfeitures, costs, or towing and storage charges for nonmoving traffic violations incurred while you are in possession of the rental or leased vehicle, the rental company may pay those sums and CHARGE TO YOUR CREDIT CARD the amount paid for the forfeitures, costs, or charges plus an administrative fee of not more than \$30.

NOTICE: The optional insurance liability protection described herein will in no case be less than that required by § 194.41, Wisconsin Statutes.

NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR

The State of Wisconsin requires us to provide the following information about your liability for damage to a rental car and the purchase of a damage waiver.

LIABILITY FOR DAMAGE TO THE RENTAL CAR

The Vehicle Rental Agreement makes you and any authorized driver liable for any damage to the rental car caused by an accident, or by intentional, reckless or wanton misconduct, or by theft that you may have intentionally caused. Total liability for any damage is limited to:

- 1) reasonable repair costs, less discounts available to us, or the fair market value of the car, whichever is less, and
- 2) actual and reasonable towing costs, and for storage costs during the period before you notify the rental company of the damage to the vehicle or for 14 days after the damage occurs, whichever period is shorter.

LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN

If a person who drives the rental car without your authorization causes damage to the car, you may be liable for the damage as though you or an authorized person was driving the car unless you do all of the following:

- 1) Refrain from leaving the ignition key in the car when you are not in the car.

- 2) Always keep the ignition key in your possession.
- 3) Immediately report to the local police if you learn the car has been stolen, or that an unauthorized person is driving the car.
- 4) Cooperate fully with the local police by providing any information you know that may be helpful.

INSURANCE OR CREDIT CARD COVERAGE

Your personal auto insurance policy or credit card may afford you certain insurance coverage when renting a Vehicle. Check the terms of insurance policy or credit card company about such coverage.

DAMAGE WAIVER COVERAGE

A loss damage waiver ("LDW") is not insurance. If you purchase an LDW for the price per day indicated in your Agreement, we will waive or limit Renter's responsibility for damage or loss of the Vehicle in the event of an accident, theft, or other covered incident. Even if you purchase an LDW, Renter and any authorized driver will remain liable for damage if they engaged in prohibited activity, as described herein.

NOTICE OF RIGHT TO INSPECT DAMAGE

If the Vehicle is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If you request, we must also give you a copy of any estimate we have obtained from a repair shop regarding any damage claim. Within 2 working days after receiving that estimate, you may request a second estimate from a competing repair shop and we must give you a copy of the second estimate.

COMPLAINTS

If you have any complaints about our attempt to hold you liable for damages or would like a copy of the state law that fully sets forth your rights and obligations, contact:

Bureau of Consumer Protection
P.O. Box 8911, Madison, WI 53708-8911
Call toll-free 1-800-422-7128

APPENDIX 1. LIST OF FEES

FEE	PRICES
Smoking in the car	\$200-500 once
Concession Recovery Fee	\$200-500 once
Removed Oscar Sticker	\$100-300 once
Late delivery	\$600 once
Fueling fee	\$30-60 once
Animals in the car	\$200-500 once
Car cleaning (small)	\$50-100 once
Car cleaning (large)	\$100-200 once
No report: Out of state	\$200 once
Let an unregistered driver drive	\$1000-2000 once
Repossession	\$250-500 once
Car wash	\$50-100 once