

Terms and Conditions

Customer's signature on the rental agreement states that the Renter confirms and accepts that he/she has read these Conditions and agrees with them. The conditions of the rental and Rentals Agreement are considered inseparable.

1. Rental Term

The term of this Car Rental Agreement will run from the Start Date and Time the driver takes into possession of the vehicle as indicated on page 1 of the Rental Agreement until the End Date and Time or when the renter returns the vehicle to the Owner's drop off location.

2. Rental Price

The renter is responsible for paying the Daily or Weekly rental rates including insurance and transaction fees. The renter authorizes that the payment method on file will be charged in an amount equal to all payments and fees under this Agreement as they are incurred. The renter must provide and process payments with a credit or debit card which is in the renter's name. If the renter decides to end the rental before the end of the rental end date and time, then the renter agrees to have the remaining balance of the daily rental credited for another rental and will not be refunded for early cancellation. You have 24 hours from the time that your balance went late to process your payment, or the rental will be ended immediately. Any late fees, expenses and fines are excluded from the rental's total price. All other charges due under this agreement shall be paid by the Renter upon returning the Vehicle, including but not limited to:

1. Any charges for additional services which are selected by the Renter.
2. Mileage overage of \$3.00 per mile for luxury and \$10.00 per mile for exotics plus taxes, if applicable.
3. Any damages to, repair of, or loss of the vehicle, including with a limitation, loss of use, reduction of the vehicle's value caused by the damage or repair, administrative and legal fees for claim processing.

4. Daily or Weekly Rental Price plus an additional \$25 late fee for each day there is a balance for the daily or weekly rental rate or late delivery administrative fee which begins 1 hour after the end of the Rental Period.
5. All fines, traffic and/or parking violations, fines, penalties, toll fees, lost keys towing and impound charges, and other associated third-party costs which are incurred during the Rental Period or until the vehicle is returned to Bloom Fleet Services, unless due to the fault of the Owner.
6. All expenses the Owner incurs that are related to the Driver failing to return the Vehicle, including without limitation, the costs to locate and recover the Vehicle.
7. Any amount due which is greater than 14 days past due there will be a 1.5% interest charged per month (or the maximum allowed by law).
8. Any costs incurred to collect any unpaid amounts which are due, including any third-party cost, debt collection agency, attorney fees.
9. Cleaning fee: If you return a vehicle that is in a condition that could have resulted from negligent, irresponsible or abusive behavior, you will be charged a fee violation fee of up to \$250. In some cases, and at our full discretion due to the circumstances you will not be able to rent again. There may be a multiple cleaning fee charged when there is a combination of cleaning issues such as cleaning, pets, hair issues, and smoking.
10. Fuel replacement fee: If you do not refuel the gas level to where the gas level was upon picking up the vehicle you will be charged the total cost to replace the gas and a \$10 convenience fee.
11. Improper return: You will be charged a \$100 improper return fee if you ignore and fail to respond to requests to return a vehicle, attempt to force a trip cancellation, abandon a vehicle, or for any reason we have determined.
12. Smoking Violation fee: Smoking inside the vehicle is strictly prohibited by you or any passengers. If the rental has a smoke odor that is found lingering in the vehicle that requires removal the renter will be charged a \$250 smoking odor fee for the economy vehicles. If the rental has a smoke

odor with evidence there will be a \$250 smoking odor with evidence fee charged for the removal of the smoke odor and cleaning of the physical evidence of smoking (i.e., cigarettes, ashes, etc.) Smoking odor fee and smoking odor with evidence fee will be the revoking of your total security deposit whether it for luxury and exotic vehicles.

13. There will be a \$50 admin chargeback fee for each chargeback a customer files on the merchant account. This fee must be paid via cash, or the rental will be ended immediately.

14. The total cost to replace or patch a tire ranging from \$30 for a patch if it can be patched or the total in store cost to replace the tire with a brand-new tire.

15. A \$50 Roadside Assistance fee for each time a renter needs Roadside Assistance.

16. Security Deposit

The renter must provide a security deposit in the amount of \$500-1000 for luxury or sport and \$2000-\$5000 for exotics to the Owner to be used in the event of loss, replacement or damage to the Rental Vehicle during the term of this agreement. The Owner may, in lieu of collection of a security deposit, place a hold on a credit or debit card in the same amount. In the event of damage to the Rental Vehicle, The Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost of repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost. IN THE EVENT THAT OWNER MUST REPOSSESS THIS VEHICLE THE SECURITY DEPOSIT AND FEES WILL BE FORFEITED BY THE RENTER. []

Please be advised that we do not return security deposits via cash. Renter must provide proper transaction details before deposit return.

ECONOMY RENTALS ARE NOT ALLOWED OUTSIDE OF THE STATE OF TEXAS AND LUXURY/EXOTIC RENTALS ARE NOT ALLOWED OUTSIDE OF HARRIS COUNTY. IF THIS OCCURS THE RENTER'S ENTIRE SECURITY DEPOSIT WILL BE KEPT ALONG WITH FEES FOR MILEAGE OVERAGES. []

PLEASE BE ADVISED THAT IF THE RENTER IS INVOLVED IN AN ACCIDENT WHERE HE/SHE IS DETERMINED TO BE AT FAULT THE ENTIRE SECURITY DEPOSIT WILL BE KEPT FOR INCONVENIENCE AND DOWNTIME PURPOSES! []

Deposits are returned to renter between 1-3 business days.

4. Authorized Drivers

Only the Driver who is listed on page one of the Rental Agreement is a party to this Agreement. No one else but the Driver listed in the Rental Agreement on page one is permitted to operate the vehicle. If anyone else other than the Driver listed is found to be operating the Vehicle the Rental will end immediately and may be subject to civil and criminal liability and the total security deposit will be kept where there no security deposit in the case of Economy cars we would request for total cost to cover the fees. The Driver must provide proof of a valid driver's license to rent and operate the Vehicle. If any other person operates the vehicle, including if the Vehicle is lost or stolen, the Driver will be fully liable for any activity of such and the results for the loss and damage to the Vehicle. During the Rental Period the Driver is responsible for all loss and damage caused to the vehicle, even if damages were to occur to the Vehicle if the Driver is not operating the Vehicle when the damage occurs.

5. Insurance

The Renter must provide the Owner with proof of insurance that would cover the total cost of damage to the Rental Vehicle at the time this Car Rental Agreement is signed. Renter must also provide proof of insurance which covers personal injury to the Renter, passengers in the Rented Vehicle, and other persons or property. If the Rental Vehicle is damaged or destroyed while it is in possession of the Renter, Renter agrees to pay any required insurance deductible and will also assign all rights to collect insurance proceeds to Owner. The Lessee/Renter's insurance carrier will be primarily responsible for any claim against Lessee/Renter and/or Lessor in connection with the use/operation of the vehicle pursuant to this agreement. You are hereby notified that by signing this contract your own liability, collision and comprehensive insurance, if any will provide primary insurance coverage up to its full policy limits. Renter shall be fully liable for

collision if the vehicle is opened or driven in violation of any of the provisions of this rental agreement.

Renter waived company insurance and will opt to use self-provided insurance. []

Renter's insurance policy number:

Renter's insurance company name:

6. Assignment of Insurance Benefits and Direct Payment Authorization

Renter hereby assigns and all insurance rights, benefits, proceeds and any causes of actions under any applicable insurance policy or policies to BLOOM FLEET SERVICES (hereinafter, "Company"), for services rendered or to be rendered or losses sustained by Company. In this regard, Renter waives his/her privacy rights. Renter makes this assignment in consideration of Company's agreement to perform services and supply the rental vehicle and otherwise perform its obligations under this contract. Renter also hereby directs his/her insurance carrier(s) to release any and all information requested by Company, its representatives, and/or its Attorney(s) for the direct purpose of obtaining actual benefits to be paid by Renter's insurance carrier(s) for services rendered or to be rendered or losses sustained to the rental vehicle. Renter hereby grants company an irrevocable power-of-attorney and express permission to endorse Renter's name on any and all checks received from an insurance company on Renter's behalf for services provided by Company or losses sustained by Company, Renter agrees that any provision of services, deductibles, betterment, depreciation, loss of use, diminished value or additional losses experienced or caused by the Renter which are not covered by valid and collectible insurance must be paid by the Renter. Renter also hereby authorizes and unequivocally instructs direct payment of any benefits or proceeds to the Company.

7. Vehicle Use Restrictions

The list below includes common examples; however, the list is not intended to be a complete list of all uses of the Vehicle which are prohibited. The right to add restrictions to the Vehicle that are reasonably necessary are reserved by the Owner to protect itself, its property, others, or others property. The Driver shall not:

1. Permits any person who is not listed under this agreement as an additional driver to operate the Vehicle.
2. Operates the Vehicle or permit it to be operated to violate any law, including without limitation driving under the influence of alcohol or drugs, or breach any traffic laws or regulations.
3. Operates the Vehicle or given permission to be operated to commit any law violations.
4. Operates the Vehicle or give permission to be operated for contest, test, track, race or a fee of \$20,000 will be charged.
5. Operates the Vehicle or given permission to be operated to transport more passengers or goods than the maximum allowed by vehicle manufacturers specs.
6. Operates the Vehicle or given permission to be operated to carry or transport any materials that are hazardous or substances that are explosive of any kind.
7. Operates the Vehicle or given permission to be operated or parked in any unsafe area where the Vehicle can be damaged.
8. Operates the Vehicle or given permission to be operated to push, pull or tow any other vehicles.
9. Transport any kind of animals in the Vehicle (except given permission by the Owner for certified or licensed animals for the assisting of persons with disabilities); and/or
10. Allows anyone to smoke and/or take or use any alcohol or illegal drugs in the vehicle.
11. The vehicle is not allowed outside of the Middle TX area unless authorized by owner of the vehicle.

8. Return of the Vehicle

The Driver of the Vehicle must return the vehicle at the end of the Rental Period to the agreed upon location, with the gas level at the same level the Vehicle was at

when the Vehicle was first picked up at the Start of the Rental Period, and in the same condition as the Driver received it, except for normal wear and tear. Renter and/or additional driver(s) are advised that their willful failure to return the vehicle as agreed may subject them to criminal charges for auto theft.

9. Repair or Loss

The Driver shall not attempt to service or make any repairs to the Vehicle and parts and accessories shall not be bought or replaced by the Driver, without the prior written consent of the Owner. If the driver replaces any part of the vehicle without the owner's consent, then the rental will be ended immediately. Driver shall alert the Owner of any damage to, loss of the Vehicle or parts of the Vehicle immediately. Driver shall be responsible for any damage or loss to the Vehicle and loss of use, diminution of the vehicle's value caused by damage or repair or replacement of any part of the Vehicle. In the event of any accident the Driver shall report the incident to the Owner within 24 hours. If the driver replaces any part on the vehicle without the consent of the owner, then the rental will be ended immediately. The company is not responsible for any lost or stolen articles in the vehicle during the term of this Agreement. Renter is fully liable for theft if the key is left in the vehicle. Any violation of the terms and conditions of the rental contract voids the loss damage waiver.

10. GPS and Telematics

The Vehicles may be equipped with GPS, telematics tech, or technology which will disable the Vehicle. Driver may not tamper with, disable, and remove any devices for any reason. Breaching this Agreement will result in the activation of the vehicle disabling device. The Driver shall be held responsible for any damages to or tampering with any devices in the Vehicle.

11. Termination

This Rental Agreement shall be terminated at the end of the Rental Period. The Owner has the right to end the Rental Agreement at any time or immediately in the occasion the Owner becomes aware of illegal activity being conducted in or with the vehicle.

12. Indemnification

Regardless of insurance coverage the Renter agrees to fully indemnify, defend, and hold harmless the Owner for any loss, damage, liability, personal injury or legal actions against the Owner as a result of Renter's operation or use of the Rented Vehicle by any cause during the term of this Car Rental Agreement. This includes any attorney fees and expenses of litigation necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle. IN NO CIRCUMSTANCES SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL LOSS OR DAMAGES ARISING FROM DRIVER'S USE OF THE VEHICLE, INCLUDING BUT NOT LIMITED DAMAGE TO THE VEHICLE, DAMAGE TO THE PROPERTY OF OTHERS, INJURY TO RENTER, INJURY TO OTHERS, LOST OF REVENUE OR PROFITS, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Representations and Warranties

Owner represents and warrants that to Owner's knowledge; the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle. Renter has been given an opportunity to examine the Rental Vehicle in advance to taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

14. Arbitration

If the parties cannot amicably resolve the dispute of the damage claim resulting from the agreement the parties both agree to resolve the disputed damage claim by arbitration.

15. Disputes and Governing Laws

The laws of the state in the United States without regarding the conflict of law principles governing this agreement no action arising out of transactions under this agreement may be brought by either party more than one year after the accident has occurred.

16. Entire Agreement

This Car Rental Agreement including all exhibits constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to

this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will made to the contact information on page one.

PLEASE BE ADVISED THAT THIS IS A NON-SMOKING VEHICLE. IF ANY SIGNS OF SMOKING, ASHES, SCENTS, ETC THEN THE RENTER WILL BE CHARGED THE ENTIRE SECURITY DEPOSIT AND REMOVAL FEE. THIS POLICY IS VERY STRICT AND WILL NOT BE NON-NEGOTIABLE.