Sample Car Rental Contract

This Car Rental Agreement ("Agreement") is made and entered into as of September 21, 2010, between

_____, with an address of _____ ("Owner"), and

_____, with an address of _____ ("Renter"). Owner and Renter may also be

referred to as "Party" in the singular and "Parties" in the plural. This Agreement is subject to the following terms and

conditions:

Rental Vehicle

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

Make: _____   Model: _____

Year: _____   Color: _____

Mileage: _____   VIN: _____

Rental Period

Owner agrees to rent Vehicle to Renter for the following period:

Start Date: _____   End Date: _____

The Parties agrees that this Agreement terminates upon the End Date specified above. Notwithstanding anything to the contrary in this Agreement or any Exhibits, either Party may terminate this Agreement prior to the End Date with at least one (1) day notice. If this Agreement is terminated prior to the End Date, the Parties will work together to determine whether a refund of Rental Fees is necessary.

Mileage Limit

Renter will obey the following mileage limit for the Vehicle:

[ ] No mileage limit   [ ] _____ miles

Rental Fees

The Renter hereby agrees to pay the Owner for use of the Vehicle as follows:

> Fees: $_____ per day / week.
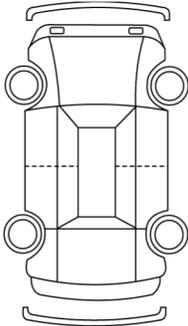> Fuel: Renter shall pay / is not required to pay for the use of fuel.
> Excess Mileage: $_____ per mile
> Deposit: $_____.   Owner shall retain this deposit to be used, in the event of loss of or damage to the Vehicle during the term of this Agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be credited toward payment of the rental fee and any excess shall be returned to the Renter.

Existing Damage to Vehicle

The Parties acknowledge the existing damage to the Vehicle as notated below:

_____
_____
_____
_____
_____
_____
_____

Insurance

The Renter hereby warrants to Owner that Renter possess car insurance that covers personal injury to Renter or other persons as well as the Vehicle and the property of others.

Indemnity

Regardless of insurance coverage, Renter shall fully indemnify the Owner for any loss, damage, and legal actions, including reasonable attorneys fees that Owner suffers due to Renter's use of Vehicle during the term of this Agreement, including but not limited to, damage to the Vehicle, damage to the property of others, injury to Renter, and injury to others. This provision survives the termination of this Agreement.

Owner Warranty

The Owner represents that to the best of his knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

Renter Warranties

The Renter agrees that Renter will not (a) use the Vehicle to carry any passengers other than Renter; (b) allow any other person to operate the Vehicle; (c) operate the Vehicle in violation of any laws or for an illegal purpose and that if Renter does, Renter is responsible for all associated, tickets, fines, and fees; (d) use the Vehicle to push or tow another vehicle; (e) use the Vehicle for any race or competition; (f) operate the vehicle in a negligent manner.

Arbitration

In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement, the Parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in [City], [State], in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of [State] in the United States shall apply to the arbitration proceedings. The Parties agree that the arbitrator cannot award punitive damages to either Party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

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Disputes and Governing Law.

The laws of the State of [State] in the United States without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.

General

This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Affiliate. No alteration or modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized Affiliate of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized Affiliate of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

ACCEPTED BY RENTER:	ACCEPTED BY OWNER:
Signature	Signature
Name	Name
Title	Title
Date	Date