



This Car Rental Agreement is entered into between CAR QUICK LLC and [\_\_\_\_\_] (“Renter”) of [\_\_\_\_\_] (“Address”) with a state ID of [\_\_\_\_\_] (“Drivers License”) (collectively the “Parties”) on [\_\_\_\_\_] (“Effective Date”). This Agreement outlines the respective rights and obligations of the Parties relating to the rental of a certain vehicle described herein. The parties agree that Renter shall not be considered an Agent of Car Quick LLC for any purpose and that Renter cannot assign delegate or transfer their obligations under the Rental Agreement or any discrete part thereof.

### 1. IDENTIFICATION OF THE RENTAL VEHICLE

Owner hereby agrees to rent to Renter a passenger vehicle identified as follows:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

VIN: \_\_\_\_\_

Color: \_\_\_\_\_

(Hereinafter referred to as “Rental Vehicle”).

### 2. RENTAL TERM

The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this agreement until the return of the vehicle to Owner, and completion of all terms of this agreement by both Parties. The Parties may shorten or extend the following estimated term of rental by written mutual consent.

\*Estimated start date: \_\_\_\_\_

\*Estimated end date: \_\_\_\_\_

### 3. MILEAGE

The current odometer reading for the Rental Vehicle is [\_\_\_\_\_]. Renter shall not exceed [\_\_\_\_\_] miles of driving otherwise an additional rate will be charged for the additional mileage used. The rate for extra mileage shall be [\_\_\_\_\_] per mile over the allotted mileage.

### 4. RENTAL FEES

Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:

\*Base fee: \_\_\_\_\_ per day(s).

\*Rental fee for days beyond the rental term: \_\_\_\_\_ per day over agreed upon term.

**NOTICE: UNDER ILLINOIS LAW, YOU MAY REQUEST, BASED ON AVAILABLE INFORMATION, AN ESTIMATED TOTAL DAILY RENTAL RATE, INCLUDING TAXES, FEES, AND OTHER CHARGES, OR AN ESTIMATED TOTAL RENTAL CHARGE, BASED ON THE VEHICLE RETURN DATE NOTED ON THIS AGREEMENT.**

In addition to the base fee, Renter also agrees to the following:

- a) Renter will also pay a reasonable fee for cleaning the car's interior upon return if any stains, dirt, odor, or soiling attributable to Renter's use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.
- b) If the key(s) or key fob(s) are not returned with the car, Renter may be charged additional fees for replacement.
- c) We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the car. Renter will pay an additional cleaning charge if Renter used a prohibited substance during Renter's use of the vehicle. Prohibited substances include, but are not limited to, cigarettes, marijuana, tobacco, and any form of e-cigarettes.
- d) Renter and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If Renter directs us to bill any such charges to a third party, Renter represents and warrants that they are authorized to do so on behalf of the third party.
- f) If Renter uses a car with automatic toll payment capability Renter will be charged the toll fee and an additional accounting fee.
- g) CAR QUICK LLC makes every effort to ensure that all prices and descriptions quoted are correct and accurate. However, in the case of a manifest error or omission, CAR QUICK LLC reserves the right to rescind the Rental Agreement, even if we have already accepted Renter's reservation and/or received Renter's payment. Our liability in that event will be limited to the return of any money that Renter has paid with respect to the reservation. In the case of a manifest error in which we permit Renter to keep said reservation, we reserve the right to require that Renter pay the difference between the quoted price and the correct price, as confirmed in writing by CAR QUICK LLC after the manifest error has been discovered. A "manifest error", as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by CAR QUICK LLC which is more than 15% less than the price that would have been quoted had the mistake not been made.

## 5. TAXES, SURCHARGES & FEES

Renter shall be responsible for the payment of all applicable taxes as well as any additional charges provided on the Rental Agreement which are over and above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs.

The following non-optional charges are mandatory under the terms of this agreement and are displayed separately from the base rental rate:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

#### **6. FINES, EXPENSES, COSTS AND ADMINISTRATIVE FEES**

Renter shall be responsible to pay or reimburse Car Quick LLC for all fines, penalties, interest, and court costs for parking, traffic, toll, and other violations, including storage liens and charges incurred in accordance with Renter's use of the Rental Vehicle in accordance with Illinois state law. Renter shall also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the car for any reason. Renter agrees that Car Quick LLC, in its sole discretion, may pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter shall reimburse Car Quick LLC for any said fees paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses Car Quick LLC incur as a result. Renter agrees and acknowledges that we cooperate with all federal, state/provincial, municipal, and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

#### **7. CHANGES**

Any change in the Rental Agreement or Car Quick LLC's rights must be in writing and signed by an authorized officer. Renter further agrees that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice to Renter, in paper or electronic form of communication provided. Such changes will apply to rentals that Renter reserves after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are sent through electronic means provided by Renter.

#### **8. AUTHORIZED DRIVERS**

Renter represents and warrants to CAR QUICK LLC that Renter is a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of the rental. Renter agrees that we have the right to verify that Renter's license has been validly issued and is in good standing (not suspended, revoked, or otherwise restricted in any way) as a condition precedent to each rental; and that Car Quick LLC may in our sole discretion refuse to rent to Renter if Renter's license is not in good standing. Car Quick LLC reserves the right to deny rentals based upon (i) information about Renter's license status, (ii) authenticity of Renter's driver's license or other credentials, (iii) the inability to verify Renter's identity or payment methods, (iv) Renter's driving record provided by the Motor Vehicle Department of the jurisdiction that issued Renter's license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credential that Car Quick LLC believes to be reliable. Car Quick LLC reserves the right to validate Renter's driving credentials and license good standing periodically without notice to Renter except as required by law. Except where otherwise specifically authorized by applicable law, only Renter, Renter's spouse or domestic partner, or, if Renter is currently renting from Car Quick LLC under Renter's employer corporate account agreement, Renter's employer or a regular employee incidental to business duties may drive the car (each a "Permitted Driver"), but only with Renter's prior written permission. Any Permitted Driver must be at least 25 years old and must also be a capable and validly licensed driver at all times during which such person is operating the car. Any person other than Renter or a Permitted Driver that operates the car must sign an additional driver form at the time of the rental. Car Quick LLC reserves the right to charge for each additional driver authorized to drive the car, which will be specified on the Rental Contract. Renter acknowledge that Renter will remain financially responsible under the Rental Agreement at all times even if the car is operated by a Permitted Driver or someone other than Renter.

#### **9. RETURN OF THE CAR**

Renter agrees to return the Rental Vehicle to Car Quick LLC in the same condition Renter received it, ordinary wear and tear excepted, on the date, at the time and to the location specified herein which shall be: \_\_\_\_\_ . Renter shall be responsible for returning it sooner on Car Quick LLC's demand. If Renter returns it earlier or later, a different or higher rental rate may apply and, if returned later, Renter may also be charged a late return fee. If you wish to extend any rental you

must contact us at \_\_\_\_\_ or use a method Car Quick LLC approves to request the extension before Renter's return date. Car Quick LLC may or may not grant an extension or decline to grant it for the entire period Renter requests, in Car Quick LLC's sole discretion.

#### Failure to Return / Conversion Clause:

1. The Renter agrees to return the Vehicle on or before the scheduled Return Date/Time, unless an extension is approved in writing in advance.
2. If Renter fails to return the Vehicle within 72 (seventy-two) hours after the scheduled Return Date without prior written notice and approval, the Renter shall be deemed to have unlawfully retained possession of the Vehicle under Illinois law.
3. In that event, Car Quick LLC may, at its option and to the extent permitted by applicable law, take any of the following actions:
  - a. Repossess the Vehicle at the Renter's expense (including towing, storage, recovery).
  - b. Charge the Renter for loss of use, fair market value (if unrecoverable), and all costs of recovery.
  - c. The Lessor may report the matter to law enforcement and pursue any civil or criminal remedies available in the State of Illinois.
4. The Renter shall also be in default and liable for all additional amounts under this Agreement, including late fees, penalties, and legal costs and attorney fees.
5. The Lessor must provide written notice of the default and demand for return before proceeding with repossession or reporting, unless local law allows otherwise.

#### 10. REPOSSESSING THE CAR

Car Quick LLC may repossess the Rental Vehicle in accordance with Illinois law, provided that repossession is conducted without breach of the peace or violation of any applicable consumer protection laws, for reasons that include but are not limited to the following: Rental is not returned as at when due, the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement or appears to be abandoned. Renter agrees that Car Quick LLC need not notify Renter in advance and that Car Quick LLC may take any actions reasonably necessary to obtain possession of the car. If the car is repossessed, Renter agrees to pay or reimburse Car Quick LLC for the actual and reasonable costs incurred by Car Quick LLC to repossess the car. Renter agrees that such costs will be charged to the credit or debit card or account Renter used to rent the car. Renter will also forfeit the security deposit if the Rental Vehicle is repossessed.

#### 11. DAMAGE TO/LOSS OF THE CAR

If the Rental Vehicle is lost or damaged Renter is responsible and Renter will pay Car Quick LLC the value of the Rental Vehicle if lost or the cost of the damage sustained to the car regardless of cause, and regardless of who caused it, in accordance with Illinois state law. If the Rental Vehicle is damaged, Renter will pay Car Quick LLC's estimated repair cost, or if, in Car Quick LLC's sole discretion, Car Quick LLC determines to sell the car in its damaged condition, Renter will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds, in accordance with Illinois state law. Where permitted by law, Renter authorizes us to charge Renter for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of Renter's rental charges at the time of return. If the car is stolen and not recovered Renter will pay us the car's fair market value before it was stolen. As part of Car Quick LLC's loss, Renter agrees to also pay for loss of use of the car, without regard to Car Quick LLC's fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If Renter's responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefit, Renter authorizes us to contact the benefit provider directly on Renter's behalf and Renter hereby assigns all of Renter's benefits directly to Car Quick LLC to recover all consequential and incidental damages, including but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If Car Quick LLC collects its loss from a third party after

we have collected its loss from you, Car Quick LLC will refund the difference, if any, between what Renter paid and what Car Quick LLC collected from the third party. Renter understands that Renter is not authorized to repair or have the car repaired without Car Quick LLC's express prior written consent. If Renter repairs or has the car repaired without Car Quick LLC's consent, Renter will pay the estimated cost to restore the car to the condition it was in prior to the rental. If Car Quick LLC authorizes Renter to have the car repaired and the cost of repair is Car Quick LLC's responsibility, Car Quick LLC will reimburse Renter for those repairs only upon written receipt of the paid invoice.

## **12. PROHIBITED USE OF THE CAR**

**Certain uses of the Rental Vehicle and other actions Renter or a driver may take, or fail to take, will violate the Rental Agreement. A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE THE RENTAL AGREEMENT AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT RENTER HAS ACCEPTED, INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS INSURANCE, ANY ROADSIDE ASSISTANCE PLAN, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER (LDW) OR PARTIAL DAMAGE WAIVER. IT ALSO MAKES RENTER LIABLE TO CAR QUICK LLC FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT CAR QUICK LLC MAY INCUR.**

It is a violation of this Paragraph and the Rental Agreement if any of the following occurs:

A. Renter uses or permits the car to be used: 1) by anyone other than an authorized driver, as defined in paragraph 5; 2) to carry passengers or property for hire or more passengers than the car has seat belts to carry; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol, any controlled substance, including without limitation, any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; 7) recklessly or while overloaded; or 8) if the car is driven into Mexico without Car Quick LLC's express written permission.

B. Renter or an additional driver, whether authorized or not: 1) fails to promptly report to CAR QUICK LLC any damage to or loss of the car when it occurs or when Renter learns of it and provide Car Quick LLC with a written accident/incident report or fail to cooperate with Car Quick LLC's investigation; 2) Where required by law, failing to report an accident to law enforcement; 3) obtained the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys (or key fobs) or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; or 5) intentionally, negligently or with willful disregard cause or allow damage to the car.

C. Renter or an additional driver, whether authorized or not return the car after hours and the car is damaged, stolen or vandalized or Renter otherwise fails to take reasonable steps to secure the car, its keys, key fobs, or other remote entry and starting devices. D. Driving or operating this car while using a hand-held wireless communication device or other device that can receive or transmitting telephonic communications, electronic data, mail, or text messages.

## **13. FUEL SERVICE CHARGE**

Most rentals come with a full tank of fuel, but that is not always the case. Renter may avoid a fuel service charge if Renter returns the car with the fuel tank as full as when Renter received it and, if requested by Car

Quick LLC, present a receipt for Renter's fuel purchase. If you put fuel into the car, Renter must use the correct fuel. If unsure call the company officer and ask. Failure to use the correct fuel may result in damage to the Rental Vehicle and in that event, Renter agrees to reimburse Car Quick LLC for any damage sustained due to the failure to use the correct fuel.

#### **14. PROPERTY IN THE CAR**

Car Quick LLC is not responsible for loss of, theft, or damage to any property in or on the car, in any service vehicle, such as a transit van or bus, on Car Quick LLC's premises, or received or handled by Car Quick LLC, regardless of who is at fault. Renter will be responsible to Car Quick LLC for claims by others for loss or damage caused by Car Quick LLC property.

#### **15. INSURANCE**

The Renter must provide proof of valid automobile insurance at the time of rental that meets or exceeds the minimum liability coverage required by the State of Illinois, including bodily injury and property damage coverage. This insurance must remain in full effect throughout the rental period and must cover damage to or loss of the Rental Vehicle, personal injury or death to the Renter, passengers, and third parties, as well as property damage to others. The Renter's insurance shall be considered primary during the term of this Agreement. If the Renter's insurance is insufficient, invalid, or lapses at any time, the Renter shall be fully responsible for all resulting costs, damages, and liabilities arising from the use or possession of the Rental Vehicle. In the event the Rental Vehicle is damaged or destroyed while in the Renter's possession, the Renter agrees to pay any applicable insurance deductible and hereby assigns all rights to collect insurance proceeds to Car Quick LLC for the purpose of covering repairs, replacement, or any related expenses.

#### **16. INDEMNIFICATION**

Renter agrees to indemnify, defend, and hold harmless Car Quick LLC from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or related to the renter's use, operation, possession, control of the rental vehicle, or any other action performed in accordance with this Rental Agreement during the term of the agreement, except to the extent that such claims, losses, or damages arise from Car Quick LLC's own negligence, willful misconduct, or failure to maintain the rental vehicle in a safe operating condition. The renter shall also be responsible for payment of any parking tickets, moving violations, toll charges or other citations received while the Rental Vehicle is in their possession.

#### **17. COLLECTIONS**

If Renter fails to pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the car including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, Renter agrees to the following: a) Renter shall be required to pay a late charge of 1 & 1/2% per month on the past due balance (not to exceed the maximum rate permitted under Illinois law) or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) Renter shall be required to also pay for any costs that Car Quick LLC incurs in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, Renter authorizes Car Quick LLC and Car Quick LLC's collection agent, to contact Renter or Renter's employer, at Renter's place of business about the payment of any past due Charges or Costs.

#### **18. REPRESENTATIONS AND WARRANTIES**

Car Quick LLC represents and warrants that to the best of Car Quick LLC's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner. Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

#### **20. ENTIRE AGREEMENT**

This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below. There are no refunds for cancellations once vehicle is reserved or if vehicle breaks down during the course of the rental. CAR QUICK LLC will be happy to extend the rental period to accommodate lost time; however, in the event that the damage was due to negligence on the part of the renter, CAR QUICK LLC reserves the right to cancel the remainder of the rental without issuing a refund. If the mechanical breakdown was due to a lack of maintenance on the part of CAR QUICK LLC, reasonable care will be taken to extend the rental period or provide a substitute vehicle.

#### **21. LAW & JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising under or in connection with this Agreement shall be brought exclusively in the courts of Will County, Illinois.

#### **22. CUSTOMER SERVICE CONTACT**

For 24-hour roadside assistance, customer service, or to obtain the telephone number of the rental location, please call \_\_\_\_\_.

#### **23. SEVERABILITY**

If any term, clause, or provision of this Rental Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable under any Illinois state law, the invalidity or unenforceability of that specific term, clause, or provision shall not affect or impair the validity or enforceability of the remainder of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect as if the illegal, invalid, or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on day and year first above written.

Renter's name: \_\_\_\_\_

Date: \_\_\_\_\_

Renter's signature: \_\_\_\_\_

Officer's name: \_\_\_\_\_

Date: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_