

## Rental Vehicle Agreement

This Agreement constitutes a legal agreement between you (“RENTER”) and Watts On Wheels, LLC (“Watts On Wheels”), an Illinois limited liability company.

WHEREAS, Watts On Wheels desires to make available to \_\_\_\_\_ who currently resides at address: \_\_\_\_\_, hereinafter referred to as “RENTER,” the use of the vehicle(s) (hereinafter referred to as “VEHICLE(S)”) described below to be driven by approved drivers.

Year: 2015

Make: Tesla

Model: Model S

VIN: 5YJSA1E27aannnnnn

### Agreements

NOW, THEREFORE, Watts On Wheels and RENTER agree as follows:

Responsibilities of RENTER are as follows:

1. Allow only those drivers authorized by Watts On Wheels to drive the vehicle. Unless otherwise noted, the only authorized driver in this agreement is the RENTER.
2. To operate the vehicle almost exclusively (at least 75% of the time) in the 6-county metropolitan region of Chicago.
3. Pay all fuel costs during the term of the agreement.
4. In the event of an accident involving the vehicle(s) described herein while this agreement is in effect, RENTER agrees to reimburse Watts On Wheels for any and all costs not covered by liability and collision insurance, including but not limited to the insurance deductible of \$1,000.00. This includes, but is not limited to, common roadway hazards such as tire punctures due to nails or damage caused by potholes.
5. Pay Watts On Wheels a lease rate of \$xxx per 7 calendar day term for 36 weeks per year (non-winter rate). Pay Watts On Wheels a lease rate of \$xxx per 7 calendar day term for 16 weeks per year (winter rate).
6. Pay for all other vehicle operating costs, including but not limited to daily cleaning, tolls, airport tax stamps, parking and other tickets, etc., and pay for maintenance and repair costs to the extent such costs are not covered by the vehicle’s 50,000 mile warranty or the escrow fund described below.
7. Submit a refundable security deposit equal to two weeks rent.

8. Pay an additional \$25 per week into an escrow fund managed by Watts On Wheels. The purpose of escrow account is to pay for unexpected operating expenses such as unpaid tickets, tire replacements, repairs and maintenance that may be needed after the 50,000 mile warranty has expired.

9. Late payments are not accepted. Should the RENTER not submit valid payment by the due date or Watts On Wheels receives a returned payment, then a late fee of \$30 will be charged and the credit or debit card on file will be charged. A 24 hour grace period will be allowed in the rare event RENTER cannot make an on-time payment. However, the late fee will be STRICTLY enforced if payment is not made during the grace period. If the card is declined and RENTER cannot make the past due payment before the next payment due date, then this Agreement is breached and the leased vehicle shall be subject to repossession by Watts On Wheels.

10. Submit Bi-Annual Usage Reports for three years from date of commencement of this lease agreement. Reports may be completed either by mail, email, or through the program website (when such functionality becomes available).

Responsibilities of Watts On Wheels are as follows:

1. Provide vehicle orientation for RENTER.
2. Provide vehicle insurance coverage meeting City of Chicago requirements for livery vehicles.
3. Provide RENTER with a minimum of 2 weeks' notice in the event Watts On Wheels desires to terminate this contract for any reason not due to RENTER's negligence or breach of this Agreement. In the event of RENTER'S negligence or breach of this Agreement, Watts On Wheels may terminate this Agreement immediately upon notice to RENTER.

By entering into this agreement, RENTER certifies the following:

1. RENTER agrees to use the vehicle for the sole purpose of livery business. RENTER shall not use the vehicle (or permit the vehicle to be used) for any illegal purpose and shall comply with all applicable laws, regulations and ordinances.
2. RENTER agrees that the vehicle will only be kept at an address agreed in advance by Watts On Wheels and such address may only be in either Cook or Lake County, Illinois. Vehicle must be kept in a covered garage with electric charging capabilities. Vehicle may not be kept overnight in any uncovered parking space, unless agreed to by Watts On Wheels in writing in advance. Watts on Wheels shall have the right to access and inspect the vehicle.
3. Notwithstanding any other agreements, to the fullest extent permitted by applicable law, RENTER agrees to defend, hold harmless, and indemnify Watts On Wheels from and against any claim, cause of action, expense, cost or liability of any nature, including but not limited to damages with respect to bodily injury, death, and property damage and reasonable attorneys' fees and costs, arising from or relating to RENTER's use of the vehicle. RENTER acknowledges that Watts On Wheels has made no representation or warranty with respect to the condition of the vehicle, and, to the extent permitted by

applicable law, RENTER waives any claims against Watts On Wheels arising from or relating to the condition of the vehicle.

4. RENTER may not subcontract the use of the vehicle under this Agreement or assign, transfer or sublet its rights or obligations under this Agreement, in each case without the prior written consent of Watts On Wheels.

5. In circumstances when the vehicle requires towing, maintenance, or repair during the time when RENTER is using the vehicle, such activities will be managed and coordinated by RENTER upon approval by Watts On Wheels.

6. In the event of any cause of action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

**Method of Payment**

Valid forms of payment are through any major credit, debit card, or electronic funds transfer. Cash and checks are not accepted. RENTER hereby authorizes Watts On Wheels to initiate a withdrawal (for payments in accordance with this Agreement) on or about the first day of each term of this agreement so long as this agreement remains in effect according to the Term agreements set forth below.

**Term**

The term of this Agreement shall be for 7 consecutive 24 hour calendar days. Thus this term shall commence on the date and times written below and end 168 hours from the commencement of this term.

Date Start: \_\_\_\_\_ and Time Start \_\_\_\_\_  
Date End: \_\_\_\_\_ and Time End \_\_\_\_\_

This agreement shall continuously and automatically renew for additional 7 consecutive days (168 hours) terms at the end of each term cycle unless (a) RENTER notifies Watts On Wheels in writing at least 48 hours in advance of the scheduled end date of the lease term of intention to terminate this agreement, or (b) the Agreement is otherwise terminated by Watts On Wheels as permitted by this Agreement.

Signature RENTER:  Date Signed:	Watts On Wheels LLC.  By: _____ _____, Manager Date Signed:
Address RENTER (print):	Address: Watts On Wheels LLC 933 W Van Buren St., Unit 519 Chicago, IL 60607