

-Terms and Conditions-

Easy Van Rental, LLC

1. These Terms and Conditions, the EASY VAN RENTAL, LLC Rental Agreement executed by you, and a return record with computed rental charges together constitute the "Rental Agreement" between yourself and EASY VAN RENTAL, LLC ("OWNER").
2. You rent from us the van described on the rental document. You also agree to the terms below, provided any such term is not prohibited by the law of the State of Tennessee covering this rental. "You" and "Your" refer to the person who signs this agreement, "we", "our" and "us" refer to OWNER. You also agree that you are not our agent for any purpose; and that you cannot assign or transfer your obligations.
3. Changes. Any change in this rental agreement or our rights must be in writing and signed by an authorized OWNER officer. You further agree that we have the right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the OWNER web site. Such changes will apply to rentals that you reserve 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 posted on the OWNER web site, which date will be indicated therein. Changes to the Terms and Conditions will be posted by OWNER and will govern all rentals even if the terms provided at time of enrollment are different.
4. Meaning of Car. The word "car" or "van" means the vehicle rented to you or its replacement and includes tires, tools, equipment, accessories, plates, and documents, unless otherwise explicitly specified in this rental agreement.
5. Who May Drive The Car. You represent that you are a capable and validly licensed driver. You agree that we have the right to verify that your license has been validly issued and is in good standing; and that we may in our sole discretion refuse to rent to you if your license has been suspended, revoked, otherwise restricted in any way. We reserve the right to deny rentals based upon information about your license status or driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license or any other reliable source in the business of validating an identity. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car, but only with your prior permission. The other driver must be at least 25 years old and must also be a capable and validly licensed driver. There may be a charge for each additional driver authorized to drive the car, which will be specified on the rental document.
6. Return of the Car. You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time, and to the location specified in the rental document. You must return it sooner on our demand. If you return it earlier or later, different or higher rate may apply and, if returned later, you may also be charged a late return fee. You may not return the car at a time when we are closed. If you do, your responsibility for damage to or loss of the car will continue and all charges stated on the rental document as a periodic rate will continue to accrue until the return location reopens and we retake actual possession of the car. If we do not find the car when that location reopens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered.
7. Where You'll Return the Car. The car must be returned to the agreed return location as specified on the rental document. If return is indicated to a location other than the location where your rental commences, you may have to pay a "one way service fee." If you return the car to a different location from the agreed return location without our permission, you agree to pay the "Unauthorized return location fee" specified by us.
8. Rental Charges. You will pay for the number of miles/kilometers you drive and the period of time you rent the car at the rate indicated on the rental document, or your applicable corporate rate. The minimum charge is one day (24 hours), unless "calendar day" is indicated on the rental document, plus mileage/kilometerage, or a fixed fee. We will determine the miles/kilometers by reading the factory-installed odometer. The daily charge applies to consecutive 24- hour periods starting at the hour and minute the rental begins or, if a calendar day is specified on the rental document, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental occurs. If you fail to comply with any conditions for special rates specified on the rental document our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges. 3 TERMS AND CONDITIONS a) You will also pay a reasonable fee for cleaning the car's interior upon return for excessive stains, dirt or soilage attributable to your use as determined solely by us. b) If key(s) are not returned with the vehicle, you may be charged an additional fee. c) We maintain a non-smoking fleet. You will pay an additional charge if you return the car and it smells of smoke. d) You 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 you direct us to bill any such charges to a third party, you represent that you are authorized to do so. e) If you use a car with automatic toll payment capability, you will pay us or our toll program administrator, with whom we will share rental and all your credit card/debit card information, for all tolls incurred during your related fees, charges and penalties. You will also pay a toll convenience fee for every day of the rental once you have passed through the toll. The charges may take 4-8 weeks after the rental to be billed to your credit/debit card on file.
9. Taxes. You'll also pay 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.

10. Card Reserve. You acknowledge that you have been informed that if you use a charge card, your credit, up to an amount of the estimated total charges due under this Agreement, as indicated on the rental document, based on your representation about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under this Agreement, based on your representation about this rental, as indicated on the rental document or the deposit amount indicated on signs at the location at which you rent at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental, and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

11. Repossessing the Car. We can repossess the car at any time in our sole discretions for reasons that include, but are not limited to the following: it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. You agree that we needn't notify you in advance. If the car is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the card you used to rent the car.

12. Damage to/Loss of the Car. If the car is lost or damaged as a direct or indirect result of a violation of the rental agreements or is damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds. If the car is stolen and not recovered you will pay the car's fair market value before it was stolen. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and assign all of your benefits directly to us to recover all consequential and incidental damages including, but not limited to the repairs of the vehicle plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all loss of use, towing, storage and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, 4 TERMS AND CONDITIONS between what you paid and what we collected from the third party. If the law of the State of Tennessee covering this rental requires conditions that are different than the terms of this agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired, we will reimburse you for those repairs only if you give us the repair receipt.

13. Indemnification and Waiver. You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the car by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. You waive any claim against us for incidental, special or consequential damages in connection with the rental.

14. Property in the Car. We are not responsible for loss of or damage to any property in or on the car, in any service vehicle, on our premises, or received or handled by us, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage.

15. Error in Rental Charges. The charges shown on the return record are not final and are subject to review. You'll pay any undercharges and you'll receive a refund for any overcharges we discover on review.

16. Collections. If you do not pay all amounts due to us under this Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle 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, we will take the following actions: a) You agree to pay a late charge of 1 & 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"); b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Document, or in any customer profile, as the place to send any demands or collection notices; c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.