



## RENTAL AGREEMENT TERMS AND CONDITIONS

The renter and each authorized driver agree to all terms on this Agreement as well as all addendums of the Agreement. The renter agrees that he or she is jointly and severally liable with each additional authorized driver, and any other person or entity who may assume or have responsibility for payment of all charges and other sums due hereunder and for any losses or damages to Avon and/or 3rd parties resulting from the rental use or operation of the vehicle. The terms "you" and "yours" as used below always include the renter, renters' spouse and, if applicable, each additional authorized driver and any other responsible party or person.

1. **Vehicle:** The rented vehicle, including all accessories, tires, and equipment are the property of Avon. This Rental Agreement creates a bailment for hire only. This vehicle is in good operating condition. There is no warranty of any kind express or implied, as to merchantability or fitness for any particular purpose of any vehicle covered by the Agreement.
2. **Responsibility for Loss or Damage to Vehicle:** Unless Loss Damage Waiver (LDW) protection has been accepted, and except as limited below, you are fully responsible for all losses or damage to the vehicle, regardless of cause or fault, up to the fair market value of the vehicle. You are responsible for all damage not noted on the Check-Out slip when the vehicle was rented. In addition, you will be responsible for loss of use of the rental vehicle, measured by the daily rental rate from the date of loss until the vehicle is ready to be returned to service or is replaced. You are also responsible for actual charges for towing, storage and impound fees and payment of an administrative charge as allowed under law, including, but not limited to the following:
  - A. Physical damage caused by vandalism unrelated to theft of the vehicle and for any resulting loss of use plus actual charges for towing and storage.
  - B. If loss results from theft of the vehicle, you are fully responsible for all losses and damage even if (1) you have possession of the vehicle's keys or it is established that the keys were not left in the vehicle, and (2) You file a stolen vehicle report with the police within 24 hours of the theft and reasonably cooperate with Avon and the police in providing information and (3) you did not commit the theft or aid or abet in its commission. If you give the vehicle's keys to anyone whether an additional authorized driver or not, or if you give anyone permission, express or implied, to use the vehicle and that person steals or aids and abets in a theft of the vehicle, you will be fully responsible for the resulting loss whether or not you were involved in or otherwise aided or abetted in the theft of the vehicle.
  - C. You are responsible for all losses or damage up to the Renter's share, which fluctuates with the different vehicles. LDW protection will apply only to losses or damages more than the Renter's share.
  - D. Renter understands and agrees that Avon shall have no liability whatsoever for any incidental or consequential damages that may be sustained by Renter for any reason including, but not limited to a breach by Avon under this contract or under any implied warranty or as a result of any negligent act by an employee or agent of Avon.
3. **LDW Exceptions:** LDW protection does not protect you under any of the following circumstances: The occurrence of any of the following will breach this Agreement, void LDW protection, and make you fully responsible for all losses and damages as set forth in paragraph 2 above, and or attorneys' fees and costs as set forth in paragraph 7 and 11 below if Avon is required to take any action to enforce your financial responsibilities.
  - A. The vehicle is used in violation of paragraph 4 of this Agreement regarding Prohibited Uses.
  - B. You provided false or misleading information in connection with the rental of the vehicle including insurance information.
  - C. You permit an unauthorized driver to use the vehicle.
  - D. The loss or damage results from intentional, willful, wanton, or reckless conduct.
  - E. The vehicle is stolen, and you do not have possession of the vehicle's keys or cannot establish that the keys were not left in the vehicle, or if you fail to file a stolen vehicle report with the police within 24 hours of learning of the theft and reasonably cooperate with Avon and the police in providing information. In either event, it will be presumed that your conduct in connection with the theft was reckless or intentional.
  - F. The vehicle is operated on an unpaved road or surface and the loss or damage is a direct result of the road, surface or driving conditions.
  - G. The vehicle is damaged as the result of striking, hitting, or colliding with a stationary, or overhead, or other object, such as a bridge, tunnel, pipes, ceiling or entry of a parking structure or tree limb, as the result of insufficient clearance which was reasonably apparent. In such an event it will be presumed that the loss resulted from reckless or wanton conduct.
  - H. If you purchase the LDW, you will still be liable for theft unless (1) you have possession of the vehicle's keys or it is established that the keys were not left in the vehicle, and (2) You file a stolen vehicle report with the police within 24 hours of the theft and reasonably cooperate with Avon and the police with providing information and (3) you did not commit the theft or aid or abet in its commission. If you give the vehicle's keys to anyone whether an additional authorized driver or not, or if you give anyone permission, express or implied, to use the vehicle and that person steals or aids and abets in a theft of the vehicle, you will be fully responsible for the resulting loss whether or not you were involved in or otherwise aided or abetted in the theft of the vehicle.
  - I. The Vehicle is loaded beyond its rated capacity.
  - J. Any load in or on the vehicle is improperly balanced or not safely secured.
  - K. You fail to report theft, vandalism or any accident to the rental location and the police within 24 hours of learning of the occurrence.
  - L. The vehicle is operated by a person who is not licensed to operate the type of vehicle rented.
  - M. You breach or violate any terms of the rental agreement and/or addendums.
  - N. You fail to maintain specified tire pressure, or you operate the vehicle if it is damaged or in need of repair.
  - O. Damage as described in item 18 below.
4. **Prohibited Uses:** This vehicle may not be used or operated by anyone:
  - A. To transport people or property for compensation.
  - B. Outside the United States and or outside the state of California without prior written consent from Avon.
  - C. Who is under the influence of alcohol or drugs.
  - D. For towing or pushing anything.
  - E. In a speed test or contest or you violate any traffic law ordinance, and such violation results in damage to the vehicle.
  - F. In any form of driver training activity.
  - G. In connection with any purpose that could be charged as a misdemeanor or felony
  - H. In a wanton or reckless manner.
  - I. Who has rented the vehicle by fraud or by means of false or misleading statements.
  - J. Who is not an authorized driver.
5. **Authorized Drivers:** No one except the renter, his or her spouse, and anyone listed as an additional authorized driver on the front side is authorized to operate the vehicle.
6. **OPTIONAL LOSS DAMAGE WAIVER (LDW):** If you decline LDW you will be, regardless of cause, responsible for all losses and damage to the vehicle as set forth in paragraph 2 on the reverse side. If you accept LDW, Avon will not hold you responsible for loss or damage to the vehicle except as provided in paragraph 3 on the reverse side. Your own insurance may cover all or part of the loss damage. Check with your automobile insurance company to verify what coverage you have. LDW is not insurance. No form of insurance or self-insurance is carried on the vehicle which provides liability or other coverage for you or anyone else operating or in the vehicle. In the event of an accident, you may be liable for personal injuries and other damages, and you also will be liable to Avon for defense and indemnity, as provided in paragraph 7 on the reverse side, regardless of fault. LDW does not protect you from such liability. Check with your automobile insurance company on whether your policy covers your liability for rental vehicles.
7. **Your Liability to Third Parties:** If you are involved in an accident, you may be sued for bodily injuries and other damages, unless the accident is caused by Avon's sole negligence. Avon has no responsibility to defend or indemnify you in connection with any third-party claim arising out of the use or operation of the vehicle. Avon does not carry any insurance which will protect you. You will be solely responsible for your defense and payment of any judgment entered against you. Your insurance may or may not cover your liability. LDW does not protect you from liability to third parties. LDW is not insurance and only protects you from liability to Avon for loss or damages to the rental vehicle itself subject to the exceptions and limitations hereunder. Your representation that you carry insurance sufficient to indemnify/defend Avon is relied upon by Avon in renting the vehicle to you. If you represent that you have insurance and it is subsequently found not to be the cause, this contract is voidable at Avon's discretion.
8. **Your Liability to Avon for Third Party Claims:**
  - A. You agree to defend, at your sole expense, indemnify and hold Avon harmless from all claims, demands, liability, expenses, losses and causes of action for bodily injuries, property damage, death, and consequential and other damages arising out of or related to the use or operation of the vehicle during the rental terms, regardless of whether you were at fault.
  - B. Your agreement under subparagraph A above is applicable except insofar as the claim results from Avon's sole negligence.
  - C. Your insurance may not cover you for your obligations to Avon under this paragraph.

- D. If Avon incurs any expense or attorneys' fees because of your rental of the vehicle recited under this contract, you will be responsible for payment of Avon's actual attorney's fees and expenses. Your responsibility extends to Avon's defense cost (attorney's fees and expenses) incurred in connection with a third-party claim, and any expenses and attorney's fees incurred to enforce your obligation hereunder, including your obligation to reimburse Avon for its costs and attorney's fees to defend the third-party claim.
9. **Vehicle Return and Repossession:**
- A. The vehicle must be returned by a specified due date or sooner upon demand in the same condition that it was rented. Reasonable wear and tear accepted.
- B. Avon may repossess your vehicle at your cost and without notice if it is not returned when due, is illegally parked, used in violation of the law of this Agreement, appears to be abandoned, or it was rented based on false misleading information.
- C. Vehicles returned after normal business hours will be inspected for damage the following business day. The vehicle will not be deemed returned and remains the renter's responsibility until the office opens. At that time the vehicle will be inspected, and the renter will be contacted if there is new damage. Renter is responsible for all damage not noted on the checkout slip when the vehicle was rented.
10. **Payment:** You are responsible for payment on demand on all charges due under the Agreement in accordance with the rates specified on the front side. All charges are subject to final audit. If any errors are found, you agree to pay the corrected charges on demand. If payment was by credit card, you authorize Avon to correct the charges with the card issuer. If a credit card is used for the rental, you authorize Avon to reserve credit with the card issuer at the time of the rental. Unless a credit card is used, all charges are payable in cash at the completion of the rental subject to interim payments for rentals exceeding 1 week.
11. **Charges to Credit Card:** If a credit card is used for the vehicle rental, you authorize Avon to process a credit card voucher in your name for all sums which are due for (a) all rental charges as provided by the Agreement; (b) loss or damage as provided in paragraph 2 of the Agreement; (c) for parking or traffic violation, fines or penalties which you received, and (d) for any other sums due to Avon under the Agreement.
12. **Interest Charges:** On any past due charges, you agree to pay interest at the highest rate permitted by law at the time payment is due.
13. **Attorney's Fees and Expenses:** If Avon incurs any attorney fees or other expenses to enforce this Agreement, or any of its terms, including attorneys' fees and expenses incurred in an action to declare its rights hereunder or to collect any rental charges or other sums due hereunder, including claims for loss or damage under paragraph 2 or 3 defend and indemnity under paragraph 7, you agree to pay the actual attorneys' fees and expenses so incurred by Avon.
14. **Vehicle Repairs:** You agree not to repair or replace any part of the vehicle without your prior written consent. Repairs will be at your expense unless otherwise agreed to by Avon.
15. **Refueling Service Charge:** If you return the vehicle with less fuel than when rented, you will be charged a refueling service charge based on the price per gallon which Avon pays, plus a 100% service charge multiplied by the number of gallons required to refill the fuel tank to the same level as when rented.
16. **Parking and Traffic Violations:** If you incur traffic and/or parking violations, you will be responsible to Avon for payment of a \$40.00 administrative fee. This fee is in addition to all fines, penalties, and interest levied by the issuing governmental agency.
17. **No Responsibility for Property:** Avon is not responsible for any damage to or loss of any property in the vehicle, regardless of the cause unless it results solely from Avon's negligence. This includes, but is not limited to, any property left in the vehicle.
18. **No Waiver or Change of Terms:** No term of this Agreement may be waived or changed except in a writing signed by an authorized representative of Avon. Avon's rental representatives have no authority to change, waive, or modify any provision of this contract.
19. **Customer is Responsible:** For all windshield damage and/or breakage, and for all tire damage, except when the cause is due to normal wear and tear. (These terms are not covered by LDW). No vehicle is to be taken out of state without prior written permission.
20. **Overdue Vehicles:** All vehicles are due back on the date set forth in the rental agreement unless other arrangements are made in writing and acknowledged by Avon and you. Rentals overdue more than 48 hours after the due date, and without prior written approval, will be deemed to have been embezzled. Any such vehicles deemed to be embezzled will be reported immediately to the police and / or the Sheriff's department. For any embezzled vehicles, Avon will prosecute to the fullest extent of the law.
21. This contract is to be interpreted under the laws of the State of California. Any provision found to be unenforceable shall not affect the remaining portions of this Agreement, and renter agrees to bring any action in Los Angeles Superior Court.
22. California Insurance License – Silverco Enterprises, Inc. License #0H75666. Consumer Hotline # 800-927-HELP
23. In the event of damages exceeding \$99.99 an administrative fee of up to \$150 will apply. This is in compliance with Ca. Civ. Code section 1936.