

RENTAL AGREEMENT

LEGENDARY EXOTICS LLC

This Rental Agreement (this "Agreement") is made between LEGENDARY EXOTICS LLC (herein referred to as the "Company") and the person who executes this Agreement hereunder (herein referred to as the "Driver"):

1. CAR INFORMATION. In consideration and exchange for Driver's representations and warranties herein and Driver's acceptance and agreement to all terms, conditions, covenants and provisions herein, and subject to Driver's compliance with this Agreement, Company permits the Driver to use the motor vehicle described in the Car Information Sheet (herein referred to as the "Car"), annexed hereto, incorporated herein and made a part hereof.
2. TERM. Company permits the Driver to use the Car solely for the time period described in the Car Information Sheet (the "Term"). Except as otherwise provided herein, the Term may be extended by mutual written and signed consent of the Driver and Company. The Term may be terminated by Company as provided hereunder.
3. PERMITTED DRIVERS. No person shall be permitted to drive a Car unless such person is a Permitted Driver. A "Permitted Driver" means that a person is all of the following: (A) an adult, (B) is the named person who has also signed the Car Information Sheet, (C) has a current valid driver's license from any state or commonwealth in the United States of America that does not expire during the initial or any extended Term, (D) has no violations on Driver's driving license record or abstract involving driving while intoxicated, driving under the influence of drugs or alcohol in excess of the permitted lawful amount, drugs, recklessness, manslaughter or homicide; (E) is approved by Company in its sole and absolute discretion to be a person fit and suitable to use the Car (Company reserves the right, and Driver permits Company, to review Driver's Motor Vehicle Record prior to any rental); and (F) has not been Terminated as provided hereunder.
4. TERMINATION. The permission and right of Driver to drive the Car by any person shall be terminated (a "Termination" or "Terminated") in the event of any one of the following: (A) the person is or becomes a person who is not a Permitted Driver herein; (B) breaches this Agreement; (C) causes damage to any Car; or (D) fails to show Company proof, in form, manner and amount determined by Company, in its sole and absolute discretion, to be satisfactory to Company, of existing or maintaining automobile comprehensive liability and collision insurance coverage during the Term. Inclement weather shall not terminate or suspend this Agreement. Disability or adverse medical condition of Driver shall not terminate this Agreement.
5. DEPOSIT. In the amount set forth in the Car Information Sheet, a deposit shall be required from the Driver to use the Car (the "Deposit"). The amount of the Deposit varies depending upon the type of Car and the Company reserves the right to require different amounts of Deposit for different Cars and other customers of the Company. Company also reserves the right to request an additional Deposit for and during the extension of any Term or for at, for or during different Term periods. The Deposit shall be refundable except in the event, and to the extent, of any damages payable by Driver hereunder to Company. In the event that any amount of the Deposit is refundable to the Driver, then the Driver shall receive such refund within not later than ten (10) days from the date of termination of the Term; provided however that the Company reserves the right to inspect the Car during said 10-day period prior to refunding any Deposit; and further provided that Company reserves all rights against Driver in the event that it is determined that the Driver caused damage to the Car following such 10-day period notwithstanding that any amount of the Deposit has been refunded to Company. Driver shall execute a form prepared by Company verifying the condition of the interior and exterior of Car prior to its use and upon return of Car.
6. PAYMENT. Driver shall pay the amount set forth in the Car Information Sheet in advance of the use of any Car. In the event that the Term is extended, Driver shall make payment in advance of, and prior to, the effective time of the extension of the Term. Driver must pay all amounts due hereunder in the form of cash, credit card or debit card. Driver hereby authorizes the Company to charge all amounts payable to the credit card or debit card provided by Driver to Company. There shall be no refunds of any payments made by Driver to Company except solely in the event of any of the following: (A) Driver cannot commence use of the Car due to medical emergency of Driver or Driver's spouse, parent or child, (B) Company does not deliver to Driver within two (2) hours of the commencement of the scheduled Term (i) physical possession of Car, or (ii) possession of Car to Driver in good working condition. Discounts and special incentives are offered from time to time and may not be combined with any other offers.



7. **REFUNDS.** There shall be no refunds, except as otherwise provided herein. In the event of an unforeseen mechanical failure of any Car or in the event of hurricane, flood, earthquake or other natural disaster that directly and proximately affected Driver's use and enjoyment of the Car during or prior to a rental, Company will make every effort to repair or replace the Car with a similar or comparable car at no additional cost to Driver or, in certain situations, in Company's sole and absolute discretion, Company may offer Driver an extension of the Term or a credit for additional Term.
8. **ADDITIONAL CHARGES.** In addition to all payments, costs, expenses and damages required to be paid by Driver to Company hereunder, Driver agrees that Driver shall be liable to pay to the Company the following applicable additional fees and charges payable upon the end of the Term or as soon as practicable upon discovery of information that such fees and charges are applicable: (A) Excess mileage fee for use of Car by Driver for a distance in excess of the permitted mileage at the rate per mile as stated on the Car Information Sheet, not to exceed five dollars (\$5.00) per mile; (B) Charges for fuel (not oil) to refill tank; (C) Charges for damage to, and/or repair of, the Car; (D) Charges for cleaning the Car's interior if the Car is returned in a dirty condition that requires cleaning or deodorizing, including, without limitation, spillage of fluids, food, vomit, other stains, and unpleasant odors including cigarette smoke; (E) traffic and/or parking offense infringement fees; and (F) any surcharges paid by Company from the use of a debit or credit card by the Driver, including, without limitation, charges paid by Company for any denials for insufficient funds, chargebacks or additional credit card processing fees. If Driver fails to pay any money due under or in connection with the Rental Agreement within 14 days of the date by which the Driver was required to pay, the Company may, without prejudice to any other rights or remedies the Company may have or be entitled to, charge the Driver and the Driver must pay all additional costs as outlined below: (X) interest at twenty percent (20%) per annum (compounded daily) on the total amount owing from the expiry of 14 days from the date on which the Driver was required to pay the money to the date of payment; (Y) all costs incurred by the Company for the collection of the unpaid money by an attorney, debt collection agency and/or other external or legal agency; plus (Z) an administration fee of one hundred fifty dollars (\$150).
9. **RESTRICTED USE OF CAR.** The Driver shall not: (a) use or allow the Car to be used for the transport of passengers for hire or reward; (b) sublet or hire the Car to any other person; (c) allow the Car to be used outside his/her authority; (d) operate the Car in violation of law, including, without limitation, traffic violations (including, without limitation, speeding), driving under the influence of alcohol or drugs; (e) operate the Car or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them; (f) operate the Car without a current, valid driver's license; (g) drive on any beach or off-road trail or roadway that is not a lawful road that has been paved and is suitable for driving the Car; (h) drive on any surface that may damage the Car; (i) operate the Car to propel or tow any other Car; (j) transport any animal in the Car; (k) operate or use the Car in a moving or stationary position while being involved with any illegal activity; (l) smoke, or allow any person to smoke, in the Car; (m) tamper with, prevent use, or cause damage to, the GPS or other Company Hardware in the Car or otherwise applicable to the Car; or (n) drive Car outside of the geographic state lines of New York, New Jersey, Pennsylvania, Maryland, Delaware, Washington D.C, Virginia, Connecticut, Rhode Island, Massachusetts, Vermont, or New Hampshire without prior written and signed approval of Company. Driver must be present at Pick-up Time and Drop off Time.
10. **DRIVER'S OBLIGATIONS.** The Driver shall ensure that: (a) all reasonable care is taken when driving and parking the Car; (b) the water in the Car's radiator and battery is maintained at the proper level; (c) the oil in the Car is maintained at the proper level; (d) only the fuel type specified for the Car will be used; (e) the tires are maintained at their proper pressure; (f) the Car is locked and secure at all times when it is not in use and the keys kept under the Driver's personal control at all times; (g) the distance recorder or speedometer are not interfered with; (h) no part of the Car, including, without limitation, the engine, transmission, braking or suspension systems are interfered with; (i) should a warning light be illuminated or the Driver believes the Car requires mechanical attention, the Driver will stop and discontinue moving the Car and shall notify and advise Company by telephone, text and email immediately of all available and requested information; (j) Driver complies strictly with the terms and conditions of this Agreement; (k) Driver shall carry Driver's driver's license with Driver in the Car at all times and will produce it on demand to any law enforcement and police officer; and (l) Driver has existing automobile comprehensive liability and collision insurance coverage and maintains such insurance coverage during the Term in form, manner and amount determined by Company, in its sole and absolute discretion, to be satisfactory to Company.
11. **MECHANICAL REPAIRS AND ACCIDENTS.** If the Car is involved in an accident, is damaged, ceases to run, breaks down, fails to operate in good working condition, or requires repair or salvage, regardless of cause, the Driver shall notify and advise Company by telephone, text and email immediately of all available and requested information. Driver shall not arrange or undertake any repairs whatsoever to the Car. Driver agrees that the Car is an exotic car that requires specialized and expert treatment to repair and maintain and that Driver shall not in any call for roadside assistance to any person or entity except the Company. Driver shall not (A) monitor, check or add oil or any other fluids to the Car, (B) jump start or charge battery in the Car, (C) add or reduce pressure to any tires on the Car, (D) attempt to remove or recover any keys locked in the Car, or (E) use any lifting device (like a tire jack) to lift or prop the Car to remove a flat tire. If the Car requires repair or replacement, the decision to make any repairs or supply another Car to the Driver is at the Company's sole and absolute discretion. Company in good faith shall determine if the repair or replacement Car is warranted based upon a review of the information then available to Company which shall consider whether the damage or repair was caused by Driver and whether another Car is reasonably available for replacement.



12. RETURN OF VEHICLE. Upon the expiration of the Term or if permission and use of the Car has been Terminated prior thereto, Driver shall immediately deliver the Car to the agreed rental location described in the Car Information Sheet. If the Driver does not return the Car as required hereunder, the Company may report the Car as stolen to the police, commence repossession actions and efforts, and commence a lawsuit against Driver.
13. BREACH. The Driver shall be in breach and default hereunder and, consequently, shall, in addition to any and all other remedies to which Company is entitled hereunder, be liable for: (a) any loss of, or damage to, the Car and its accessories; (b) failure by Driver to return Car to Company as required hereunder; (c) any loss of, or damage to, any other real or tangible personal property or personal injuries arising out of or from Driver's use of the Car; and/or (d) any other breach of any term, condition or provision of this Agreement.
14. INSURANCE. Driver must maintain automobile comprehensive liability and collision insurance coverage during the Term in form, manner and amount determined by Company, in its sole and absolute discretion, to be satisfactory to Company. Company reserves the right to decline entering into, or terminate, this Agreement with any Driver who has not provided Company with proof of automobile comprehensive liability and collision insurance coverage during the Term in form, manner and amount determined by Company, in its sole and absolute discretion, to be satisfactory to Company. Company reserves right (but shall not be obligated) to offer to Driver lawful means to obtain supplemental insurance coverage for automobile comprehensive liability, collision, personal effects and other insurance for other items. If the Driver elects to use the Company's insurance, the insurance premium shall be paid by Driver in addition to any and all other costs and charges herein and Driver's rights and obligations shall be subject to such insurance policy coverage terms, conditions, provisions, exclusions, deductibles and applicable laws related thereto. Notwithstanding anything herein to the contrary, in the event that Driver elects solely to use Driver's own insurance coverage, Driver accepts full legal and financial responsibility and liability for any and all losses, costs and damages caused to the Car, Driver and any other person or property in the event and to the extent that Driver is so liable for causing any losses, costs and/or damages.
15. INSTRUCTION COURSE. As a condition precedent to the use of any Car, Driver must complete Company's driver safety instruction course to Company's satisfaction, in Company's sole and absolute discretion, in the form and manner offered by Company. Driver shall pay Company the rate for the driver safety instruction course as established by Company and as contained in separate documents for such course.
16. TRAFFIC & PARKING VIOLATIONS. Driver may not commit any moving or parking violations in or with the Car. Any and all penalties related to Driver's traffic law and/or parking law violations are the sole financial responsibility of the Driver. Company may charge the Driver's credit card for any traffic and/or parking offense fees assessed against, and incurred by, the Company for Driver's traffic and/or parking offense. In the event that the Company receives notice of any traffic or parking offenses committed by Driver, Company shall send a copy of any such notice to the Driver as soon as is practicable.
17. REMEDIES. In the event that Driver breaches or defaults in compliance with any one or more of the terms, conditions and/or provisions of this Agreement, Company may take any lawful action it deems appropriate, including, without limitation, commencing a lawsuit against Driver for remedies in law and equity, including, without limitation, temporary and permanent injunctive relief and right to repossess the Car. Driver shall be responsible to pay Company for, and shall indemnify Company and hold Company harmless against, any and all costs and expenses incurred by Company to enforce this Agreement, judgment obtained by Company against Driver, and collect any damages Company may be entitled, including, without limitation, attorneys' fees, expert fees, court costs, travel expenses, insurance expenses, costs of repossession, litigation expenses and court reporter expenses, and Driver shall be responsible to pay the Company for any and all of its losses, including, without limitation, lost profits, loss of revenue, replacement costs, damage to goodwill of Company, incidental damages, consequential damages and, if such damage was caused by any willful or malicious act or omission by Driver, then Driver shall be responsible to pay punitive damages to Company. In the event that Driver fails to return the Car to Company as provided hereunder, Company may, but shall not be required to, institute, commence or continue repossession efforts to mitigate its damages and Driver hereby irrevocably and forever waives any such affirmative defense that Company failed to mitigate its damages. In the event that Company seeks, institutes, commences and/or continues efforts to repossess the Car, Driver shall cooperate peaceably and amicably with Company and/or its agent to return the Car and/or make the Car available for repossession upon request and Driver shall be responsible to pay Company for Company's costs and expenses of such repossession; except that Company reserves the right to withhold notice to Driver about Company's repossession effort. In the event that Driver fails to return Car, Company shall be entitled to the full market value of the Car on demand from Driver in addition to any and all other damages and remedies hereunder. Driver hereby irrevocably and forever waives its right to keep its personal confidential information private and restricted from use of Company to enforce this Agreement and Driver hereby authorizes Company to use such information; provided however that Company shall not use such personal information for any purpose other than reasonable lawful and necessary means to enforce this Agreement. For purposes of this Agreement, loss of revenue means and includes the amount calculated by multiplying the number of days that the Car may otherwise be rented to another customer of Company at the then-existing rental rate charged by Company for such Car to Driver hereunder.



18. LATE CHARGES. Failure to return the Car in a timely manner when required hereunder shall be a breach hereof. In addition to any amounts due to Company hereunder, in the event that Driver returns the Car later than the time required hereunder, Driver shall be assessed an initial late charge in the amount of two hundred fifty dollars (\$250) for the first hour the Car is past due, plus an additional late charge in the amount of fifty dollars (\$50) per hour for each hour the Car is past due; but in the event that the Car is past due for over four (4) hours, Driver shall be charged for one additional full day of use. In no event shall the aggregate amount of the late charges exceed the value of the Car.
19. PERSONAL 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 Car or in any service Car or in our offices.
20. MODIFICATIONS. Neither this Agreement nor any of its terms, conditions or provisions may be waived, modified or amended except by a writing signed by Driver and Company.
21. WAIVER. No waiver by Company of any breach of Driver of this Agreement shall constitute a waiver of Company's rights to enforce any additional, continuing or further breach by Driver of this Agreement. Driver waives any and all rights, and covenants not to file any lawsuit or action, against Company for any and all claims, damages, losses or costs involving any allegation against Company for breach of warranty, unjust enrichment or any claim against any employee or owner of Company, except in the event of personal injury to Driver caused solely by gross negligence, recklessness or intentional tort of Company or any employee or owner of Company. Driver assumes all risk of Driver's own or another person's personal injury or property damage of driving in conditions that are
22. SEVERABILITY. In the event that any provision of this Agreement is deemed void or unenforceable, the remaining provisions shall remain valid, enforceable and in full force and effect.
23. OTHER DOCUMENTS. Any other forms and documents signed by both Company and Driver (including, without limitation, the Car Information Sheet and Driver Information Sheet) those documents and exhibits referenced herein) contemporaneously with this Agreement shall constitute, be incorporated by reference herein, and shall be a part of, this Agreement.
24. OTHER VIOLATIONS. Driver shall not engage or perform any of the following: (A) Negligent or reckless act or omission while using or operating the Car; (B) Transporting in Car any contraband, illegal substances, drugs, explosives, hazardous waste; (C) Failure to wear seatbelt at all times while Car is being operated; (D) Using the Car to participate or act or assist in any activity that violates any law, rule, or regulation; (E) Using Car to carry persons or property for hire; (F) Using Car to engage in an organized or any other speed contest; (G) Using Car to tow or push any other Car, trailer or other object; (H) Operation of Car by person who has used false or misleading information to obtain the Car; (K) Failure to remove the keys from the Car or close and lock all doors, windows, and the trunk of the Car while not using or operating the Car. In the event that Driver commits any of the foregoing violations in this paragraph, Driver shall have breached this Agreement.
25. CANCELLATION. Driver acknowledges and agrees that the reservation of the rental of the Car is for a unique and specialized vehicle and reservations are necessary for Driver, in the event Driver shall fail to take possession of the Car on the Pick-up Date scheduled in the Car Information Sheet or sooner cancel Driver's reservation, Driver shall pay Company: (A) \$250.00 cancellation fee if the Driver cancels within 10 days of the Pick-up date; (B) 25% of the Total Rental Amount agreed in the Car Information Sheet if Driver cancels within 5 days of the Pick-up date; (C) 50% of the Total Rental Amount agreed in the Car Information Sheet if Driver cancels within 72 hours of the Pick-up time; or (D) 75% of the Total Rental Amount agreed in the Car Information Sheet if Driver cancels within 24 hours of the Pick-up time.
26. PAROLE EVIDENCE. Any and all prior oral representations, oral understandings and oral agreements between Company and Driver are not a part of this Agreement and may not be admitted into evidence in the event of any dispute over the existence, interpretation and enforcement of this Agreement and any terms, conditions or provisions hereof.
27. CHOICE OF LAW AND VENUE. The interpretation and enforceability of this Agreement and all of its terms, conditions, provisions and covenants shall be governed by the laws of the State of New Jersey without regard to conflict of laws principles. The jurisdiction and venue of the courts of the State of New Jersey, Mercer County or the District Court of the District of New Jersey shall be the sole exclusive courts and venue in the event that any party hereto or otherwise files an action or lawsuit for and/or alleging any claims, damages, or liabilities arising from or involving any acts or omissions hereunder and each party irrevocably consents to such jurisdiction and venue.
28. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
29. PARTIES. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, devisees, legal representatives, executors and administrators.



- 30. HEADINGS. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision herein.
- 31. AUTHORIZATION. Driver hereby authorizes Company to obtain and review Driver's driver's license record and abstract, social security number, criminal background and record, and insurance information. Driver shall provide Company with accurate personal information.
- 32. REPRESENTATIONS & WARRANTIES. Driver represents and warrants that (A) Driver is over the age of twenty-five (25) years, (B) has a valid driver's license, was not convicted of any criminal offenses involving theft, burglary, manslaughter or murder, (C) has or will obtain the automobile insurance coverage required herein, (D) shall review and, if Driver so accepts and agrees, shall execute any and all additional forms and documents required by Company in order to fulfill Driver's obligations, and protect Company's rights, under this Agreement, (E) has reviewed and understands this Agreement, and (F) shall not breach this Agreement.
- 33. SIGNATURE: Driver's signature below indicates Driver's acceptance and agreement to this Agreement and all of its terms, conditions and provisions.

Driver's Name: _____

Driver's Address: _____

Describe where the vehicle will be garaged / parked:

Will vehicle be in another state other than the address on your license and the pickup / drop off locations?

Driver's Signature: _____ Date: _____

Company's Signature: _____ Date: _____

Name of Company Representative: _____



DRIVER'S INFORMATION SHEET

Name: _____

Address: _____

Date of Birth: _____ Social Security Number: _____

Cell Phone #: _____ Emergency Contact #: _____

Email Address: _____

Current Primary Automobile: Year: _____ Make: _____ Model: _____

Driver's License #: _____ State: _____

Auto Insurance Company: _____

Auto Insurance Policy Number: _____

Credit Card Number: _____

Expiration Date: _____ Security Code: _____

Driver's Signature: _____ Date: _____

Company's Signature: _____ Date: _____

Name of Company Representative: _____



CAR INFORMATION SHEET

LEGENDARY EXOTICS LLC

Driver: Name: _____

Address: _____

Car: Year: _____ Make: _____ Model: _____

Term:

Pick-up time: Time: _____ a.m./p.m. Day: _____ Month: _____ Year: 2017

Drop-off time: Time: _____ a.m./p.m. Day: _____ Month: _____ Year: 2017

Rate: \$ _____ per calendar day (Pick-up day and Drop-off day are each charged at full day rate).

Total Rental Amount: \$ _____

Deposit: \$5,000.00 plus \$ _____ for additional security deposit (Total Deposit: \$ _____)

Excess Mileage Fee: \$ _____ per mile in excess of _____ miles per day.

Current Mileage: _____

Tire Tread Depth: _____

Driver's Signature: _____ Date: _____

Company's Signature: _____ Date: _____

Name of Company Representative: _____

 **NO SMOKING IN VEHICLE AT ANY TIME ALLOWED!
NO ILLEGAL SUBSTANCES IN VEHICLE AT ANY TIME ALLOWED!**

There is a minimum of a \$500.00 surcharge for additional cleanup required.

X _____
Driver's Signature