



IT'S DRIVE TIME

VEHICLE RENTAL AGREEMENT

Terms and Conditions

Please read this Agreement carefully. By completing your booking, you acknowledge and agree to all terms below.

This Vehicle Rental Agreement ("Agreement") is entered into between **It's Drive Time** ("Lessor") and the individual completing the rental booking ("Lessee"). This Agreement governs the rental of any vehicle made available through It's Drive Time and is binding upon digital acceptance at the time of booking.

1. AUTHORIZED OPERATOR

Only the individual who completed and digitally accepted this Agreement is authorized to operate the rented vehicle. No other person may drive the vehicle at any time during the rental period, regardless of circumstance.

Any unauthorized operation of the vehicle constitutes a material breach of this Agreement. The Lessee assumes full financial and legal liability for any damage, loss, or incident resulting from operation by an unauthorized individual. All operators must hold a full, valid driver's license recognized in the State of Florida.

2. GEOGRAPHIC RESTRICTIONS

THE VEHICLE MAY NOT LEAVE THE STATE OF FLORIDA UNDER ANY CIRCUMSTANCES.

Operation of the vehicle outside Florida constitutes an immediate and material breach of this Agreement, voiding all applicable waivers and protections.

The Lessor reserves the right to use GPS or available technology to verify vehicle location. Any confirmed out of state operation may result in immediate vehicle recovery at the Lessee's sole expense.

3. MILEAGE POLICY

The Lessee will be charged \$0.50 per mile for all miles driven during the rental period.

Mileage is recorded at pickup and confirmed upon return. The Lessee agrees to the odometer readings documented at the time of the rental transaction. Over mileage fees will be applied automatically per the terms of this Agreement.

4. LATE RETURN POLICY

The vehicle must be returned by the date and time agreed upon at the time of booking. If the vehicle is returned after the scheduled time, the following fees apply:

- First hour late: \$50.00
- Each additional hour thereafter: \$75.00 per hour

If the vehicle is not returned within 24 hours of the scheduled return time without prior written authorization from the Lessor, the Lessor reserves the right to report the vehicle as stolen and recover it immediately. The Lessee waives any claim for inconvenience or loss arising from such recovery.

5. FUEL AND CHARGING REQUIREMENTS

The vehicle must be returned at the same fuel or battery charge level as at the time of pickup. If the vehicle is returned with less fuel than at pickup, the Lessee will be charged for a full tank of gas at the current market rate per gallon at the time of return.

For electric vehicles: the battery must not be allowed to drop below 20% state of charge at any time during the rental period. Depleting the battery below this threshold risks damage to the battery system and will result in a fee as outlined in the Fee Summary Schedule below. It is the Lessee's sole responsibility to plan routes and locate appropriate fueling or charging stations during the rental period. The Lessor does not provide roadside assistance for fuel or charging issues.



6. NO SMOKING POLICY

SMOKING OF ANY KIND IS STRICTLY PROHIBITED IN THE VEHICLE AT ALL TIMES AND UNDER ALL CIRCUMSTANCES.

This includes but is not limited to cigarettes, cigars, pipes, e-cigarettes, vapes, marijuana, and any other smokable substance. A fee of \$250.00 will be assessed if the Lessor determines that smoking occurred inside the vehicle, based on odor, ash, burn marks, residue, or any other reasonable evidence. This fee is separate from and in addition to any costs associated with interior cleaning, odor remediation, or damage repair caused by smoking. There are no exceptions to this policy.

7. AUTOPILOT AND SELF-DRIVE FEATURE POLICY

Certain vehicles may be equipped with advanced driver assistance features, including Autopilot, Full Self-Driving (FSD), or similar capabilities (collectively referred to as "Self-Drive"). Use of these features does not relieve the Lessee of the responsibility to remain attentive and in control of the vehicle at all times, as required by Florida law.

Texting, browsing, or using a mobile device while Self-Drive is engaged is strictly prohibited. The following strike policy is enforced:

- **Strike 1:** Formal written warning issued by the Lessor.
- **Strike 2:** Second written warning; documented in the rental record.
- **Strike 3:** Self-Drive feature will be remotely disabled for a period of seven (7) days.

If the Self-Drive feature is suspended during the active rental period as a result of a third strike, a fee of \$100.00 will be charged. The Lessee consents to monitoring of Self-Drive engagement data by completing this rental.

8. SECURITY DEPOSIT

A refundable security deposit of \$250.00 to \$1,000.00 is required at the time of booking. The deposit amount is determined based on vehicle type, rental duration, and other relevant factors.

All applicable fees and charges incurred during the rental period, including but not limited to over-mileage, late return, smoking, fuel or charge deficiency, or Self-Drive suspension fees, will be deducted from the security deposit. Any remaining deposit balance will be refunded within five (5) business days following vehicle return and inspection. If charges exceed the deposit, the Lessee is solely responsible for the outstanding balance and must pay it immediately upon demand.

9. VEHICLE CONDITION

The Lessee accepts the vehicle in the condition documented at the time of pickup. Any pre-existing damage will be noted in the rental record. The Lessee is responsible for all damage occurring during the rental period that is not pre-existing.

The Lessee agrees to pay the full cost of repairing any damage to the vehicle, including but not limited to collision damage, glass, tires, rims, and interior damage, regardless of fault, unless otherwise covered by a purchased waiver.

10. DAMAGE RESPONSIBILITY

The Lessee is solely responsible for all damages to the vehicle that occur during the rental period, whether to the exterior or interior of the vehicle. This responsibility applies regardless of how the damage occurred and regardless of whether the damage was caused by the Lessee or any third party during the rental period.

Damages include but are not limited to all exterior damage such as dents, scratches, and paint damage, as well as all interior damage such as spills, stains, rips, tears, and burns. The Lessee agrees to pay the full cost of all repairs, cleaning, or replacement required to restore the vehicle to the condition in which it was received.

All damage costs will be assessed at the time of vehicle return and deducted from the security deposit. Any amounts exceeding the deposit are the sole financial responsibility of the Lessee and must be paid immediately upon demand.

11. ACCIDENTS, THEFT, AND INCIDENTS

In the event of an accident, theft, or any incident involving the vehicle, the Lessee must immediately notify the Lessor and file a report with local law enforcement. The Lessee agrees to forward all correspondence, legal notices, and documentation related to any incident to the Lessor promptly and to fully cooperate with any insurance or legal processes arising from the rental period.



12. LIABILITY

The Lessee is fully liable for all loss or damage to the vehicle during the rental period, regardless of fault, including damage resulting from theft, collision, acts of God, vandalism, fire, or negligence.

The Lessee agrees to indemnify and hold the Lessor harmless from all claims, suits, costs, and actions arising out of the Lessee's use or operation of the vehicle. The Lessor is not responsible for personal property left in or stolen from the vehicle.

13. GENERAL PROVISIONS

This Agreement constitutes the entire agreement between the Lessor and the Lessee regarding the vehicle rental. No modification or waiver of any term is valid unless made in writing and signed by an authorized representative of the Lessor.

By completing the booking, the Lessee warrants that all information provided is true and accurate. Providing false information is grounds for immediate termination of the rental and forfeiture of the security deposit.

This Agreement is governed by the laws of the State of Florida. Any disputes arising from this Agreement shall be resolved exclusively in the courts of Florida.

If any provision of this Agreement is found unenforceable, all remaining provisions shall remain in full force and effect. The Lessor reserves the right to refuse service or terminate any rental for violation of the terms herein.

FEE SUMMARY SCHEDULE

All applicable fees will be deducted from the security deposit. Any balance exceeding the deposit is due immediately upon demand.

Fee Type	Amount	Notes
Security Deposit	\$250.00 to \$1,000.00	Refunded post-inspection
Over-Mileage Fee	\$0.50 per mile	Applied to all miles driven
Late Return First Hour	\$50.00	Charged after scheduled return time
Late Return Each Additional Hour	\$75.00 per hour	Charged after the first late hour
Smoking in Vehicle	\$250.00	If evidence of smoking is detected
Fuel Deficiency	Current market rate	Full tank charge at current gas price
Battery Below 20 Percent (EV)	Fee applied	See Section 5
Self-Drive Suspension Fee	\$100.00	If suspended during rental period
Unauthorized Driver Penalty	Full liability	Any unlisted operator of the vehicle

By completing your reservation, you confirm that you have read, understood, and agreed to all terms of this Vehicle Rental Agreement.