



Rental Car Use Agreement

This Rental Car Use Agreement is made and entered into this ____ day of _____, 2019, by and between Maverick Transportation, LLC (Maverick) and the Driver (Driver)

WHEREAS, Maverick has agreed to pay for a rental car for the Driver's use. The Driver's use shall be limited to the use stated in section 2 of this agreement. Violation of the use or any other provision of this agreement shall subject the Driver to the penalties listed in sections 4 and 5.

1. **RENTAL TERM.** The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated in the rental car agreement signed by the Driver from the Rental Car company until the return of the vehicle to the company. The estimated term shall be defined and communicated by Maverick transportation to the Driver. The Driver is prohibited for any reason for using the vehicle past the end date that has been established by Maverick.

2. **SCOPE OF USE.** Driver will use the Rented Vehicle only from the driver's location to Maverick's facility, and operate the Rented Vehicle only on properly maintained roads and parking lots. Any use of the vehicle outside the scope of from the Driver's location to Maverick's facility must have written approval of a Manager level employee or above of Maverick. If the driver uses the vehicle beyond the permitted use without approval, the Driver will be subject to the penalties of sections 4 and 5. Driver will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. Driver will not sublease the Rental Vehicle or use it as a vehicle for hire. Driver will not allow any other person to drive the vehicle that are not approved by Maverick. The Driver also agrees that they are not allowed to make any upgrades or modifications to the car selected by Maverick. Driver agrees they will not keep the car beyond the term specified by Maverick.

3. **MILEAGE.** Mileage of the Rental Vehicle is mileage at the time of commencement of this Car Rental Agreement. Mileage on the vehicle will be limited by Maverick. Any mileage on the vehicle in excess of this limitation will be subject to an excess mileage surcharge by the rental company. Maverick reserves the right to pass on this surcharge to the Driver of the rental vehicle at Maverick's discretion.

4. INDEMNIFICATION. Driver agrees to indemnify, defend, and hold harmless Maverick for any loss, damage, or legal actions against Maverick as a result of Driver's operation or use of the Rented Vehicle and for damages to the vehicle while in Driver's possession. This indemnification includes any attorney fees necessarily incurred for these purposes. Driver will also indemnify and Maverick for any parking tickets, overages, late fees, moving violations, charges for vehicle upgrades or other citations received while in possession of the Rented Vehicle.

5. PENALTIES. As aforementioned, Driver will be liable for non-permissive use. Non-permissive use is use of the vehicle beyond the scope of what is defined in section 2 of this agreement. Violation of the use of the vehicle can lead to some of the following penalties; surcharges, fines, fees, termination of employment, and criminal prosecution in cases of vehicular theft. Driver will be required to reimburse Maverick for all fines, fees, and charges that Maverick pays to the rental company that are associated with the Driver's violation of any of the sections of this agreement, including damage to the vehicle while in the Driver's possession.

5. REPRESENTATIONS AND WARRANTIES. Driver represents and warrants that Driver is legally entitled to operate a motor vehicle under the laws of the jurisdiction that the Driver will have operate the vehicle in and will not operate it in violation of any laws, or in any negligent or illegal manner.

6. JURISDICTION AND VENUE. In the event of any dispute over this agreement, between Maverick and the Driver of the rental vehicle, it will be interpreted by the laws of the State of Arkansas and any lawsuit or arbitration must be brought in Pulaski County of the State of Arkansas. If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

7. ENTIRE AGREEMENT. This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below.

MAVERICK TRANSPORTATION, LLC

DRIVER

By _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Date: _____

