

# Don't walk.

Ready to rent



# Sixt rent a car - Rental Agreement, Terms & Conditions

## 1. Definitions.

„Agreement“ means the Terms and Conditions on this page and the provisions found on the Face Page , and the General Rental Terms that you agree to on our website. „You“ or „your“ means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as „you“ or „your“ are jointly and severally bound by this Agreement. „We“, „our“ or „us“ means Merit Rental Services MYR, Inc. „Authorized Driver“ means the renter and any Additional Driver we list on the Face Page. Each Authorized Driver must be at least age 21 and have a valid driver’s license. Authorized Drivers are the only persons permitted to drive the Vehicle. “Additional Driver” means a person we list on the Face Page of this Agreement. „Vehicle“ means the motor vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents, but “Vehicle” does not include portable navigation devices or child safety seats that you rent from us. „LDW“ means Loss Damage Waiver. „PDW“ means Partial Loss Damage Waiver. The Vehicle may be equipped with an electronic locator device that allows us to find the Vehicle and to disable it if we deem necessary. The electronic locator device may use cellular telephone or radio signals to transmit data, and therefore your privacy cannot be guaranteed. „Loss of Use“ means the loss of our ability to use the Vehicle for any purpose—including non-rental uses such as display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees—due to damage to it or loss of it during this rental. Loss of Use damages are often difficult to determine exactly; therefore, you and we agree that Loss of Use for this rental will be calculated by multiplying the number of days from the date the Vehicle is damaged or lost until it is replaced or repaired times 80% of the daily rental rate. “Diminished Value” means the difference between the value of the Vehicle just prior to damage or loss and the value of the Vehicle after repair or replacement. “Vehicle License Fee” means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

## 2. Rental, Indemnity and Warranties.

This is a contract for rental of the Vehicle. We may terminate this Agreement and repossess the Vehicle at your expense without notice to you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. 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.

## 3. Condition and Return of Vehicle.

You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned to any other office or location or left somewhere other than the office or location identified by us, you remain responsible for the safety of and any damage to the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of and any damage to the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you are not operating the Vehicle, and return the Vehicle with at least the same amount of fuel as when rented.

## 4. Responsibility for Damage or Loss; Reporting to Police; Responsibility for Tolls and Parking Violations.

You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by

# Sixt rent a car - Rental Agreement, Terms & Conditions

weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use, Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll fees, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental. If you fail to pay any of these charges and we pay any part of them, you will reimburse us for all such charges and, in addition, pay us an administrative fee of \$30 for each such charge.

## **4a. Child Safety Seat.**

If you rented a child safety seat from us, you have the sole responsibility to properly install the seat. The seat is rented "AS IS." We make no warranties, express, implied or apparent, regarding the seat, no warranty of merchantability and no warranty that the seat is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to your use of the child safety seat.

## **5. Loss Damage Waiver; Prohibited Use of the Vehicle**

If you purchase LDW or PDW, we waive your responsibility for the portion of damage to or loss of the Vehicle that is stated on the Face Page. We will not waive your responsibility, even though you purchased LDW or PDW, if you gave us false, fraudulent or misleading information prior to the rental or during the rental, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information, or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to the Vehicle is the result of a prohibited use, including damage that: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) results from use of the Vehicle outside the geographic area specified on the Face Page; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (l) occurs when the Vehicle is unlocked, or the keys or key fob are lost, stolen or left in the Vehicle when not operating it; (m) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (n) results from failure to allow sufficient height or width clearance; or, (o) results from your willful, wanton or reckless act or misconduct. In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us all the Vehicle keys or ignition devices we gave you at the time of rental.

## **5a. Excluded Damage or Loss.**

Even if you purchase LDW or PDW and do not violate paragraph 5(a)-(o), you will be responsible for the following: the cost of replacing the keys or key fob and the cost of delivering replacement keys or key fobs or towing the Vehicle to the nearest Sixt location if you lose the keys or key fob to the Vehicle; the cost of delivering replacement keys or key fob or towing the Vehicle to the nearest Sixt location if you lock the keys or key fob in the Vehicle and request assistance from Sixt, flat tire service, and jumpstarts.

## **5b. Roadside Assistance.**

If you purchase the optional Roadside Assistance, we will provide you with 24/7 breakdown assistance (where available) without additional charge. Roadside Assistance includes replacement of lost keys or key fobs, flat tire service, jumpstart, and key lockout services. When deciding whether to purchase Roadside Assistance, you may wish to check whether you have other coverage for the services. Roadside Assistance is not insurance. Roadside Assistance is void if you are in breach of this Agreement, including the prohibited uses in paragraph 5.

## **6. Insurance.**

You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle.

Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and underinsured motorist coverage. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates our liability insurance coverage, if any.

You grant us a limited power of attorney to present claims to your insurance carrier for damage to or loss of the Vehicle that occurs while you are responsible for the Vehicle.

## **7. Charges and Costs.**

You will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Face Page and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (c) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (d) a 2% per month late payment fee or the maximum amount allowed by law on all amounts past due; (e) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (f) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking in our Vehicle; and, (g) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental. Special rental rates, vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In date, you may be charged the standard rates for each day (or partial day) after the Due-In date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental period.

## **8. Deposit.**

You permit us to reserve against your credit or debit card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than \$250. For Vehicles in the executive or luxury categories you authorize us to reserve up to \$5,000 against your credit or debit card. We may use your deposit

# Sixt rent a car - Rental Agreement, Terms & Conditions

to pay any amounts owed to us under this Agreement. The deposit amount does not limit in any way the total amount owed to us under this Agreement.

## **9. Your Property.**

You release us, our agents and employees from all claims for loss of or damage to your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

## **10. Breach of Agreement.**

The acts listed in Paragraph 5 are prohibited uses of the Vehicle and breaches of this Agreement. YOU WILL BREACH THIS AGREEMENT IF YOU ALLOW ANY PERSON OTHER THAN THE RENTER OR AN ADDITIONAL DRIVER TO OPERATE THE VEHICLE. IF AN UNAUTHORIZED DRIVER DAMAGES THE VEHICLE OR INJURES OTHERS, WE WILL HOLD YOU RESPONSIBLE FOR THE DAMAGE. If you breach this Agreement we have the right to disable the Vehicle. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

## **11. Modifications.**

No term of this Agreement can be waived or modified except by a writing signed by one of our expressly authorized representatives. Sixt counter representatives are not authorized to waive or change any term of this Agreement. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the DUE-IN date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

## **12. Waiver; Jurisdiction.**

A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. If we determine that a lawsuit must be filed against you to resolve a dispute, you consent to be sued in an appropriate State or Federal court in Horry County, South Carolina.

## **13. Sixt Express Master Agreement.**

We will store your personal data and your signature that appears in this Agreement in order to more efficiently process future rentals with us or other companies of the Sixt group. By signing this Agreement you agree to the Terms and Conditions of future rental agreements with us or other companies of the Sixt group, PROVIDED THAT the laws of the country or other jurisdiction permit this acceptance. We may either accept your signature on the Face Page as your signature on future rental agreements, or ask for your signature at the time of a future rental. We refer to this system as the Sixt Express Master Agreement. There is no cost to you associated with this service.

#### **14. Personal Data.**

You grant us permission to disclose your personal data that appears in this Agreement to other companies of the Sixt group, vehicle manufacturers or tourism companies for the purpose of keeping you informed of the products or services offered by the Sixt group as well as products and services related to the rental of vehicles, and to credit entities, insurance companies, law firms or debt collection agencies, provided that, this is related to our legitimate business functions. If you wish us to refrain from distributing your personal data as above, please send a copy of this Agreement to: Personal Data, Sixt Rent A Car, LLC, P.O. Box 460967 Fort Lauderdale, FL 33346-0967.