

SHORT AUTO TERM RENTAL AGREEMENT
CYB Inc. dba CYB Exotics

RENTER INFORMATION

Name:

VEHICLE INFORMATION

Vehicle No:

Driving License No:

Ic No:

Hp No:

Model:

Rental period:

Hours ____ days _____

Residence Tel No:

Pick up

Address:

Emergency Contact Name:

Contact No:

Drop off

Date:

Time:

Mileage:

(Odometer)

Place:

Relation:

REMARK / OTHER INFORMATION

Alarm

Collision Damage Waiver (CDW)

CDW will be affected to subject to availability of
police report missing items or accessories are not
protected by purchase of CDW

Type of

Rate

Duration
Total
Signature
vehicle
/ day
< 1.0 cc

Alarm Remote

< 1.6 cc

Air Conditioner
 Radio/CdPlayer

Tool bag

Note:

Jack & Handle

RENTAL CHARGE

Spare wheel & tyre

Rate
Duration
RM
/day
RM
/week
RM
/month
Sub Total
Refundable deposit (RSD)
Collision Damage waiver (CDW)
Total Charges

We have read and agree to the terms and conditions on both sides of this rental agreement. I hereby authorize you to bill me for the charges including parking or traffic violation tickets which may have been incurred during the rental period. My signature below will be considered to have been made on credit card voucher which may be subsequently printed and unsigned.

.....
HIRER'S SIGNATURE

SUMMONS CHECK: POLICE / JPJ / DBKU/ MBKS

DATE:

TIME:

YES

NO

STAFF NAME:

RM

RETURNED AS DESCRIBED ABOVE

Date:

Date:

.....
Hirer / Representative

.....
Staff Name

IMPORTANT TERMS & CONDITIONS

Surcharge may apply for vehicle not returned in the renting location.

In case of car theft, the Renter is liable for negligence of loss and it is also subject to the conditions CDW.

The renter is liable for all parking & driving violations and must turn in a copy of all summons /tickets with full payment upon check-in.

The renter is responsible for missing item / car accessories or loss of keys and will be charge accordingly.

The renter agrees not to permit use of vehicle by any other person without obtaining Owner's prior written permission.

Please inform our renting office for extension of rental or else the vehicle will not be insured after the expiry of rental period.

rented car is prohibited from being driven outside the State of Nevada. The car has a geolocation device installed to track its location

RENTAL AGREEMENT TERMS AND CONDITIONS

This is an agreement between the prospective hirer identified on page 1 (you) and the company identified on page 1 (the company) to rent the motor vehicle described on Page 1 including all accessories, tools, tyres and equipment and any replacement vehicle (the vehicle). 1. VEHICLE CONDITION AND RETURN

This vehicle was delivered to you in good operating condition and with the seal on the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear and tear NOT INCLUDING WINDSCREEN DAMAGE) together with

all tools, tires and accessories and equipment to the location specified and on the date there specified (or

sooner, if demanded by the Company). The Company may take possession of the vehicle without demand and at your expense, if it is illegally parked, used in violation of the law or of this Agreement or it is apparently abandoned. If the seal of the odometer is broken the persons responsible will be reported to the appropriate authority and you are responsible for extra charges based on 75 miles per day at \$2.00-\$4.00 per mile. Windscreen Insurance only applies to front windscreen (stone damage). No refunds given for early return. Note: The Company must be notified and agree to any extension of the period of hire beyond that stated on Page 1 of the agreement in advance of the return date and time or the vehicle will be immediately reported as stolen.

2. UNAUTHORIZED AND PROHIBITED USE

Persons who must drive the vehicle

a)

A person who is not identified on Page 1 or has not been identified in writing to the Company or approved by the company in writing.

b)

A person who is not licensed for that class of vehicle.

c)

A person whose blood alcohol concentration exceeds the lawful percentage. d)

A person who has given or for whom you have given a false name, age, address of drivers license details.

e)

A person, whose driver's license has been canceled, endorsed or suspended within the last three years.

f)

A person who has held a drivers license for less than two years.

CIRCUMSTANCES IN WHICH AND/OR FOR WHICH THE VEHICLE

MUST NOT BE USED

g)

Outside the area of use limitations shown on Page 1.

h)

On unsealed roads or off road conditions unless authorized by us in writing or on the rental agreement.

i)

To carry persons for hire or to carry any inflammable, explosive or corrosive materials.

j)

To propel or tow any vehicle, trailer, boat or other object unless the Company has authorized such use in writing.

k)

To carry any greater load and/or more persons than is lawful or use in manner or for a purpose other than for which it was designed and constructed. l)

To carry any animal or pet in the vehicle unless authorized in writing or on the face of this agreement.

m) For racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.

n)

In a dangerous manner.

o)

In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose

3. FINANCIAL OBLIGATION

Special Note: Joint hirers and all drivers are severally responsible under this agreement YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE AGREEMENT OF PAGE 1 YOU AUTHORIZE THE COMPANY TO DEBIT THE CREDIT CARD PROVIDED OR ANY OTHER CREDIT CARD PROVIDED (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES.

a)

All rental charges specified on Page 1

b)

All charges claimed from the Company in respect of parking or any other traffic violations incurred during the period of hire or until such later time as the vehicle is returned to the Company.

c)

All loss or damage to the motor vehicle (including loss of use) legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and Company service charges where

d)

Any condition of this agreement, and in particular condition 2, or any special condition of Page 1 has been breached;

e)

The vehicle is involved in a single vehicle incident (or not under control of an authorized hirer at the time of loss) unless the Company waives such loss to a single vehicle incident liability amount shown on page 1 (which amount will apply in addition to the standard liability charge noted on Page 1). A single vehicle incident is defined as any incident where the vehicle suffers loss or damage as a result of an impact with any or all objects whether animate or inanimate except another vehicle which can be fully identified and all details provided;

f)

You have left the vehicle unlocked or left the keys in the vehicle;

g)

You have not kept the key the key secure and under your personal control. Minimum replacement key charge is \$300.00;

h)

The under body of the vehicle is damaged regardless of cause when no other vehicle is involved;

The vehicle is totally or partially immersed in water regardless of cause.

The interior of the vehicle is damaged regardless of cause when no other vehicle is involved;

The tires of the vehicle are damaged other than by normal wear;

The vehicle or any third party property is damaged by driving it under or into an object lower than the height of the vehicle;

You have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you became aware;

The vehicle is damaged by loading or unloading, other than by normal wear; You failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment;

Vehicles returned late will incur a per hour surcharge;

A cleaning fee of up to RM100.00 will be applied for excessively dirty vehicles. Special Note: if you have paid by use of credit card or directed the Company to bill to some other person, corporation, firm or organization who or which fails

to make payment when due, you will immediately pay the full amount due to the Company on demand.

4. DAMAGE COVER

If you act within the terms and conditions of this agreement the Company will grant damage cover (including legal costs incurred with our consent) for you benefit in respect of damages to the vehicle or third party damage other than property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This cover is subject to:

a)

Your payment of the damage/loss liability charge stated on Page 1. b)

You not having acted or having caused any other person to have acted in any manner which is in contravention of this agreement including the special conditions on Page 1.

c)

You're not being covered under any policy of insurance.

d)

You're providing such information and assistance as may be requested and, if necessary, by authorizing the Company Insurer to bring, defend or settle legal proceedings, but the company shall have sole conduct of proceedings. 5. GENERAL PROVISIONS

a)

You will promptly report any incident involving loss or damage to the vehicle while rented under this agreement to the Company location where the vehicle was hired and will deliver to the Company immediately, every summons, complaint or paper in relation to such loss

b)

You release and hold harmless the Company (and its agents or employees) from all claims for loss or damage to their personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the company at any time before, during or after this rental period, whether due to the company's negligence or otherwise.

c)

Except as provided by law no driver or passenger in the vehicle shall be or deemed to be agent, servant or employee in any manner or purpose whatsoever

d)

THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT; IT'S MERCHANTABILITY FOR ANY PARTICULAR PURPOSE.

e)

No right of the Company under this agreement may be waived except in writing by an officer of the Company.

f)

Words used in this agreement to denote any gender shall include all genders, singular words include the plural, and noted on Page1.

g)

The Company shall NOT be held liable for any injury, damages or any other occurrence as a result of child restraints not being correctly fitted or used. 6. FUEL

The vehicle must be returned with the amount of fuel equal to that at the time of the rental. If the vehicle is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been noted on Page 1.

Terms of use

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 21 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. **100 FREE MILES ALLOWED PER 24 HOUR RENTAL PERIOD.** If more than 100 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. Renter

Name_____

Renter Signature_____ Date_____