



Business Credit Application

56079 29 PALMS HWY - YUCCA VALLEY, CA 92284

760 365-2212

Name/Address

Last:	First:	Middle Initial:	Title
Name of Business:			Tax I.D. Number
Address:			
City:	State:	ZIP:	Phone:

Company Information

Type of Business:	In Business Since:			
Legal Form Under Which Business Operates:				
Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Proprietorship <input type="checkbox"/>		
If Division/Subsidiary, Name of Parent Company:	In Business Since:			
Name of Company Principal Responsible for Business Transactions:	Title:			
Address:	City:	State:	ZIP:	Phone:
Name of Company Principal:	Title:			
Address:	City:	State:	ZIP:	Phone:

Bank References

Institution Name:	Institution Name:	Institution Name:
Checking Account #:	Savings Account #:	Home Equity Loan: Loan Balance:
Address:	Address:	Address:
Phone:	Phone:	Phone:

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature

Date

CUSTOMER PROTECTION

The following individuals are authorized to approve rental transactions on behalf of the company.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Do you want our rental counter to call your purchasing department at the time of the rental for approval?

____ YES ____ NO

If yes, number to call _____ Person to Contact _____

Do you want to pay your monthly by credit card? ____ Yes ____ No

DAMAGE WAIVER TERMS

Damage Waiver will be charged on all contracts unless a certificate of Insurance is provided. If a certificate of insurance is not on file at the time of rental, the Damage Waiver fee will be charged on all contracts until received by our office.

OPEN ACCOUNT CREDIT TERMS

- Each invoice is due and payable within 30 days of the invoice date.
- If equipment is rented for more than four continuous weeks or account exceeds credit limit, periodic invoices will be Issued for a rental charge due.
- All such Invoices are due and payable within 30 days of the invoice date.
- Any account with delinquent balance may be placed on a cash basis and the equipment picked up without notice, at discretion of KK Rents LLC.
- KK Rents LLC will file preliminary lien notices whenever the total billing warrants such action this is company policy and is not a reflection of your credit standing.
- A service charge of 1.5% will be added to each delinquent account monthly. If account becomes delinquent renter authorizes KK Rents to charge the credit card on file.

The undersigned warrants that all information on this credit application is true and correct, has read and hereby accepts all the above open account credit terms and conditions and shall be bound by all the terms and conditions as set forth below and on each rental contract. The undersigned also authorizes the release of their credit standing to KK Rents LLC for the purpose of establishing an account of the same.

Signature: _____ Title: _____ Date: _____

PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantees the full and prompt payment when due of all indebtedness, obligations and liabilities of the customer named on the reverse side of this credit application, including all amounts now owing and arising in the future. This guarantee shall continue in force until notice is sent in writing, sent certified mail, returned receipt requested, and received by KK Rents LLC. This notice shall specify the date of termination, not to be less than seven days after the notice is received and shall not affect charges for transactions with the customer that were entered into prior to termination date.

Signature: _____ Title: _____ Date: _____

SS# _____ Driver Lic.# _____ State Issued: _____

Signature of Additional General Partners

Signature: _____ Title: _____ Date: _____

SS# _____ Driver Lic.# _____ State Issued: _____

For the purpose of this Rental Agreement, ("Agreement") "Rental Center" ("Center") shall mean Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, assigns, family members and/or employees.

In consideration of hiring of the rental equipment (herein "the rental equipment or equipment") described here in this Agreement it is agreed as follows:

1. AUTHORITY TO SIGN. Any individual signing the Agreement represents and warrants that he or she is a legal age and has the authority and power to sign this agreement on behalf of Customer.

2. INDEMNITY/HOLD HARMLESS. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CENTER.

3. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

4. OPERATORS. No operators are furnished, directly or indirectly with our equipment.

5. RECEIPT/INSPECTION OF EQUIPMENT. Customer hires the equipment on an "as is, where is, with all faults" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for customer's needs. Customer acknowledges receipt of all items listed in this Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use. Customer acknowledges the equipment was received with all manuals and hazard/warning "stickers" required under the law.

6. POSSESSION/TITLE. Customers right to possession of the equipment begins upon equipment leaving Center and terminates on the Agreed Return Date indicated in this Agreement. Retention of possession after this date constitutes a material breach of this Agreement.

Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the equipment is and shall remain in Center. Customer hereby agrees to indemnify, defend, and hold Center harmless from any and all claims and costs arising from any retaking and/or levy. If equipment is levied upon, Customer shall notify Center immediately. Center will utilize its reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer; accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations.

7. RENTAL PERIOD/RATE/PAYMENT. Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Agreement Agreed Return Date in this Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). **If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged.** Rental charges begin immediately upon equipment leaving Center. Rental charges end upon return of the equipment to Center in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Center may terminate rental at any time and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay Center a fee (which may go to Center's general revenue and be utilized by Center to pay its environmental

expenses and costs of compliance with environmental laws) for environmental compliance.

Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full.

CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.

8. ORDINARY WEAR AND TEAR. Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable, and proper use of the equipment. **Customer responsible for all tire damage.** Damage which is not "ordinary wear and tear" includes but, is not limited to: damage due to collision, overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of lubrication; use of improper fuels or fluids; damage in the nature of dents, bending, tearing; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. **A cleaning charge will be made on equipment returned unclean.**

8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT.

Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all local, municipal, county, state and federal laws, ordinances and regulations and ANSI standards which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, registrations, or taxes arising from his use of the equipment, including any subsequently determined to be due.

Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Center's prior written permission; or, allow a lien to be placed upon the equipment.

Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify Center when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that Center has no responsibility to inspect the equipment while it is in Customer's possession.

Customer agrees not to use equipment in violation of environmental laws.

9. RETURN OF EQUIPMENT. Customer agrees to return to the equipment in as good condition and repair as when received, by Agreement Agreed Return Date. Customer shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss to the equipment and liability incurred prior to equipment's return to Center. Customer shall be responsible for all costs incurred by Center recovering and returning damaged equipment to Center's premises. If equipment is to be picked-up by Center, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment until the equipment is picked-up by the Center.

10. REFUELING SERVICE CHARGE. Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Center on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. **Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.**

11. DISCLAIMER OF WARRANTIES. Center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's Particular intended use, or that it is free of latent defects. Center shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Center shall not be responsible for defect or failure unknown to the Center. Customer's sole remedy for any failure of or defect shall be termination of the rental charges at the time of failure provided that Customer notifies the Center immediately and in writing

of such failure and returns the equipment to Center within (24) hours of such failure.

12. PURCHASE ORDERS. The use of Customer's purchase order number on this Agreement is for Customer's convenience and identification only and does not bind Center.

13. SUBLETTING. Customer agrees not to sublet, loan or assign the equipment.

14. DEFAULT. Should Customer in any way fail to observe or comply with any provision of this Agreement, Center may, at its sole option, terminate this Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to Center. Exercise of any remedy available to Center shall not constitute an election of remedies or a waiver of any additional remedies to which Center may be entitled.

15. RETAKING OF EQUIPMENT. If for any reason it becomes necessary for Center to retake the equipment, Customer authorizes Center to retake the equipment without further notice or further legal process and agrees that Center shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

16. LEGAL FEES. In the event an attorney is retained to enforce any provision (including collection costs) of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

17. RENTAL PROTECTION PLAN/DAMAGE AND WAIVER FEE. Rental Protection Plan is Not Insurance. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, damage or destruction of the Equipment; and (v) none of the Exclusions apply.

Subject to the conditions set forth herein, the Center waives its right to collect amounts from Customer exceeding the lesser of 10% of the replacement value, 10% of the cost of repairs or \$500 plus state and local taxes from losses arising from theft of or direct physical damage to the Equipment.

By Customer accepting the Rental Protection Plan in this Agreement provide immediate notification in the event of theft or an accident and the submit a police report within 24 hours. Notwithstanding the foregoing the following conditions are not covered under the Rental Protection Plan:

A. Any item of equipment or part thereof which is not returned for whatever reason;

B. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment; "

C. Damage to motors or other electrical appliances or devices caused by artificial current;

D. Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment.

E. Damage as a result of vandalism or malicious mischief or intentional abuse;

F. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;

G. All damage resulting from overturning;

H. Leaving keys, if any, in the Equipment when not in use;

I. All damage resulting from use of the equipment in violation of any provision of this Agreement, violation of any law, ordinance, or regulation.

THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE.

18. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of Center to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of Center's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity, or waiver of any provision shall not affect any other provision.

19. INSURANCE. Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary

coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish Center with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Center as an additional insured.

20. GPS TRACKING. Customer consents to the collection and monitoring of electronic information, including Global Positioning Systems (GPS) data, generated by or in connections with the Customer's use of or the location of the equipment (including through or utilizing Telematics Devices). Customer agrees that the Center owns the data described in this paragraph and may use such data, in accordance with the Center Privacy Policy. Customer shall obtain all required consents as may be required under applicable laws from its employees, contractors or other Qualified Operators.

21. MISCELLANEOUS.

A. This Agreement may be executed or delivered by facsimile or e-mail. If this Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Agreement and agrees to all of the terms and conditions of such Agreement.

B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.

C. Customer authorizes and instructs Center to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.

D. Customer authorizes Center to submit all Customer charges to Customer's credit card account.

E. WARNING: THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).

F. Customer acknowledges that it is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the engine is equipped with a spark arrestor.

G. Customer responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts and Silica dust requirements. Customer responsible for all requirements of State Air Resources Board and local Air Quality Management Districts including, but, not limited to recordkeeping, providing notification of use, permits and registrations.

H. Customer is fully aware and acknowledges that the terms and conditions of this Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Agreement at time of delivery.

I. Customer responsible for any damages due to digging, disturbing soil or earth, staking, post hole digging, auguring, etc. Customer responsible for identifying and disclosing to Center all underground obstacles. Center not responsible for damage to above or below ground obstacles.

J. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

K. Customer waives any rights and/or claims to property "left with equipment" and instructs Center to "turn-over" such property (within a reasonable period of time and without the duty to inspect, protect or inventory such property) to the police of the city where Center is located.

L. Customer instructs Center to deliver equipment to address at which Customer represented it will be used and to leave such equipment at such location even if Customer is not present and Customer shall be solely responsible for such equipment pursuant to the terms and conditions of this Agreement

M. Customer agrees to be bound by the terms and conditions of this Agreement for all future deliveries and authorizes Customer's agent's signature of Agreement.

N. For long-term rentals, the Customer is responsible for maintaining proper oil, fuel, hydraulic, coolant or pressure levels, and maintaining normal servicing of equipment.

O. Customer is responsible to make sure anyone operating the equipment understands the proper use and safety requirements for the equipment.

Signature

Date

ADDITIONAL TERMS & CONDITIONS FOR ON-HIGHWAY EQUIPMENT

The Terms and Conditions below are for all On-highway Rental Equipment and are in addition to the standard Rental Service Agreement Term and Conditions.

1. **DRIVER'S LICENSE.** Customer must provide a Valid Driver's License to rent and operate the vehicle.
2. **OPERATIONS.** Vehicle must not be removed from or operated out of California without prior approval from KK Rents.
3. **WATER TRUCKS.** It is the customer's full responsibility to legally obtain and pay for water and meter costs. KK Rents assume no liability for any illegally obtained water and the Customer is responsible for any fines or violation fees. The water source should be located within 5 miles of the job site. Other than collecting water at the source, the water truck should not be driven on the highway or transported with water in the tank.
4. **INSURANCE.** Customer must meet the insurance requirements outlined in the Rental Service Agreement.
5. **ACCIDENT, THEFT AND VANDALISM.** Customer must promptly and properly report any accident, theft or vandalism involving the Vehicle to KK Rents and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If Customer or any Qualified Operator receive any papers relating to such an incident, those papers must be promptly given to KK Rents. Customer and any Qualified Operators must cooperate fully with KK Rents' investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, KK Rents. Customer and any Qualified Operators authorize KK Rents to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.
6. **THIRD PARTY CHARGES.** Taxes, tax reimbursements, vehicle licensing fees, governmental or other surcharges and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to KK Rents.
7. **CLEANING.** Upon return, if the Vehicle in KK Rent's discretion requires more than KK Rents' standard cleaning, KK Rents will charge Customer a minimum of \$250 for professional cleaning.
8. **NO SMOKING.** KK Rents maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the vehicle. If the Vehicle has an odor or is soiled from smoke or vapor of any kind, KK Rents will charge a minimum of \$250 for odor removal.
9. **RECOVERY COSTS.** Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by KK Rents in recovering the Vehicle (1) under this Rental and Service Agreement; or (2) if it is seized by governmental authorities as a result of the use of the Vehicle by Customer, any Qualified Operator or any other operator with Customer.
10. **LOST KEYS/LOST FOBS/LOST TRANSPONDERS/LOCKOUTS.** If Customer loses the Vehicle's keys, key fobs, or toll transponder, KK Rents will charge Customer for the actual cost of replacing the item, a \$100 fee for KK Rents' out-of-pocket administrative costs for replacing lost toll transponders, and for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle. If Customer or Qualified Operator locks the keys and/or key fobs in the Vehicle and requests assistance from KK Rents, KK Rents may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle.
11. **PARKING AND TRAFFIC VIOLATIONS.** CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS, AS WELL AS OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS INCURRED WHILE THE VEHICLE IS ON RENT TO CUSTOMER. IF CUSTOMER IS ISSUED AN AUTOMATED TRAFFIC VIOLATION, CUSTOMER AGREES TO PAY A "TRAFFIC VIOLATION SERVICE CHARGE" COMPRISED OF THE AMOUNT OF SUCH VIOLATION PLUS A FLAT FEE OF \$25.00 WHICH IS THE AMOUNT OF KK RENTS' OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING ANY SUCH VIOLATION, AND EXPENSES RELATED THERETO, IS RECEIVED BY KK RENTS, AND MAY BE CHARGED AT A LATER DATE.
12. **TOLLS, VOILATIONS AND FEES.** CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR AND WILL PAY ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A TOLL-BY-PLATE SYSTEM, OR INCURS A TOLL OR TOLL VIOLATION, CUSTOMER AGREES TO PAY A "TOLLING SERVICE CHARGE" FOR THIS SERVICE. THE TOLLING SERVICE CHARGE IS THE AMOUNT OF THE TOLL PLUS A FLAT FEE OF \$5.00 TO COVER KK RENTS' OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TOLL MANAGEMENT SERVICE. THE EXACT COST WILL BE CALCULATED AND CHARGED BASED ON ACTUAL USAGE OF A TOLL-BY-PLATE SYSTEM OR THE TOLL OR TOLL VIOLATION INCURRED. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING TOLL-BY-PLATE USAGE AND/OR THE TOLL OR TOLL VIOLATION INCURRED, AND EXPENSES RELATED THERETO, IS RECEIVED BY KK RENTS, AND MAY BE CHARGED TO CUSTOMER AT A LATER DATE. CUSTOMER MAY AVOID THE TOLLING SERVICE CHARGE BY PAYING TOLLS WITH ITS OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.
13. **MILEAGE CHARGES AND ADDITIONAL CHARGES.** For certain types of licensed, over the road Vehicles, the rental rate charged to Customer will include a specified number of miles per billing cycle. Customer will be charged for miles in excess of the specified number (the "Additional Mileage Charge") upon the return of the Vehicle. The Additional Mileage Charge will be calculated by multiplying the number of additional miles driven as determined by the Vehicle's odometer or Telematics Device (if applicable) by the charge per mile. For avoidance of doubt, the allowable number of miles per billing cycle and the rate for Additional Mileage Charges will be reflected in the Rental agreement and/or purchase order or similar documents.
14. **OTHER CHARGES.** Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to KK Rents or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to KK Rents.
15. **RETURN OF VEHICLE.** SOME VEHICLES MAY HAVE TELEMATICS DATA COLLECTION, TRACKING, AND RELATED SERVICES SUCH AS A TELEMATICS DEVICE, IN WHICH CASE, CUSTOMER UNDERSTANDS THAT ITS ACCESS AND USE OF THE VEHICLE OR THE SERVICES (AND ANY DATA THAT MAY BE STORED IN CONNECTION THEREWITH) ARE SUBJECT TO THE VEHICLE, SERVICE PROVIDER'S AND/OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE BUT NOT BE LIMITED TO OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES. KK RENTS HAS NO OBLIGATION TO DELETE OR REMOVE ANY TELEMATICS DATA THAT MAY BE CAPTURED ON ANY VEHICLE RETURNED TO KK RENTS, WHICH MAY BE STORED AND HELD IN SUCH VEHICLE INDEFINITELY. IN CALIFORNIA: ELECTRONIC SERVICE TECHNOLOGY INCLUDED IN THE VEHICLE MAY BE ACTIVATED IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE.
16. **ROUTINE MAINTENANCE/DAILY INSPECTIONS.** For long-term rentals lasting longer than 30 days, Customer shall perform Routine Maintenance (as defined herein) and daily inspections on the Vehicle during the Rental Period. "Routine Maintenance" is defined as the replacement of consumable items such as motor oil, radiator coolant, brake fluid, power steering fluid, wiper blades, filters, and brake pads. Routine Maintenance shall be conducted in accordance with the manufacturer's specifications.

Signature: _____

Date: _____