

AMES AUTO RENTALS

Phone: (515) 635-1599

Website: www.amesautorentals.com

Email: support@amesautorentals.com

RENTER INFORMATION

Name of Renter: _____ Phone: _____

Local Home Address: _____

City: _____ State: _____ Zip: _____

Email(for receipts): _____

Additional Drivers(if any): _____

****Only those persons listed as "Renter" or "Driver" may operate the rental vehicle. ****

RENTAL FEES

One paid day grants a maximum of 24 hours of use. The Renter hereby agrees to pay for the use of the Vehicles as follows:

Economy Rate: \$30.00/day or \$120/week

Compact Rate: \$35.00/day or \$140/week

Hybrid Rate: \$40.00/day or \$160/week

Standard Rate: \$45.00/day or \$180/week

Small SUV/Van: \$50.00/day or \$200/week

Premium Rate: \$55.00/day or \$220/week

Minivan Rate: \$65.00/day or \$260/week

3 Row SUV Rate: \$75.00/day or \$300/week

15 Pax Van Rate: \$100.00/day or \$400/week

Make & Model of Vehicle Rented: _____

RENTAL PERIOD

Ames Auto Rentals agrees to rent Vehicle to Renter for the following period:

Start Date: ____/____/____ Days of Use: ____ Billing Days: ____

Deadline: ____/____/____ @ ____ AM PM

RENTAL RETURN

Renter agrees that this Agreement terminates upon the Deadline specified above. Renter will continue to accrue daily charges if vehicle is not returned by Deadline. To return Vehicle, Renter must CALL Ames Auto Rentals before Deadline and notify us of vehicle's location. Vehicle can be left at: Ames Airport, Renter's residence, Renter's workplace, or vehicle repair shop within Ames city limits at no additional cost (must be left at a location free of parking ordinances). Rental extensions must be approved by Ames Auto Rentals before Deadline. Extensions can only be made by Renter (not additional drivers). Failure to CALL Ames Auto Rentals to return vehicle by Deadline will incur a Late Fee of \$40.00 per day in addition to the regular daily rate.

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INSURANCE

Renters are required to have insurance. If you do not have a personal policy or are unsure of your coverage, you may purchase a Collision Damage Waiver (see below). By signing below, I acknowledge that I have a current collision damage policy in place for this rental.

Insurance Co.: _____ Policy No.: _____

POLICY HOLDER'S SIGNATURE: _____

COLLISION DAMAGE WAIVER

NOTICE: THIS CONTRACT OFFERS FOR AN ADDITIONAL CHARGE; A COLLISION DAMAGE WAIVER TO COVER ALL OR PART OF YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE.

BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THE COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED.

Ames Auto Rentals offers Collision Damage Waiver coverage at an additional cost of \$20.00 per day. When you purchase Collision Damage Waiver coverage, which is not insurance, you will not be held responsible for loss of or damage to a rental vehicle, provided the loss or damage was not the result of any prohibited use of the car under the Rental Agreement or as otherwise provided by applicable Iowa law. Prior to accepting Collision Damage Waiver, please review the notice above. Collision Damage Waiver is VOID if: the driver is not listed on this agreement, a police report is not procured, if Ames Auto Rentals is not notified at the time that the damage takes place, or if any other breach of agreement has occurred. All coverages afforded under this Agreement are applicable only after all other valid and collectible insurance, (whether primary, excess or contingent) has been paid and exhausted to the full limits of all such policies. Collision Damage Waiver is not available on Premium vehicles. A \$200 deposit is required if purchasing Collision Damage Waiver. If damage occurs, the \$200 deposit will be used as a deductible to be put towards repairing the vehicle.

Initial only one below:

_____ **ACCEPT** I have read the notice above and **I AGREE TO PURCHASE** Collision Damage Waiver coverage at a rate of \$20/day for the duration of the rental.

_____ **DECLINE** I have read the notice above and **I DO NOT WANT TO PURCHASE** Collision Damage Waiver coverage and have listed my own collision coverage above.

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DRIVERS

In no event shall the Vehicle be used, operated, or driven by any person other than a qualified licensed driver who is 21 years of age or older and has Ames Auto Rentals' advance permission to use the Vehicle and whose name(s) appears on page 1 hereof. One additional driver may be added free of charge, \$10 per driver after that. Violating this clause is a breach of agreement, and will result in a \$10,000 fine.

CONDITION AND RETURN OF VEHICLE

This Agreement is solely for the purpose of creating a bailment which allows Renter to use the Vehicle as permitted by the terms and conditions of this Agreement. Renter acknowledges that they receive the vehicle in good and safe mechanical, structural, and cosmetic condition (except as otherwise indicated below). OWNER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. If the Vehicle is returned to Ames Auto Rentals at any place other than listed herein, Renter agrees to pay all expenses incurred by Ames Auto Rentals to have the vehicle returned to the proper destination. Ames Auto Rentals or any of its agents or employees may peacefully repossess the Vehicle, without demand, wherever found, and terminate this Agreement if the Vehicle is illegally parked, is used in violation of the law or this Agreement, or was obtained as the result of any misstatement or fraud or is apparently abandoned. Renter hereby waives any right to any hearing or to receive any notice or legal process as a precondition to Ames Auto Rentals' recovery of the Vehicle. Ames Auto Rentals shall not in any way be liable to Renter for damages resulting from such repossession nor shall it be responsible for the loss or damage to any property of Renter contained therein.

DAMAGE TO VEHICLE

Renter shall immediately report any accident, theft, vandalism, or any other damage involving the Vehicle to Ames Auto Rentals and the police. Renter agrees to cooperate fully with Ames Auto Rentals and its insurer in investigating and defending any claim, suit, or proceeding in connection with any accident or event involving the vehicle.

PROHIBITED USE

The Renter agrees that Renter will not (a) operate the Vehicle in violation of any laws or for an illegal purpose and that if Renter does, Renter is responsible for all associated tickets, fines, and fees; (b) use the Vehicle to push or tow another vehicle; (c) use the Vehicle for any race or competition; (d) operate the vehicle in a negligent, abusive, or reckless manner; (e) operate the Vehicle outside the United States; (f) use the Vehicle for any illegal purpose; (g) operate the Vehicle in an off-road manner (e.g. on any road or other area that is not hard-surfaced and regularly maintained); (h) permit use by any person after drinking any alcohol or using any drugs; regardless of the degree of intoxication or impairment; (i) use the Vehicle to carry hazardous or explosive substances; (j) use the vehicle for the transportation of persons for compensation.

IN NO EVENT SHALL RENTER SUBRENT OR RELEASE THE VEHICLE TO ANOTHER PERSON OR CORPORATION. If the Vehicle is obtained from Ames Auto Rentals by fraud or misrepresentation or is obtained or used in furtherance of an illegal purpose, all use of the Vehicle is WITHOUT OWNER'S PERMISSION. The foregoing conditions are cumulative and each of them shall apply to every use, operation or driving of the Vehicle. The Vehicle shall not be left unattended unless all windows and all doors are closed and locked and the ignition key is removed from the Vehicle (unless valet parking).

RENTER'S PROPERTY

You release us, our agents and employees from all claims for loss of, damage to, your personal property or that of any other person, that we received, handled, or stored, or that was left or carried in or on the Vehicle or in any service or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility.

INDEMNITY

Regardless of insurance coverage, Renter shall fully indemnify Ames Auto Rentals for any loss, damage, and legal actions, including reasonable attorney fees that Ames Auto Rentals suffers due to Renter's use of the Vehicle during the term of this Agreement, including but not limited to, damage to the vehicle, damage to the property of others, injury to Renter, and injury to others. This provision survives the termination of this Agreement.

CHARGES

You will pay us on demand for all charges due under this Agreement that allowed by law, including, but not limited to: (a) time and usage for the period during which you keep the Vehicle; (b) charges for optional services or coverage, if applicable; (c) applicable sales use and other taxes; (d) damage to the Vehicle, which shall include the cost of repair of the retail value of the Vehicle based on valuation methods accepted by the auto insurance industry, loss of use, and diminution of the Vehicle's value caused by damage to it or repair to it, and Ames Auto Rentals' administrative fees incurred for the processing of the claim; (e) If the rental vehicle is not repaired, damages shall not exceed the fair market value of the vehicle, as determined in the customary market for that vehicle, less salvage or actual sale value, plus additional license and tax fees incurred because of the sale, plus administrative fees. Ames Auto Rentals shall not make a claim for loss of use if the rental vehicle is not repaired; (f) all fines, penalties, forfeitures, court costs, towing charges, parking tickets and surcharges and other expenses involving the Vehicle assessed against us or the Vehicle during your rental, unless these expenses are Ames Auto Rentals' fault; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre and post judgment attorney fees, if lower, on all amounts past due; a 2% late payment fee or the highest amount allowed by State law, on all amounts past due; (i) Two (2) percent per month interest, or the maximum amount allowed by the laws of the State of Iowa, plus any additional recovery expenses we incur; (j) Twenty-five dollars (\$25.00) or the maximum amount permitted by Iowa law, whichever is greater, if you pay us with a check backed by insufficient funds.

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OTHER FEES

*The Vehicle is to be returned clean on both the interior and exterior, e.g. no garbage, no mud, do not squeegee the vehicle, etc. If returned dirty, Renter will be charged a cleaning fee which varies, and will be determined by Ames Auto Rentals.

*All Vehicles rented by Ames Auto Rentals are smoke-free. Smoking is prohibited in all vehicles. In the event that a Vehicle is returned with evidence of smoking, a \$200.00 fee for smoke and/or ash odors will be assessed against Renter.

*No items or documents already in the vehicle are to be removed from the vehicle at any time. A replacement fee will be charged to Renter if anything is discovered missing. (e.g. registration, insurance cards, vehicle manuals, floor mats, snow brushes, etc.)

*Lost keys will incur a charge equal to the replacement cost plus \$50.

*A \$40 call out fee applies if a Roadside Service Provider is called and the Renter is at fault (e.g. locked keys in vehicle, dead battery, or running the car out of gas).

BREACH OF AGREEMENT

If you breach this agreement, you will be liable for damages to, or loss of, the Vehicle caused by your breach, unless otherwise provided by the laws of the State of Iowa. Breaching this agreement will result in a \$200 charge and/or the loss of any deposit or prepaid funds.

MODIFICATIONS

No term of this agreement can be waived or modified except by a writing signed by Renter and Ames Auto Rentals. If Renter wishes to extend the rental period, you must obtain permission from Owner prior to rental Deadline..

MISCELLANEOUS

No waiver by Ames Auto Rentals of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of your obligations under this agreement. Unless prohibited by law, you release us from any liability for consequential special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions shall be valid and enforceable. Where permitted by law, you authorize us to process a credit card voucher or the like in your name for all charges, including the full vehicle value not returned to us, all fines, towing expenses, court costs, penalties, forfeitures, or administrative fees that Ames Auto Rentals incurs for parking, traffic, and other violations incurred by you during the rental period and to apply payments towards the charges in whatever order Ames Auto Rentals deems necessary. Renter is liable for payment of all tolls and any fines for toll evasion. Renter will be charged a \$5 administrative fee for every toll, parking, or speeding violation received by Ames Auto Rentals. Renter's signature below is considered to be approval of the use of your credit card for the aforementioned purposes.

DEPOSITS

A \$200 deposit will be added if: (1) paying with a DEBIT CARD, 'CHECK CARD' 'PREPAID' or 'EFT', (2) purchasing COLLISION DAMAGE WAIVER, (3) if Renter's destination may exceed the mileage limit, (4) if Renter smells like smoke upon entering office. Deposit is NOT to be used as payment for rental extensions. A second deposit will not be charged if paying for Collision Damage Waiver and also using a DEBIT CARD.

REIMBURSEMENTS/REFUNDS

Renter must contact Ames Auto Rentals for approval before any purchases made by Renter are considered reimbursable. If maintenance is necessary, Renter must first contact Ames Auto Rentals to get permission to perform maintenance, otherwise no reimbursements will be given. Renter acknowledges the risks of traveling outside of Ames Auto Rentals' location with no CREDIT CARD. Obtaining a replacement vehicle from another rental company might not be possible in the event of a breakdown without a CREDIT CARD being present. Ames Auto Rentals is not responsible for Renters who choose to travel unprepared or without emergency funds. In the event of a breakdown, Ames Auto Rentals will reimburse Renter for comparable replacement vehicle based on receipts provided by Renter with prior permission given from Ames Auto Rentals.

FUEL

Fuel tank begins full. Renter agrees to refill fuel tank upon return of vehicle. Receipt must be left in vehicle showing the gas was filled at a station in Ames. Failure to fill tank to a FULL level will incur a charge of \$25.00 per quarter tank, not to exceed \$100.00 for fill-up.

Renter's Acceptance Initials: _____

MILEAGE LIMIT

All vehicles rented from Ames Auto Rentals come with an allowance of 500 miles per paid day or a maximum of 2,000 miles per week or longer. Exceeding the mileage limit will result in extra charges of \$0.25 per mile.

Destination(s): _____

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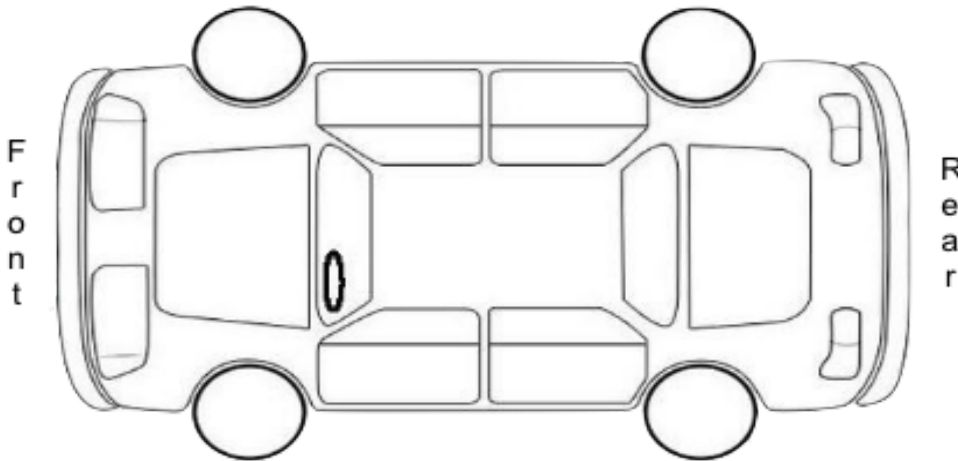
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CONDITION OF VEHICLE

The vehicle is free from dirt and debris and should be returned in a similar condition. Returning a car dirty will result in a cleaning fee which varies; each vehicle will be individually assessed at the end of the rental period.



Description of any other damage: _____

Snowbrush: _____

GPS: _____

Mileage out: _____

License Plate: _____

This Agreement constitutes the entire Agreement between Ames Auto Rentals and Renter. All prior representations and agreements between Renter and Ames Auto Rentals are merged into this Agreement.

Renter Name - Print

Renter Signature

_____/_____/_____
Date

PAYMENT DETAILS

TOTAL COST OF RENTAL (ALL CHARGES SUBJECT TO FINAL AUDIT):

Iowa Sales Tax: 7% Iowa Rental Tax: 5%

BALANCE DUE:

THANK YOU FOR CHOOSING AMES AUTO RENTALS!

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AMES AUTO RENTALS USE ONLY

D/L# _____ State: _____ Exp.: _____ DOB: _____

CC#: _____ Exp: _____ CV2 _____ CC ZIP _____

RENTAL EXTENSIONS

1. Charged \$ _____ on ____/____/____ New end date: ____/____/____

2. Charged \$ _____ on ____/____/____ New end date: ____/____/____

3. Charged \$ _____ on ____/____/____ New end date: ____/____/____

4. Charged \$ _____ on ____/____/____ New end date: ____/____/____

5. Charged \$ _____ on ____/____/____ New end date: ____/____/____

6. Charged \$ _____ on ____/____/____ New end date: ____/____/____

7. Charged \$ _____ on ____/____/____ New end date: ____/____/____

8. Charged \$ _____ on ____/____/____ New end date: ____/____/____

VEHICLE CHECK-IN AND FINAL AUDIT

Date and Time Vehicle Returned: ____/____/____ @ ____:____ AM PM

Mileage In: _____ Total Miles: _____ Reset trip odometers.

Oil change/tire rotation?

Gas Full?

GPS Unit present?

Registration/Insurance card present?

Snow brush present?

Check Tires. Check Spare.

Top off wiper fluid.

Check oil. Check coolant.

New exterior problems/damage?

New interior problems/damage?