

Car Rental Agreement

This Car Rental Agreement ("Agreement") is made and entered into as of [DATE], by and between: [REDACTED] ("Owner"), with an address at [REDACTED], and [REDACTED] ("Renter"), with an address at [REDACTED].

Owner and Renter may be individually referred to as a "Party" and collectively as the "Parties." This Agreement is governed by the following terms and conditions:

1. Rental Vehicle

Owner hereby agrees to rent the following vehicle ("Vehicle") to Renter:

- **Make:** [REDACTED]
- **Model:** [REDACTED]
- **Year:** [REDACTED]
- **Color:** [REDACTED]
- **Mileage:** [REDACTED]
- **VIN:** [REDACTED]

2. Rental Period

The Vehicle shall be rented for the period specified below:

- **Start Date:** [REDACTED]
- **End Date:** [REDACTED]

This Agreement shall automatically terminate on the End Date unless terminated earlier by either Party with at least **one (1) day's prior written notice**. Upon early termination, the Parties shall discuss and determine whether a partial refund of rental fees is warranted.

3. Mileage Limit

The Vehicle shall be subject to the following mileage restrictions:

- ☐ **Unlimited mileage**
- ☐ **Limited to:** [REDACTED] miles
- **Excess Mileage Fee:** \$ [REDACTED] per mile

4. Rental Fees and Payment

The Renter agrees to pay the Owner as follows:

- **Rental Fee:** \$ [REDACTED] per [] day / [] week
- **Fuel:**
 - ☐ Renter is responsible for fuel
 - ☐ Renter is not responsible for fuel
- **Deposit:** \$ [REDACTED]
 - This deposit may be applied toward damages, repairs, or replacement costs if the Vehicle is returned with damage or loss. If no such deductions are necessary, the deposit shall be applied toward rental fees or refunded to the Renter.

5. Existing Vehicle Damage

The Parties acknowledge the following pre-existing damage to the Vehicle:

- _____
- _____
- _____
- _____

6. Insurance

Renter represents and warrants that they maintain auto insurance covering:

- Personal injury (to Renter and others)
- Property damage (including damage to the Vehicle and other property)

7. Indemnification

Renter agrees to **indemnify and hold harmless** the Owner from any and all liabilities, damages, claims, losses, or legal actions (including reasonable attorney's fees) arising out of or related to the use of the Vehicle during the rental period, whether or not covered by insurance. This indemnity shall survive the termination of this Agreement.

8. Owner's Warranty

Owner warrants that, to the best of their knowledge, the Vehicle is in good operating condition and free from known defects that would affect its safe use under normal driving conditions.

9. Renter's Obligations and Restrictions

Renter agrees to the following conditions:

- Will **not** allow any person other than the Renter to operate the Vehicle
- Will **not** carry any passengers unless specifically permitted
- Will **not** use the Vehicle to tow, push, or transport illegal goods
- Will **not** participate in any races or competitions
- Will comply with all applicable laws and regulations
- Will operate the Vehicle in a safe and lawful manner
- Will be responsible for all tickets, fines, penalties, or fees incurred during the rental period

10. Arbitration

If a dispute arises that cannot be resolved amicably, the Parties agree to resolve the matter through binding arbitration in **[City, State]**, pursuant to the rules of the **American Arbitration Association**. One (1) arbitrator shall be mutually selected, or if not possible, appointed by the AAA. No punitive damages may be awarded. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction.

11. Governing Law and Limitations

This Agreement shall be governed by the laws of the **State of [State]**, without regard to its conflict of law provisions. No action arising under this Agreement may be brought more than one (1) year after the cause of action arises.

12. General Provisions

- This Agreement constitutes the **entire agreement** between the Parties with respect to the rental of the Vehicle and supersedes all prior discussions or agreements.
- No changes to this Agreement shall be effective unless made in writing and signed by both Parties.
- Any waiver of a provision must be in writing and shall not be construed as a waiver of future performance.
- If any provision is found invalid, the remaining provisions shall remain enforceable.
- Notices shall be delivered in writing to the addresses listed above, or to such updated address as either Party may provide in writing.
- Obligations that by their nature extend beyond the termination of this Agreement shall survive its expiration.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

RENTER:

Signature: _____

Name: _____

Title (if applicable): _____

Date: _____

OWNER:

Signature: _____

Name: _____

Title (if applicable): _____

Date: _____