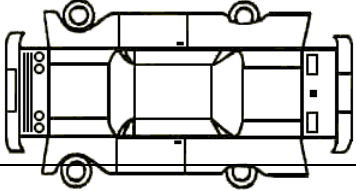


# MIDNIGHT SUN CAR & VAN RENTALS

4211 Spenard Rd  
Anchorage, AK 99517  
(907) 243-8806

# RENTAL AGREEMENT

No. xxxxx

CUSTOMER NAME ("You/Your")				VEHICLE NO.		LICENSE NO. / STATE		xx/xx/xx						
HOME ADDRESS			CITY	STATE	ZIP CODE	ODOMETER OUT	ODOMETER IN	YEAR AND MAKE OF VEHICLE						
DRIVER'S LICENSE NO.				STATE		EXP. DATE		MILES DRIVEN	MODEL AND COLOR OF VEHICLE					
BIRTH DATE		SOCIAL SECURITY NO.		HOME PHONE		VERIFIED		MILES ALLOWED	DATE AND TIME OUT	DATE AND TIME IN				
LOCAL CONTACT			ADDRESS			PHONE		CHARGEABLE MILES	DATE DUE EXPIRATION OF CONTRACT					
CORPORATE ACCOUNT NUMBER						MAX. PAYLOAD		RENTAL RATES DO NOT INCLUDE FUEL		ESTIMATED CHARGES				
EMPLOYER				PHONE		X HOURS @ \$ XX.XX / Hour		X						
EMPLOYER'S ADDRESS				CITY		STATE		ZIP CODE		X DAYS @ \$ XX.XX / Day	X			
ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.				OUT FUEL IN		TOTAL MILEAGE AND RENTAL CHARGES		X						
NAME				DRIVER'S LICENSE #		AGE		Empty		Empty	REFUELING GAS	GALS. @ \$ X.XX	X	
NAME				DRIVER'S LICENSE #		AGE		1/4		1/4	<b>SUB TOTAL</b>		X	
NAME				DRIVER'S LICENSE #		AGE		1/2		1/2	<b>FUEL PURCHASE OPTION</b>		gals.	X
NAME				DRIVER'S LICENSE #		AGE		3/4		3/4	<b>COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)</b>		X	
				DECLINES		ACCEPTS		Windshield Recovery Fee		x.xx	X			
				DECLINES		ACCEPTS		Title & Registration Fee		x.xx / day	X			
				DECLINES		ACCEPTS		Discount		x %	X			
				DECLINES		ACCEPTS		SUB TOTAL			X			
				DECLINES		ACCEPTS		State of Alaska		10.000%	X			
				DECLINES		ACCEPTS		Municipality of Anchorage		8.000%	X			
				DECLINES		ACCEPTS		Customer Facility Charge		x.xx / day	X			
				DECLINES		ACCEPTS		<b>TOTAL CHARGES</b>			<b>XX.XX</b>			
				DECLINES		ACCEPTS		<b>TOTAL DEPOSITS</b>						
				DECLINES		ACCEPTS		<b>TOTAL PAYMENTS</b>						
				DECLINES		ACCEPTS		<b>BALANCE DUE</b>			<b>XX.XX</b>			
				DECLINES		ACCEPTS		<b>CASH REFUND</b>		CUSTOMER INITIALS				
<b>PLEASE READ THE FOLLOWING CAREFULLY</b>														
<ul style="list-style-type: none"> <li>You are responsible for damage to and loss of use for the Vehicle, including any consequential damages, as explained on the back of this rental agreement, unless You purchase a damage waiver.</li> <li>You authorize Us to reserve credit, and to process a credit card voucher in Your name for any unpaid charges related to this rental or loan.</li> <li>You must pay all parking, traffic and toll violations incurred during the rental or loan to the issuing government authorities or to Us.</li> <li>By signing this Agreement, You acknowledge that you have read both sides of this Agreement and agree to all of its Terms and Conditions. You also agree to be fully responsible for all acts and omissions of Authorized Drivers while they drive the Vehicle and their failure to comply with the Terms and Conditions of this Agreement.</li> </ul>														
				DECLINES		ACCEPTS		EXTEND TO		ADDITIONAL CASH DEPOSIT	DATE	INITIALS		
CREDIT CARD						CHECKED OUT BY:			CHECKED IN BY:					
						CUSTOMER SIGNATURE								
						X								

## VEHICLE RENTAL AGREEMENT

Renter agrees to all terms on both sides of this agreement for all of the provisions herein, the term "renter" shall include any and all additional drivers.

**NO DRIVING ON UNPAID ROADS OR ON THE ALASKA FERRY SYSTEM (unless written permission has been given by the rental agency),** including:

**DENALI, EDGERTON, DALTON, TAYLOR, and CANADIAN roads and highways.** In the winter there is a 50-mile radius from Anchorage. (September 15 thru May 15)

**VEHICLE:** The Vehicle, which includes tires, rims, tools, equipment, accessories, and vehicle documents does not belong to the Renter but is delivered to Renter for rental purposes only and is in good operating condition. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. AS TO THE MERCHANT ABILITY OR FITNESS FOR AND PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT. RENTER IS LIABLE FOR ANY DAMAGE TO OR LOSS OF USE OF THE VEHICLE FOR ANY REASON, INCLUDING ANY DAMAGE ARISING FROM ANY USE BY AN UNAUTHORIZED DRIVER.

**VEHICLE RETURN:** On the due date or sooner upon demand, Renter will return the Vehicle in the same operating condition as when received to the place specified. A fee may be assessed for any Vehicle requiring additional expense to restore to pre-rental condition including fuel that is not replaced by the renter, and/or cleaning due to fish smell, smoke, or excessive filth (fish odor \$750 min. charge)

**REPOSSESSION OF VEHICLE:** The vehicle may be repossessed without notice if it (a) is not returned on the date which it is due back; (b) is illegally parked:

(c) is used in violation of law or of this Agreement; (d) is or appears to be abandoned, or (e) if Renter gave false or misleading information at time of rental, or (f) fails to return to rental location. All charges for the repossession or recovery will be the Renter's responsibility. (\$250 min. recovery charge)

**AUTHORIZED DRIVERS:** In addition to Renter, any additional driver who is named on Side 1 of this Agreement, **And who has been instructed on the proper use of the rental vehicle may drive the vehicle only with rental location permission.** These are the only "authorized drivers" who may drive the Vehicle.

**USE RESTRICTIONS:** Renter will operate Vehicle in a safe and prudent manner. Vehicle will not be used or operated by anyone (a) who is not qualified, licensed driver at least twenty-one (21) years old and named on Side 1 of the Agreement; (b) who obtains the Vehicle with fraudulent, missing, or false information; (c) to transport people or property for hire or to push or tow anything; (d) while engaged in any race, speed contest, or any illegal purpose; (e) while committing or involved in the commission of a crime (f) in a reckless, wanton, or negligent manner; (g) to carry hazardous or explosive substance; (h) or other than regularly maintained and paved roadways; (i) while intoxicated or under the influence of any drugs, or drowsy, or whose driving ability is otherwise impaired; (j) outside the state in which the Vehicle is rented without prior written permission of renting location; (k) who leaves the keys in or does not properly and secure the Vehicle (excluding Valet parking); (l) who has more people in the Vehicle than seat belts; (m) who loads the vehicle beyond the manufacturer's designated gross vehicle weight; (n) when insufficient clearance of height and width exists; (o) when further use of the Vehicle would cause it damage (warning light or flat tire, steam rising from engine, or any unusual noise)

**LIABILITY INSURANCE:** Renter, if stated on side 2, represents and warrants that he/she is currently insured, with at least minimum coverage provisions required by state for Automobile Body injury, Property Damage Liability, (including Personal injury Protection, No fault, and Uninsured Motorist coverage where required by law), and Renter's policy further provided Comprehensive and Collision for a rental vehicle. Renter agrees that using or obtaining his or her own insurance for the rental vehicle is part of the consideration relied upon by renting location is renting to renter, in PA, the renter agrees to reject any UWUIM coverage of any policy of insurance or self-insurance available under this agreement UM/UIM coverage protects the renter and any passengers from losses suffered if injury is caused by the negligence of a driver who does not have insurance to pay for losses or damages. Renting location provided coverage would be available after any other insurance available to Renters is exhausted. (a) Unless required by statute, renting location does not provide supplementary No Fault, Non Compulsory Uninsured or Under Insured Motorist Coverage or any other optional coverage. (b) Renting location provided coverage limits are equal to the minimum requirements of the vehicle financial responsibility laws of the state of jurisdiction in which vehicle is used, and that such coverage shall be excess to any other applicable insurance. **BEYOND SUCH LAW. IF ANY, RENTING LOCATION DOES NOT PROVIDE INSURANCE COVERAGE TO RENTER, OR TO ANY OTHER PERSON USING OPERATING OR MAINTAINING THE RENTAL VEHICLE DESCRIBED ON SIDE 1 OF THIS AGREEMENT.** (c) Renter Agrees to cooperate fully in the investigation and defense of and to deliver promptly to the renting location every document relating to any accident, claim or lawsuit (d) Renter will defend and indemnify the renting location from all loss, liability and expense of the coverage available under the terms of this Agreement. **LOSS OF/DAMAGE TO VEHICLE AND LOSS OF USE:** Renter is responsible for the full value (or other amount written on the reverse side) or any loss or damage including rental revenue due to loss of use and related costs and expenses, even if LOSS DAMAGE WAIVER (LDW) has been accepted, if Renter or any authorized driver (a) breached any provisions of this Agreement or violates any of the Use Restrictions or (b) fails (1) within twenty four (24) hours after the accident and/or damage occurs to report collision, theft and/or vandalism damage to the renting location and to the police or other law enforcement agency having jurisdiction to investigate such loss; and (2) to complete an accurate accident report form at the renting location. Lost keys charge is \$150 minimum. Lost vehicle registration is \$5.00.

**LOSS DAMAGE WAIVER:** If Renter declines the optional LDW offered at an additional charge shown on the rental contract, Renter will be responsible for the full value (unless otherwise indicated) of any loss of or damage to the vehicle resulting from any cause regardless of fault. If Renter accepts LDW, Renter will not be responsible for such loss or damage unless in violation of Use Restrictions. LDW is not insurance. Renters own insurance may cover all or part of such loss or damage. Renter should check with his/her insurer to determine the amount of coverage provided for loss of or damage to the vehicle. **IF THERE IS A LAW GOVERNING THE TERMS OF LDW WITHIN THE APPLICABLE JURISDICTION OF THIS CONTRACT, THEN THE TERMS OF THE PROVISION ARE HERE**

**WITHIN CHANGED TO COMPLY WITH THE TERMS OF THAT LAW.** Acceptance of LDW does not cover damages to any other vehicle owned or in control of Renter. Acceptance of LDW does not cover loss of vehicle due to the renter & Renter is responsible for the vehicle's use at all times. **DAMAGED VEHICLE:** Renter will not operate the Vehicle if it is damaged or in need of repair. Renter will be responsible for all damage of the vehicle resulting from such use.

**TIRE AND WHEEL DAMAGE:** Renter is liable for all tires and wheel damage and all chain damage regardless of LDW. Renter is responsible for changing and fixing flat tires.

**GLASS DAMAGE:** The renter is responsible for any and all glass damage incurred to the vehicle. (\$100 min. additional surcharge.)

**PARKING VIOLATIONS:** Renter will pay for all parking violation fines and penalties, plus all costs incurred in the event the Renter fails to make such payment. Renter agrees that in connections with claimed violations, information relative to Renter may be submitted to government authorities. (\$75 min handling fee) **PAYMENT:** Renter will pay on damage all charges due under this agreement. (a) All charges are subject to an audit, and if an error is found, either party shall promptly pay or credit or other, as appropriate, to correct error. (b) If Renter has indicated that a third party will pay for charges due under this Agreement and payment is not made, Renter will pay on damage. (c) Renter consents to the reservation of credit, by credit card issuer, up to the amount of the estimated charges due under this Agreement and authorized the renting location to process a credit card voucher in Renter's name for all charges under this Agreement.

(d) Renter will pay interest at the highest rate permitted by law on any past due charges and will also pay and collections costs, including reasonable attorney's fees, and all court costs if all charges are not paid when due.

**RENTER RESPONSIBILITY FOR PROPERTY:** Renter is solely responsible for any property left or stored in the Vehicle, shuttle bus, or anywhere at the renting location, no matter who received, stored or handled the property.

**FAILURE TO RETURN VEHICLE:** If Renter fails to return the Vehicle on the due back date or within twenty-four (24) hours following a written or oral demand to Renter (which demand, if in writing, shall be considered delivered forty-eight (48) hours after the mailing of a certified letter addressed to the residence or business address of Renter as shown on the reverse side). Renter will be deemed to be in unlawful possession of the Vehicle and to have authorized the issuance of a warrant for the arrest of Renter or any person possessing the Vehicle and may be charged with grand theft of automobile in accordance with applicable statutes.

**VEHICLE REPAIRS:** Renter will not permit any repair to or replacement of any part of the Vehicle without the prior consent of the renting location, and Renter agrees to pay for all such unauthorized repairs and parts. Renter shall not suffer any liens to be placed upon Vehicle.

**MISCELLANEOUS:** (a) Renter will pay all costs incurred by the renting location and will defend and indemnify these parties from all claims, demands and lawsuits resulting from: (1) the issuance of a warrant for the arrest of Renter or any person operating the Vehicle; and (2) any action by the renting location, including self-help, used to secure the return of the Vehicle or otherwise enforce the terms of this Agreement; and (3) any action against the renting location resulting from the Renters breach of this Agreement (b) The renting location shall have no liability for an indirect, special or consequential damages arising in connection with the furnishings, performance or use of the Vehicle for any claim based upon the failure to honor a vehicle reservation requested by the Renter. (c) Renter shall not be considered the agent, servant, or employee of the renting location for any purpose whatsoever. (d) Renter agrees that this Agreement can only be changed in writing and if signed or initialed by both the Renting Location and Renter.