

Effective date: 11/19/2018

## Renter Rules and Responsibilities

You must drive safely and responsibly. Read these rules carefully! Failure to follow any of our Renter and Safety rules is a material breach of this Agreement, and results in immediate termination of your eligibility to operate the vehicle and voids any insurance or damage coverage you have purchased, or we may provide. You specifically acknowledge and agree to the following:

- You are driving someone else's vehicle, please treat it as you would treat your own vehicle.
- Only you, as the Verified Driver listed in the Agreement, may drive the vehicle. You are solely responsible for any damage, injury, violation of law or regulation, or anything else that happens to the vehicle during the rental period. You authorize us to charge the credit/debit card provided and agree to pay us \$250 if an unauthorized person drives the vehicle.
- Obey all traffic rules of every state where you drive the vehicle. You agree to the mileage limit set at the beginning of the rental period and if you exceed the mileage limit, you agree to pay, and authorize us to charge the credit/debit card provided and agree to pay a per mile charge of \$1.00 per mile that will be paid directly to the owner of the vehicle.
- You may not use a Transfr vehicle for any of the following:
  - Use or lend the vehicle for any commercial purposes, including but not limited to, driving for Uber, Lyft, transporting goods or people for hire or compensation;
  - Drive or otherwise transport the vehicle outside of the United States;
  - Commit a felony or engage in any criminal behavior, or drive a passenger who engages in criminal acts;
  - Transport explosives, chemicals or other hazardous materials.
  - Drive the vehicle in a reckless manner, including but not limited to, contests of speed or motor racing, including training or practice for the same, driving on unpaved roads
  - Use the vehicle to pull, push or tow anything;
  - Deliberately damage or vandalize the vehicle;
  - Overload the vehicle with people or stuff;
  - Use any tobacco or other product that could leave an order in the vehicle; or
  - Transport any pet or other animal;
  - Gross negligence or willful and wanton conduct by Verified Driver or passengers; or
  - Driving under the influence of alcohol, marijuana, prescription or other drug or substance that impairs your driving ability regardless of legality of the substance.
- We have the right to seize the vehicle or report it stolen if you fail to timely return the vehicle as required in the Agreement. You agree that you are responsible for any costs that arise in connection with your prohibited use of the vehicle and waive any and all claims against Transfr arising from your misuse of the vehicle.
- Remember, if you, or anyone you authorize to drive, engage in prohibited uses of the vehicle, or if you fail to meet the eligibility requirements, we or the insurer may void any insurance coverage or reduce coverage to any state mandated minimum liability limits, and you shall be held responsible for any resulting damages, claims and liabilities.
- You represent that you are, and will remain at all times, in a proper physical, mental and emotional condition to operate a motor vehicle.

You are responsible for returning the vehicle, in the same great condition it is received.

- Return the vehicle in the same good and clean condition as delivered to you. You agree to clean any spills, stains, odors or other messes, and remove all trash prior to return. You agree to pay and authorize us to charge the credit/debit card provided a cleaning fee of \$250 dollars if the vehicle is returned dirty or otherwise not in the same condition as delivered.
- If you smoke or vape in the vehicle, you agree to pay and authorize us to charge the credit/debit card provided an agreed cleaning charge of \$400 to cover the cost of cleaning and treatment to remove any odors.
- Return the vehicle with the same amount of gas in the tank as noted at pickup, generally this will be a full tank. You agree to pay and authorize us to charge the credit/debit card provided a \$15 service fee plus the current market cost of the gas to refill it.
- If you damage the vehicle in any manner, we will charge you and you agree to pay and authorize us to charge the credit/debit card provided to pay all damages including, but not limited to, the applicable damage fees set forth in the damage fee schedule below. In the event the damage amount exceeds the available balance or is otherwise declined by your credit/debit card issuer or bank, you agree to pay us by ACH, wire transfer or check within 5 business days, any unpaid balance for the damages.
- Don't steal or otherwise fail to return the vehicle. We will immediately report it to the police.
- If the vehicle is stolen you must: (1) immediately notify Transfr and promptly return the original ignition key; (2) file a police report within 24 hours after discovering the theft; (3) cooperate fully with Transfr, police, and other authorities in all matters connected with the investigation of the theft.

You promise to pick up and return the vehicle on time.

- You must arrive on time, and no event later than 2 hours of your scheduled pick-up time, or we will consider you a "no-show". We will no longer guarantee a vehicle for your reservation. If you are a "no-show", or you cancel your reservation less than 24 hours prior to your scheduled pick-up time, you agree to pay and authorize us to charge the credit/debit card provided a \$50 cancellation fee, regardless of the cost of your original rental. If you cancel your reservation more than 24 hours prior to your scheduled pick up time, you will not be charged a cancellation.
- You must return the vehicle on time to the correct Transfr location, or you will be charged a late fee, which you agree to pay and authorize us to charge to the credit/debit card provided. If you are more than one hour late, you will be charged 25% of your daily rental rate. If you are more than one day late, you will be charged 200% of your daily rate per day. If you do not contact us within 24 hours of your scheduled return time, the vehicle will be reported as stolen to the relevant authorities and you may be charged additional fees.
- You may extend your rental if the vehicle is available at the current applicable daily rental rate, provided you contact us at least 24 hours before the scheduled return time. If the owner of your vehicle is returning and scheduled to pick up their vehicle before any requested extension of the rental period, we will ask you to return to Transfr to exchange the vehicle for another vehicle, subject to availability.
- When you return the vehicle, we conduct a post-rental inspection to verify the vehicle condition is the same as when you picked-up. After processing the return, our shuttle is available for you to take to the nearest airport if you so choose. Please allow sufficient time to return the vehicle so you do not miss a flight. We suggest contacting the airport

for recommended arrival times for ticketing and checking current traffic conditions. Transfr is not responsible for any delays or missed flights.

You can purchase an optional collision damage waiver. We may require a collision damage waiver for some Renters.

- YOUR RENTAL DOES NOT INCLUDE ANY COLLISION, COMPREHENSIVE OR OTHER INSURANCE COVERAGE FOR YOU. Things happen, we get it. But you remain 100% responsible for any damage that occurs to any vehicle that you rent regardless of who is at fault, including without limitation, any natural disaster, earthquake, fire, flood, tsunami, riot, government action, or other natural or manmade disaster. In the event that a third party is responsible for damages, you understand and agree that you remain solely responsible to pursue the at-fault driver or the at-fault driver's insurance provider (the legal term for this is "subrogation"), and that Transfr has no responsibility to pursue or assist in pursuing any third party. Neither Transfr, or its insurers, do not cover expenses for your pain or suffering, your medical costs, or any other consequential or emotional damages you may suffer, and you knowingly waive any claims to such damages by entering this Agreement. If you cause property damage or injure someone as a Renter, you are solely responsible for all such damages or injuries.
- If at the time of rental you purchase a collision damage waiver for an additional fee, a portion of total damages will be covered depending on the level of coverage you choose to purchase.
- Transfr offers the following limited Collision Protection Packages:
  - The Transfr Basic package: Transfr will cover damages to the rented vehicle in any collision or comprehensive claims, and the Renter only will be responsible for paying the first \$2500 in damages or applicable deductible.
  - The Transfr Premium package: Transfr will cover damages to the rented vehicle in any collision or comprehensive claims, and the Renter will be responsible for paying the first \$750 in damages or applicable deductible.
- Please note that all Collision Protection packages also cover towing expenses related to a damage claim.
- If you intentionally conceal or misrepresent any material fact or circumstance relating to Collision Protection Package, any claims or the rental agreement, then any Collision Protection Package purchased is void and Transfr, or its insurance providers have no obligation to insure or indemnify you in any manner.
- If you do not elect to purchase one of our limited Collision Protection packages, you must provide us with proof of insurance for you valid during the rental period.

You understand that we will automatically charge you and you agree to pay and authorize us to charge the credit/debit card provide for any loss or damage that occurs during your rental and for administrative fees associated with these issues.

- We will place a \$300 security hold on your credit/debit card during the rental period (or \$500 for Verified Drivers under age 25). Depending on your card issuer it may take up to 2 weeks for this hold to be removed.
- Transfr will not accept, consider or administer third party insurance during claim management; we only work with our insurance provider. If you do not purchase our insurance, we will charge all repair costs to you, and it is your sole responsibility to pursue reimbursement or compensation from your insurance carrier.
- Should any damage to the vehicle occur during your rental, you agree to pay and authorize us to immediately charge the credit/debit card provided for the entire amount you are responsible for under the Collision Protection package purchased.

By entering into this Rental Agreement you specifically agree to Transfr's pre-set prices for the most common damages to vehicles. If the damage to the vehicle is categorized on the table below, we will charge you and you agree to pay, and authorize us to charge the credit/debit provided for this pre-set damage regardless of the actual cost of the repair. By using our service.

<b>Description of Damage</b>	<b>Pre-set Charge</b>
Scratch to Paint more than 3 inches long	\$300
Paint Damage (no body damage) to front bumper	\$300
Paint Damage (no body damage) to back bumper	\$300
Body damage to front bumper	\$750
Body damage to back bumper	\$750
Broken Driver or passenger Side Mirror	\$200
Body Damage of 6 inches or less	\$500
Broken Windshield	\$450
Cracked or Chipped Windshield Repairable	\$125
Interior Smoke Odor	\$400
Curb Rash To Wheel Alloy	\$175 per wheel
Curb Rash To Chrome Wheel	\$250 per wheel
One inch or less door ding with no paint damage	\$75
One inch or more door ding with no paint damage	\$150
One inch door ding with paint damage	\$175
Broken Side or passenger Door Window	\$200
Smart Key Replacement cost	\$450
Interior Detail for Stain Removal	\$250
Vinyl Repair for one inch	\$100
Tire Repair I.e. Plug/Patch	\$50
Tire Replacement	\$225
Front End Alignment	\$150

- You acknowledge and agree that you are ultimately responsible for damage to the vehicle, regardless of whether your insurance company pays. Transfr will only administer its own damage protection plans. Transfr cannot assist you with filing a claim with your insurance company, although you will have access to all the information necessary to do so.
- If the payment made under the Collision Protection Package selected exceeds the cost of repairs, Transfr will refund the unused balance within fifteen (15) days.
- You are also responsible for paying any parking tickets, traffic tickets or fines, tolls, impounding or towing fees, lost keys, Administrative Fee or other costs incurred related to your rental. We will charge you additional administrative fees if you do not pay these fees in a timely manner. You agree to pay and authorize us to automatically charge the credit/debit card provided to pay for these costs and fees, in addition to a \$50 PER occurrence administration fee.
- You also agree to pay and authorize us to charge your credit/debit card for any administrative fees associated with dealing with claims issues. Administrative fees include:

<b>Issue</b>	<b>Administrative Fee</b>
Damages/repairs between \$100.01-\$500	\$50
Damages/repairs between \$500.01-\$1,500	\$100
Damages/repairs over \$1500	\$150
Damage to products associated with Transfr Add-On	\$15
Parking Tickets and Traffic Violations	\$50 per occurrence
Tolls	\$25 per occurrence
Lost Keys/Key Fob	\$50 per day that the vehicle is unusable (unless you have purchased Roadside Assistance)

- If you fail to pay any charges, fees, or costs when due, we will charge you a late fee of 2% per month and for all costs and fees, including attorneys' fees, administrative fees and any other costs associated with collecting amounts owed to Transfr. You agree to pay and authorize us to charge the credit/debit card provided for these amounts.
- If we are unable to charge your credit/debit card for the amounts listed above, for any reason, Transfr may use other legal means to recover funds, including without limitation, retaining a debt collection agency, arbitration or other legal action.

Transfr will report all claims to the insurance carrier contact, within a timely manner, after being made aware of the claim. The insurance carrier claims contact holds authority over any claims process. Transfr does not have the authority to settle any claims without them going through the proper claims handling process.

## Transfr's Responsibilities to Renters

Renters and Verified Drivers operating a vehicle under this Agreement are protected against liability for causing property damage, bodily injury or death for third parties up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. If applicable law extends this protection to a non-permitted driver, the same limits shall apply. Except as required by law to be primary or excess, any protection provided by us shall be agreed to be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way. You understand and agree that unless required by applicable law, we do not provide supplemental, no fault, non-compulsory uninsured or underinsured motorist coverage, or any other optional or rejectable coverage and you and we specifically reject all such coverage to the fullest extent permitted by law. In the event any of these coverages are required or implied by law, you agree that the limits will be the minimum required under the applicable law. To the extent permitted by law, you are rejecting uninsured or underinsured motorist and all optional insurance coverages, including any policy of insurance or certificate of self-insurance in connection with this agreement, for yourself and all passengers in the vehicle. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages.

- We provide supplemental liability coverage of \$1,000,000 for bodily injury and property damage to third parties caused by you while you are driving a vehicle rented from Transfr. This means that if you have not violated these Terms and Conditions or any Rental rules and the vehicle you are driving causes personal or property damage while rented, Transfr will cover up to \$1,000,000 of liability, **but only after your coverage from your primary insurance provider has been exhausted.**

Transfr is there for you if things go wrong.

- The unexpected can happen when driving, so please tell us if they do!
- If you experience mechanical problems, you should immediately stop driving and contact us. Transfr will help you arrange roadside assistance and if the issue is caused by a pre-existing problem we'll cover the cost of roadside assistance.
- If you are in an accident, get to a safe location, call 911 if you need immediate assistance or medical attention and then call us.
- Do not abandon the vehicle at any point in your rental, even if you are in an accident or experience mechanical failure. You remain responsible for the vehicle.
- Don't forget to obtain the driver's license and insurance information of any other parties involved in an accident. This is required to file a claim if it's their fault. You must provide us with a copy of any police report issued involving an accident. You also may need this information to contact their insurance company for payment. We recommend you take photos of driver documents and any vehicle damage of all vehicles involved.
- We reserve the right to terminate your rental immediately if we determine in our opinion that you caused an accident.

## Available Vehicles

- As you know, we rely on Owners to park and make available their own personal vehicles to Renters. When you reserve with us, you select a desired class or type of vehicle. If

the exact vehicle or class of vehicle you request is not available. In that case, we may substitute a different vehicle that is of the same class or type or better, including the same number of allowable passengers as your original choice. In the event the substituted vehicle has a lower rate, we will refund you the difference.

- If for any reason, we are unable to provide you with a vehicle, we will refund your money and transport you to another rental vehicle facility within 5 miles from the location.