

Terms And Conditions

Renter agrees to all terms on both sides of this agreement. For all the provisions herein, the term "RENTER" shall include any and all additional drivers. The "Company" shall mean I.M. Lux, LLC.

1. VEHICLE: The vehicle, which include tires, rims, tools, equipment, accessories, keys remote controls, televisions and vehicle documents (together, the "Vehicle") does not belong to the Renter but is delivered to the Renter for rental purposes only and in good operating condition with no apparent defects. Renter must notify the company immediately of any problems or defects in the Vehicle. Renter will not operate Vehicle if it is damaged or is in need of repair and Renter will be responsible for all damage to the Vehicle from such use. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, OR IMPLIED, AS TO THE MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES.

2. Authorized Drivers: In addition to the named Renter, the vehicle may be driven only (a) with the written permission of the company (b) by an additional driver who is named on the front of this agreement or who is the spouse of the named Renter, (c) who has signed this rental agreement (d) who is at least 25 years old; and (e) who holds a valid driver's license ALL OTHER DRIVERS ARE UNAUTHORIZED AND ARE STRICTLY PROHIBITED FROM THE OPERATING THE VEHICLE.

3. VEHICLE RETURN: On the due date listed on the front of this Agreement or sooner if requested by Company, Renter will return the Vehicle in the same operating condition, cosmetic condition and fuel level as rented. If it (a) is not returned on the date which it is due back (b) is illegally parked; (c) is used in violation of the law or of this agreement; (d) is or appears to be damaged or (e) if Renter gives false or misleading information at the time of rental, Company shall have right to repossess the Vehicle at any time, without notice to the Renter. All charges for repossession will be Renter's responsibility. NO refunds of deposit or rental fees shall occur.

4. Responsibility for loss or damages: Renter is liable for any and all damages to or loss of the vehicle based on repair costs or estimate repair cost, and diminished value of the rental vehicle as determined by Company, plus towing, impound fees, loss of use (regardless of fleet utilization) and administrative charges, regardless of who caused the damages or loss. Renter's liability hereunder shall only be limited as provided by applicable law. If Company elects not to repair Vehicle because the damages are severe, Renter will pay Company an amount equal to the Rental value of the vehicle before it was damaged plus administrative charges and the cost of any collection efforts, including attorney fee, less any amount Company receives for selling the Vehicle. Renter also agrees to pay for the reasonable cost to clean Vehicle if returned excessively dirty. Tire chains are prohibited and Renter is responsible for damages caused by tire chains regardless of whether LDW is elected.

5. Rental Charges: Credit Card; Renter shall pay on demand the rental rate, taxes, and other charges shown on the "charges" section on the front of this agreement. Renter will pay interest at the highest rate permitted by the law on any past due charges and will also pay any collection costs, including reasonable attorney's fees and all court costs. Renter authorizes the company to charge credit card the pre-calculated charges, and upon return of the vehicle for any fines, fuel charges, or other fees and expenses for which renter is responsible under this Agreement. An advance payment is required to hold a reservation. The advance payment is non-refundable. The advance payment is applied to the balance of the total owed such that the balance due at the time of rental is equal to the total charges less the advanced payment. No refunds for cancellation for any other reason.

6. Theft of vehicle; reporting to police: Renter is responsible for all loss due to theft of the Vehicle and all damage due to vandalism that occurs in connection with a theft if renter fails to exercise ordinary care while in possession of the Vehicle. Failing to safe-guard the keys to the Vehicle or allowing a person who is not an authorized driver to use the Vehicle is not an exercise of ordinary care, but a willful and reckless act and a breach of this agreement. Renter must report all accidents involving the Vehicle, theft of the Vehicle, or vandalism to the Company within 24

hours of occurrence, and to the police as soon as Renter discovers them. The renter has provided a start point (drop off location if not authorized differently with the owner) and a destination (where the renter is taking the van). If the van is at any point taken 100 miles off the authorized route, without getting authorization from the owner, the owner will attempt to contact the renter and if necessary (at the owner's discretion) will report the van to local authorities as stolen.

7. LIABILITY FOR DAMAGE OR INJURY TO OTHERS; INDEMNIFICATION: Renter is responsible for all damage and loss caused to third parties by the operation of the Vehicle. Renter agrees to provide primary automobile liability, comprehensive and collision insurance which covers Renter, the Company and the rented vehicles, with at least the minimum liability and property damage coverages required by the state in which the Vehicle is operated. To the fullest extent permitted by law, Renter agrees to indemnify and hold Company, its agents, employees and affiliates, harmless from any and all claims, losses, expenses and damages (including death resulting from such injury), caused by, resulting from, arising out of, or occurring in connection with the Vehicle pursuant to this agreement.

8. Credit Card Authorization/Booking Deposit/Cancelation Policy: The attached credit card authorization form must be completed and signed along with this agreement and is included as part of the contract documents [see exhibit 1]. 25% of the total is due at time of signing in order to hold the booking and this deposit is nonrefundable. The remaining balance will be charged within 24 hours of the scheduled pick-up time. Any other charges resulting from misuse of the vehicle or required per this contract will be billed within 72 hours of the drop-off time.

9. USE Restrictions: Renter will operate the Vehicle in a safe and prudent manner. Vehicle will not be used by anyone (a) who is not authorized under Section 1 of this Agreement; (b) who obtains the vehicle with fraudulent, misleading, or false information. (c) using the vehicle for commercial hire or to push or tow anything; (d) while used in connection with conduct that could be properly charged a felony (e) while involved in a speed test or contest or in driver training activity; (f) in a willful, intentional, wanton, or reckless manner; (g) operating the vehicle under the influence of drugs or alcohol; (h) operates the vehicle outside the state of the states or past through states discussed at time of booking (i) who operates the vehicle when further use of the vehicle would cause it damage (such as ignoring a warning light, flat tire steam rising from engine unusual noise or other reasonable warning signals).

10. Renter Responsibility For Property: Renter is solely responsible for any property left or storage in the Vehicle, or anywhere at the Company's renting location, no matter who received, stored or handled the property.

11. Use of Photos and Videos: The Company is granted permission by the Renter to use photos and video recorded by the Renter and shared with the Company. The use of the photos and video may include reposting and posting and emailing and printing the photos and videos on social media websites and emails and printed materials. The Company will use the photos in a manner that is judged to be tasteful by the Company. The Company takes the Renters concerns very seriously and will honor a request to stop using their photos.

12. Miscellaneous: Smoking is expressly prohibited in the vehicle. Renter will pay a fine of \$1000.00 for smoking in the vehicle plus pay the cost of repairing any damage caused by smoking such as burns to the interior (this is at the discretion of the owner). An excessive cleaning fee will be paid by the renter if excessive cleaning is required. Excessive cleaning includes, but not limited to cleaning vomit, spilled drinks or other liquids, mud or soil (this is at the discretion of the owner). Renter will pay all cost incurred by company and will defend and indemnify company from all claims, demands and lawsuits resulting from (a) operation of the vehicle; (b) any action by company resulting from a breach of this agreement; and (d) the issuance of a warrant for the arrest of the renter or any person operating the vehicle. This contract shall be construed and governed by the law of the state of OHIO, Renter agrees that suit or any legal proceeding arising from the rental must be filed in Hamilton County, OHIO. Renter waives his or her right to a jury trial in any lawsuit relating to this agreement. If any provision of this agreement is determined to be invalid or unenforceable, provisions were omitted.

Renter Authorization(sign/print name):

Renter Address:_____ Zip Code:_____

Date:_____

I.M.Lux, LLC Authorization (sign/print name):

Date:_____

Exhibit 1: Payment Authorization Form

SECTION 1 - Merchant Information

Merchant name: I.M. Lux, LLC

Merchant phone number: 513-200-9155

email address: imluxrentals@gmail.com

SECTION 2 - Authorization Agreement

I, _____ (*customer name*), authorize *I.M. Lux, LLC* to charge my:

credit card

debit card

up to 3 times, as follows:

1. 25% due at time of signing
2. Remaining balance due within 24 hours of pick-up
3. Any additional charges required per the contract within 72 hours of drop off.

Customer name: _____

Billing address: _____ Zip code: _____

Phone number: _____ email address: _____

Credit Card Information - if charging a credit or debit card

Card number: _____

Card type (select one):

MasterCard

Visa

Discover

Expiration date (MM/YYYY): _____ CVV: _____

Customer signature: _____ **Date:** _____