

VEHICLE RENTAL AGREEMENT

Personal Use — Massachusetts (rental periods of 30 days or less)

DRAFT TEMPLATE — prepared for Rental Focus LLC for review by a Massachusetts-licensed attorney and the company's insurance broker before use. Bracketed items [] must be completed. Not legal advice.

This Vehicle Rental Agreement ("Agreement") is made between the vehicle owner identified below ("Owner") and the renter identified below ("Renter"), and is facilitated by Rental Focus LLC, a Massachusetts limited liability company with its principal office in Dorchester, Boston, Massachusetts 02124 [insert full street address] ("Rental Focus"), which acts as the Owner's booking and payment-collection agent and administers this Agreement on the Owner's behalf.

Rental Details

Rental / booking number	_____
Owner	_____
Renter (full legal name)	_____
Renter address	_____
Renter phone / email	_____
Driver's license no. / state / expiration	_____
Date of birth	_____
Additional authorized driver(s) (name, license no., state)	_____
Vehicle (year / make / model / color)	_____
VIN / plate / state	_____
Odometer out / fuel or charge level out	_____
Pickup date, time and location	_____
Return date, time and location	_____
Mileage allowance	[] miles per day; excess \$[] per mile
Travel permitted	☐ Massachusetts only ☐ New England ☐ Continental U.S. (with notice) ☐ Canada (written approval only)

Charges

Item	Amount
Rental rate (\$___ /day × ___ days)	\$
Trip / booking fee	\$
Young-driver fee (under 25)	\$
Additional driver fee	\$
Optional Damage Waiver (accepted ☐ / declined ☐)	\$

Item	Amount
Delivery fee (if any)	\$
Massachusetts sales tax	\$
Police Training Surcharge (\$2, rentals >12 hrs to 30 days)	\$
Boston rental surcharge (\$10, if contracted in Boston)	\$
TOTAL ESTIMATED CHARGES	\$
Incidentals hold (fuel, tolls, late return only)	\$

OPTIONAL DAMAGE WAIVER

NOTICE: This contract offers, for an additional charge, a damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the damage waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the damage waiver is **OPTIONAL** and **MAY BE DECLINED**. The damage waiver is not insurance. [Attorney to conform this notice to the exact wording of M.G.L. c. 90, § 32E½(B); print in at least 10-point type.]

- ☐ I **ACCEPT** the optional Damage Waiver at \$____ per day. Renter initials: _____
- ☐ I **DECLINE** the optional Damage Waiver. Renter initials: _____

1. Authorized Drivers

Only the Renter and the additional drivers listed above, each of whom has been verified by Rental Focus, may drive the Vehicle. As required by M.G.L. c. 90, § 32E, Renter shall not permit any other person to operate the Vehicle. Each authorized driver must be at least 21 years old (25 for vehicles so designated) and hold a valid driver's license held for at least 2 years.

2. Rental Period and Return

- Renter will return the Vehicle to the agreed location on the return date and time, in the same condition as received except for ordinary wear and tear.
- A 30-minute grace period applies. After that, a late fee of \$[] per hour applies, up to one full day's rate per 24-hour period. A Vehicle not returned within 24 hours of the return time, without an approved extension, may be reported to law enforcement as unlawfully withheld after reasonable attempts to contact Renter.
- Extensions must be requested through the Platform and approved by Owner before the scheduled return time.

3. Permitted and Prohibited Use

The Vehicle may be used only for lawful personal purposes. Renter will not, and will not permit anyone to, use the Vehicle:

- while under the influence of alcohol, drugs or any substance that impairs driving;
- in any race, speed contest, rally or test;
- to carry persons or property for hire, including ride-hail, food or package delivery services, unless expressly authorized in writing;

- (d) to push or tow anything, unless expressly authorized in writing and the Vehicle is equipped for it;
- (e) off paved or properly maintained roads;
- (f) outside the United States, or in Canada without prior written approval;
- (g) to transport hazardous materials, firearms in violation of law, or illegal goods;
- (h) for any criminal purpose or in violation of any traffic law;
- (i) with more passengers than seat belts, or with improperly secured children (child restraints are required by Massachusetts law);
- (j) while smoking or vaping inside the Vehicle, or with animals other than service animals unless Owner permits.

4. Fuel, Charging, Mileage and Cleaning

Renter will return the Vehicle with the same fuel or charge level. Missing fuel is charged at \$[] per gallon (or \$[] per 10% charge) plus a \$[] service fee. Mileage beyond the allowance is charged at the rate above. Excessive dirt, sand, pet hair or odor may incur a cleaning fee of up to \$[]; evidence of smoking may incur a fee of up to \$[].

5. Condition Reports

At pickup and return, Renter and Owner will complete the Vehicle Condition Report with time-stamped photos through the Platform. Damage not noted at pickup and found at return is presumed to have occurred during the rental unless Renter shows otherwise.

6. Responsibility for Damage or Loss

Except to the extent covered by an accepted Damage Waiver, Renter is responsible for physical damage to, theft of, or loss of the Vehicle (including its parts, keys and accessories) occurring during the rental period, from any cause other than ordinary wear and tear, including: (a) the reasonable cost of repair, or the Vehicle's actual cash value if it is a total loss, minus salvage; (b) reasonable loss of use, measured by the Vehicle's booked rate for the days it cannot be rented while being repaired, supported by the booking calendar; (c) reasonable towing, storage and impound charges; and (d) a reasonable claims-administration fee of \$[]. Owner and Rental Focus will provide repair estimates or invoices on request.

7. Optional Damage Waiver

If Renter accepts and pays for the Damage Waiver, Owner waives Renter's responsibility under Section 6 [in full / above a deductible of \$____ — confirm program terms], except that, as permitted by M.G.L. c. 90, § 32E½, the Damage Waiver does not apply to damage or loss:

- (a) caused intentionally, willfully or wantonly by an authorized driver;
- (b) that arises while the driver is intoxicated or under the influence of an illegal drug or chemical;
- (c) that arises while the Vehicle is used in a speed contest;
- (d) that arises while pushing or towing anything, or carrying persons or property for hire, unless expressly authorized;
- (e) that arises while driving outside the United States or Canada, unless expressly authorized;
- (f) that arises while the Vehicle is driven by someone who is not an authorized driver;
- (g) that arises after the Renter or driver obtained the Vehicle through fraud or misrepresentation in the rental information; or
- (h) that arises from a felony committed by an authorized driver.

Declining the Damage Waiver will not result in any additional deposit or hold being required. The incidentals hold above is the same for every renter and is used only for fuel, tolls, citations and late-return charges.

8. Insurance

Owner (or the protection program on Owner's behalf) provides liability coverage for the Vehicle as required by M.G.L. c. 90, § 32E, which may be provided on a secondary or contingent basis where permitted, in at least the Massachusetts compulsory minimum amounts. Renter's own automobile liability insurance, if any, is primary to the extent permitted by law. Renter will provide proof of insurance on request. Personal injury protection (PIP) applies as provided by Massachusetts law.

9. Accidents, Theft and Breakdowns

- In an accident: ensure safety, call 911 if anyone is injured, notify police where required, exchange information, take photos and notify Rental Focus at +1 (857) 701-6188 within 2 hours.
- Report theft to police immediately and to Rental Focus within 2 hours, and return the keys.
- Massachusetts law requires filing a Motor Vehicle Crash Operator Report within 5 days for crashes involving injury, death or property damage over \$1,000; Renter will file as required and send a copy to Rental Focus.
- For breakdowns, contact Rental Focus; do not authorize repairs over \$[100] without approval. Approved repair costs caused by mechanical failure (not misuse) will be reimbursed.

10. Tolls, Tickets and Fines

Renter is responsible for all tolls (including electronic and pay-by-plate tolls), parking tickets, red-light and traffic citations, impound and towing fees incurred during the rental. Renter authorizes Rental Focus to charge these amounts plus an administrative fee of \$[] per item, and agrees that Owner or Rental Focus may provide Renter's name and address to the issuing authority to transfer responsibility where allowed by law.

11. Vehicle Tracking and Privacy

The Vehicle ☐ does ☐ does not contain a GPS/telematics device. If it does, it may be used to locate the Vehicle if stolen, overdue or in an emergency, to verify mileage and fuel, and for safety. Personal data is handled as described in the Rental Focus Privacy Policy. Renter should delete paired phone data from the Vehicle's infotainment system before return.

12. Payment and Authorization

Renter authorizes Rental Focus to charge the payment method on file for the total charges, the incidentals hold, and any post-rental charges allowed by this Agreement, each supported by an itemized receipt and, for damage, documentation. Renter may dispute any charge through the Platform within 30 days.

13. Owner Responsibilities

Owner will deliver the Vehicle clean, safe, registered, inspected, free of open safety recalls and with the registration and insurance card in the glove compartment. Owner will not enter or repossess the Vehicle during the rental except for safety, an emergency, or as allowed in Section 2.

14. Limitation of Liability

Neither Owner nor Rental Focus is responsible for personal property left in the Vehicle, or for indirect or consequential damages, except to the extent caused by their negligence or where such a limitation is prohibited by law. Nothing in this Agreement limits any right Renter has under M.G.L. c. 93A.

15. Dispute Resolution

Informal resolution. Before filing any claim, the party raising the dispute must send a written notice describing it to the other party (for Rental Focus: legal@rentalfocus.us [confirm address]) and both parties will try in good faith to resolve it within 30 days.

Binding arbitration. Any dispute not resolved informally will be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (for individuals) or Commercial Arbitration Rules (for businesses), before a single arbitrator, seated in Boston, Massachusetts, or by video conference. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this section. Judgment on the award may be entered in any court of competent jurisdiction.

Exceptions. Either party may (a) bring an individual claim in small claims court in Massachusetts; (b) seek injunctive relief in court to protect intellectual property or prevent unauthorized use of a vehicle; and (c) report matters to government agencies, including the Massachusetts Attorney General.

Class action waiver. Claims may be brought only on an individual basis, not as a plaintiff or class member in any purported class, collective or representative proceeding, to the fullest extent permitted by law.

Opt-out. An individual may opt out of this arbitration section by emailing legal@rentalfocus.us within 30 days after first accepting these terms, stating their name and intent to opt out.

Governing law and venue. This agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-laws rules, and by applicable federal law. Subject to the arbitration section, the state and federal courts located in Suffolk County, Massachusetts have exclusive jurisdiction. Nothing in this agreement limits any right a consumer has under Massachusetts General Laws chapter 93A or other non-waivable law.

Entire agreement; order of precedence. This agreement, its schedules and the Platform Terms of Service are the entire agreement on its subject. If they conflict, this agreement controls, then the schedules, then the Terms of Service.

Severability. If any provision is held unenforceable, it will be enforced to the maximum extent permitted and the rest remains in effect.

Electronic signatures. The parties agree to sign and keep this agreement electronically under the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and the Massachusetts Uniform Electronic Transactions Act (M.G.L. c. 110G). Electronic copies are originals.

Notices. Notices must be in writing and sent by email to the address on file, with a copy by mail for notices of breach or termination.

Assignment. Neither party may assign this agreement without the other's written consent, except that Rental Focus may assign it to an affiliate or successor in a merger or sale of its business.

No waiver. A failure to enforce a provision is not a waiver of it.

By signing below, Renter acknowledges receiving and reading this Agreement, the Damage Waiver notice and the Rental Focus Terms of Service.

RENTER

Signature: _____ Date: _____

Printed name: _____ Title: _____

ADDITIONAL DRIVER

Signature: _____ Date: _____

Printed name: _____ Title: _____

OWNER (or Rental Focus as authorized agent)

Signature: _____ Date: _____



Printed name: _____ Title: _____