

WAGONWORK COLLISION CENTER (WWCC) RENTS TO RENTER ("RENTER") SIGNING THE FACE OF THIS AGREEMENT. THE VEHICLE DESCRIBED, SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES OF THE RENTAL AGREEMENT AND RENTER AGREES:

1. Vehicle is the property of WWCC. RENTER will return the vehicle, together with all tires and equipment, in the same condition as received, ordinary wear and tear excepted, to the location where rented and on the RETURN DATE specified or sooner upon demand by WWCC. WWCC may peacefully repossess the vehicle without demand at any time if it is illegally parked or used in violation of the law or used in violation of this agreement or is apparently abandoned. RENTER shall be responsible for any recovery costs incurred while retrieving the vehicle.
2. RENTER acknowledges that coverage is NOT provided by WWCC for any liability, collision or comprehensive loss that may occur to WWCC vehicle while rented to or in possession of RENTER and that RENTER's own liability, collision and comprehensive insurance protection shall provide said coverage. If RENTER's insurance fails for any reason to afford coverage, RENTER shall be solely responsible.
3. To the extent not covered by the RENTER's policies or automobile insurance, RENTER shall indemnify and hold WWCC, its agents and employees harmless from all claims, demands, and losses arising from the operation of the vehicle.
4. RENTER AGREES NOT TO ALLOW ANYONE TO DRIVE THIS VEHICLE OTHER THAN THOSE PERMITTED BY THE TERMS OF THIS CONTRACT. TO DO SO WOULD BE A VIOLATION OF THIS CONTRACT AND ILLEGAL.
5. RENTER shall fully cooperate with WWCC, its agents or employees in the investigation, defense and/or prosecution of any claim or legal proceeding arising out of the operation or use of the vehicle.
6. RENTER will pay WWCC on demand all charges including but not limited to, time, mileage, service, applicable taxes, or other charges entered on the reverse side hereof. RENTER is responsible, and will reimburse WWCC upon demand, for loss or damage whatsoever (regardless of fault) to vehicle, its equipment and tools. If RENTER has directed the billing for charges to another person or company, and upon being billed they fail to make payment, RENTER will upon demand by WWCC promptly pay said charges.
7. The following restrictions are cumulative and each shall apply to every use, operation of the vehicle. Under no circumstances shall the vehicle be used, operated or driven by any person:
 - a. For the transportation of persons or property for hire; or who has given WWCC a false name, age, or address; or
 - b. In any race, speed test or contest or for any illegal purpose; or to push, propel or tow any vehicle or trailer, or
 - c. While under the influence of intoxicants or narcotics; or where the odometer of the vehicle has been disconnected or tampered with; or
 - d. by any person other than (1) the RENTER who signed this agreement. (2) persons(s) indicated as additions, or
 - e. Intentional, wanton or willful acts against or with the rental vehicle.
8. RENTER or driver of the vehicle shall in no event be deemed an agent or employee of WWCC in a manner or for any purpose.
9. WWCC shall not be liable for loss of, or damage to any property left in, stored or transported by the RENTER or any other person in or on any premises of WWCC, any service vehicle or any rental vehicle, either before or after the return thereof to WWCC, whether or not the loss or damage was caused by, or related to negligence of WWCC, its agents, or employees. RENTER assumes all risk for such loss of damage and waives all claims against WWCC by reason thereof, and RENTER agrees to hold WWCC harmless from, and to defend and to indemnify WWCC against all claims based upon or arising out of such loss of damage.
10. RENTER agrees to lock the ignition and doors to said vehicle, close all windows and remove the keys from the vehicle when unattended. All parking and traffic violations are the responsibility of the renter.
11. RENTER agrees to pay all costs, expenses, and attorney fees incurred by WWCC in collection sums due or in regaining possession of vehicle or in the enforcing or recovering any damages, losses or claims against the RENTER. In addition, RENTER agrees that he/she hereby waives trial by jury should WWCC deem it necessary to file suit against RENTER for recovering any damages, losses, or claims against RENTER for recovering any damages, losses, or claims against RENTER arising out of any contract written or oral with WWCC.
12. If the vehicle has been rented to a person who has given a false or fictitious name, address, age or business affiliation, or if RENTER fails or refuses to return vehicle to WWCC within 24 hours following demand upon RENTER by WWCC (which demand shall be deemed delivered to RENTER by deposit or certified letter in any U.S. mailbox addressed to either residence or business address of RENTER as shown on the reverse side hereof). RENTER shall be conclusively presumed to be in unlawful possession of said vehicle and under such circumstances, RENTER hereby releases and discharges WWCC from any and all claims, suits, or demands of every kind or nature whatsoever arising out of or relation to, any false arrest, false imprisonment, false detention, defamation of character, infliction of mental stress, assault, malicious persecution, trespass, or invasion of civil rights arising out of or relation to, the issuance of a warrant for the arrest of RENTER, or any person operating vehicle, or arising out of, or relation to any other action, including, but not limited to, self-help, which WWCC deems necessary in order to affect the return of vehicle, or collection of any money due WWCC pursuant to the terms of the Rental Agreement.
13. RENTER shall be responsible for and shall pay all fines, penalties and damages for any traffic violations, including responsible attorney's fees which are incurred while the vehicle is rented to the RENTER.
14. No rights of WWCC under this agreement may be waived unless in writing and signed by an authorized agent of WWCC.
15. WWCC's prior consent is required for any repairs to the vehicle.
16. This agreement shall be construed in accordance and shall be governed by the laws of the state wherein the vehicle was rented. Any provision hereof found to be invalid, unenforceable, or illegal shall be serviceable and shall not affect the validity of remaining portions hereof.
17. Any rental charges that are billed to a party other than the RENTER (i.e. insurance company) are afforded as a courtesy to the RENTER. However, all charges incurred while the vehicle was in possession of the RENTER are due and payable upon demand.
18. IN NO EVENT SHALL WWCC BE LIABLE FOR ANY LOSS OF PROFIT AND OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES EXCEPT WHERE PROHIBITED BY LAW.
19. THIS IS A NON-SMOKING, CHEMICAL FREE & PERFUME FREE VEHICLE. RENTER SHALL NOT DISPLAY ANY SCENTED AIR FRESHENERS WITHIN THIS VEHICLE.
20. RENTER IS RESPONSIBLE FOR ALL COSTS FOR THE CLEANING AND DE-IONIZING of this vehicle to remove stains, dirt, grease and any odors caused by cigarette smoke, strong perfumes or any other chemicals within the interior of this vehicle.
21. RENTER is also responsible for the loss of rental income by "WWCC" because it cannot be rented while this vehicle is being cleaned.

TEMPORARY SUBSTITUTE AUTOMOBILE RENTAL AGREEMENT

WAGONWORK COLLISION CENTER

3406 Jefferson Davis Highway • Alexandria, Virginia 22305
Phone: (703) 684-2985 Fax: (703) 549-2658

WAGONWORK COLLISION CENTER II

417 East Clifford Avenue • Alexandria, Virginia 22305
Phone: (703) 706-8151 Fax: (703) 706-5918

www.wagonworkcollision.com

Authorized Primary Driver Information

Customer Name: _____

Street Address _____

Village/Township _____ State _____ Zip _____

Phone # Home _____ Work _____

Soundex # _____ Birth Date ____ / ____ / ____

License State _____ License Expires ____ / ____ / ____

Insurance Co. _____ Insurance Agent _____

Phone _____ Ins. Policy # _____

Authorized Additional Driver Information

Customer Name: _____

Street Address _____

Village/Township _____ State _____ Zip _____

Phone # Home _____ Work _____

Soundex # _____ Birth Date ____ / ____ / ____

License State _____ License Expires ____ / ____ / ____

Insurance Co. _____ Insurance Agent _____

Phone _____ Ins. Policy # _____

VEHICLE DESCRIPTION _____

VIN # _____ LICENSE # _____

Starting Mileage _____

Starting Fuel Amount _____ Tank

Final Mileage _____

Final Fuel Amount _____ Tank

Total Miles Driven _____

Free Miles Allowed _____

Billable Miles _____ times \$.20 per mile

Date Rented ____ / ____ / 20__

Time Rented ____ / ____ AM PM

Date Returned ____ / ____ / 20__

Time Rented ____ / ____ AM PM

RATE INCLUDES 50 FREE DAILY MILES

_____ DAYS @ \$25.00 DAY	\$
WITH 4.5% VA TAX DAILY RATE IS	\$26.13
RENTER FUEL CHARGE	\$
RENTER MILEAGE CHARGE	\$
TOTAL CHARGE	\$
BILL TO RENTER	\$
BILL TO INS. COMPANY	\$

RENTER EXPRESSLY ACKNOWLEDGES AND AGREES THAT:

FEIN: _____

- Only the persons authorized above shall be permitted to operate this vehicle.
- **THIS IS A NON-SMOKING, NON-AIR FRESHENER AND PERFUME FREE VEHICLE.**
- Renter shall immediately report all accidents or mechanical problems to WWCC. Renter shall maintain all oil & fluid levels and is responsible for any damages if the vehicle is driven if the fluid levels run low. If the oil or coolant levels are low or if this vehicle becomes unsafe to drive, renter shall immediately cease driving it. WWCC will reimburse the reasonable and fair cost of a taxi ride to destination.
- **INSURANCE COMPANY BILLING BY WWCC IS MERELY A COURTESY FOR RENTER. ALL CHARGES ARE RENTER'S SOLE RESPONSIBILITY AND ARE PAYABLE UPON DEMAND BY RENTER TO WWCC.**
- This vehicle comes with 50 free daily miles times number of days rented. EXAMPLE: 10 days rental equals 500 free miles. Subtract 500 free miles from the total miles driven to calculate the total billable miles. Multiply that by \$.20 for amount due. LIABILITY, COLLISION, COMPREHENSIVE INSURANCE FOR TEMPORARY SUBSTITUTE AUTOMOBILE TO BE PROVIDED BY RENTER'S EXISTING INSURANCE COVERAGE. COVERAGE MAINTAINED BY WWCC ON THIS REPLACEMENT VEHICLE IS IN EXCESS ONLY OF THE RENTER'S INSURANCE POLICY COVERAGE.
 I represent and warrant that I have a valid policy of automobile liability, collision, and comprehensive insurance in force at this time and I will continue to maintain these coverage's during the term of this rental contract period.
 If my insurance company fails for any reason to afford coverage. I agree to be solely responsible for any and all amounts due.

RENTER'S SIGNATURE X _____ Date ____ / ____ / ____

Please read the back side of this contract

I have read, understand and agree to be bound by the terms and conditions on BOTH SIDES OF THIS CONTRACT. My signature below is considered to have been made on an applicable promissory note and I authorize WWCC to process this note as being **PAYMENT DUE UPON DEMAND** for all charges, including to secure the full amount of any rental car usage costs, any mechanical or structural damages to this rental vehicle while in my care as well as any parking fees, traffic violations and any other costs or related damages to this rental vehicle. I agree to pay WWCC for any damages or losses to this rental vehicle (regardless of fault) not covered by my collectible insurance. I have inspected this rental vehicle prior to accepting it into my custody and agree that all damages are accurately noted on the outgoing condition list which I have signed and of which I have received a copy. This agreement is terminated after 30 days or upon demand by WWCC, whichever occurs first. I understand that an expressed mechanic's lien is hereby acknowledged on my personal vehicle, which is in the shop being repaired by WWCC to secure any amounts due under the terms of this contract.



RENTER'S SIGNATURE X _____ Date ____ / ____ / ____

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