

Rental Agreement Terms and Conditions ("Terms and Conditions")

1. **Definitions.** "Agreement" means all terms and conditions found in these Terms and Conditions and the Rental Agreement Face Page. "You" or "your" means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We," "our" or "us" means Edge Auto, Inc. or Edge Trucks, LLC. "Authorized Driver" means the renter, the renter's spouse, and an additional driver approved and listed by us on this Agreement, provided that each such person has a valid driver's license and is at least age 25 (or at least 18 for the renter and the renter's spouse). Any person who operates the Vehicle during an emergency situation to a medical facility is also an Authorized Driver. Only Authorized Drivers are permitted to drive the Vehicle. "Charges" means the fees and charges that are incurred under this Agreement. "CDW" means Collision Damage Waiver. "Collision Damage" means damage to, or loss of, the Vehicle caused by collision or upset. Collision Damage does not include comprehensive damage such as damage to or loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other loss not caused by collision or upset. "Rental Period" means the period between the time you take possession of the Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us. "Vehicle" means the automobile or truck identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents.

2. **Rental; Personal Property; Indemnity and Warranties.** This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. To the extent permitted by law: (a) You release us, our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility; (b) You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle; and (c) We make no warranties, express, implied or apparent, regarding the Vehicle or optional equipment ("Optional Equipment"), no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.

3. **Condition and Return of Vehicle.** You must return the Vehicle to our rental office or other location we specify ("Drop-Off Location"), on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. To extend the rental you must contact our rental office before the due-in date. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented.

4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for (a) all physical damage to the Vehicle, whether or not you are at fault; (b) mechanical damage related to an accident or caused by your abuse or neglect; and (c) theft of the Vehicle up to its fair market value if it is established that an Authorized Driver failed to exercise reasonable care or that an Authorized Driver committed, aided, or abetted in the theft of the Vehicle. You are responsible for the lesser of: (a) the actual and reasonable costs incurred to repair the Vehicle, including fees for towing, storage, and impound; (b) the reasonable costs that would have been incurred to repair the Vehicle if we elect not to repair; or (c) the actual cash value of the Vehicle immediately before the damage (not to exceed the fair market value, less net disposal proceeds). You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. **Collision Damage Waiver; Prohibited Uses.** If you purchase CDW, your responsibility for Collision Damage to the Vehicle will be limited to the amount shown on the Rental Agreement Face Page. You may void your purchase of CDW within 24 hours of purchase in person with the Vehicle at our office at no charge, PROVIDED THAT the rental is for at least 2 days and you sign our cancellation form. We will not waive our right to collect from you for Collision Damage to the Vehicle if the damage or loss: (a) is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver; (b) arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs; (c) we entered into the rental transaction based on fraudulent or materially false information supplied by the renter or other Authorized Driver; (d) arises out of the use of the Vehicle while engaged in the commission of a crime other than a traffic infraction; (e) arises out of the use of the Vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training; (f) arises out of the use of the Vehicle by a person other than: an Authorized Driver; a duly licensed parent or child over the age of 18 who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment; (g) arises out of the use of the Vehicle outside of the continental United States, unless specifically authorized by this Agreement. We also will not waive our right to collect from you for Collision Damage to the Vehicle if an Authorized Driver fails to comply with the requirements for reporting damage or loss as required by New York law. The acts listed in this paragraph 5 are prohibited uses of the Vehicle and material breaches of this Agreement.

CDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. CDW does not apply to optional equipment ("Optional Equipment") we rent to you for use in the Vehicle or roof damage to the Vehicle. In addition, CDW does not cover damage to tires, glass, or locks or lost keys.

6. **Optional Equipment.** We offer certain Optional Equipment, including GPS devices and child safety seats, upon request and subject to availability for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented. If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location.

7. **Responsibility to Others; Handling Accidents/Incidents.** You are responsible for all damage or loss you cause to yourself and others. You agree that it is your responsibility to know and understand what insurance coverage you have for this rental. You agree to maintain automobile insurance during the term of this Agreement which provides to the owner, to us, and to you, the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM"/"UIM") coverage where required; and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides

bodily injury liability coverage and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. The Policy does not cover injury to you. Where permitted by law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by applicable law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. The Policy is void if you give the Vehicle to an unauthorized driver; otherwise materially breach this Agreement; fail to cooperate in a loss investigation; or fail to file a timely and accurate incident report.

8. **Charges.** You permit us to reserve or set aside against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges, but will not use the Reserve or Deposit to pay for damage to the Vehicle for which you may be responsible unless you agree separately to allow it after the amount of damage is determined. We will authorize the release of any excess Reserve upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by your card issuer. You will pay us on demand all Charges, including: (a) time and mileage for the Rental Period, or a mileage charge based on our experience if the odometer is tampered with; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes, surcharges, and other fees; (f) towing, impound, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess it under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (i) a 2% per month late payment fee, or the maximum amount permitted by law, on all amounts past due; (j) \$50 (or the maximum amount permitted by law) if you pay us with a check returned unpaid for any reason; and, (k) a reasonable fee not to exceed \$250 to clean the Vehicle if returned substantially less clean than when rented; (l) a reasonable fee of up to \$500 if you lose the keys or toll transponder to the Vehicle; and (m) a surcharge if you return the Vehicle to a location other than the Drop Off Location or if you do not return it on the date and time due, and you may be charged standard rates for each day or partial day after the due-in date, which may be substantially higher than the initially agreed upon rental rate if a special or promotional rate initially applied; and (n) replacement cost of lost or damaged parts/supplies used in Optional Equipment. All Charges are subject to our final audit.

9. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, red light and bus lane tickets, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period. The Vehicle is equipped with the ability to pay tolls electronically through Highway Toll Administration, LLC ("HTA"). If a Toll is incurred on the Vehicle, we, HTA or an HTA affiliate will charge you for the Toll at the highest prevailing undiscounted rate plus: all applicable fees and taxes, and service charges, administrative fees, and the convenience fee stated on the Face Page. If we, HTA, or an HTA affiliate charge you for a Toll that you believe you paid, you will not be relieved of your obligation to pay us, HTA, or an HTA affiliate for the Toll, unless you submit proof of payment to us, HTA, or an HTA affiliate. If we are notified by charging authorities that we may be responsible for a Violation, you agree that we may, in our sole discretion and without prior notice to you, pay the Violation plus applicable taxes, on your behalf directly to the authority. We will charge you the face value of the Violation and any taxes plus an administrative fee of up to \$40 for each Violation. If we elect to pay the Violation, you may not be able to challenge its validity before the issuing authority. Instead of paying the Violation directly, we, in our sole discretion, transfer liability for a Violation assessed against the Vehicle during the Rental Period to you personally in jurisdictions that permit such liability transfers. If liability is transferred to you, we will charge you an administrative fee of up to \$40 per Violation. You authorize us to release: (a) your rental information, including personally identifiable information, to government officials and other authorities charged with enforcing Tolls and Violations; and (b) your rental and payment card information to HTA and HTA affiliates for processing and billing purposes. If we, HTA, or an HTA affiliate pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us, HTA, and HTA affiliates to charge all payments and administrative fees to the payment card you used for this rental. You authorize us, HTA, and HTA affiliates to contact you directly or to send invoices regarding any Tolls or Violations incurred by you or assessed against the Vehicle during the Rental Period. You may contact HTA at 866-285-6265 or www.htalc.com to request a copy of Toll bills and receipts.

10. **Personal Information; Telematics; Communications.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business purposes. Questions regarding privacy should be directed to the location where you rented the Vehicle. The Vehicle may be equipped with global positioning satellite technology or another telematics system, and/or an event data recorder. Your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by New York law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. You should have no expectation of privacy related to your use of this Vehicle. To service your account or recover amounts you owe, you agree that we or our assignee may contact you by calling or sending text messages or emails to any email address or telephone number you provide us, including wireless telephone numbers, which could result in additional charges to you. You represent that you are either the owner or primary user of the number(s) and email address you provided. Methods of contact may include pre-recorded/artificial voice messages and/or use of an automatic dialing device. You may revoke your consent at any time by contacting us in writing at the address on the Face Page.

11. **Miscellaneous.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. 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 are valid and enforceable.