

## 1. Introduction

These terms and conditions, the privacy policy, the fee schedule, the condition checklist and the rental form constitute a binding legal agreement between Teslas 2 Rent LLC and yourself (collectively, this “Agreement”). While we require that you read this Agreement in full, we wish to bring to your attention the following items at the outset:

- o YOU MUST BE 25 YEARS OR OLDER TO USE THE SERVICES.
- o YOU MUST HAVE VALID AUTOMOBILE INSURANCE THAT FULLY COVERS YOUR USE OF THE SERVICES.
- o YOU MUST RETURN THE VEHICLE IN THE SAME CONDITION AS YOU RECEIVED IT WITH AT LEAST A 20% CHARGE ON ITS BATTERY, OR ADDITIONAL FEES WILL BE APPLICABLE.
- o WE MAY USE THE IN-VEHICLE COMPUTERS AND THE INFORMATION DERIVED THEREFROM FOR ALL PURPOSES AND AT ANY TIME.
- o YOU WILL BE CHARGED AN ADDITIONAL FEE IN ORDER FOR US TO CLEAN THE VEHICLE AS A RESULT OF STAINS, TRASH, SOILAGE OR ODORS (INCLUDING FROM SMOKING IN OR NEAR THE VEHICLE, WHICH IS PROHIBITED PURSUANT TO THIS AGREEMENT).
- o YOU MAY DRIVE THE VEHICLE A MAXIMUM OF 150 MILES PER DAY. IF YOU DRIVE THE VEHICLE IN EXCESS OF 150 MILES ON ANY DAY, YOU WILL BE CHARGED AN ADDITIONAL FEE \$.69 per day.

## 2. Assignment of Insurance Proceeds

The Renter hereby assigns all money to be paid by the Renter’s insurance Company whether for Rental, damage to our rental car, any miscellaneous damage to our rental car to Teslas 2 Rent LLC. Checks issued by the insurance company shall be made payable to Teslas 2 Rent LLC for any rental car coverage, damage to our car, or miscellaneous damage.

If any payment is made directly to the insured, Insurance Company shall stop payment on said check and issue a new check to Teslas 2 Rent LLC. This assignment is irrevocable and is binding upon the undersigned and his/her insurance company.

Nothing in this assignment shall act as release unless all money due to Teslas 2 Rent LCC is paid in full.

The Renter agrees and understands that he/she as the Renter is personally liable for the balance due.

If it becomes necessary to file suit to collect the balance due from the undersigned, the undersigned understands and agrees that he/she could be held responsible to pay all and reasonable attorney fees if he/she loses the court case.

This agreement embodies all the terms of the agreement..

### 3. Interpretation

As used in this Agreement, “you” and “your” refer to the person who enters their name in the rental form as the “primary driver”. As used in this Agreement, “we”, “our” and “us” refer to as used in this Agreement, “vehicle” means the vehicle rented by us to you in accordance herewith and includes all tires, tools, plates, other accessories and documents included in or with the vehicle at the time of pick-up. As used in this Agreement, “services” means our rental of the vehicle to you (including, without limitation, you making a reservation to rent the vehicle and you driving the vehicle) all as more fully set forth in this Agreement.

### 4. Eligibility and Verifications

Teslas 2 Rent LLC may permit or refuse your request for services in its sole and absolute discretion. In order to use the services, you must be 25 years or older. Any use of the services by anyone that does not meet this age requirement is expressly prohibited. By using the services, you represent that you are a validly licensed driver authorized to drive motor vehicles in the United States. Teslas 2 Rent LLC has the right to verify your identity and background, including your driving history and your driver’s license validity and standing. Should Teslas 2 Rent LLC elect to undertake any additional verifications of you, you agree that Teslas 2 Rent LLC may use third party services to verify the information you provide and to obtain additional information relating to you. You authorize Teslas 2 Rent LLC to request, receive, use, and store such any information. Further, by using the services, you represent that you have valid automobile insurance in accordance with the Massachusetts Insurance Laws that your insurance covers your use of the services (including your rental of the vehicle) against the pecuniary consequences of civil liability, and has minimum coverage of \$1,000,000. Teslas 2 Rent LLC reserves the right to verify your automobile insurance coverage and you shall provide Teslas 2 Rent LLC with a copy of all requested documents in connection there with you certify that the copy of your license and your automobile insurance provided to us are true, correct and complete in all respects, and are and will be in full force and effect for the duration of your use of the services. By using the services, you agree to not allow anyone other than a person listed in the rental form as an “approved driver” to drive the vehicle. To the extent any approved driver is listed in the rental form, such approved driver agrees that this Article 3 will apply to them as though they were the primary driver.

### 5. Pick up, Return and Repossession

You will pick-up and return the vehicle at 20 Second Ave Burlington Ma Should you wish to have the vehicle delivered to you at a different location, you must contact us at 617-659-8852 or [drive@teslas2rent.com](mailto:drive@teslas2rent.com) with such request, which we may accept or reject in our sole discretion. Should we accept such a request, an additional fee will be applicable. Should you wish to return the vehicle to one of our authorized return locations, an additional fee will be applicable. Our authorized return locations are the following addresses: You will return the vehicle in the same condition you received it, including in respect of the tires, tools, plates, other accessories and documents included in or with the vehicle at the time of pick-up. You will return the vehicle with its key(s). You will return the vehicle with at least a 20% charge on its battery or an additional fee will be applicable. You agree to return the vehicle on the date and prior to the time set forth in the rental form or such earlier date at the request of Teslas 2 Rent LLC . If you wish to extend the services you must contact us at 617-659-8852 or [drive@tesla2rent.com](mailto:drive@tesla2rent.com) to request such extension before the return date specified in the rental form, which we may accept or reject at our sole discretion. If you return the vehicle at a later date and time than as set forth in the rental form or as agreed to with us, you will be charged a late fee, as set forth in our fee schedule. If we do accept an extension request, a different rate may be applied to the extension period and a service fee may also apply. In no circumstances will you be entitled to reserve services and/or extend the services for an aggregate period in excess of 3 months. Notwithstanding the foregoing, Teslas 2 Rent LLC may, or may cause its agent, to repossess the vehicle without notice and at your expense, if the vehicle is not returned by the end of the reservation, is found illegally parked, is apparently abandoned, or is used in violation of applicable law or this Agreement. You agree that we may take any actions reasonably necessary to repossess the vehicle, including, remotely disabling or enabling the engine, remotely locking or unlocking the doors, tracking the location of the vehicle through GPS tracking devices and utilizing any other devices or software connected to or affecting the vehicle.

## **6. Cancellation Policy**

You may cancel your reservation for services at any time prior to 48 hours prior to the pick up time set forth in your rental form without charge or penalty. Should you cancel your reservation for services less than 48 hours but more than 24 hours prior to the pick up time set forth in your rental form, we will charge you 50% of the rental fee for the services. Should you cancel your reservation for services less than 24 hours prior to the pick up time set forth in your rental form, we will charge you 100% of the rental fee for the services.

## **7. Condition of Vehicle**

You acknowledge that by taking possession of the vehicle, you have inspected the vehicle for physical damage, stains, trash, soilage, and odors. Should you identify any physical damage, stains, trash, soilage, or odors, you shall notify us using the condition checklist made available or prior to you or any approved driver driving the vehicle. If you do not identify any physical damage, stains, trash, soilage, or odors in accordance with the preceding sentence, you agree that you will be deemed to have confirmed the good condition of the vehicle and the absence of physical damage, stains, trash, soilage, or odors thereto or therein, as applicable.

## **8. Use of Vehicle**

You agree to at all times comply with the terms contained in the Agreement during your use of the services. For each day of the services, you are entitled to drive the vehicle a maximum of 200 miles. Should you drive the vehicle in excess of 200 miles on any given day during the services, an additional fee will be applicable. You will comply with all applicable road safety and other similar legislation, rules and regulations, including, without limitation, in respect of speed limits, substance use, and the use of wireless communication devices while operating automobiles. You will treat the vehicle with reasonable diligence and care as would a prudent owner. Without limiting the generality of the foregoing, you shall not, and shall cause each approved driver to not: (i) carry passengers or property for hire, (ii) carry animals of any kind, (iii) tow any physical property, (iv) operate the vehicle in a race or contest, (v) operate the vehicle on unpaved roads; (vi) operate the vehicle while under the influence of alcohol or a controlled substance, (vii) operate the vehicle in connection with any illegal activity or conduct. In addition, you will, and will cause each approved driver to (i) promptly report any damage to or loss of the vehicle to us and provide us with a written accident/incident report, (ii) where required by law, report any accident to law enforcement, (iii) not misrepresent any information required to be provided or delivered to us in accordance with this Agreement, (iv) remove the keys and close and Lock all doors, close all windows and the trunk whenever leaving the vehicle unattended, (v) prevent the vehicle from being subject to stains, trash, soilage or odors (including from smoking in or near the vehicle), and (v) cooperate with any investigation initiated by us or law enforcement in respect of the vehicle.

## **9. No Responsibility for Loss**

We are not responsible for loss of or damage to any property in or on the vehicle regardless of who is at fault.

## **10. Responsibility for Damages and Reporting**

You will be financially responsible for all physical damage to or theft/loss of the vehicle, any other property and any physical injury that occurs during your use of the services, plus any additional losses, damages, costs and/or fees resulting therefrom. Your responsibility under this Agreement applies regardless of who or what is found to be at fault or if no one is at fault, and regardless of the terms of your insurance. In the event of damage to or theft of the vehicle, other personal property or physical injury you may not continue to use the vehicle other than to return the vehicle to Teslas 2 Rent LLC.

### ***Reporting and Cooperation.***

In the event of damage to the vehicle, other personal property or physical injury occurring during your use of the services and involving a third party or their property, you must make a police report at the time of the incident and then promptly report the incident to Teslas 2 Rent LLC. You agree to use all reasonable efforts to secure evidence from any available witnesses and to provide Teslas 2 Rent LLC or its agent with a written description of the incident and any other information requested, including, the identity and insurance information of any parties involved. You will also cooperate with any investigation conducted by Teslas 2 Rent LLC, third party claims administrators, or any insurers in connection with the incident. In the event of theft of the vehicle or should the vehicle go missing, you must make a police report at the time of becoming aware of the incident and then promptly report the incident to Teslas 2 Rent LLC. You will cooperate with any investigation conducted by Teslas 2 Rent LLC, third party claims administrators, or any insurers in connection with the incident. The following conduct may result in Teslas 2 Rent LLC reporting of the vehicle as stolen to law enforcement, subjecting you, in addition to all other resources of Teslas 2 Rent LLC hereunder, to the penalties and/or other consequences provided for by applicable law: (i) if you fail to comply with any of the terms of this Agreement, (ii) if you misrepresent any information that you provide to Teslas 2 Rent LLC pursuant hereto or any of the information provided Teslas 2 Rent LLC to pursuant hereto becomes inaccurate during your use of the services, or (iii) if the vehicle's interior components are stolen or damaged or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured, unless a police report is filed and Teslas 2 Rent LLC is notified of the incident in accordance with the terms of this Agreement.

### ***Financial Responsibility***

If the vehicle is damaged, you will pay us, in our sole discretion, either the estimated repair cost or if we elect to sell the vehicle in its damaged condition, the difference between the greater of the vehicle's retail fair market value or its depreciated book value before it was damaged and the sale proceeds, plus all incidental and consequential damages determined by law. Under no circumstances are you authorized to repair or service, or have the vehicle repaired or serviced. If you repair or service, or have the vehicle repaired or serviced, you will, in addition to all other liability hereunder, be liable for our cost to restore the vehicle to the condition it was in prior to you taking possession of the vehicle. If the vehicle is stolen or has gone missing, or there is a total loss of the vehicle, you will pay us the greater of the car's retail fair market value or its depreciated book value before it was stolen, it went missing or the total loss, plus all incidental and consequential damages. Further, you will be responsible for any private investigation costs Teslas 2 Rent LLC deems necessary to investigate the stolen or missing vehicle or the loss incident. If your liability hereunder is covered by insurance benefits of any kind, you authorize us to contact your insurance provider directly and on your behalf, and you assign your insurance benefits directly to us to recover all our damages and losses (including incidental and consequential damages and losses) resulting from the incident. In the event that we collect our damages and/or losses from your insurance provider after we have collected our damages and/or losses from you, we will refund the difference, if any, between what you paid and what we collected from your insurance provider.

## **11. Deposit**

Upon completion of your reservation, we will charge your credit card \$300 for credit card or \$1,000 debit card as a deposit. We may apply the deposit to any amount that you may owe us pursuant to this Agreement. Following your return of the vehicle and our inspection of the same, and provided that all amounts owing by you to us in accordance with this Agreement have been paid in full, we will promptly initiate the reimbursement of the deposit on your credit card.

## **12. Fees and Payment**

In addition to the base rental fee, you will also pay all fees set forth in the fee schedule (if applicable), including, all applicable fees in respect of your use of charging stations and in order for us to clean the vehicle as a result of stains, trash, soilage or odors (including from smoking in or near the vehicle). The charges and fees shown on your return record are not final and are subject to review at any time in our sole discretion. Should we initiate a review of the return record, you will pay us any undercharges and you will receive a refund from us for any overcharges. You will also pay all applicable taxes on the base rental rate and any other fees payable by you pursuant to this Agreement.

### **13. Charge/Credit Card**

If you use a charge/credit card to reserve the services, you agree that we may cause your card issuer to set aside or reserve the greater of our then current minimum deposit amount and an amount equal to the estimated total charges due under this Agreement, as indicated on the rental form. We will authorize the release of any excess amount reserved or set aside upon the completion of the services. Your card issuer's rules and policies will apply to the crediting of such an amount back to your credit line or account. You also agree that we may charge your charge/credit card used to reserve the services for all fines, penalties, administrative fees and other amounts payable by you to us, including in respect of late fees, vehicle damages, vehicle cleaning, parking, tolls, and traffic and other violations of applicable laws and regulations

### **14. Penalties and Administrative Fees.**

You will pay all fines, penalties and court costs for parking, traffic, toll and other violations. You agree that we will cooperate with any and all government authorities who seek to enforce these violations and that we may provide any information requested by any such authority in connection therewith. Further, we may pay any such ticket and other penalty on your behalf directly to the appropriate government authority and you will promptly reimburse us for such amount, and all out of pocket costs associated therewith. You will also pay or reimburse us for the actual costs incurred by us enforcing any of our rights under this Agreement and a reasonable administrative fee.

### **15. In-Vehicle Computers**

All vehicles in our fleet are equipped with various systems which monitor the vehicle's condition, performance and operation, battery level, distance traveled, location and other information (the "vehicle information") and may transmit such vehicle information to us, our third party providers and/or the car manufacturer. These systems may have been installed by us, on our behalf, or by the manufacturer. Some or all of these systems will remain on at all times, even if you turn off other media or systems in the vehicle. If the systems are installed by the manufacturer, the manufacturer will process the vehicle information in accordance with its privacy policy. We may enter into agreements with the manufacturer or third parties to receive and/or process the vehicle information. Subject to applicable law, we may use these systems and the vehicle information for all purposes and at any time, including, without limitation: (i) to provide and monitor the services, i.e. remote locking/unlocking, remote disabling engine, and reviewing the vehicle location, odometer, battery level, speed and other data, (ii) general research regarding our customers' use of the vehicles and the optimization and improvement of our services, (iii) to assist in the handling of any liability or property damage claims, (iv) to provide roadside assistance services, (v) to recover the vehicle if it is overdue, lost or stolen, or suspected of being lost or stolen, (vi) to respond to requests from or assist law enforcement and/or regulatory authorities, (vii) as necessary to enforce and protect our rights pursuant to this Agreement, and (viii) if we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person.

### **16. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED BY US ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ROBILE EXPLICITLY DISCLAIMS ANY WARRANTY PROVIDED FOR BY LAW, INCLUDING ANY WARRANTY OF QUALITY, FITNESS, OR QUIET ENJOYMENT.

### **17. Indemnification and Waiver**

You will indemnify and hold us harmless from and against all losses, liabilities, damages, demands, awards, costs, and other expenses (including all attorney's fees) incurred by us as a result of this Agreement or from the use of the vehicle by you or any other person, including claims of, or liabilities to, third parties. Your obligation pursuant to this Section 13) shall apply regardless of any claim you may make to your insurance provider for such losses, liabilities, damages, demands, awards, costs,

or other expenses. You waive any claim against us for incidental, special or consequential damages in connection with this Agreement.

## **18. Email Preferences**

By entering into this agreement you expressly agree that we may send you information about the services, your reservation, promotions and announcements by email.

## **19. Contact Us**

You may contact us by phone & text at (617) 659-8852 or email [drive@teslas2rent.com](mailto:drive@teslas2rent.com)

## **20. No Assignment**

You may not assign any of your rights, benefits, duties or obligations under this Agreement, except with our prior written consent.

## **21. Governing Law**

This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the State of Massachusetts. You irrevocably and unconditionally (i) submit to the exclusive jurisdiction of the courts of the State of Massachusetts over any action or proceeding arising out of or relating to this Agreement, (ii) agree to commence such an action or proceeding in The State of Massachusetts, and to cooperate and use your commercially reasonable efforts to bring the action or proceeding before the State of Massachusetts Québec Superior Court, (iii) waive any objection that you might otherwise be entitled to assert to the jurisdiction of such courts and (iv) agree not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

## **22. Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby remains consistent with the original intent of the parties as of the date of this Agreement.