

The terms and conditions herein, together with the information on the Rental Agreement, constitute the entire agreement between you and MYE Jeep Rental, regarding your rental of a Jeep from MYE Jeep Rental. By signing these Terms and Conditions & Rental Agreement, you are agreeing to abide by and be bound by all of these provisions.

1. General Information-Warranties:

- a. MYE Jeep is the owner of the Jeep you are renting. By renting it, you are being permitted by MYE Jeep Rental to use the Jeep, but have no authority to act for or on behalf of MYE Jeep Rental. Under no circumstances are you permitted to have the Jeep serviced or repaired without MYE Jeep Rental's express permission.
- b. You are renting the Jeep as is, MYE Jeep Rental makes no warranties to you or anyone else of any kind or nature, whether express or implied, as to merchantability or fitness of the Jeep for any particular purpose. Under no circumstances will MYE Jeep Rental be responsible for any loss, damage or inconvenience which you may suffer as a result of any breakdown or malfunction of the Jeep.

2. Use of the Jeep:

- a. Rental of this Jeep is limited to fully insured and validly licensed U.S. drivers 25 years or older. Only you and anyone who has signed these Terms and Conditions and the Rental Agreement as an additional driver are permitted to drive the Jeep.
- b. You agree to drive the Jeep only on established roads or Jeep trails within the State of Arizona. You agree not to drive the Jeep on the following areas: Off-road "mudding, rock climbing in non-designated areas.. Gravel roads are acceptable. Any vehicle caught in these areas will be charged a minimum penalty of \$100.00.
- c. You agree to carry no more than the vehicle rated number of occupants in the Jeep. You also agree that all persons will ride in seats within the passenger compartment of the Jeep. Occupants must wear seat belts at all times.
- d. You agree not to place ice chests, coolers, or other large objects on the seats of the Jeep, which may cause damage to the seats. You may place them on the floor.
- e. You agree not to use the Jeep to tow, push, pull or otherwise move any other vehicle, trailer or object.
- f. You agree not to use the Jeep in any way that violates local, state, or federal law, including failure to report an accident. If you fail to abide by any of these provisions, you will be solely responsible for any injury or damage that occurs. This may include the full value of the Jeep and any loss of business which MYE Jeep Rental suffers because of any damage to the Jeep.
- g. You agree not to smoke in the Jeep, a **\$250.00** fine will be applied if evidence of smoking is apparent.
- h. You agree to pay a **\$50.00** additional fee for pets or animals in the Jeep.
- i. You agree to not remove the entire hard top of Jeep, if applicable. ONLY the T-tops may be removed during good weather conditions.

3. Vehicle Condition and Return:

- a. You agree that the Jeep which you have rented is in good condition when rented to you (except as noted on the attached diagram) and that you will return it in good condition without any damage or injury.
- b. If you do not return the Jeep on time, or if you violate any provision of this agreement MYE Jeep Rental will be permitted to locate and repossess the Jeep without any notice or hearing. If MYE Jeep Rental repossesses the Jeep, you will have to pay any costs incurred by MYE Jeep Rental in doing so.

4. Charges:

- a. Full day rental charge computed on a 24 (or less) hour day. A **\$50.00**/per hour fee will be charged for every hour you are late, with applicable state and local taxes and assessments. On full day rentals, you may pick up the Jeep at 8:00 a.m. if available. There is no refund/credit if the Jeep is returned early.
- b. If the Jeep or any tools, parts, equipment, accessories, or other items which accompanied it when rented to you are lost or damaged, you will be responsible and strictly liable for the full retail cost of repairing or replacing the lost or damaged items whether or not the loss or damage is your fault. In addition, you will have to pay MYE Jeep Rental for any loss of business due to the loss or damage to the Jeep or its contents.
- c. Any fines, costs, penalties or assessments of any type levied or charged against MYE Jeep Rental or which MYE Jeep Rental is obligated to pay and which arise out of your rental, use or possession of the Jeep.
- d. Any expenses, including costs and attorney fees, which MYE Jeep Rental incurs in collecting charges due under this agreement or in recovering the Jeep from you for any reason including abandonment or violation of any term of this agreement. ****You also agree that MYE Jeep Rental may charge your Credit Card for any such charges.**

5. Other Charges:

- a. Fuel and Washing: When you return the Jeep, it must have a full tank of unleaded regular gasoline or you will be charged for refueling. The charge for refueling will be at MYE Jeep Rental current rate **plus** a service fee of **\$40.00**. Any Jeep returned with excessive mud, dirt or road debris will be charged a **\$100.00** excessive washing fee.
- b. Towing: If the Jeep has to be towed for any reason other than mechanical breakdown, or if MYE Jeep Rental has to pay any costs associated with recovering the Jeep, you will pay those costs and will reimburse MYE Jeep Rental for any loss due to downtime of the Jeep.
- c. If the Jeep incurs any minor damages at any point while being operated by the renter, most cases can be settled immediately without involving insurance. Listed below are prices you may expect to pay for these minor damages:

*Fender Flare \$150.00

*Bumpers \$100.00

*Shock \$100.00

*Windshield \$250.00

*Tire \$350.00

6. Liability Insurance:

While MYE Jeep Rental maintains liability insurance covering the Jeep, which you are renting, your insurance coverage will be primary in the event of any claim. Only after your coverage is exhausted will our insurance make any payments. You agree to indemnify and hold MYE Jeep Rental, its owners, agents and employees harmless from and against any and all loss, liability or expense in excess of, or outside the scope or extent of, the coverage provided by MYE Jeep Rental Liability Insurance. In the event that your coverage is exhausted and our insurance coverage is required to pay, you will be responsible for any deductible. MYE Jeep Rental provides liability insurance coverage with limits of coverage at or above the minimum levels required by Arizona law. This coverage does not include "uninsured or underinsured motorists" coverage. You and MYE Jeep Rental hereby agree to reject any such "uninsured motorist" coverage. In the event any coverage beyond that already provided is required by MYE Jeep Rental Rental under Arizona law, you agree that the coverage will be the minimum allowed. A renter may be held responsible for all damages, including loss of use, should the vehicle be damaged in an accident, stolen or vandalized. This is the case regardless of fault. Regardless of who is at fault, the renter may be asked to pay for the damage up to and including the total cost of replacing the vehicle in case of a total wreck or loss.

7. Personal Property:

MYE Jeep Rental is not liable, under any circumstance, for any loss or damage to your personal property while it is located in the Jeep or at any other time, regardless of the cause of such loss or damage. In the event your property is lost or damaged, you agree not to make any claim against MYE Jeep Rental, its agents, employees or owners for the loss or damage.

8. Accidents/Lost or Stolen Jeep:

a. If there is an incident involving the Jeep, you must report it immediately to the police and to MYE Jeep Rental. You agree to cooperate with the police and MYE Jeep Rental in completing any accident or other reports and will provide the police and MYE Jeep Rental any information they request in connection with any accident. This includes witness names, addresses and telephone numbers, witness statements, copies of any citations and all other information. Whether or not the loss or theft is your fault, you are responsible for paying MYE Jeep Rental the full amount of any cost of such loss or theft including any downtime MYE Jeep Rental incurs.

b. Renter must notify MYE Jeep Rental of any traffic violations tickets. If a traffic violation is not reported and MYE Jeep Rental becomes aware after the rental has been returned, the renter's credit card will be charged the traffic violation fee, plus any additional court and service charge fees.

9. Other Terms:

a. If there is any dispute between you and MYE Jeep Rental regarding these Terms and Conditions or the Rental Agreement or which in any way relates to your rental of a Jeep from MYE Jeep Rental, any suit regarding such dispute must be brought in the courts of Arizona. You agree to submit to the jurisdiction of the courts of Arizona. Any such suit will be decided under the law of Arizona.

b. You may not assign this Agreement, if you attempt to do so, such attempt shall be null and void and of no force or effect.

c. The Agreement between you and MYE Jeep Rental consists of the Rental Agreement and these Terms and Conditions. These documents contain our entire agreement and there is no other understanding or agreement between you and MYE Jeep Rental, either oral or written. Any change in the Rental Agreement or in these Terms and Conditions, or any agreement supplementing or interpreting those documents must be written and signed by both you and MYE Jeep Rental to be effective.

d. In the event any part of this contract is illegal or unable to be enforced, the remainder shall remain in effect. If the rental agreement is broken, the vehicle is returned early or confiscated due to the renter not following the terms and conditions, the renter is still responsible for the entire cost of the rental vehicle.

e. The Jeep must be closed and locked when unattended. Windows must be closed for security and to prevent rain damage to the vehicle interior.

f. Traffic/ Parking/ Towing or other violations are to be paid by renter.

g. Replacement keys are \$400 per key.

h. Renter assumes the liability for all tire damage due to the negligence of the driver (nail in tire, punctured tire, accident causing tire damage, etc.). If the tire requires replacement, the renter is responsible for the cost of the replacement.

i. In the event that the vehicle becomes unavailable or requires a repair, MYE Jeep Rental reserves the right to upgrade, change or cancel the reservation, or book a vehicle elsewhere on the renter's behalf.

j. If roadside assistance is needed, the renter will be charged \$50.00 per hour for the road assistance and for all services rendered, including travel time for an issue(s) due to guest negligence. Available on paved roads only.

k. It is a state law to show proof of insurance coverage if you are stopped by the police. To avoid an inconvenience during your vacation we ask for proof of coverage ahead of time to keep on file. We also recommend that you keep a copy with you.

For your safety, please familiarize yourself with the vehicle before operating.

MYE Jeep Rental reserves the right to refuse rental of a vehicle if the renter demonstrates inability to handle road rules and conditions.

By accepting this Agreement & Terms and Conditions, I agree to abide by and be bound by each and every term contained in this Agreement. Each Person signing as a Customer or Additional Driver also agrees to be jointly and severally liable for all charges under this Agreement.

ADDITIONAL RENTAL POLICIES

This Rental Agreement consists of the terms and conditions listed below, the separate rental agreement signed by the renter and any return document with the final charges ("Agreement"). This return document and includes all its parts, tires, equipment, accessories, keys and Vehicle documents ("Vehicle"). This agreement is between the person signing this agreement ("you") or ("your") and MYE Jeep Rental. You are asked to keep this agreement in the Vehicle at all times as proof of your right to be in possession of the Vehicle. MYE Jeep Rental cannot be held responsible for any situations that result from your failure to produce this agreement for examination when requested by legal authority.

1. RENTAL CHARGES You agree to pay MYE Jeep Rental upon demand and without reduction or setoff, the rates and charges indicated, including any and all other amounts which become due under this Agreement. You have been informed that an amount equal or up to the estimated total charges due under this Agreement, will be reserved or set aside by the credit card issuer whose credit card You present in payment of your bills. You hereby consent to such reserve or set aside by the credit card Issuer. All charges are subject to audit. If, upon audit, an error is found, You shall pay the corrected charges, charges, including changing any charge card invoices signed by You, to reflect correct charges, with written or verbal notice of correction to You. You fail to comply with this agreement if the total payment of the amount of the loan is not satisfied. In the event that you do not make the corresponding payment within the term of ten (10) labor days, MYE Jeep Rental will apply a charge of 5% of the monthly compound balance due. In case of default, MYE Jeep Rental may claim the total amount due, plus additional charges. I authorize MYE Jeep Rental to disclose to any credit agency the information concerning my credit experience with MYE Jeep Rental. COMPUTATION OF CHARGES: (a) Time: Computed at the rate set forth on reverse side. (b) Refueling Service Charge: The Vehicle will be delivered with fuel. In the event it is returned with less fuel than when rented, You shall pay a refueling service charge as well as the amount of fuel needed to refill the tank of fuel as per MYE Jeep Rental's refueling service charge policy. (1) Drop-off charges, if applicable, if Vehicle is not returned to renting location, (2) for other services supplied by MYE Jeep Rental and for any loss, theft or damage to any accessories or equipment supplied by MYE Jeep Rental, and (3) MYE Jeep Rental's reasonable and verified cost and expenses for repairing Vehicle, if Vehicle was damaged while being used by you in violation of any of the terms and conditions of this Agreement, including loss rentals and other expenses resulting from (i) operation off a paved road, flooded or water filled area or road or any other such reckless or abusive vehicle handling (ii) operation with flat or under inflated tires, insufficient motor oil, coolant or other vehicle fluids, or collision with a low overpass or other overhead object; (iii) vehicle loading, unloading and overloading beyond manufacture's recommended maximum GVW or GCV.

2. AUTHORIZED DRIVER'S The Vehicle must be operated only by an "Authorized Driver" (You). Under this agreement, an Authorized Driver is the person whose signature appears on this agreement as primary renter "Primary Driver" and any additional person who appears at the time of the rental and signs this agreement. An Authorized driver must satisfy the age requirements of MYE Jeep Rental, have a valid driver's license and fulfill other rental qualifications and fees. By signing this Rental Agreement, You represent that You are capable and a validly licensed driver, 25 years of age or older. The primary renter is primarily liable for all charges related to this agreement. If the primary renter directs a Billing for charges to be transmitted to another person, firm or organization, and such party upon being so billed fails to make payment, primary renter shall promptly pay said charges.

3. SERVICE AND REPAIR When requested by MYE Jeep Rental for periodic inspections and maintenance, or whenever repairs are needed, You will, at Your expense, deliver the Vehicle to the service facilities designated by MYE Jeep Rental. The Vehicle will not be operated after a collision or mechanical failure if continued operation of the same would be unsafe or further damage the Vehicle. In such cases, You will notify MYE Jeep Rental immediately and follow MYE Jeep Rental directions regarding emergency repair service.

4. DEFAULT MYE Jeep Rental may without further notice, demand or hearing, all of which are hereby waived, take possession of, and remove a rented Vehicle wherever it may be found. Whenever You do not return the Vehicle at the date and time established or otherwise violate this Agreement, MYE Jeep Rental will be entitled to recover all costs associated with such repossession, including reasonable outside legal fees, together with all losses and damages directly or indirectly resulting from any violation of this Agreement by You. Additionally, MYE Jeep Rental may recover all costs and expenses reasonably incurred in

protecting its rights under this Agreement, including reasonable outside legal fees.

5. GENERAL This Agreement will be construed and interpreted according to the Laws of Arizona. This Agreement constitutes the entire agreement between MYE Jeep Rental and You and it shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, successors or assigns. This Agreement cannot be altered except in writing. MYE Jeep Rental remedies under this Agreement are not exclusive and its failure to strictly enforce any provisions of this Agreement will not be construed as a waiver of that provision or as excusing You from future performance. Any provision of this Agreement on which is deemed unenforceable, or is prohibited will not invalidate the remaining provisions hereof. You hereby agree to subject yourself to the exclusive jurisdiction of the courts of the State of Arizona, in any action or proceeding arising, or related in any way to this Agreement.

6. AGREEMENT You guarantee that the Vehicle will be operated as required by this Agreement. Except for the ordinary wear and tear You must return the Vehicle in the same condition that You received it, to MYE Jeep Rental location the return date and time noted, or earlier if requested by MYE Jeep Rental, and pay all fees and charges due under this Agreement, even if you did not specifically authorize the driver of the Vehicle to incur the charges. You agree to defend, indemnify and hold MYE Jeep Rental harmless from and against all loss, liability or damages whatsoever, caused by arising out of the maintenance, use or operation of the Vehicle during the rental. You require no title to the Vehicle and no one other than MYE Jeep Rental may transfer it. You will not repair the Vehicle without the consent of MYE Jeep Rental and you agree that you must have prior approval from MYE Jeep Rental to purchase any part or accessory in order to relieve reimbursement. Further, You agree to stop driving the Vehicle should the dashboard warning lights become illuminated during the rental and You agree to inform MYE Jeep Rental of the problem as soon as possible. You further agree not to tamper with the vehicle's odometer or speedometer. MYE Jeep Rental makes no express implied warranties of merchantability or fitness of the vehicle for any particular purpose. In no event shall MYE Jeep Rental be liable to you for any indirect, special or consequential damages related directly or indirectly to any breach by MYE Jeep Rental of this agreement.

7. RENTAL FEES

- a. Time charges are based on a 24-hour day starting at the time of the rental ("Day Rental"). The minimum charge is for a one-day rental. The hourly rate is charged for each full or partial hour in excess of the rental day until the hourly charges equal the daily rate. The hourly rate applies only when the vehicle is returned one hour or more after the start of a new a Rental Day.
- b. You will pay for all legal charges including parking and traffic fines, penalties, cost and expenses assessed against or paid by MYE Jeep Rental. Due to your handling fee of \$25.00 for each violation processed by MYE Jeep Rental. MYE Jeep Rental is authorized to realize to any court or governmental agency information relating to your use of the vehicle.
- c. MYE Jeep Rental reserves the right to assess damages, including, but not limited to, damages found on the Vehicle returned to MYE Jeep Rental. And /or other justifiable charges incurred for violations of this agreement.
- d. You will pay all costs and expenses of any kind incurred by MYE Jeep Rental to collect any amounts due under this agreement. This includes, but not limited to, costs and expenses to regain possession of the Vehicle and attorney's fees, plus actual costs and administrative expenses incurred that are higher than pre-paid voucher value.

8. DAMAGE OR LOSS It is your responsibility to verify that the vehicle is undamaged, prior to departure from MYE Jeep Rental premises. No claim of prior damage will be accepted unless such damage is indicated at the start of the rental and noted on this agreement. You are absolutely liable for any loss or damage to the vehicle even if someone else caused it or the cause is vandalism or any other cause whatsoever, subject to limitations imposed by the laws of Arizona. Your liability will not exceed the full value of the vehicle; actual towing and storage costs, loss of use and administrative charges as allowed by law, if applicable, will be charged to your credit card for any damage or loss caused to the vehicle. It is your responsibility to make a claim with your insurance company or credit card company for the appropriate reimbursement, if applicable.

9. PROHIBITED USES OF THE VEHICLE The vehicle may not be used: (1) To carry persons or property for hire; (2) To push or tow anything; in a race or similar contest; (3) for any illegal purpose or in the act of a crime, that could be charged as a felony; (4) While a driver is under the influence of alcohol or drugs or driving in a state of drowsiness; (5) Outside Arizona State without prior written consent from MYE Jeep Rental; (6) To cause damage to the vehicle by intentional, willful, reckless or wanton misconduct; (7) By anyone other than the authorized driver(s); (8) if obtained by fraud or misrepresentation. For purposes of this agreement, willful, reckless or wanton misconduct includes, but not limited to:

- a. To use the vehicle on other than regularly maintained roadways, private driveways or parking lots, without MYE Jeep Rentals written permission.
- b. If any goods or personal property are hauled on the roof of your truck lid of the vehicle with the use of equipment which either (i) is not compatible with the vehicle, or (ii) was not made by the vehicles manufacturer, (iii) was not provided to you by MYE Jeep Rental at the time of the rental.
- c. Vehicles are to be used only for transporting people, no hauling of cargo.
- d. If any game or wildlife is hauled on the roof or truck lid of the vehicle; or If the vehicle is used to transport animals without prior consent from MYE Jeep
- e. If any person stands, sits, jumps or walks on either the roof, hood, fenders, bumpers, or trunk lid of the vehicle; or the vehicle is improperly fueled.
- f. If the vehicle is improperly loaded or used to transport weight exceeding the vehicles maximum capacity, or used to carry

hazardous or explosive substances.

g. If the vehicle is used to transport passengers and occupants in excess of the number of seat belts in the vehicle or in the bed of the cargo area of the vehicle, or if you do not require all passengers or occupants to comply with seat belts and child restraint laws.

h. If the vehicle is used to transport firearms illegally.

i. If the integrity of the vehicle is changed or modified in any way including but not limited to the removal of seats or swapping out of tires, regardless of weather damage or loss of value to the vehicle or injury to anyone occurs as the result of such change.

******Any prohibited use of the vehicle violates the agreement and voids or deprives you of benefits, protection and optional coverage, if any, to which you would have otherwise been entitled under this agreement. Furthermore, negligence which results in the theft or destruction of the vehicle (failure to safeguard the keys or to lock it) will also result in the voiding of any optional coverage and leave you with the responsibility for the full value of the vehicle.

10. OTHER CONTRACTUAL PROVISIONS

a. Regardless of fault, MYE Jeep Rental is not responsible for loss or damage to any property left in or on the vehicle, in or on any other vehicle. Or any of MYE Jeep Rental premises. MYE Jeep Rental is not responsible for loss of time, expenses, or any other incurred by you due to mechanical breakdown, accident, or other causes, whether or not said loss or damage was caused or related to the negligence of MYE Jeep Rental, its agents or employees. You hereby assume all risk of such loss or damage.

b. You agree to return the vehicle on the due back date, or upon MYE Jeep Rental demand, if sooner.

c. If the vehicle is not returned due or within 24 hours after written or oral demand by MYE Jeep Rental, the authorized driver will be in unlawful possession of the vehicle, and MYE Jeep Rental may seek the warrant for the arrest of anyone in possession of the vehicle (including authorized driver) or seek any other legal remedy at MYE Jeep Rental option.

d. You may not sublet the vehicle, nor may You transfer or assign this agreement. You are not an agent of MYE Jeep Rental for any manner or purpose. No modification may be made to this agreement unless in writing and signed by both parties.

e. You will be provided with one (1) set of keys that are to be surrendered upon demand. You are responsible for the replacement cost of broken or lost keys — \$400.00

f. According to AZ state law, all children under 8 years old and/or under 4 ft 9 in. must sit in a child seat.

g. Please allow yourself at least 30 minutes, prior to departure time for vehicle inspection.

11. ADDITIONAL INFORMATION:

Free customer parking is available at the rental location at anytime during rental period.

The jack is in back area of the Jeep.

PLEASE, Don't set anything on the hood of the Jeep including yourselves. You don't want to pay for scratches —they are expensive. Watch out for scratchy bushes, and be careful when getting in and out of the Jeep. Don't stand on mud flaps or any place not intended for people.

Check fuel. You received the Jeep full of gas and must return it full. Otherwise we'll have to add a service charge of \$40.00 plus the cost of the fuel.

You are responsible for cleaning the Jeep if excessively dirty. Cleaning entails a thorough washing of wheels, tires, undercarriage, wheel wells, frame and exterior body.

Tires are your responsibility. Please avoid sharp rocks, etc.

Your Jeep has a modified suspension system, which provides more running clearance than a stock Wrangler. So please use exceptional caution on sloping road and sharp turns.

Please be cautious since you are responsible for safe usage of the Jeep. Any and all damage to either finish or components will be your responsibility.

Don't get stuck because you will have to arrange for your own towing. USE GOOD JUDGMENT in choosing the terrain in which you travel.

I agree to all the above Terms and Conditions and have carefully read all of the terms contained in this document.