



Escape Campervans INC
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AGREEMENT TO HIRE RENTAL VEHICLE - PART A - #

Hires Details

Hirer's Name:

Additional Drivers

Name 1:

Additional Drivers

Name 2:

Camper Details

Make	Miles Out	Miles In
Registration	Fuel Out	Fuel In
Fleet No.		
Van Name		

Hire Details

Date Out:

Due Back :

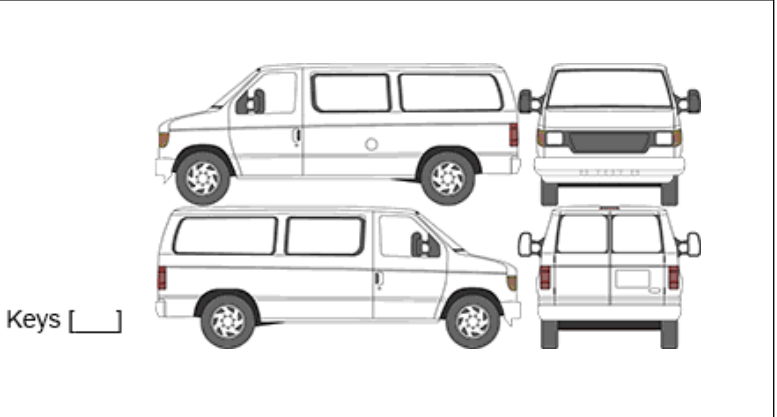
Rates & Fees	QTY	Rate	Total
Total			

Balance Due

Possible Charges

Please note that your credit card/bond will be charged for the following:

- Any damage or loss for which the hirer is liable. (see Hires Liability).
- Any additional excess waiver payments where applicable. (see Hires Liability).
- Any additional Miles over amount paid for (rate indicated above).
- Late return (penalty rates).
- An administration charge of \$45 on top of any traffic infringement received by Escape
- Camper returned in a particularly unclean state inside or evidence of Playa dust. Grooming fee up to \$1500.



CALIFORNIA RENTAL AGREEMENT FACE PAGE

Fuel Notice: You must return the Vehicle with the same amount of gas in the tank as there was at the start of the Rental. If the gas is not filled back to the level present at the beginning of the Rental Period, we will charge \$8.00 per gallon for each gallon missing.

Estimated Mileage Charge*

You acknowledge that you understand the estimated mileage charge and you agree to the payment terms below. Please initial the plan that corresponds with the vehicle model you have chosen to rent. **This applies to bookings made on or after 11/17/2020.*

For the **Santa Cruz & Mavericks** models, the \$30/day charge covers 100 miles per day, averaged over your trip. At dropoff, if you go over 100 miles/day, excess miles are charged at \$0.30 per mile. At dropoff, any unused miles are refunded at \$0.30 per mile [____]

For the **Big Sur & Jeep Camper** models, the \$33/day charge covers 100 miles per day, averaged over your trip. At dropoff, if you go over 100 miles/day excess miles are charged at \$.33 cents per mile. At dropoff, any unused miles are refunded at \$0.33 cents per mile. [____]

Estimated Mileage Charge*

You acknowledge that you understand the estimated mileage charge and you agree to the payment terms below. Please initial the plan that corresponds with the vehicle model you have chosen to rent. **This applies to bookings made on or after 6/8/2020, but before 11/17/20*

For the **Santa Cruz & Mavericks** models, the \$29/day charge covers 100 miles per day, averaged over your trip. At dropoff, if you go over 100 miles/day, excess miles are charged at \$0.29 per mile. At dropoff, any unused miles are refunded at \$0.29 per mile [____]

For the **Big Sur & Jeep Camper** models, the \$32/day charge covers 100 miles per day, averaged over your trip. At dropoff, if you go over 100 miles/day excess miles are charged at \$.32 cents per mile. At dropoff, any unused miles are refunded at \$0.32 cents per mile. [____]

Optional Products

SUPPLEMENTAL LIABILITY INSURANCE ("SLI")

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 or by another source of coverage. We are not qualified to evaluate the extent of your existing auto liability coverage. 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.

Renter's Signature _____

[____] By initialing here, you **AGREE** to purchase SLI and acknowledge that you received a separate SLI brochure that summarizes the terms of the SLI insurance policy. SLI does not cover all risks. There are exclusions for unauthorized drivers, driving while intoxicated and other conditions. There is no first party uninsured motorist coverage, and there may be no coverage for passengers in the Vehicle. Please read the SLI brochure for other terms and conditions.

[____] By initialing here, you **DECLINE** the purchase of SLI and agree to be primarily responsible for all loss or damage that you cause to third parties or their property.

COLLISION DAMAGE WAIVER

NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

You are responsible for all collision damage to the rented 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 card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the rented vehicle. 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.

Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible if you buy a Collision Damage Waiver. But a Collision Damage Waiver will not protect you if you commit any of the acts listed in the California notice to Paragraph 5 of the Rental Agreement Terms & Conditions.

The cost of this optional Collision Damage Waiver is \$13 to \$25.99 per day, depending upon the vehicle rented. (See Estimated Charges for additional information.)

Purchase of a Collision Damage Waiver is optional and is not required in order to rent the Vehicle.

I have been informed, orally, that the Collision Damage Waiver may be duplicative of coverage that I maintain under my own policy of motor vehicle insurance. _____.

You may accept or decline Optional Collision Damage Waiver ("CDW"). By initialing to either accept or decline CDW below You acknowledge that You have been orally advised that CDW may be duplicative of coverage that You have under Your own policy of motor vehicle insurance.

[____] By initialing here, You decline CDW and You agree to be responsible for all damage to or loss of the Vehicle up to the limits set by California law. [____] By initialing here, You accept CDW, and acknowledge that You have been orally advised that CDW is optional and may be duplicative of coverage maintained under Your own policy of motor vehicle insurance. Subject to the restrictions set forth in the Paragraph 5 of the Terms and Conditions, we waive your responsibility for damage or loss to the Vehicle.

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 5 days after the lease or rental agreement has expired, that person shall be presumed to have embezzled the vehicle."

[____] By initialing here, you acknowledge that: (a) we may activate electronic surveillance technology to locate the Vehicle if it is not returned within 72 hours of the contracted return date or extension of that date; and (b) that you were orally advised that we may activate electronic surveillance technology as described in (a).

You agree to receive electronic communications from us at the following email address: _____.

WARNING: Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle.

For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

The daily rental fee is based on a per night rental period. The day the rental begins is noted on this agreement

By signing below, you certify that you (1) have had the opportunity to read, and that you agree to, the Rental Agreement Face Page, the Terms & Conditions, and any addenda (the "Agreement"), (2) authorize us to process a separate payment card transaction in your name for all Charges, (3) authorize us to release your billing and rental information to a third-party toll and traffic violation processor for billing and processing purposes; (4) authorize us or a third-party processor to charge your payment card account after the rental concludes for any unpaid Tolls or Violations assessed against you, us or the Vehicle during this rental plus taxes, administrative fees, and related fees; (5) accept or decline Optional Products as shown on the Rental Agreement Face Page; (6) confirm that we may contact you about this rental by calling or texting you (including by pre-recorded/artificial voice or automatic dialing system) or via email at the number or email you provided elsewhere in this Agreement; (7) understand that all charges are subject to our final audit; and (8) authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our audit.

Renter's Signature _____ Additional Driver's Signature _____

CALIFORNIA RENTAL AGREEMENT TERMS AND CONDITIONS ("Terms & Conditions")

1. DEFINITIONS.

- (a) **'Additional Mandatory Charges'** means separately stated charges that we require you to pay to hire or lease the Vehicle for the period of time to which the rental rate applies, and which are imposed by a governmental entity and specifically relate to the operation of a rental car business. Additional Mandatory Charges include a customer facility charge, airport concession fee, tourism commission assessment, vehicle license recovery fee, or other government imposed taxes or fees.
- (b) **'Agreement'** means all terms and conditions in these Terms & Conditions, the "Rental Agreement Face Page," and any addenda that we provide at the time of rental.
- (c) **'Authorized Driver'** means a driver authorized to use the Vehicle. Only the renter and an additional driver listed by us on your Face Page at the time of rental are authorized to drive the Vehicle. Each Authorized Driver must have a valid driver's license and be at least age 21.
- (d) **'Charges'** means the fees and charges that are incurred under this Agreement.
- (e) **'CDW'** means Collision Damage Waiver.
- (f) **'Collision Damage'** damage to, or loss of, the Vehicle caused by collision or upset. Collision Damage does not include damage to tires, wheels or windshields; 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 comprehensive loss not caused by collision or upset.
- (g) **'Diminished Value'** means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf.
- (h) **'Loss of Use'** means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees.
- (i) **'Rental Period'** means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.
- (j) **'Vehicle'** means the recreational vehicle, motor home, truck camper, conversion van, or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all of its tires, tools, accessories, equipment, appliances, keys, and vehicle documents.
- (k) **'Vehicle License Fee'** or "Vehicle License Cost Recovery Fee" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.
- (l) **'You'** or **'your'** means the individual and any Authorized Driver.
- (m) **'We', 'our'** or **'us'** means Escape Campervans.

2. RENTAL, INDEMNITY; OPTIONAL EQUIPMENT; PERSONAL PROPERTY; AND WARRANTIES.

- (a) This is a contract for rental of that Vehicle. You may not transfer or assign your rights in this Agreement or your right to use the Vehicle.
- (b) We may offer to rent certain optional equipment for an additional charge ("Optional Equipment"). Optional Equipment is subject to availability, is rented AS IS, and must be returned at the end of the Rental Period in the same condition as when rented. Optional Equipment must be inspected and installed by you, and you must follow manufacturer instructions for all Optional Equipment.
- (c) To the extent permitted by law, we may repossess a Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement.
- (d) To the fullest extent permitted by law:
 - **a.** You agree to indemnify, defend, and hold us harmless from all claims, liability, costs and attorney fees resulting from, or arising out of, this rental and your use and possession of the Vehicle.
 - **b.** 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 the loss or damage was caused by our negligence.
 - **c. We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.**

3. CONDITION/RETURN OF VEHICLE.

- (a) You must return the Vehicle to the rental office where you picked it up or to another location we identify, on the date and time specified, and in the same condition that you received it, except for ordinary wear.
- (b) To extend the Rental Period you must contact our rental office before the due-in date to obtain our consent and arrange for payment. Extension of the Rental Period is subject to availability, and the rate for the additional days will be at the daily rental rate applicable to the Vehicle at the time of the extension (which may vary substantially from your original rate). Failure to obtain an extension will result in a late fee of up to your daily rental rate multiplied by 2 plus our incidental costs and expenses resulting from the late return.
- (c) If a Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of it until we inspect it upon our next opening for business. All Charges may continue to accrue until the return location opens for business.
- (d) Service to the Vehicle or replacement of parts or accessories during a rental must have our prior approval. You must return a Vehicle with at least the same amount of fuel as when rented.
- (e) If you return the Vehicle to a location other than the location where you rented the Vehicle, you will pay a surcharge ("**Drop Fee**") of up to \$3,000.
- (f) If the Vehicle is not returned on the date and time indicated on this Agreement, we reserve the right to report the vehicle stolen to the appropriate authorities in accordance with applicable law.

4. RESPONSIBILITY FOR DAMAGE OR LOSS.

You are responsible for all damage to or loss of the Vehicle caused by collision, regardless of fault. Subject to limits of California law, your responsibility includes: (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, the actual or estimated cost of the repairs performed (less all discounts and price reductions or adjustments received or receivable by us); (b) an administrative fee as

permitted by Cal. Civ. Code § 1939.05(d); and (c) our actual charges for towing, storage, and impound. You are responsible for loss due to theft of the Vehicle and damage caused by 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. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.

5. PROHIBITED USE: COLLISION DAMAGE WAIVER.

The following uses of the Vehicle are prohibited and are material breaches of this Agreement ("Prohibited Use"). The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended; (b) by anyone under the influence of drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything; (g) in any race, speed test or contest; (h) to teach anyone to drive; (i) to carry dangerous or hazardous items or illegal materials; (j) in the geographic areas described in Paragraph 6 below; (k) on unpaved roads; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by law; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable for you to know that further operation would damage the Vehicle; (p) with inadequately secured cargo; (q) if applicable, by anyone who lacks experience operating a manual transmission; (r) in connection with a willful, wanton or reckless act; (s) to transport an animal (other than a service animal); (t) in or through any structure or underpass where there is insufficient clearance (width or height); (u) by anyone who is smoking or vaping any substance in or around the Vehicle; or (v) by anyone who is driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT. Failure to cooperate with us or our assignee in the investigation of a damage incident or claim may invalidate optional protection that you purchase, including CDW.**

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, towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the rental 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 card issuer, to find out about your coverage and the amount of deductible, if any, for which you may be liable. 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 CDW. But, CDW will not protect you if: (a) if you provided fraudulent information to us or if you provided false information to us and we would not have rented the Vehicle had we received true information; (b) if damage to or loss of 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; or (iii) towing or pushing anything, or operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (c) if damage to or loss of the Vehicle occurs while the Vehicle is: (i) used for commercial hire; (ii) used in connection with conduct that could be properly charged as a felony, or involved in a speed test, contest, or driver training activity; (iii) operated by a person other than an Authorized Driver; or, (iv) operated outside the United States. Collision Damage Waiver may cost up to \$25.99 per each full or partial 24-hour rental day, as further described on the Rental Agreement Face Page. Purchase of a CDW is optional and is not required in order to rent the Vehicle.

6. GEOGRAPHIC RESTRICTIONS.

You are prohibited from using, operating, or transporting the Vehicle in or to the following locations: (a) Death Valley between May 1st and September 30th because of the inhabitability of that location during that period, which poses risk to drivers, passengers, and the Vehicle; (b) Mexico, Alaska, Yukon and Northwest Territories, and Newfoundland; (c) the Burning Man festival, unless you obtain our consent and sign a separate "Burning Man Addendum."

7. INSURANCE.

You are responsible for all damage or loss you cause to others. 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. **To the extent permitted by law, by signing this Agreement, you and we reject UM, UIM, and supplemental no-fault or PIP coverages.** If we are required to provide such coverage, you select the minimum limits required by law. If we are required to provide BI or PD liability coverage, we will provide an insurance policy ("Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Engaging in a Prohibited Use described in paragraph 5 or any other material breach of this Agreement will void any insurance coverage.

8. RESERVE: CHARGES.

You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to the estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of an excess reserve at completion of your rental. Your payment card issuer's rules will apply to crediting your account for any excess, which may not be immediately released by your card issuer. We do not accept cash deposits. You will pay us at or before conclusion of each rental, or on demand, all Charges, including: (a) time & mileage charge for the Rental Period, including an additional mileage fee if you exceed the daily mileage allowance provided in the mileage package that you select as indicated on the Rental Agreement Face Page; (b) a mileage charge based on our experience if the odometer is tampered with or disconnected; (c) fees for optional products, equipment, and services you purchased; (d) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (e) Additional Mandatory Charges; (f) 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; (g) all costs we incur enforcing or defending our rights under this Agreement; (h) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle is returned containing evidence of smoking or animals; (i) a fee of up to \$300 if you lose the keys to the Vehicle; (j) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle ("Drop Fee") or if you do not return it on the date and time due ("Late Fee"); (k) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur from your use of the Vehicle; and (l) replacement cost of lost or damaged parts and supplies used in Optional Equipment. There is no refund for late pick-up or early return. If you use a credit card or other payment card issued by a bank or financial institution outside of the United States, we will charge your credit card in US dollars. Any currency conversion will be handled by the issuing bank. **All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

9. TOLLS AND VIOLATIONS.

You are responsible for paying charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we or a processing firm of our choice ("Processor") may, in our sole discretion and without prior notification to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the charging authority, and you may not be able to challenge the validity of the Toll or Violation before the charging authority. If we or the Processor elect to pay a Toll or Violation directly, we will charge you the face value of the Toll or Violation and taxes plus an administrative fee of up to \$25 for each notification. We or the Processor may, in our sole discretion, transfer liability for any Toll or Violation assessed against the Vehicle during the Rental Period to you personally. If liability is transferred to you, we or the Processor will charge you an administrative fee of up to \$25 per Toll or Violation. You authorize us to release your rental and billing information, including payment card information, to the Processor and charging authorities for processing/billing purposes. If we or a Processor pay a Toll or Violation, you authorize us and the Processor to charge the payments plus administrative fees to the payment card you used to pay for this rental. **Certain toll roads do not accept cash.** To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.

10. PERSONAL INFORMATION.

You agree that we may disclose personally identifiable information about you to third parties in connection with our enforcement of our rights under this Agreement and other legitimate purposes. **The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle's systems before returning it. The Vehicle may be equipped with an infotainment system that permits you to connect your personal device and pre-set radio stations and GPS locations. If you use an infotainment system, the Vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. Follow the steps displayed on the Vehicle system screen to delete this information and the device from the Vehicle's memory. We are not responsible for assuring the privacy of that information and cannot guarantee that other persons will not have access to this information after you return the Vehicle.** For a copy of our privacy notice, see <https://www.escapercampervans.com/privacy-policy/>.

11. TELEMATICS NOTICE.

The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR). You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by 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 understand that Telematics Systems use cellular and other wireless technology, and that you should have no expectation of privacy related to your use of this Vehicle. You agree to inform all drivers and passengers of the Vehicle of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. **We are not responsible for the operability of any telematics navigational or other system included with the Vehicle.** To the fullest extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

12. MECHANICAL BREAKDOWN AND ROADSIDE ASSISTANCE.

You must report any mechanical problems with the Vehicle or equipment failure to us as soon as possible at the number listed on the Rental Agreement Face Page to give us the opportunity to correct the problem or failure during the Rental Period. If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. **You also understand that you will be responsible for all costs incurred in providing roadside assistance to resolve these issues: locked keys, drained batteries due to lights being left on, and similar issues caused by "operator error or negligence."**

13. MISCELLANEOUS.

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. 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. **To the extent permitted by law, you: (a) release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle; and (b) 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.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.