

BUSINESS & INTERSTATE VEHICLE RENTAL AGREEMENT

For companies, commercial use and travel across state lines

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 Business & Interstate Vehicle Rental Agreement ("Agreement") is between the vehicle owner listed below ("Owner"), the business renter listed below ("Company"), and Rental Focus LLC, a Massachusetts limited liability company with its principal office in Dorchester, Boston, Massachusetts 02124 [insert full street address] ("Rental Focus"), which facilitates the rental as Owner's booking and payment-collection agent and administers this Agreement.

Company and Rental Details

Company legal name / entity type / state of formation	_____
Principal place of business (complete physical address)	_____
Company USDOT number (if any)	_____
Company MC / operating authority number (if any)	_____
Authorized representative (name, title, email, phone)	_____
Authorized drivers (attach list: name, license no., state, CDL class if applicable)	See Attachment 1
Vehicle(s) (year/make/model, VIN, plate, GVWR)	_____
Rental term	☐ Daily ☐ Weekly ☐ Monthly ☐ Project: from _____ to _____
Intended use	☐ Local business ☐ Interstate business ☐ Cargo/delivery ☐ Moving ☐ Other: _____
Operating area / states	_____
Rates and charges	See Schedule 1
Company commercial auto insurer / policy no.	_____

1. Business Use and Authorized Drivers

- Company may use the Vehicle(s) for its lawful business purposes in the operating area stated above. Interstate travel within the continental United States is permitted; travel into Canada requires prior written approval; travel into Mexico is prohibited.
- Only drivers listed in Attachment 1, verified by Rental Focus, may operate the Vehicle. Company is responsible for each driver's qualifications, training, conduct and compliance with law, and for updating the driver list before any new driver operates a Vehicle.
- Company is responsible for the acts and omissions of its drivers as if they were its own.

2. Commercial Motor Vehicle and Interstate Compliance

If any Vehicle has a gross vehicle weight rating or gross combination weight rating of 10,001 lbs or more and is used in interstate commerce (a "Commercial Motor Vehicle" under 49 C.F.R. § 390.5), Company is the motor carrier operating the Vehicle and agrees to:

- (a) maintain an active USDOT number and any required FMCSA operating authority, and comply with the Federal Motor Carrier Safety Regulations (49 C.F.R. Parts 382–399), including driver qualification, medical certification, hours of service and records of duty status, vehicle inspection and accident register requirements;
- (b) ensure each driver holds a Commercial Driver's License of the proper class and endorsements where required (including any vehicle with a GVWR of 26,001 lbs or more) and is enrolled in drug and alcohol testing where required;
- (c) keep a copy of this Agreement in the Vehicle for the entire rental term, which identifies Company's legal name, principal place of business and USDOT number as required for short-term rentals of 30 days or less under FMCSA marking rules (49 C.F.R. § 390.21T);
- (d) comply with state registration, fuel tax (IFTA/IRP where applicable), weight, size and permit requirements in every state where the Vehicle operates;
- (e) not transport hazardous materials of any type or quantity; and
- (f) acknowledge that Owner cooperates with federal, state and local law enforcement officials nationwide to provide the identity of customers who operate its rental Commercial Motor Vehicles. [Attorney to insert the exact statement required by FMCSA regulations.]

3. Insurance

- Company will maintain, at its expense, commercial automobile liability insurance covering the Vehicle(s) as hired autos with a combined single limit of at least \$[1,000,000] per occurrence [confirm with broker; federal minimums for for-hire carriers are higher and must be met where applicable], and physical damage coverage for the actual cash value of each Vehicle, naming Owner and Rental Focus as additional insureds and loss payees.
- Where Company is a motor carrier subject to federal financial-responsibility rules (49 C.F.R. Part 387), Company's coverage must meet those minimums and any required filings.
- Company will provide certificates of insurance before pickup and notify Rental Focus at least 10 days before any cancellation or reduction.
- Company's insurance is primary for all losses arising during the rental term.
- Workers' compensation as required by law for all drivers and workers.

4. Charges, Invoicing and Deposit

- Company will pay the rates and charges in Schedule 1. Monthly rentals are invoiced in advance; other charges are invoiced on return. Invoices are due within [15] days. Late balances accrue interest at 1.5% per month or the maximum lawful rate, if less.
- Sales tax and government surcharges are added as required. Company provides any resale or exemption certificate before the rental starts.
- Security deposit: \$[____], refundable within [10] business days after return, less amounts owed.
- Tolls, citations, towing, fuel, mileage overage, cleaning and late return are charged as in Schedule 1, plus an administrative fee of \$[____] per item.

5. Responsibility for Damage, Loss and Third-Party Claims

Company is responsible for any physical damage to, theft of, or loss of the Vehicle(s) during the rental term, including repair cost or actual cash value if a total loss, reasonable loss of use, towing, storage and administrative costs. Company will defend, indemnify and hold harmless Owner and Rental Focus from all claims, fines, penalties and

losses (including reasonable attorneys' fees) arising from the use, operation or possession of the Vehicle(s) during the rental term, Company's violation of law (including FMCSA regulations), or the cargo Company carries, except to the extent caused by Owner's or Rental Focus's negligence or willful misconduct.

6. Maintenance During Long-Term Rentals

For rentals longer than 30 days, Company will perform daily pre-trip checks and arrange routine maintenance (oil changes, tire pressure, fluids) at the intervals in Schedule 1 through Rental Focus service partners, billed to [Owner/Company — select]. Company will immediately report warning lights, defects or recalls and stop using an unsafe Vehicle.

7. Cargo and Goods

Company is solely responsible for loading, securing (in accordance with 49 C.F.R. Part 393 cargo securement rules where applicable) and unloading cargo, and for loss of or damage to cargo. Neither Owner nor Rental Focus is a carrier, bailee or insurer of Company's cargo. Weight limits stated by the manufacturer must not be exceeded.

8. Accidents and Reporting

Company will report any accident, theft or citation involving a Vehicle to Rental Focus within 2 hours, cooperate in investigations, file all reports required by any state or by FMCSA (including recording accidents in Company's accident register), and preserve evidence including dash-camera footage and electronic logs.

9. Termination and Repossession

Rental Focus may terminate this Agreement and recover the Vehicle(s) on written notice if Company fails to pay within 10 days after a past-due notice, lapses insurance, uses a Vehicle in violation of Section 2, or materially breaches this Agreement. Company will make the Vehicle(s) available for recovery and pay reasonable recovery costs.

10. Limitation of Liability

Neither Owner nor Rental Focus is liable for Company's lost profits, business interruption, delay or other consequential damages arising from a Vehicle breakdown or unavailability. Rental Focus will use reasonable efforts to provide a replacement vehicle where available.

11. Dispute Resolution and General Terms

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.

Personal guaranty (optional). ☐ The undersigned individual personally guarantees Company's payment obligations under this Agreement.

COMPANY (authorized representative)

Signature: _____ Date: _____

Printed name: _____ Title: _____

GUARANTOR (if applicable)

Signature: _____ Date: _____

Printed name: _____ Title: _____

OWNER

Signature: _____ Date: _____

Printed name: _____ Title: _____

RENTAL FOCUS LLC

Signature: _____ Date: _____

Printed name: _____ Title: _____

**Schedule 1 — Rates and Charges**

Item	Amount
Daily / weekly / monthly rate per vehicle	\$ / \$ / \$
Mileage allowance and overage	[] miles/month; \$[]/mile
Security deposit	\$
Late return	\$[]/hour up to one day's rate
Cleaning	up to \$[]
Administrative fee (tolls/citations)	\$[] per item
Maintenance interval (long-term)	every [5,000] miles or [3] months

Attachment 1 — Authorized Drivers

Driver name	License no. / state	CDL class / endorsements	Medical card exp. (if CMV)	Verified by RF