



VEHICLE USE AGREEMENT FACE PAGE

CUSTOMER INFORMATION				RO#	Unit#	RA#									
Customer			Birth Date	Service Advisor PO											
Home Address				VEHICLE INFORMATION											
City		State	Zip	Date and Time	OUT	Date and Time IN									
Driver's License No.		State	Expires	Date and Time	DUE IN	Electric Vehicle <input type="checkbox"/> Yes <input type="checkbox"/> No									
Telephone		E-Mail Address		Vehicle VIN											
ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.				Plate/Tag No. State											
Additional Driver's Name			Birth Date	Year Make											
Driver's License No.			State Expires	Model Color											
Additional Driver's Name			Birth Date	Please select one: <input type="checkbox"/> Service Replacement Vehicle <input type="checkbox"/> Other Vehicle											
Driver's License No.			State Expires	Miles Allowed											
CUSTOMER INSURANCE INFORMATION				INSURANCE VERIFIED											
Insurer		Policy No.	Exp. Date	Full Coverage Including Liability and Physical Damage: <input type="checkbox"/> Yes <input type="checkbox"/> No											
Agent		Telephone													
Insured Vehicle Year/Make/Model/Color															
License No.		State													
<p>You are required to return the Vehicle with at least the same amount of fuel (gas-powered vehicle) or battery charge/range (EV) as when rented. If you do not return the Vehicle with at least the same amount of fuel or charge/range, you will be charged a refueling fee of \$ _____ plus fuel @ \$ _____ per gallon (gas-powered vehicle), or a recharging fee of \$ _____ (EV).</p> <p>The following are "Prohibited Uses": Use by an unauthorized driver; smoking, vaping or use of tobacco products in the Vehicle; use of the Vehicle by anyone under the influence of alcohol or prescription or non-prescription drugs; and carrying persons or property for hire or providing transportation network company or other transportation services. See Paragraph 6 of the Terms and Conditions for other Prohibited Uses and additional information.</p> <p>By signing below, you: agree to the terms and conditions of this Agreement as set forth on this Face Page, the Vehicle Condition Report, and all pages of the Vehicle Use Agreement Terms and Conditions; acknowledge that you had an opportunity to read the entire Agreement before signing; represent that you are a capable and validly licensed driver; authorize us to process a separate payment card voucher in your name for all Charges, including Tolls and Violations, and to release your billing/rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; agree that binding consideration exists, as further described in Section 2 of the Vehicle Use Agreement Terms and Conditions; authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our final audit; and agree to our collection and use of vehicle data and texting and calling terms as described in Paragraphs 12 and 13 of the Vehicle Use Agreement Terms and Conditions. ALL CHARGES SUBJECT TO FINAL AUDIT.</p> <p>Customer _____ Date _____</p>				FUEL OUT		F	7/8	3/4	5/8	1/2	3/8	1/4	1/8	E	
				FUEL IN		F	7/8	3/4	5/8	1/2	3/8	1/4	1/8	E	
				EV OUT		% Battery Charge									
				EV IN		% Battery Charge									
				RATES DO NOT INCLUDE FUEL						CHARGES					
				HOURS: _____ @ \$ _____ PER HOUR											
				DAYS: _____ @ \$ _____											
				WEEKS: _____ @ \$ _____											
				MILES: _____ @ _____ ¢ PER MILE											
				TOTAL TIME & MILEAGE CHARGES ➔											
TAXABLE FUEL _____ GAL. @ \$ _____															
EV RECHARGING FEE: _____															
TAXABLE SUB-TOTAL ➔															
TAX @ _____ %															
NON-TAXABLE FUEL _____ GAL. @ \$ _____															
EV RECHARGING FEE: _____															
CUSTOMER DEPOSIT															
SUB-TOTAL ➔															
REFUND DUE CUSTOMER															
TOTAL CHARGE ➔															
METHOD OF PAYMENT						REFUNDED									
<input type="checkbox"/> CHECK						\$ _____									
<input type="checkbox"/> AMEX <input type="checkbox"/> MC						CUSTOMER INITIALS X _____									
<input type="checkbox"/> VISA <input type="checkbox"/> OTHER															
# _____															
<input type="checkbox"/> CARD VERIFIED															

VEHICLE REPORT

Condition OUT:

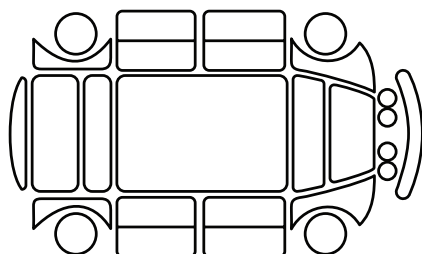
CUST INT:

DATE:

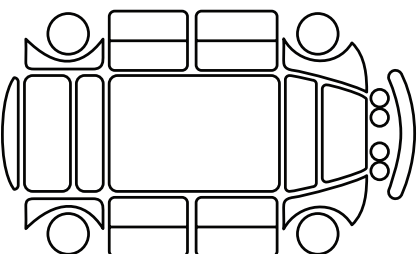
Condition IN:

CUST INT:

DATE:



Interior Damage: _____



Interior Damage: _____

Multi-State Vehicle Use Agreement Terms and Conditions ("Terms and Conditions")

1. **Definitions.** "Agreement" means all terms and conditions found on the "Face Page" and on all pages of these Terms and Conditions. "Charges" means the fees and charges that are incurred under this Agreement. "Daily Vehicle Rate" means your daily time and mileage fee. For Service Replacement Vehicles, the Daily Vehicle Rate is the daily time and mileage fee that we typically charge for vehicles of the same type as the Vehicle. "Diminished Value" means the actual or perceived loss in market value or resale value which results from a direct or accident loss. "Including" or "Includes" means "including (or includes), but not limited to," "including (or includes) without limitation," and similar constructions. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. "Rental Period" means the period from the time you take possession of the Vehicle until the time that the Vehicle is either returned to or recovered by and checked in by us. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that you have given us the opportunity to service or repair ("Service Replacement Vehicle"). "Vehicle License Fee" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs. "We," "us" or "our" means the independent automobile dealer or its affiliate named elsewhere in this Agreement. "You" or "your" means the person identified as the Customer on the Face Page, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer's direction. You are jointly and severally bound by this Agreement.

2. **Nature of Contract; Consideration.** This Agreement is a contract for rental of the Vehicle offered to you, and is a transfer of possession and use of the Vehicle only. You agree that you are not our agent for any purposes, and that you may not assign or transfer your obligations or sublease the Vehicle. By signing the Face Page, you agree to all terms and conditions of this Agreement and acknowledge that binding consideration exists, as follows: our opportunity to service or repair a vehicle you left with us; financial benefits we receive from others for the service/repair work; financial benefits we receive from others to obtain and use this Vehicle as a Service Replacement Vehicle; a fee you pay us; and/or the rights and obligations of this Agreement.

3. **Authorized Drivers.** You understand that for purposes of this Agreement, "Authorized Driver" means: (a) the Customer and the Customer's spouse or domestic partner; (b) additional drivers listed by us in this Agreement; (c) if the Customer is a business entity, "Authorized Driver" includes Customer employees who are permissible drivers on the business entity's auto insurance policy; and (d) any person specifically authorized to drive the Vehicle under applicable motor vehicle rental law. Each Authorized Driver must possess a valid driver's license and be at least age 21, except that if the Vehicle is a Service Replacement Vehicle, and the Customer is the registered owner of a vehicle left with us for service or repair, then the Customer and the Customer's spouse or domestic partner must be at least age 18. **Authorized Drivers are the only persons who are permitted to drive the Vehicle.**

4. **Inspection; Condition and Return of Vehicle; No Warranties.** You agree that you are renting the Vehicle "As Is," and that you had an opportunity to inspect it before leaving the premises. You must return the Vehicle: (a) to our office on the date and time specified on the Face Page (or sooner upon our demand); (b) in the same condition that you received it (except for ordinary wear); and (c) with at least as much fuel as when rented (unless we offer, and you purchase, pre-paid fuel). If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and Charges may continue to accrue. You may extend the Rental Period for up to one week if you obtain our consent before the date due (and we may require you to return the Vehicle to our office for inspection). The total Rental Period may not exceed 30 days under any circumstances. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories. You will check and maintain Vehicle fluid levels. You grant us, our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during the Rental Period. **To the extent permitted by law, we make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

5. **Responsibility for Damage or Loss; Reporting to Police.** Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: (a) all physical damage to the Vehicle measured as follows: (i) if determined that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if determined that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value (which, subject to state law and policy terms and conditions, is measured by calculating the actual cash value of the Vehicle just prior to damage less the value of the Vehicle after repair); (b) Loss of Use, which is measured by multiplying the Daily Vehicle Rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. **Loss of Use is payable regardless of fleet utilization;** (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. 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. You understand that you will remain primarily responsible and liable to pay us for any loss or damage to the Vehicle incurred during the Rental Period (as provided in this Agreement) to the extent that your insurance company or another source of coverage does not pay us on your behalf.

6. **Prohibited Uses; Repossession.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. **The Vehicle must not be used:** (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone impaired by or under the influence of alcohol, narcotics, intoxicants, or prescription or non-prescription medications that affect vehicle operation; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a felony or other crime; (e) to carry persons or property for hire, which includes any period of time the Vehicle is being used by anyone who is logged into either: (i) a transportation network platform (whether or not a passenger is occupying the Vehicle); or (ii) a delivery network platform (whether or not goods, items, or products to be delivered are in the Vehicle); (f) to tow or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) if applicable, by anyone who lacks experience driving a vehicle with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; (p) to transport children without safety restraint systems required by law, which are installed in accordance with law and manufacturer's specifications; (q) by anyone 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; (r) in a willful or reckless manner or to intentionally damage the Vehicle or cause injury or property damage to others; (s) by anyone who is smoking, vaping, or using tobacco products in the Vehicle; or (t) if you leave the Vehicle and fail to remove keys, key fobs, close and lock all doors, and close all windows and the trunk – and the Vehicle is stolen or vandalized. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE FULLEST EXTENT PERMITTED BY LAW). We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement.**

7. **Responsibility to Others.** 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; and (c) Uninsured/underinsured ("UM"/"UIM") coverage where required. 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. **Because you are providing auto insurance, we are not. In states where the law requires us to provide insurance, your insurance will be primary.** Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collectible insurance (whether primary, secondary, excess or contingent) up to the minimum limits required by law. **To the extent permitted by law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages.** If we are required to provide such coverage, you hereby select the minimum limits required by law. Our insurance 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. Our insurance applies only in the United States and Canada. Engaging in a Prohibited Use described in paragraph 6 or any other material breach of this Agreement will void any insurance coverage.

Multi-State Vehicle Use Agreement Terms and Conditions ("Terms and Conditions")

8. **Indemnification.** To the extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, in connection with, or arising out of this Agreement, from the rental transaction, or the use of the Vehicle by you or any other person.

9. **Reserve; Charges.** You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of any excess reserve upon the completion of your rental. Your payment card issuer's rules will apply to your credit line or account being credited for the excess, which may not be immediately released by your card issuer. You will pay us all Charges, including: (a) applicable time and mileage fee; (b) taxes, surcharges, and other fees; (c) a return check fee if you pay us with a check returned unpaid; (d) all expenses we incur recovering the Vehicle if it is not returned to the renting location on the date and time promised; (e) all costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a late fee on all Charges that are not paid when due; (g) a reasonable fee to clean the Vehicle if it is returned with evidence of smoking, vaping, or animals or otherwise substantially less clean than when received by you; (h) fuel and a refueling fee if you return the Vehicle with less fuel than when received by you; (i) a charging fee if you return an electric vehicle with a lower battery state of charge than when received by you; (j) a mileage charge based on our experience if the odometer is tampered with; (k) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle; (l) a reasonable fee if you lose the keys, key fob, or toll transponder to the Vehicle; and (m) a surcharge if you do not return the Vehicle on the date and time and to the location specified on the Face Page. **All Charges are subject to our final audit.**

10. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are liable for 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 the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm ("Processor") may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the Vehicle during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement. **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.

11. **Personal Property and Information.** To the extent permitted by law, you release us, our agents, and our employees from all claims for loss of or damage to personal property that was left with us or carried in the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose. You understand that, to the extent permitted by law, we may collect and maintain copies of your valid driver's license and insurance information presented at the time of and in relation to this Agreement. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to our affiliates or third parties in connection with enforcement of our rights under this Agreement and for other legitimate purposes. **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 personal 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.**

12. **Telematics and GPS Tracking.** (a) You acknowledge that the Vehicle may be equipped with global positioning satellite ("GPS") technology, a telematics system, and/or an event data recorder (collectively, "Telematics Systems"). Your use of this Vehicle may be remotely monitored by us or on behalf of us through Telematics Systems to the extent permitted by law. This remote monitoring may include the collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, as well as other elements we may deem necessary as permitted by law. Once collected, the Vehicle data may be combined with other information that you have provided to us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of the information collected from the Vehicle may include sharing the data with third parties (such as our service providers), as well as storage of this information after the expiration of your rental agreement. You agree to inform any and all drivers and passengers of the Vehicle of the terms of this paragraph 12. We are not responsible for the operability of any Telematics System included with the Vehicle. (b) If your Vehicle has active Telematics System equipment, you understand that your use of the Vehicle is subject to the third-party Telematics System operator's terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about you and the Vehicle. If the Vehicle does not have an active Telematics System, you agree not to activate it. **If you do activate a service in violation of this Agreement, you will be responsible for all subscription fees.** (c) We also reserve the right to use the Vehicle Telematics System in connection with your smart phone or other device to process the rental, including the start and end time, fuel levels, and mileage (to the extent permitted by law).

13. **Electronic Communications and Consent; Transactional Emails and Texts.** (a) **Generally.** To the fullest extent permitted by law, we may provide this Agreement and any notices or other communications (including by e-mail) regarding this Agreement, reservations, or rental of Vehicles ("Communications") to you electronically, and you agree to receive Communications from us in an electronic form. We may deliver Electronic Communications to the email address that you provide to us when entering into this Agreement or otherwise. All Communications in either electronic or paper format will be considered to be in "writing." All Communications will be considered to have been received no later than five (5) business days after dissemination, whether or not you have received or retrieved the Communications. Although we reserve the right to provide Communications in paper format to you at the postal address you provide to us, you expressly agree that any notice or other Communications due under this Agreement may be given in email form to the email address that you provide to us. Your consent to receive Communications electronically is valid until you revoke your consent. (b) **Texting & Calling.** By executing this Agreement, you consent to us and/or our representatives contacting you at the phone number(s) provided in connection with this Agreement for the purpose of delivering informational or transactional outreach, including customer surveys, via live, pre-recorded, or autodialed calls or texts. Your consent to receiving these calls or texts is not a condition of this Agreement or any other agreement with us.

14. **Electric Vehicle Terms.** The terms in this Paragraph 14 apply to the rental of an electric vehicle ("EV"). An EV is defined as a vehicle that exclusively uses battery power rather than gasoline or diesel fuel. (a) **Battery Life and Charging the EV.** You understand that the battery life of the EV is impacted by a number of factors including weather, driving and road conditions, and we cannot guarantee the range of your EV. You must return the EV with at least the same level of battery charge/range as when rented. If not, we may assess a recharging fee as noted on the Face Page. You may recharge the EV at public or private charging locations at your own cost. You may have to register at some of these locations, and you will be responsible for any registration requirements (such as accepting terms and conditions and privacy policy) and all fees. You can locate charging stations through the vehicle's navigation system, if equipped. Also, to find charging stations near you or on your route, visit <https://www.plugshare.com/> or use the Plugshare App. Be sure to filter for CCS vehicle plug types. **You will be liable for the cost of any tow if the EV is not drivable due to a low battery. You are not authorized to call a private tow or otherwise make arrangements to tow the EV on our behalf.** (b) **Additional Information.** For additional information about the EV, including information on range, charging, performance, and driving tips, visit <https://automobiles.honda.com/vehicle-electrification>.

15. **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed or on a form that we provide. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the use of the Vehicle are void. Our waiver of a breach of this Agreement, our acceptance of payment from you, or our failure, refusal or neglect to exercise our rights under this Agreement does not constitute a waiver of another provision of this Agreement. **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU: (A) RELEASE US FROM ALL LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS TRANSACTION OR THE RESERVATION OR USE OF A VEHICLE; AND (B) WAIVE ALL RECOURSE AGAINST US FOR CRIMINAL PROSECUTIONS WE TAKE AGAINST YOU FOR BREACH OF THIS AGREEMENT.** Unless otherwise provided, any reference to a statute or regulation will be deemed to be a reference to that statute or regulation as amended from time to time or to a newly adopted statute or regulation replacing a repealed statute or regulation. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.

Customer Initial _____