

HUB NEW YORK Terms and Conditions

1. Definitions: "Agreement" means all terms and conditions found in these Terms & Conditions, the Rental Agreement Face Page, and the Rental Checklist. "You" or "Your" means the person identified as the renter in this Agreement, any person signing the Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Hub New York, LLC. or Hub Enterprises NY, LLC. "Authorized Driver" means: the renter provided that the renter is at least 18; the renter's spouse, any additional driver approved and listed by us on this Agreement, provided that each such person has a valid driver's license and, is at least 25 years of age; and any person who operates the vehicle during an emergency situation to a medical facility. Only Authorized drivers are permitted to drive the vehicle. **The vehicle may be equipped with global satellite positioning ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** "Vehicle" means the automobile or truck identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "CDW" means collision damage waiver. "Collision Damage" means damage to, or loss of, the vehicle caused by collision or upset. Collision Damage does not include comprehensive damage such as damage to or loss of the vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other loss not caused by collision or upset. "Charges" means the fees and charges that are incurred under this Agreement.

2. Rental; Personal Property; Indemnity and Warranties:

This is a contract for rental of the vehicle. We may repossess the vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of law or this Agreement. You release us, our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the vehicle. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.**

3. Condition and Return of Vehicle: You must return the vehicle to our rental office or other location we specify, on the date and the time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. To extend the rental you must contact our rental office before the due in date. If the vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented.

4. Responsibility for Damage or Loss; Reporting to Police: **You are responsible for all physical and mechanical damage to the Vehicle related to an accident. You are responsible for the cost of repair, or the actual cash value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, whether or not you are at fault. You are responsible for the theft if the vehicle if it is established that an Authorized Driver committed, aided or abetted in the commission of theft of the Vehicle.** You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Collision Damage Waiver; Prohibited Uses: If you purchase CDW, your responsibility for Collision Damage to the

Vehicle will be limited to the amount shown on the rental Agreement Face Page. You may avoid your purchase of CDW within 24 hours of purchase in person with the vehicle at our office at no charge, PROVIDED THAT, the rental is for at least 2 days and you sign our cancellation form. We will not waive our right to collect from you for Collision Damage to the Vehicle if the damage or loss (a) is caused intentionally or as a result of willful, wanton or reckless conduct of the driver; (b) arises out of the driver's operation of the Vehicle while intoxicated or impaired by the use of alcohol or drugs; (c) is caused while you are engaged in a speed contest or driver training; (d) occurs while pushing or towing anything or by us elsewhere in this Agreement; (e) occurs while the Vehicle is used to carry persons or property for hire, or being driven off road; (f) arises out of the use of Vehicle by a Person other than: an Authorized Driver, a duly licensed parent or child over the age of 18 thereof who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment; (g) arises out of use of the Vehicle while engaged in the commission of a crime other than a traffic infraction. We will not waive our right to collect from you for Collision Damage to the Vehicle if: (h) we entered into this rental transaction based on fraudulent or materially false information supplied by the renter or an Authorized Driver; or; (i) You fail to report to us damage to the vehicle as required by New York law. **The acts listed in paragraph 5 are prohibited uses of the Vehicle and material breaches of this Agreement. CDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. CDW does not apply to optional equipment ("Optional Equipment") we rent to you for use in the Vehicle or roof damage to the Vehicle. In addition, CDW does not cover damage to tires, glass, or locks or lost keys.**

6. Optional Equipment: We offer certain Optional Equipment, including GPS devices and child safety seats, upon requests and subject to availability for your use during the rental at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.** If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location.

7. Insurance Handling, Accidents/Incidents: You are responsible for all damage or loss you cause to others. You agree to provide primary auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. If you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether that insurance is primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to loss. **You and we reject PIP, medical payments, no fault and uninsured motorist coverage, where permitted by law.** To the extent such protection is imposed by operation law, that protection will be for the minimum limits required by applicable law. You must (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

8. Charges: You permit us to reserve or set aside against your credit/debit card ("Reserve") at the time of rental a reasonable amount in addition to the estimated charges.

We may use the Reserve to pay all charges, but will not use the Reserve to pay for damage to the Vehicle for which you may be responsible unless you agree separately to allow it after the amount of damage is determined. We will authorize the release of any excess Reserve upon the completion of your rental. **Your credit/debit card issuer's rules will apply to your credit line or your account being credited for the excess and may not be immediately released by your card issuer.** You will pay us, or the appropriate government authorities, on demand all Charges, including: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll violations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Vehicle assessed against us or the Vehicle; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of the Agreement; (h) all costs, including pre and post judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (i) 2% per month late payment fee, or the maximum amount allowed by law, on all amounts past due; (k) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and, (l) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented.

9. Responsibility for Tolls, Traffic Violations, and Other Charges:

You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, red light and bus lane tickets, photo enforcement fees. Fines for toll evasion, and other fines, fees, and penalties (each "Violation") assessed against you, us or the Vehicle during the rental. If charging authorities notify us that we may be responsible for payment of Toll or Infraction, you will pay us or a processing firm of our choosing ("Processor"), an administrative fee of up to \$55 for EACH Violation or Toll incurred during the term of this rental. If we or the Processor pay any Tolls or Violations, you authorize us and the Processor to charge all payments and processing fees to the payment cards you used to pay for any rental with us.

10. Personal Information : You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement. Questions regarding privacy should be directed to the location where you rented the Vehicle.

11. Miscellaneous: A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representation and agreements between you and us regarding this rental are void. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.