



RENTAL AGREEMENT

Exp:	ADDITIONAL AUTHORIZED DRIVER: NONE	RENTAL DATE RENTAL TIME	RENTAL LOCATION GALPIN STUDIO RENTAL 1763 IVAR AVE HOLLYWOOD, CA 90028 323-957-3333	DUE DATE DUE TIME
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VEHICLE INFORMATION	USDOT#:	CA#:	RENTAL RATE & CHARGE DETAIL
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CHARGE DESCRIPTION	RATE	QUANTITY
RENTAL RATES		
DAYS	1.00	
FUEL CHARGES		
REFUELING SERVICE CHARGE / GAL.	8.89	

VEHICLE NO. _____
 MAKE _____
 MODEL _____
 COLOR _____
 LICENSE NO. _____
 VIN NO. _____
 FUEL TYPE _____
 ODOM OUT _____
 GAS TANK OUT _____

CONDITION: PLEASE REFER TO VEHICLE DAMAGE REPORT

OPTIONAL INSURANCE PRODUCTS*

COLLISION DAMAGE WAIVER ("CDW") – DECLINED
 _____ By initialing here, you decline to purchase our CDW, and you agreed to be responsible for all damage to the vehicle.

RENTER'S LIABILITY PROTECTION ("RLP") – DECLINED
 _____ By initialing here, you decline to purchase RLP and you agree to be primarily responsible for all damage or injury you cause to others or their property.

SUPPLEMENTAL LIABILITY INSURANCE ("SLI") – DECLINED
 _____ By initialing here, you decline to purchase SLI and you agree that you and your personal motor vehicle insurance policy are primarily responsible for damage or injury caused to others or their property.

PERSONAL ACCIDENT COVERAGE ("PAC") – DECLINED
 _____ By initialing here, you decline to purchase PAC.

AUTHORIZATIONS AND PAYMENTS:

IMPORTANT INFORMATION

- RATES DO NOT INCLUDE GAS AND ARE BASED ON A MINIMUM RENTAL OF 24 HOURS PLUS MILEAGE. THERE ARE NO REFUNDS ON PRE-PAID FUEL. Daily Charges apply to consecutive 24-Hour periods starting at the hour and minute the rental begins.
- Renter must immediately report all damages to Galpin and all accidents to both the police and Galpin. Renter must also complete a Galpin accident report.
- Vehicles may only be operated in the United States and may not be driven into Mexico or Canada.
- Renter agrees that the maximum length of the rental is 30 days. If Renter desires to retain the Vehicle longer than 30 days, the Renter shall pay all amounts due pursuant to this Rental Agreement, and either (a) return to Galpin and execute a new Rental Agreement, or (b) digitally execute a new Rental Agreement via email from Galpin.

*The purchase of optional insurance products is not required to rent the Vehicle. Optional insurance products that we sell may provide coverage that duplicates coverage provided by your personal automobile liability policy, by the credit card you use to pay for the rental, or by another source of coverage. We are not qualified to evaluate the extent of your existing auto liability coverage. You should check with your insurance company or credit card issuer to find out about your coverage and the amount of the deductible, if any, for which you may be liable. Optional insurance products are provided under individual policies issued to you, or issued to you under a group or master policy issued to us by an insurer authorized to transact the applicable insurance business in the State of California.

As used in this Rental Agreement ("Agreement") with Galpin Motors, Inc. d/b/a Galpin Studio Rentals ("Galpin", "we", "our" "us") the terms "renter", "you", or "your" includes the renter named above, and any "authorized driver" named above. You must be 21 or older with a valid driver's license to be a renter or authorized driver. You agree to the terms on both sides of this Agreement.

NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL WAIVER
 You are responsible for all collision damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit/debit card you use to pay for the Vehicle rental transaction, may cover all or part of your financial responsibility for damage to, or loss of, the rented vehicle. You should check with your insurance company, or credit/debit card issuer, to find out about your coverage and the amount of deductible, if any, for which you may be liable. Further, if you use a credit card that provides coverage for your responsibility for damage to, or loss of, the Vehicle, you should check with the issuer to determine whether or not you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible for damage caused by collision or upset if you buy Collision Damage Waiver ("CDW"). But, CDW will not protect you if you commit any of the acts listed in Paragraph 5 on the back of this Agreement. The cost of an optional damage waiver is \$ **0.00** for every day.

By signing below you agree to all the terms and conditions of this Agreement and any applicable addenda, and you acknowledge that you were given an opportunity to read this Agreement before being asked to sign. **YOU FURTHER AGREE THAT THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN A JURY TRIAL OR CLASS ACTION. BY ENTERING INTO THIS RENTAL AGREEMENT, YOU AGREE TO THE ARBITRATION PROVISION AS SET FORTH ON THE FRONT AND BACK OF THIS RENTAL AGREEMENT.**

Parking tickets, tolls, and other traffic violations are your sole responsibility. A \$35.00 administrative charge will be assessed for each unpaid parking or traffic violation, and you also remain responsible for any such violation. A \$15 administrative charge will be assessed for each unpaid toll (up to a maximum charge of \$60 for tolls) incurred during the term of your rental and you also remain responsible for each unpaid toll. You agree the administrative fee, plus unpaid tolls and/or violations will be charged to your credit/debit card. In connection with your tolls and violations, you authorize us to: (a) contact you; (b) contact toll or violation issuing authorities; (c) share your information with toll or violation issuing authorities; and (d) release your billing/rental information to third parties for billing/processing purposes. In some jurisdictions, tolls or violations may not be transferred and you may lose the right to contest them.

Renter hereby authorizes Galpin to contact Renter via e-mail and telephone regarding this Agreement and for marketing and promotional purposes.

LOCAL CONTACT	P.O. #:	CUSTOMER SIGNATURE
24 HOUR ROADSIDE SERVICE 1-323-957-3333	VEHICLES CANNOT LEAVE STATE OF CALIFORNIA WITHOUT WRITTEN CONSENT	Checked Out By: WERNLI, WILLIAM W

- Vehicle.** The Vehicle, which includes tires, rims, tools, equipment, accessories, and vehicle documents does not belong to you, but is delivered to you for rental purposes only. You are taking possession of the Vehicle listed on the front of this Agreement, and any optional accessories "as is" and you have had an adequate opportunity to inspect the Vehicle and any optional accessories and their operation. **THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT.** You are liable for any damage to or loss of use of the Vehicle as permitted by law, including damage arising from any use by an unauthorized driver.
- Rental, Telematics, Indemnity and Warranties.** Only you and any authorized drivers may use 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. You waive all recourse against us for any criminal reports or prosecutions taken against you that arise out of this Agreement. Vehicle may be equipped with OnStar or another telematics system. You acknowledge that such systems utilize cellular telephone and/or radio signals to transmit location and other data, and privacy cannot be guaranteed. You authorize use or disclosure of or access to call and location information concerning you or other user of the service, automatic crash notification to any person for use in the operation of an automatic crash notification system and use of the vehicle location system as permitted by applicable law. You further acknowledge that your use of a personal electronic device in the Vehicle may store personal data on the Vehicle's systems, and you agree to delete any such personal data from the Vehicle's systems prior to your return of the Vehicle. You agree to indemnify us, defend us and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. You release us, our agents and employees from all claims for: (a) 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; and/or (b) any claims related to your failure to delete all your personal data from the Vehicle prior to your return of the Vehicle.
- Condition and Return of Vehicle.** On the due date or sooner upon demand, you will return the Vehicle in the same operating condition 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 abandoned, or (e) if you gave false or misleading information at time of rental, all charges for the repossession will be your responsibility. **Warning: California Vehicle Code Section 10855 provides the following: "Whenever any person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within five days after the lease or rental Agreement has expired, that person shall be presumed to have embezzled the vehicle".** If you fail to return the Vehicle on the due back date or within twenty-four (24) hours following a written or oral demand to you (which demand, if in writing, shall be considered delivered forty-eight (48) hours after the mailing of a certified letter addressed to your residence or business address as shown on the reverse side), you will be deemed to be in unlawful possession of the Vehicle and to have authorized the issuance of a warrant for your arrest or any person possessing the Vehicle and you may be charged with grand theft of automobile in accordance with applicable statutes. 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. You will not operate the Vehicle if it is damaged or in need of repair and you will be responsible for all damage to the Vehicle resulting from such use. You are liable for all damages caused by snow chains, tow and trailer hitches, ski racks, and luggage toppers regardless of CDW. You will not permit any repair to or replacement of any part of the Vehicle without our prior written consent, and you agree to pay for all such unauthorized repairs and parts. You shall not suffer any liens to be placed upon Vehicle.
- Responsibility for Damage or Loss.** You are responsible for all damage to and loss of the Vehicle caused by collision, whether or not you are at fault. Your responsibility will include: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair; (b) an administrative fee in accordance with Cal. Civil Code §1939.05(c); (c) our actual charges for towing, storage, and impound fees; and (d) all costs associated with our enforcement of this Agreement or collection of Charges (as defined below), including but not limited to reasonable attorneys' fees, collection fees, and costs, whether or not litigation is commenced. You are also responsible for missing equipment. You are responsible for loss due to theft of the Vehicle and all damage due to vandalism that occurs in connection with a theft, if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500.
- Collision Damage Waiver (CDW); Prohibited Uses.** If you purchase CDW, we will waive your responsibility for damage to the Vehicle. CDW does not apply to optional equipment we rent to you for use in the Vehicle. Your CDW will be void, and we will not waive your responsibility for damage to the Vehicle: (a) if you provided false or fraudulent information to us and we would not have rented the Vehicle had we received true information; or (b) if damage to the Vehicle results from: (i) your intentional, willful, wanton, or reckless conduct; (ii) operation of the Vehicle under the influence of drugs or alcohol in violation of §23152 of the California Vehicle Code; (iii) towing or pushing anything; (iv) operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (v) use of the Vehicle for commercial hire; (vi) use of the Vehicle in connection with conduct that could be properly charged as a felony; (vii) use of the Vehicle in a speed test, contest, or driver training activity; (viii) operation by a person other than an authorized driver; or, (ix) operation outside the United States. The uses described above are prohibited uses and material breaches of the Agreement. Leaving the Vehicle unattended without removing the keys and locking all doors is also a prohibited use.
- ARBITRATION: ANY DISPUTES BETWEEN OR AMONGST RENTER, GALPIN, AND ANY OF ITS AFFILIATES MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND GALPIN WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER. YOU AGREE TO BRING A SMALL CLAIMS ACTION ON AN INDIVIDUAL BASIS IF THE AMOUNT SOUGHT BY YOU IS WITHIN THE JURISDICTIONAL LIMITS OF THE APPLICABLE SMALL CLAIMS COURT.** You and Galpin remain free to bring any issues to the attention of government agencies. This arbitration provision's scope is broad and includes without limitation, any claims relating to any aspect of the relationship between you and Galpin. In any arbitration, all issues are for the arbitrator to decide, including jurisdiction, and any objections with respect to the existence, scope, or validity of this arbitration provision. The arbitration will take place in the county of your billing address unless otherwise agreed. The American Arbitration Association will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes.
- Responsibility to Others: Handling Accidents/Incidents.** You are responsible for all damage or loss you cause to others. You warrant that you and each authorized driver has and maintains automobile liability, collision and comprehensive insurance with limits equal to or greater than those required by applicable state law covering you, us and the Vehicle. In the event of an accident, your insurance shall be primary. Unless required by law, we will not provide you any third-party liability protection covering this rental. Where we are required by law to provide liability insurance, we will indemnify you against loss or injury to others only after all other valid and collectible insurance has been exhausted, and then our indemnity extends only to the minimum financial limits prescribed by the laws of the state whose law applies to the loss. Our indemnity is self-insured under the law of the state where you rented the Vehicle and does not cover injury to you. **You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage.** 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. Our indemnity is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.
- Payment Charges. Payment Charges. You permit us to reserve against your payment card ("Reserve") or to 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 amounts owed by you pursuant to this Agreement (collectively, "Charges"). We will authorize the release of any excess reserve or set aside upon the completion of your rental, and your payment card issuer's rules will apply to your credit line or your account being credited for the excess and may not be immediately released by your card issuer.** You will pay us at or before conclusion of this rental or on demand all Charges, including: (a) a mileage charge based on our experience if the odometer is altered; (b) optional product and service fees; (c) fuel and a refueling fee if you return the Vehicle with less fuel than when rented unless you purchase pre-paid fuel; (d) applicable taxes; (e) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (f) costs including attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) 2% per month late payment fee, or the maximum amount allowed by law, on all amounts past due; (h) the greater of \$50 or the maximum amount permitted by law if you pay us with a check returned unpaid; (i) a reasonable cleaning fee not to exceed \$350 if the Vehicle is returned substantially less clean than when rented; (j) towing, storage charges, forfeitures, court costs, penalties, and all other costs we incur resulting from your use of the Vehicle; (k) a fee of up to \$250 if you lose the keys to the Vehicle; (l) a drop fee or other surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due; (m) replacement cost of lost or damaged parts and supplies used in optional equipment; (n) a \$250 fee if a GPS device that you rented is lost, stolen or otherwise rendered unusable during the rental. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.
- Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by you under this Agreement, you hereby assign to us your right to receive such payment. Only those amounts actually paid by a third party to us shall reduce the amount owed by you. You shall remain responsible for all Charges not paid by third parties, including but not limited to upgrades, optional products, extra days, and all other charges.
- Power of Attorney.** You hereby grant and appoint to us a limited power of attorney: (a) to present insurance claims to your insurer and/or credit card if (i) Vehicle is damaged, lost or stolen, and if you are liable under California Civil Code Section 1939, and if you fail to pay for any damages, or (ii) any liability claims against us arise in connection with this rental transaction and you fail to defend, indemnify and hold us harmless from such claims; and (b) to endorse your name for us to receive insurance, credit card or debit card payments directly for any such claims, liabilities or rental charges.
- LIMITATION OF REMEDIES.** We shall have no liability for indirect, special, consequential or punitive damages arising in connection with the furnishings, performance or use of the Vehicle, or for any claim based upon our alleged breach of this Agreement. If Vehicle has any mechanical failure or other failure not caused by you, and if we are liable under applicable law for such breach or Vehicle failure, our sole liability to you and your sole remedy is the substitution of another similar Vehicle by us to you, and to recovery by you of the pro rata daily rental rate for the period in which you did not have use of Vehicle or substitute Vehicle.
- Miscellaneous.** 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. 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. 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. Questions regarding privacy should be directed to 323-957-3333. This Agreement will be governed by the laws of California. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. If Vehicle is returned with less fuel than when rented, the charge will be the fuel price set forth in this Agreement and measured by the estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. You shall not receive a refund or credit if Vehicle is returned with more fuel than when you received it. If you purchase pre-paid fuel, then your fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. You shall not receive a refund or credit for any unused fuel.