

RENTAL AGREEMENT: TERMS AND CONDITIONS

NV WARNING: NEVADA REVISED STATUTE SECTION 205-312 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 72 HOURS AFTER THE LEASE OR RENTAL AGREEMENT HAS EXPIRED, THAT PERSON MAY REASONABLY BE INFERRED TO HAVE EMBEZZLED THE VEHICLE." RENTER AGREES BY HIS/HER SIGNATURE ON THE FACE HEREOF THAT HE/SHE HAS READ AND IS AWARE OF THE FOLLOWING TERMS AND CONDITIONS CONCERNING THE USE OF THE VEHICLE AND ACCEPTS FULL RESPONSIBILITY HEREIN.

This contract is the entire agreement between Renter and Owner. It is agreed that these terms are contractual and cannot be altered by another document or oral agreement. The owner makes no warranties, express, or implied. Renter authorizes Owner to verify through credit agencies or other sources, personal and credit information provided by Renter. Time is of the essence of this agreement. As used herein "car" means automobile, van, or truck. "Owner" means Owner or Owner's representative, as noted on the front of this agreement. The owner is an affiliate of CYB Exotics which owns all rights to CYB Exotics names and marks. Renter expressly acknowledges that Renter and Owner are the only parties to this Rental Agreement, notwithstanding that a reservation for the rental vehicle may have been arranged by a third party, that a third party may pay for all or part of the rental bill and/or that a third party may negotiate certain terms of the rental including but not limited to the type of vehicle, length of rental, rental rate and/or selection of optional products. Renter understands that Renter is the sole lessee and is solely responsible for compliance with all terms and conditions of this Rental Agreement.

1. OWNERSHIP, CONDITION OF CAR, TERM OF CONTRACT, USE OF OR OPERATION OF VEHICLE: Renter acknowledges vehicle is the property of Owner, although the registered title may be in a third party, and acknowledges he received the car in good physical and mechanical condition. Renter is responsible for the condition of the car until the Owner has

checked in the car. Renter agrees to return the car to Owner in the same condition as received, on return date stated on a reverse or upon demand of Owner, ordinary wear and tear accepted. If Renter returns vehicle during non-business hours or to any other place other than the original rental branch, Renter is responsible for any and all damages unless damage waiver applies, and/or rental charges until an employee of CYB Exotics checks in the vehicle. Renter agrees not to use car for transportation of persons or property for hire, nor carry passengers in excess of the number of seat belts provided by the manufacturer, nor remove the seats from the vehicle if it is a passenger car, nor use in violation of any law, ordinance or regulation governing the use or return thereof, nor remove from the State of rental without written consent of Owner. RENTER EXPRESSLY AGREES TO PAY TO OWNER ON DEMAND:

1. The mileage charge computed at the rate specified below for miles traveled by car during the period of rental,
2. Service and time charges at the rate specified on reverse plus other charges if applicable, even if billing or statement is sent to any other company, individual, or insurance organization. Service charges may include a surcharge, which represents a portion of expenses Owner incurs in the rental of each car. These charges are calculated as a percentage of mileage, time and drop charges. If the agreement below indicates "calendar day", any fraction of a calendar day for any item shall be charged as a full day. If the reverse of the agreement indicates "24-hour day" any full 24 hour period will be charged a full day. After the first full day any partial 24-hour period will be charged at the hourly rate for the hours over a 24-hour increment or the daily rate whichever is less,
3. The value of tires, tools, and accessories lost or stolen from car,
4. Any fine or legal violation including administrative fees, against the car, driver, or Owner during this contract, except for Owner's fault,
5. A three percent (3%) per month carrying charge on all charges not paid within thirty (30) days after the end of the rental or the maximum allowed by state law, 6. Smoking or the use of illegal substances in our vehicles is strictly prohibited and constitutes a violation of this rental agreement. A charge of up to \$500.00 may apply for cleaning and/or repair if the policy is violated or the vehicle is excessively dirty or disrespected or the Renter has smoked in the vehicle. A charge of \$250 per wheel will be applied to any wheel that has curb damage.

7. All rentals must be returned to the following location: 4490 Delancey Dr Unit 8, Las Vegas NV 89103. If Renter returns a vehicle during non-business hours or to any place other than the CYB Exotics location the renter is responsible for any and all damages until an CYB Exotics representative checks in the vehicle. A \$50.00 Valet Fee will be applied to any vehicles left in a valet requiring retrieval. If Renter returns a vehicle after the designated return time the Renter is granted 15 minutes grace period. Late fees shall accrue \$149.00 first hour and then a full daily rate thereafter.
 8. The Renter understands that a refund will only be issued if the cancellation is within 48 hours from the original booking date and time. After 48 hours, the renter will receive a credit valid for one year from cancellation date. Walk-in bookings will not receive any refunds or credit. If renter decides to return the vehicle early there will not be any refund or credit applied to the renter.
 9. The Renter is responsible for any and all missing items that were in the car before the rental began. A \$50.00 Cable Replacement Fee will be applied to any vehicles returned with missing iPod cables, smartphone cables, navigation unit cables, or aux chords. A \$250 Navigation unit replacement fee will apply to any damaged or missing Garmin navigation units.
 10. All expenses incurred by Owner in the collection of monies due Owner per this agreement or, in regaining possession of the car or in enforcing any term or condition of this agreement, including attorney's fees, administrative fees, and costs. All charges are subject to final audit.
 11. All damage to a car and resultant loss and expenses to Owner in accordance with Nevada Revised Statutes Section 482.3154 if damage waiver is not purchased, or not paid for.
 12. No refunds or credits are given for vehicles returned with more fuel than when rented.
2. MINIMUM AGE REQUIREMENT for operating our vehicle(s) is 25 years of age. 3. BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES: Owner does not provide, extend, or afford any insurance coverage to the renter, passenger, or authorized operator through this agreement. Owner's financial responsibility is expressly limited to those applicable provisions of the motor vehicle financial responsibility laws of the state in which the vehicle is operated. Renter assumes full responsibility for any damage to, destruction, or loss of property transported by or in the rented vehicle.

4. WAIVER AND REJECTION OF PERSONAL INJURY PROTECTION AND UNINSURED/UNDER INSURED MOTORIST PROTECTION: Personal Injury Protection and Uninsured/Under Insured

Motorist Protection is neither contemplated nor provided as part of this agreement. Renter expressly rejects and waives any Uninsured/Under Insured Motorist Protection and Personal Injury Protection from Owner. If, and notwithstanding the foregoing, the Owner is required by law to provide Uninsured/Under Insured Motorist Protection or Personal Injury Protection to the renter or authorized driver or any other individuals, the Owner will provide such protection but only up to the minimum limits required by the state in which the vehicle is being operated, and renter expressly waives and rejects Uninsured/Underinsured Motorist Protection and Personal Injury Protection limits in excess of the minimum limits and has expressly elected protection in the minimum limits.

5. PERSONAL ACCIDENT INSURANCE (PAI): PAI does not cover third parties for damage or injuries. Coverage is limited to reimbursing Renter, driver, or passengers for expenses incurred; is applicable only if Renter requests coverage by initializing the applicable block on a face of this agreement and is subject to terms and conditions in the actual policy. PAI is not automobile Liability Insurance.

6. **75 FREE MILES ALLOWED PER 24 HOUR RENTAL PERIOD.** If more than 75 miles are driven, there will be a charge of \$2.00 - \$4.00 per mile depending on the vehicle rented.

7. NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER:

Renter is responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value for replacing the rented car, loss of use, diminished value, administrative fees, towing, storage, and impound fees. Renter is responsible for theft or resultant vandalism unless the renter returns the original keys and files an official theft report with law enforcement authorities within 24 hours. The owner is responsible for the first \$500.00 of any non-theft related vandalism. Renters own insurance may cover all or part of his financial responsibility for the rented vehicle. The renter should check with their insurance company to find out about their coverage. The Owner will hold Renter responsible for anything over \$500 in damages if Owner offers and Renter purchases an optional damage waiver. But damage waiver will not protect renter if;

Damage or loss results from an authorized driver's (i) intentional, willful, wanton or reckless conduct, (ii) operation of the car under the influence of drugs or alcohol in violation of NRS 484.379, (iii) towing or pushing anything, or (iv) operation of the car on an unpaved road if

the damage or loss is a direct result of the road or driving conditions, or (v) damage occurs because of the use of tire chains; Damage or loss occurs while the car is (i) used for commercial hire, (ii) used in connection with conduct that could be properly charged as a felony, (iii) involved in a speed test, contact or in driver training activity, (iv) operated by a person other than an authorized driver; Any authorized driver (i) provided fraudulent information to the rental company or (ii) provided false information and Owner would not have rented the car if it had instead received true information. In the event of theft, any authorized driver fails to produce the original ignition key furnished by the rental company. In the event of theft, any authorized driver fails to report the theft to a law enforcement agency within 24 hours of learning of the theft.

The cost of an Optional Damage Waiver is no more than \$199.00 for each day. The acts listed in paragraph 10 are a breach of the Rental Agreement; any breach of the Rental Agreement voids any insurance coverage. We do not currently offer an Optional Damage Waiver. Any and all damage to the vehicle rented will be the responsibility of the Renter and/or their insurance company.

8. RENTER'S INDEMNITY PROVISION: Renter shall defend, indemnify, and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs and expenses connected with the possession or use of the rental car, including, but not limited to claims of or liabilities to third parties resulting from Owner's derivative liability pursuant to Nevada Safety Responsibility Act Sections 485 et seq., or from the abandonment, conversion, concealment, or unauthorized sale of the car or confiscation of the car by government authority, for any unlawful or improper use.
9. RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT CREDIT CARD, OR DEBIT CARD, VOUCHERS IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY AT THE TIME THE CAR WAS RENTED, INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT.
10. POWER OF ATTORNEY: Renter hereby grants and appoints to Owner a Limited Power of Attorney to present insurance claims for damage, losses, and expenses to renter's insurance carrier if the rented vehicle is damaged during the term of this rental agreement; and to endorse Renter's name on insurance payments for charges or damages.
11. The Owner is not responsible for any personal property left in the vehicle when Renter returns the vehicle other than to use reasonable care in holding the property for Renter. 12. The Owner is not responsible or liable in any manner for loss of, or damage to property left, stored,

or transported in or on the rented vehicle, either before or after the return of the vehicle to Owner, regardless of any negligence of Owner or Owner's representatives. Renter expressly waives all claims against Owner by reason hereof and agrees to indemnify Owner against any and all expenses and costs therefrom.

13. If any provision of this rental agreement is unlawful, contrary to public policy, void or unenforceable, remaining provisions shall continue in full force and effect.
14. Renter acknowledges that Owner cooperates with federal, state, and local law enforcement officials and that Owner may provide information concerning this rental transaction to such law enforcement officials.
15. If payment of any portion of any amount owed by Renter under this rental agreement is authorized by an insurance company in connection with an insurance claim by Renter, Renter hereby assigns to Owner Renter's right to receive the amount of such authorized payment under such insurance claim. Renter acknowledges and understands that only those amounts actually paid by such insurance company to Owner with respect to such insurance claim will reduce the amount owed by Renter to Owner under this rental agreement.
16. BY SIGNING BELOW I AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

While in possession of the vehicle, the renter(s) will be responsible for the following:

- I will not ABUSE or MISUSE the rental vehicle during my rental period.
- If the vehicle has been confiscated by the authorities due to reckless driving, DUI, or any other legal infraction; I am 100% responsible for any fees incurred.
- All vehicles are NOT ALLOWED on DIRT or Unpaved Roads. No Off-roading. Vehicles taken off paved roads are subject to a \$300 cleaning fee.
- Rock chips and or cracks to the windshield. Estimated repair/replacement of \$50-\$10,000. Please avoid following too closely behind any vehicle.
- Wheel scuffs / Scratches / Chips. Estimated repair of \$75-\$500.
- Bent / Cracked Wheels. Estimated replacement of \$500 or more.
- All vehicles' tires will be checked with a tire tread dept gauge before and after the rental. The customer will be responsible for the replacement of the tires of \$350 or more if there are signs of Excessive wear/ Burnt rubber/ or Any Damage.
- Punctured / Blown Tire. Estimated repair/patch of \$50-\$150. Estimated replacement of \$350

or more.

- I will NOT EAT or DRINK (Alcohol, Soda, Coffee) inside the vehicle.
- I will NOT SMOKE (Marijuana, Vape, or any Tobacco Products) inside the vehicle. If so, I will be charged a minimum of \$250 to deodorize the vehicle.
- All vehicles will require Premium Fuel, please keep your receipt if you add fuel. Failure to fill the vehicle back to the same level of fuel the vehicle left with will result in a gas fee of \$50 or more.
- Renters are entitled to a 15-minute grace period, any returns that go beyond the time allotted for the grace period are subject to additional charges.
- Vehicles may not be subleased or driven by anyone not authorized on the rental agreement. If anyone who is not authorized or qualified to drive/rent the vehicle and is found driving while not permitted or on the contract, the person on the contract is subject to a \$250 fee and or the possibility of taking the vehicle away.
- Please abide by all state and traffic laws. We encourage all our clients to enjoy a nice scenic drive in a luxury or exotic vehicle. We do not encourage, nor do we allow reckless driving or driving at excessive speeds. We monitor all our vehicles with a GPS system. If we are notified of excessive speeds, you will be warned 1 time to slow down and obey traffic laws. If we must call you again, you will be subject to a \$250 fee and or have the vehicle taken away.

Accident reporting procedure:

- Any accident will be reported to CYB Exotics immediately; and
- Gather as much information as possible from the other party involved in the accident, for example, name, contact information, driver's license number, state in which the driver's license was issued, vehicle information if any, license plate number if any, insurance information and police report if any.
- All information will be disclosed to CYB Exotics immediately upon return.

We wish you an amazing trip! Please drive safely!

- CYB Exotics