

You to Apollo on return of the Vehicle.

22. Insurance

For motorized vehicles: You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where State law requires us to provide auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to all other valid and collectible insurance whether 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 vehicular financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law to provide coverage under a certificate or self-insurance in lieu of or in combination with an insurance policy. For non-motorized vehicles: Apollo provides no liability coverage for non-motorized vehicles when rented by you and/or towed by your vehicle whether owned by You or in Your possession. All liability coverage and responsibilities rest with You, and you agree to provide liability insurance policy that covers your towing vehicle. By signing this contract, you acknowledge your understanding of your obligations to provide liability coverage and other protection when operating, using, or in possession of a non-motorized vehicle, including trailers and bicycles. NOTICE: You acknowledge to: assess the liability coverage referred to herein, seek professional guidance regarding adequacy of coverage and to secure additional coverage if you in your sole discretion additional coverage; and to provide your insurance company's name and policy number to us or request.

23. Supplemental Liability Insurance (SLI)

By initiating here, you agree to purchase SLI, the terms of which are summarized in a separate brochure that you acknowledge receiving. This policy does not cover all risks. There is no first party uninsured motorist coverage. Coverage is not extended to persons driving under the influence of alcohol or prescribed drugs or to unauthorized drivers of the vehicle. There are other exclusions. Please read the brochure carefully. Cost \$9 per night.

By initiating here, you decline to purchase SLI. You agree to be primarily responsible for all damage or injury you cause to others or their property. NOTE: Our liability insurance does not cover injuries to passengers in the Vehicle.

24. Responsibility for Loss of or Damage to Vehicle

Regardless of fault, you are responsible for all damage to or loss of theft of the Vehicle during Your rental period resulting from any cause, including, without limitation, damage caused by collisions, weather, vandalism, road conditions and acts of nature.

Subject to the law in the jurisdiction where the Vehicle was rented, your responsibility will include:

- (a) all physical damage to the Vehicle measured as follows:
 - (i) if we determine that the Vehicle is a total loss the fair market value of the Vehicle less salvage;
 - (ii) if we determine that the Vehicle is repairable:
 - (a) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or
 - (b) the reasonable estimated retail value or actual cost of repair plus Diminished Value;

(b) Loss of Use, which shall be measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs.. Loss of Use shall be payable regardless of whether we had other vehicles in our fleet to rent, the Vehicle would have been used but for the damage, or we suffered lost profits as a result of the damage;

- (c) an administrative fee equal to \$75 or the maximum amount permitted under applicable law;
- (d) towing, storage and impound charges and other reasonable incidental and consequential damages; and
- (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees and costs whether or not litigation is commenced. If you do not breach this Agreement your responsibility for loss of or damage to the Vehicle from any cause regardless of fault to a maximum of \$1,500 per occurrence. Your responsibility applies in respect of each claim, not per rental. A second security deposit will be required to continue the rental - if you damage the Vehicle before the scheduled Due-In Date. If the Vehicle is repairable and the rental will continue, all damages must be paid at the time the accident/incident is reported to Apollo, not at the completion of the rental period.

Special notice for rentals commencing in California: Except for ordinary wear, You are responsible for: (a) physical and mechanical damage to the Vehicle resulting from collision up to the fair market value of the Vehicle as determined in the customary market for the sale of the Vehicle, regardless of the cause of the damage; (b) loss due to theft of the Vehicle up to its fair market value, provided that, You failed to exercise ordinary care while in possession of the Vehicle; (c) physical damage to the Vehicle up to its fair market value, as determined in the customary market for the sale of the Vehicle, resulting from vandalism occurring after, or in connection with, theft of the Vehicle, provided that, You have responsibility for theft of the Vehicle; (d) physical damage to the Vehicle up to a total of \$500 resulting from vandalism unrelated to a theft of the Vehicle; (e) actual charges for towing, storage and impound fees paid by Us if you are liable for damage or loss; and, (f) an administrative charge that includes the cost of appraisal and all other costs and expenses incident to the damage, loss, repair, or replacement of the Vehicle. Allowing a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful, and reckless act and is a breach of this agreement. You must report all accidents involving the Vehicle or theft of the Vehicle and vandalism to us within 24 hours of occurrence, and to the police as soon as you discover them. Special notice for rentals commencing in Nevada: In accord with Nevada Revised Statutes § 482.31535 you are responsible for theft of the Vehicle and damage to it whether or not you are at fault. You are also responsible for Loss of Use, and our administrative expenses incurred processing a claim according to Nevada Revised Statutes §§ 482.31535 and 482.3154. Your responsibility for damage to the Vehicle may be covered by insurance you provide.

You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other 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.

25. Protection Package

Public Liability Insurance: The public liability insurance is included in the daily rental rate. Apollo is insured for damages to third parties and/or their property up to a limit of US\$1 million. The public liability insurance that covers the registered drivers is only up to the statutory limit as stipulated by law of the State you are in at the time. This insurance amount is normally very low.
Top Service Inclusion: The maximum SLI insurance covers claims made by third parties against the rental company or You (for damage to third parties or their property). Passengers in the Vehicle are not counted as third parties and the driver is therefore not insured for claims brought by them against him/herself.
Property Damage: You are responsible up to the amount of \$1,500 for the cost of damage to the rented Vehicle. You are also responsible for the cost of demurrage for the period the Vehicle is unavailable due to repairs. The Liability applies in respect of each claim, not per rental. The Liability is applicable regardless of who is at fault and must be paid at the time the accident is reported to Apollo, not at the completion of the rental period.

26. Collision Damage Waiver

If you purchase CDW, we waive your responsibility for damage to the Vehicle. CDW does not apply to damage to optional and additional items that we rent to you, such as navigation aids, child safety seats, and supply packages.

For rentals commencing in California: Your CDW will be void, and we will not waive your responsibility for loss of or damage to the Vehicle if you provided false or fraudulent information to us and we would not have rented the Vehicle had we received true information, or if damage to the Vehicle results from: (a) your intentional, willful, wanton, or reckless conduct; (b) operation of the Vehicle under the influence of drugs or alcohol in violation of § 23152 of the California Vehicle Code; (c) towing or pushing anything; (d) operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (e) use of the Vehicle for commercial hire; (f) use of the Vehicle in connection with conduct that could be properly charged as a felony; (g) use of the Vehicle in a speed test, contest, or driver training activity; (h) operation by a person other than an Authorized Driver; or, (i) operation outside the United States. For rentals commencing in Colorado: Your CDW will be void, and we will not waive your responsibility for loss of or damage to the Vehicle if you gave us false information in order to obtain the Vehicle, or if damage to the Vehicle is caused: (a) by your willful and wanton conduct or misconduct; (b) when the Vehicle is operated by an Authorized Driver who is intoxicated by alcohol or a controlled substance; (c) by participation in a speed contest; (d) when carrying persons or property for hire, or when pushing or towing anything; (e) when committing a misdemeanor, felony or other criminal act; (f) when operated outside the continental United States; or, (h) after the speedometer or odometer is tampered with during the rental. For rentals commencing in Nevada: Your CDW will be void, and we will not waive your responsibility for loss of or damage to the Vehicle if you gave us fraudulent information prior to or during the rental period, or if damage to the Vehicle: (a) results from an Authorized Driver's intentional, willful, wanton or reckless conduct; (b) arises out of an Authorized Driver's use of the Vehicle while intoxicated in violation of Nevada Revised Statutes § 484.379; (c) occurs when the Vehicle is used to push or low anything; (d) is a direct result of the road or driving conditions while an Authorized Driver is operating the Vehicle on an unpaved road; (e) is caused while the Vehicle is used for hire, used in a speed test or speed contest, or used in driver training; (f) results from use of the Vehicle in connection with conduct that constitutes a felony; (g) occurs while the Vehicle is operated by anyone other than an Authorized Driver; (h) occurs outside the United States; or, (i) occurs after an Authorized Driver provides us false information and we would not have rented the Vehicle if we had received true information.

By initiating here, you agree to purchase CDW. Cost \$15 per night. CDW does not cover all instances of damage to the Vehicle. There are exclusions which are outlined in this document.

By initiating here, you decline to purchase CDW. You agree to be responsible for all damage to, or loss of the Vehicle.

27. Responsibility for Tolls and Traffic Violations

You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm of our choosing ("Processor") a processing fee of up to \$75 for each such notification. You authorize us to release your rental and payment card information to governmental authorities and to a Processor for processing and billing purposes. If we or a Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments and processing fees to the credit/debit card you used to pay for this rental.

28. Security Deposit

Standard Liability: A Security of \$1,500 (the "Security Deposit") will be collected at the time of entering into the Rental Contract. The Security Deposit will be debited to the credit card account immediately. An administration fee of \$30 applies.
CDW - Collision Damage Waiver: A Security of \$500 (the "Security Deposit") will be collected at the time of entering into the Rental Contract. The Security Deposit is payable to Apollo by an open signed credit card imprint with an authorisation obtained (sufficient funds must be available for \$500). For security purposes, only a credit card can be used to provide the Security Deposit. The credit card holder must be present and able to sign for the Security Deposit upon pick-up of the Vehicle. The credit card holder is jointly and severally liable for any damage to the rental vehicle. The Security Deposit is fully refundable when the vehicle is returned to the correct location on time, is full of fuel and all other terms of the Rental Contract have been complied with. If there is damage to the vehicle on its return, the Security Deposit will be used to cover the cost of such damage up to the amount of the relevant liability provided. However, if the terms of the Rental Contract are breached and/or the Security Deposit is insufficient to cover the damage, then any other extra cost will be charged to You and You will be full responsible for such costs.

29. Your Full Responsibility

- At all times you will be responsible for:
 - Damage caused to the Vehicle in any way by part or total water submersion be it in fresh or salt water.
 - Damage caused to the Vehicle in circumstances where terms of this Agreement have been breached.
 - Damage caused to the Vehicle by Your willful conduct (eg sitting or standing on the hood or roof of the Vehicle).
 - Damage caused whilst the Vehicle is being transported over water.
 - Damage caused to the Vehicle when using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
 - Damage caused to or loss of any personal belongings.
 - Damage caused by negligence.
 - Damage caused by snow chains.
 - Damage caused by a single vehicle roll over.
 - The recovery cost of the Vehicle if it is stuck in sand, snow, mud or similar type substances.
 - Any costs associated with the replacement of lost, damaged or stolen keys, or the cost of retrieving the Vehicle's keys if they have been locked inside the Vehicle.
 - Any costs associated with using the wrong fuel type or using contaminated fuel.
 - Any costs associated with water being put in the fuel tank.
 - Any costs associated with fuel being put in the water tank.
 - Any costs associated with the Vehicle running out of fuel.
 - Any costs associated with losing the fuel, oil or water caps and items in the convenience kit.
 - Any costs associated with damage or accidents caused by falling asleep whilst driving.
 - Damage caused to/by the awning, slide out, overhead or underbody of the vehicle.

30. Privacy Notice

Apollo has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the applicable privacy laws. Apollo collects personal information to offer, provide, manage and administer its services and products. Apollo discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our customers. However, we limit the use and disclosure of any personal information provided by us to such third parties for the specific purpose for which it was supplied. Apollo will not release Your personal information to anyone other than to which we have already identified. If you would like a copy of our Privacy Policy, or You wish to seek access to or correct the personal information we collect or disclose a value, please contact Apollo.

31. Agreement Disclaimer

If any provision or provisions or in any portion of any provision or provisions, herein is found by a court of law to be in violation of any applicable local state or federal ordinance, statute, law, administrative or judicial decision or public liability, and if such court should declare, such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of the Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights obligations and interest of You and Apollo under the remainder of this Agreement shall continue in the full force and effect. In no way, nor in any event or contingency, shall the amounts contracted for, charged or received under this Agreement or otherwise exceed the maximum rate permitted by applicable law (the "Maximum Rate"). If, from any possible construction of any document, such amounts would otherwise be payable in

excess of the Maximum Rate, any such construction shall be subject to the provisions of this subsection and such document shall be automatically reduced to the Maximum Rate, without the necessity of execution of any amendment of new document, correct the personal information we collect or disclose a value, please contact Apollo.

Rental Vehicle Agreement Number: _____

Vehicle Registration Number: _____

- (1) I have read and understood the above provisions and agree to be bound by them. Ich habe die Vertragsbedingungen gelesen und akzeptiere an diese gebunden zu sein.
- (2) I have been shown over the Vehicle and all features have been demonstrated to me. Das Mietfahrzeug wurde mir erklärt und ich wurde auf alle Funktionen hingewiesen.
- (3) I have checked over the Vehicle and am satisfied that the Vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. Ich selber habe das Mietfahrzeug geprüft und erkläre hiermit, dass das Fahrzeug frei von Insekten und anderen Ungeziefer wie z.B. Ameisen, Fliegen, Mücken, Kakerlaken, Läuse oder Wanzen ist.
- (4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition. Ich selber habe das Mietfahrzeug geprüft und ich bin mit der Sauberkeit sowie mit der Ausrüstung zufrieden.
- (5) Any damage to the Vehicle has been marked on the Vehicle Condition Report. Alle Schäden am Mietfahrzeug wurden im entsprechenden Übernahmeprotokoll vermerkt.
- (6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full. Ich bestätige, dass der Tank bei Übernahme des Mietfahrzeugs voll ist und ich werde das Mietfahrzeug wieder vollgetankt zurückbringen.
- (7) I agree that I have checked the condition of the tyres, including the spare, and I am satisfied that they are in a roadworthy condition. Ich bestätige hiermit dass ich den Zustand aller Reifen, inklusive Reserverad, überprüft habe und ich bin überzeugt dass diese verkehrssicher sind.

1. Signed by Renter: _____

Name: _____

2. Signed by Renter: _____

Name: _____

3. Signed by Renter: _____

Name: _____

4. Signed by Renter: _____

Name: _____

5. Signed by Renter: _____

Name: _____

6. Signed by Renter: _____

Name: _____

Branch Person: _____

Date: _____