



Jerry Pate Leasing

644 Stuart Lane • Pelham • Alabama • 35124 • Phone: 205-945-9144 • Fax: 205-945-9144

VEHICLE RENTAL AGREEMENT

- Please return this contract to Jerry Pate Leasing, LLC with the required cash deposit or credit card number to ensure your reservation. (VISA, MC, or AMEX) Unless waived by Jerry Pate Leasing, LLC, a copy of the Certificate of Liability Insurance (described below) must also be returned with the executed contract.
NOTE: Vehicles will not be delivered unless a signed copy of this form is returned to Jerry Pate Leasing, LLC.
- A non-refundable deposit of \$50.00 is required to hold your reservation, and such deposit will be charged to your credit card.
- Vehicles will not be delivered unless customer or designated representative is available to sign for vehicles and complete the checksheet.
- Total cost of Rental due upon to delivery or pickup.

SELECTION:

<u>Vehicle Type:</u>	<u>Rental Prices*:</u>	<u>QTY</u>	<u># of Days</u>	<u>Delivery Date</u>	<u>Delivery Time</u>	<u>Return Date</u>	<u>Return Time</u>	<u>Total Cost</u>
A. 2 passenger	\$60.00/day \$290.00/week							
B. 4-Passenger	\$75.00/day \$325.00/week							
C. Utility Vehicle	\$75.00/day \$325.00/week							
D. 6 or 8 Passenger	\$140.00/day \$450.00/week							
E. DAMAGE WAIVER (\$500.00 cap)	15% of vehicle rental cost (less delivery fee if applicable)							
F. Delivery Charges								
G. Delivery Location								
H. Other Charges								
<u>TOTAL CHARGES:</u>								
<u>DEPOSIT CREDIT:</u>								
<u>BALANCE DUE:</u>								
Applicable sales tax will be added								

Jerry Pate Leasing, LLC does **not** provide any public liability insurance on any rental. Please sign below to indicate your understanding that you are responsible for your own liability insurance for each rental.

Lessee:

DATE: _____
[Print Name of Lessee]

X _____
[Signature of Lessee or Lessee's Authorized Representative]

Unless waived by Jerry Pate Leasing, LLC, a "CERTIFICATE OF LIABILITY INSURANCE" naming Jerry Pate Leasing, LLC as "additional insured/loss payee IS REQUIRED to be received by Jerry Pate Leasing, LLC prior to delivery of any rental equipment to Lessee. MINIMUM REQUIRED LIABILITY COVERAGE IS \$300,000.00. Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this rental agreement as or for the Customer. **The terms and conditions on Schedule A attached hereto are incorporated by reference as if fully rewritten herein.** The Lessee identified below agrees to the terms and conditions set forth above and to the terms and conditions set forth on Schedule A attached hereto. Lessor hereby agrees to deliver the vehicles identified above in accordance with this Agreement, including the terms and conditions set forth on Schedule A attached hereto.

This agreement shall be governed by the laws of the State of Florida.

Lessee:

[Print Name of Lessee]

X _____
[Signature of Lessee or Lessee's Authorized Representative]

Date: _____

[Lessee's Address]

[Delivery Address if different from Lessee's Address Above]

Lessor:

JERRY PATE LEASING, LLC

By: _____
[Its Authorized Representative]

Date: _____

Mail, fax or email your signed order and Certificate of Liability Insurance to:

Jerry Pate Leasing, LLC
644 Stuart Lane
Pelham, AL 35124
Phone: (205) 945-9144/Cell: (205) 229-5841/
Fax: (205) 945-0491
Email: leasing@jerrypate.com

Lessee's Contact Telephone Number: _____

SCHEDULE A: Vehicle Rental Terms & Conditions

1. **Payment:** Lessees who do not have open account status with Lessor must pay by credit card (MC, Visa, or AMEX) the full amount shown on this Rental Agreement at time of delivery. Customer will not be permitted to take possession of the vehicle(s) unless the payment requirements of the preceding sentence are satisfied.
2. **Performance/Reasonable Wear and Tear:** If a vehicle fails to operate for more than an insignificant portion of the rental term for reasons other than the fault to the Lessee (fault of the Lessee shall include, but not limited to misuse, abuse or improper operation of the vehicle by the Lessee or Lessee’s guests, invitees, agents, representatives, employees, or affiliates (hereinafter collectively “Lessee Representatives”), then the charge or a prorated portion of the charge for such vehicle will be refunded to Lessee, and such refund shall be in full satisfaction of any and all claims that Lessee may have under this Rental Agreement. Unless otherwise set forth on writing in the Rental Agreement, Lessee will pick up the vehicle(s) at Jerry Pate Leasing, LLC’s facility, and Lessee will return the vehicle(s) to Jerry Pate Leasing, LLC’s facility at the return date and time shown in the Rental Agreement. Lessee shall be responsible for any damage occurring to the vehicle, other than reasonable wear and tear, during the term of this Rental Agreement or while the vehicle is in possession of Lessee or Lessee’s Representatives. Reasonable wear and tear of the vehicle shall mean only the normal deterioration of the vehicle caused by ordinary and reasonable use. By way of example, and not by way of limitation, the following shall not be considered reasonable wear and tear (a) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the vehicle; (b) damage in the nature of dents, bending, tearing, staining and misalignment to or of the vehicle or any part thereof; or (c) any damage to the vehicle that is not considered ordinary and reasonable for the particular vehicle. Cost of repairs required as a result of damage, other than ordinary wear and tear, shall be paid by Lessee at Lessor’s then current “time and material” rates.
3. **Lost Keys:** Lessee is responsible for all keys. There will be a \$2.50 charge for each missing keys.
4. **Responsibility/Preexisting Damage/Waiver:** Lessee is responsible for any damage occurring to the vehicle during the term of this Rental Agreement or while the vehicle is in the possession of the Lessee or Lessee’s Representative, other than reasonable wear and tear. Lessee shall not be responsible for damage identified on the checksheet completed and signed at time of delivery of the vehicle. Lessee shall not be responsible for damage to the vehicle not exceeding \$500 (repair costs and parts at Lessor’s then current time and materials rates) if Lessee has elected to purchase the Damage Waiver.
5. All vehicles are to be returned clean of signs, cups, cans, trash, etc., or \$10.00 per vehicle will be charged to cover the cost of cleanup.
6. **Customer will not use or allow anyone to use the vehicle:** (a) for an illegal purpose or in an illegal manner; (b) without a valid driver’s license; c) who is not qualified to operate it; (d) who is under the age of 16.

Customer agrees, at Customer’s sole expense to comply with applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the vehicle.

7. Lessee agrees to give prompt written notice to the Lessor in the event of any loss of, or damage to, the vehicle. The total or partial destruction of the vehicle while the vehicle is in the possession of the Lessee or Lessee’s Representatives shall not relieve the Lessee of the Lessee’s obligation to pay the rent and other charges provided under this Rental Agreement, which shall continue in full force and effect.
8. In consideration for Lessor’s agreement to lease the vehicle to Lessee, Lessee hereby releases Lessor, its officers, directors, employees, agents and representatives (herein collectively “Lessor Representatives”) from any loss, damage, injury, claim, or expense whatsoever which may be incurred by Lessee or Lessee’s Representatives, with respect to the use and operation of the vehicle. Lessee also hereby agrees to indemnify and hold Lessor and Lessor’s Representatives harmless from any claims by any third party, including Lessee’s Representatives, arising out of the use and operation of the vehicle during the term of this Rental Agreement or while the vehicle is in the possession of Lessee or Lessee’s Representatives. Lessee, for itself and all Lessee’s Representatives assumes all risk of personal injury and property damage which may arise by virtue of the use of the vehicle during the term of this Rental Agreement or while the vehicle is in the possession of Lessee or Lessee’s Representatives. Lessee’s release as described herein and Lessee’s agreement to hold Lessor harmless extends to and includes any costs, expenses, damages, losses, injuries, claims and liabilities whatsoever incurred or suffered by the Lessee or Lessee’s Representatives and any claims that might be made by any third party arising out of any reason or cause, including claims, losses, injuries, expenses, or damages associated with Lessor’s maintenance, or failure to maintain, delivery, transportation, or removal of the vehicle. The indemnity and hold harmless described herein shall continue in full force and effect notwithstanding the full payment of all rents due hereunder or the termination of this Rental Agreement.
9. If the vehicle is damaged while in the possession of the Lessee under circumstances that the Lessee is financially responsible for such damage (such damage is damage other than ordinary wear and tear), then if the vehicle is repairable, the vehicle shall be repaired by the Lessor to place the vehicle in the same condition and working order as the vehicle was in when delivered to Lessee, and Lessee shall pay to Lessor the cost of such repair (at Lessor’s then current time and material rates). In the event that the damage to the vehicle for which the Lessee is responsible is not economically repairable, then Lessee shall pay to the Lessor an amount equal to the fair market value of the vehicle at the time the vehicle was delivered to the Lessee. Payments for repairs and replacement of the vehicle as described herein may be charged to the Lessee’s credit card, and Lessee hereby authorizes such charges (to Lessee’s credit card) by Lessor. The damage or destruction of the vehicle while in the possession of the Lessee shall not relieve the Lessee of Lessee’s obligation to pay rents as provided in this Rental Agreement.

X _____
Signature of Lessee

_____ Date

WARNING

Maximum total number of passengers per bench seat: **2**

Maximum combined gross weight of all passengers in the vehicle at any time: **800 lbs**

Jerry Pate Leasing

VILLAGER 4

WARNING

Maximum total number of passengers per bench seat: **2**

Maximum combined gross weight of all passengers in the vehicle at any time: **900 lbs**

Jerry Pate Leasing

VILLAGER 6 & 8

WARNING

Maximum total number of passengers per bench seat: **2**

Maximum combined gross weight of all passengers in the vehicle at any time: **1500 lbs**

Jerry Pate Leasing

CARRYALL