

Vehicle rental agreement

This agreement is between Wheelhouse Rentals (“we”, “us”) and the renter named in Part 1 (“you”). Part 1 records the details of this rental. Part 2 sets out the terms you agree to. Both parts together are the whole agreement.

PART 1 · RENTAL DETAILS

1. Rental period and locations

PICKUP OR DELIVERY LOCATION

RETURN LOCATION

DATE AND TIME OUT

DATE AND TIME DUE

- ☐ Free pickup at our Costa Mesa spot ☐ Delivered in Costa Mesa (\$10)
- ☐ Delivered elsewhere (\$20) ☐ Unlocked remotely, key inside ☐ Lockbox code

2. Vehicle

YEAR, MAKE AND MODEL

COLOR

LICENSE PLATE

VIN

ODOMETER OUT

FUEL / CHARGE OUT

MILEAGE ALLOWANCE

E F

3. Renter (main driver)

FULL NAME

DATE OF BIRTH

HOME ADDRESS

PHONE

EMAIL

DRIVER'S LICENSE NO. AND STATE

LICENSE EXPIRES

4. Additional driver

FULL NAME

DATE OF BIRTH

DRIVER'S LICENSE NO. AND STATE

LICENSE EXPIRES

5. Insurance for this rental

INSURANCE COMPANY

POLICY NUMBER

POLICY EXPIRES

INSURER CLAIMS PHONE

☐ Renter's own policy, covers rental cars ☐ Coverage bought from us for this rental

☐ Covers rideshare or delivery use (only if approved)

6. Charges and deposit

DAILY RATE

NUMBER OF DAYS

RENTAL SUBTOTAL

\$

\$

DELIVERY FEE (\$0, \$10 OR \$20)

OTHER FEES

INSURANCE BOUGHT FROM US

\$

\$

\$

ADDITIONAL DRIVER

EXTRAS

TAXES

\$

\$

\$

TOTAL RENTAL CHARGES

SECURITY DEPOSIT HELD (\$250–\$500)

EXTRA MILES, PER MILE

\$

\$

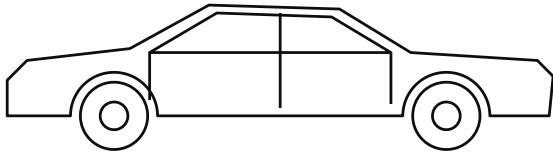
\$

FUEL / CHARGING, PER 1/8

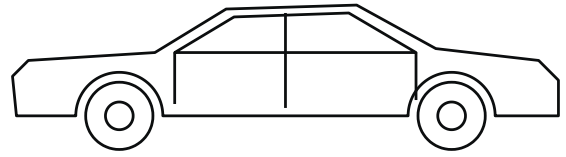
CARD TYPE AND LAST 4 DIGITS

\$

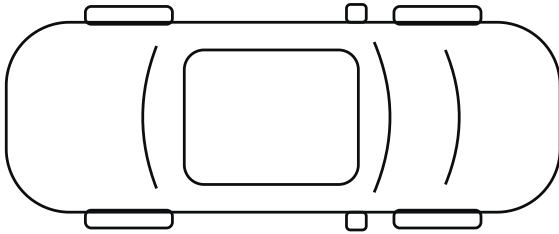
7. Condition at the start of the rental



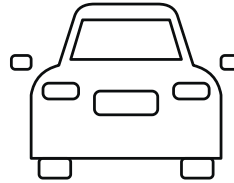
LEFT SIDE · FRONT ←



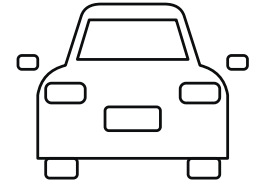
RIGHT SIDE · FRONT →



TOP · FRONT →



FRONT



REAR

Mark damage on the drawing: S scratch · D dent · C chip or crack · X missing part

NOTES (INTERIOR, TIRES, WINDSHIELD, WARNING LIGHTS)

☐ Pre-rental photos taken by us ☐ Renter's pickup photos received

1. This agreement

This agreement covers your rental of the vehicle in Part 1. Part 1, these terms, and any extension we confirm in writing make up the whole agreement. Changes only count if we both agree in writing; text or email is fine. If a court finds any part can't be enforced, the rest still applies.

2. Who can rent and drive

You and every additional driver must:

- be at least 21 years old
- have a valid driver's license
- be insured for this rental, either by your own auto insurance that covers rental cars with at least California's minimum liability limits (currently \$30,000 per person and \$60,000 per accident for injury, and \$15,000 for property damage), or by coverage you buy from us for the rental period

Only drivers named in Part 1 may drive. If anyone else drives, you have broken this agreement and you are responsible for anything that happens.

3. Booking, payment and deposit

- Book through our website or by contacting us directly.
- We accept debit and credit cards through our secure booking system.
- Before we confirm your rental, we hold a security deposit of \$250 to \$500 on your card. The amount is in Part 1. It stays on hold until the vehicle is returned.
- After the return, we release the deposit minus anything you owe under this agreement, such as fuel, extra miles, tolls, unpaid tickets, an insurance deductible, extensions or other fees.

4. Rental period, extensions and late payment

- Return the vehicle to the agreed place by the date and time due in Part 1.
- To keep it longer, ask us before it's due. An extension only counts once we confirm it and you've paid for it.
- Payments are due on time. If a payment is more than 24 hours late, we add a late fee of 20% of the overdue amount.
- If a payment is more than 48 hours late, we may recover the vehicle under section 13.

5. Pickup, keys and return

- Pickup is free at our pickup spot in Costa Mesa; its address is in your booking. Or we deliver the vehicle to the address you give us: \$10 anywhere in Costa Mesa, or \$20 elsewhere within about 20 minutes of Costa Mesa, including John Wayne Airport, Newport Beach and Huntington Beach.
- If you choose delivery, text or tell us the exact delivery address before your start time. If we can't reach the address safely or legally, we'll agree on a nearby spot with you.
- Pickup is contactless. At your start time, we unlock the vehicle remotely and the key is inside, or you open a lockbox with the code we give you. Keep the code private.
- Before you drive, check the vehicle and take photos of all four sides, the interior, and the dashboard showing mileage and fuel or charge. Send them to us and tell us about any damage you find. Damage you don't report before driving is treated as happening during your rental.
- Return the vehicle by the time due in Part 1, to where you picked it up, another spot within our delivery area, or our pickup spot. Lock it, leave the key exactly as instructed, and take photos again.
- If a key or key card is lost or not left as instructed, you pay to replace it and any costs of getting the vehicle back.
- We inspect the vehicle after it's returned.

6. How you may use the vehicle

You must not:

- let anyone not named in Part 1 drive
- drive under the influence of alcohol, cannabis or drugs
- use the vehicle for anything illegal
- race, off-road, or push or tow anything
- smoke or vape in the vehicle
- carry pets unless we agree in advance (service animals are always allowed)
- carry more passengers than there are seatbelts
- rent out, sublease, sell or pledge the vehicle
- use it for rideshare or delivery work (Uber, Lyft, DoorDash and similar) unless we agree in writing before your rental and your insurance covers it
- take it outside California, or into Mexico, without our written permission
- let an electric vehicle's battery run completely flat

7. Looking after the vehicle

- Keep it locked and keep the keys with you.
- Return it in the same condition you received it, apart from normal wear and tear. Damage inside or outside beyond normal wear and tear will be charged to you.
- If a warning light comes on or something seems wrong, stop when it's safe and call us. Don't repair or modify the vehicle without our approval. We'll repay approved repairs when you give us the receipt.

8. Fuel, charging and mileage

- Return the vehicle with the same fuel or charge level it had at the start of your rental, as shown in Part 1. If it's lower, you pay for the fuel or charging needed at the rate in Part 1.
- Unless Part 1 says otherwise, your rental includes 100 miles per rental day, and each extra mile costs \$0.65.
- Miles over the allowance in Part 1 are charged at the per-mile rate in Part 1.
- If the odometer is tampered with or disconnected, we charge mileage based on a reasonable estimate.

9. Insurance and deductible

INITIALS

- You must be insured for this rental by your own auto insurance that covers rental cars, or by coverage you buy from us for the rental period. If you use your own policy, it is the primary insurance.
- You are responsible for any injury, damage or loss you cause to other people or their property that insurance doesn't pay for.
- Coverage you buy from us applies only as its terms say. It does not apply if you break this agreement or don't cooperate with an investigation by us or the insurer.
- If there is a claim, you pay the full insurance deductible. This applies whether the claim is under your policy or ours, and whether or not you drive for Uber or another rideshare company.
- The deductible must be paid before any repairs or other work on the vehicle begins.

10. Accidents, damage and theft

INITIALS

- If there's an accident, damage or theft, call 911 if anyone is hurt, then report it to us and to the police right away. Get a police report, take photos, and get the other driver's name, license and insurance details. Late reporting may make you responsible for extra costs.
- You are responsible for damage to the vehicle during your rental, whatever the cause, up to the cost of repair or the vehicle's fair market value, whichever is less. If repairs cost less than the deductible, you pay the repair cost.
- You also pay for loss of use: the daily rate in Part 1 for each day the vehicle can't be rented because it is being repaired or replaced. You also pay towing, storage and impound charges.

11. Tolls, tickets and towing

- You pay all tolls, parking tickets, traffic and toll violations, fines, court costs, and towing, impound and storage charges during your rental, unless we caused them.
- Orange County's toll roads (State Routes 73, 133, 241 and 261) are cashless. Pay any tolls you use at [TheTollRoads.com](https://www.thetollroads.com) within 5 days.
- If a toll or ticket is sent to us, we pay it and charge you, plus any processing fee the agency charges us. We may give the agency your name and address so the ticket is transferred to you.

12. Charges you agree to pay

INITIALS

You agree to pay us, or the right government agency, when due:

- a. rental time and mileage, including late returns
- b. additional driver fees
- c. the delivery fee, insurance you bought from us, and any extras you chose
- d. fuel or charging under section 8
- e. taxes
- f. tolls, tickets, towing and other costs under section 11
- g. recovery costs under section 13
- h. a cleaning fee of up to \$350 if the vehicle comes back much dirtier than you received it, for example with heavy sand, pet hair or smoke smells
- i. \$50 if a payment you make is returned or declined, or less if the law requires
- j. a late charge of 2% per month on any past-due balance, or the legal maximum if that is lower
- k. all reasonable costs of collecting what you owe or enforcing this agreement, including attorney fees before and after any judgment

13. Recovering the vehicle

INITIALS

We may take the vehicle back at any time, without notice, if:

- a payment is more than 48 hours late
- you break any part of this agreement
- the vehicle is damaged, including an electric vehicle's battery being run flat or stopping working
- the vehicle is used for anything illegal or not allowed by this agreement
- the vehicle is abandoned, or not returned when due

If we recover the vehicle, you pay a recovery fee of \$250 plus \$7 per mile from where we collect it to our return location, plus any other costs of finding and recovering it. These fees aren't negotiable. Rental time you've paid for but not used isn't refunded.

14. Cancellations and refunds

INITIALS

- Cancel more than 48 hours before your rental starts and we refund your deposit in full.
- Cancel less than 48 hours before your rental starts and you lose the deposit.
- We don't refund early returns unless we agree in writing. Rental you've paid for in advance can't be refunded once you have the vehicle.

15. Unpaid balances

If you don't pay what you owe, we may send your account to a collection agency. You pay the costs of collection, including attorney fees, court costs, and interest allowed by law.

16. Vehicle tracking

The vehicle may have a GPS or other tracking device. We only use it as California law allows, for example to find the vehicle if it's reported stolen or missing, if it hasn't been returned 72 hours after it was due, or if police ask us to.

17. Your belongings

We aren't responsible for anything left in the vehicle. Check it before you return it.

18. Claims against us

You agree to defend, indemnify and hold us harmless from claims, losses, costs and attorney fees that arise from your rental or your use of the vehicle, except where they are caused by our own negligence or misconduct.

19. No warranties

We provide the vehicle as is, without warranties beyond those the law requires. Except where the law says otherwise, we aren't liable for indirect losses if the vehicle breaks down, such as missed flights, hotel costs or lost earnings.

20. Law and disputes

California law governs this agreement. Any dispute will be decided in the courts of Orange County, California, including small claims court.

21. Electronic signatures and notices

Signing this agreement electronically, including in our booking system, counts the same as signing on paper. You agree that we can send you notices about this rental by text or email.

Signatures

By signing, you confirm that the details in Part 1 are correct, that you have read and agree to the terms in Part 2, and that you received a copy of this agreement.

RENTER SIGNATURE

DATE

ADDITIONAL DRIVER SIGNATURE

DATE

FOR WHEELHOUSE RENTALS: NAME AND SIGNATURE

DATE

Return inspection

OFFICE USE

DATE AND TIME RETURNED

ODOMETER IN

FUEL / CHARGE IN

MILES DRIVEN / OVER ALLOWANCE

AMOUNT KEPT FROM DEPOSIT

DEPOSIT RELEASED

NEW DAMAGE OR CLEANING NEEDED

INSPECTED BY

E ☐☐☐☐☐☐☐☐☐☐ F

\$

\$