

FCA-VEHICLE USE AGREEMENT

 Advisor:
System Admin

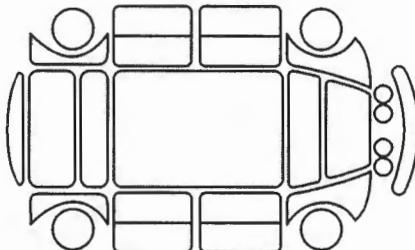
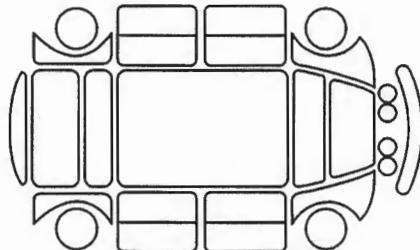
FACE PAGE

CUSTOMER INFORMATION			RO# 289744 623 visa013 R2270	Unit# PO	RA# 27430																																																			
Customer Candice Bernstein			Service Name Warranty RO																																																					
Home Address			VEHICLE INFORMATION																																																					
City Boca Raton	State FL	Zip 33434	Date and time 10/29/2020	OUT 04:27 PM	Date and time IN																																																			
Driver's License No. B652113728690	State FL	Expires 10/09/2024	Date and time 10/30/2020	DUE IN 04:00 PM																																																				
Birth Date 10 09 1972			Telephone (561) 886-7627																																																					
			Vehicle VIN 1C4PJLCB4LD565326																																																					
ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.			License No. HHVU24		State FL																																																			
Additional Driver's Name NONE		Birth Date		Year 2020																																																				
Driver's License No.		State	Expires	Make JEEP																																																				
Additional Driver's Name NONE		Birth Date		Model CHEROKEE																																																				
Driver's License No.		State	Expires	Color BILLET SILVER METALL																																																				
CUSTOMER INSURANCE INFORMATION																																																								
Insurer Geico	Policy No. 451441353509170	Expiration Date 10/15/2021		Mileage OUT 558	Mileage IN																																																			
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<input type="checkbox"/> PERMISSION TO TOW TRAILER WITH LOAD CAPACITY IN EXCESS OF 2,000 POUNDS; NOT TO EXCEED MANUFACTURER'S WEIGHT SPECIFICATIONS.																																																								
<p>You are required to return the Vehicle with at least the same amount of fuel as when rented. If you do not return the Vehicle with at least the same amount of fuel; you will pay us a refueling fee of \$ <u>5.00</u> plus fuel @ <u>\$0.00</u> per gallon.</p> <p>Unless otherwise noted, any daily rate is based on a 24-hour period.</p> <p>The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.</p> <p>Failure to return rented property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.</p>																																																								
Customer's Initials _____																																																								
<p>The following are "Prohibited Uses": Use by an unauthorized driver; smoking, vaping or use of tobacco products in the Vehicle; use of the Vehicle by anyone under the influence of alcohol or prescription or non-prescription drugs; and carrying persons or property for hire or providing transportation network company or other transportation services. See Paragraph 6 of the Terms and Conditions for other Prohibited Uses and additional information.</p> <p>By signing below, you: agree to the terms and conditions of this Agreement set forth on this Face Page, the Vehicle Condition Report, and all pages of the Vehicle Use Terms and Conditions; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate payment card voucher in your name for all Charges, including Tolls and Violations and to release your billing/rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; agree that binding consideration exists, as further described in Section 2 of the Terms and Conditions of this Agreement; and authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our final audit.</p> <p>ALL CHARGES SUBJECT TO FINAL AUDIT</p>																																																								
Customer _____																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc;">RATES DO NOT INCLUDE FUEL</th> <th>CHARGES</th> </tr> </thead> <tbody> <tr> <td> HOURS: <u>0</u> @ <u>\$0.00</u> PER HOUR</td> <td colspan="2" style="text-align: right;"><u>0:00</u></td> </tr> <tr> <td> DAYS: <u>0</u> @ <u>\$0.00</u></td> <td colspan="2" style="text-align: right;"><u>0:00</u></td> </tr> <tr> <td> WEEKS: <u>0</u> @ <u>\$0.00</u></td> <td colspan="2" style="text-align: right;"><u>0:00</u></td> </tr> <tr> <td> MILES: <u>0</u> @ <u>0.00¢</u> PER MILE</td> <td colspan="2" style="text-align: right;"><u>0:00</u></td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL TIME & MILEAGE CHARGES → <u>0:00</u></td> </tr> <tr> <td colspan="3" style="text-align: right;">TAXABLE FUEL <u>0.00</u> GAL. @ <u>\$0.00</u> <u>0:00</u></td> </tr> <tr> <td colspan="3" style="text-align: right;">TAXABLE SUB-TOTAL →</td> </tr> <tr> <td colspan="3" style="text-align: right;">TAX @ <u>0:00</u> %</td> </tr> <tr> <td colspan="3" style="text-align: right;">NON-TAXABLE FUEL <u>0:00</u> GAL. @ <u>\$0:00</u></td> </tr> <tr> <td colspan="3" style="text-align: right;">NO TOLLS NO PETS NO SMOKING</td> </tr> <tr> <td colspan="3" style="text-align: right;">NET DUE CUSTOMER DEPOSIT / REFUND / OTHER</td> </tr> <tr> <td colspan="3" style="text-align: right;">SUB-TOTAL</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL CHARGE → <u>0:00</u></td> </tr> <tr> <td colspan="2" style="text-align: right;">METHOD OF PAYMENT</td> <td>REFUNDED</td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> CHECK <input type="checkbox"/> AMEX <input type="checkbox"/> MC <input type="checkbox"/> EXPIRES <input type="checkbox"/> VISA <input type="checkbox"/> OTHER <input type="checkbox"/> CARD VERIFIED </td> <td>\$ _____</td> </tr> <tr> <td colspan="2"></td> <td>CUSTOMER INITIALS <u>X</u></td> </tr> </tbody></table>						RATES DO NOT INCLUDE FUEL		CHARGES	HOURS: <u>0</u> @ <u>\$0.00</u> PER HOUR	<u>0:00</u>		DAYS: <u>0</u> @ <u>\$0.00</u>	<u>0:00</u>		WEEKS: <u>0</u> @ <u>\$0.00</u>	<u>0:00</u>		MILES: <u>0</u> @ <u>0.00¢</u> PER MILE	<u>0:00</u>		TOTAL TIME & MILEAGE CHARGES → <u>0:00</u>			TAXABLE FUEL <u>0.00</u> GAL. @ <u>\$0.00</u> <u>0:00</u>			TAXABLE SUB-TOTAL →			TAX @ <u>0:00</u> %			NON-TAXABLE FUEL <u>0:00</u> GAL. @ <u>\$0:00</u>			NO TOLLS NO PETS NO SMOKING			NET DUE CUSTOMER DEPOSIT / REFUND / OTHER			SUB-TOTAL			TOTAL CHARGE → <u>0:00</u>			METHOD OF PAYMENT		REFUNDED	<input type="checkbox"/> CHECK <input type="checkbox"/> AMEX <input type="checkbox"/> MC <input type="checkbox"/> EXPIRES <input type="checkbox"/> VISA <input type="checkbox"/> OTHER <input type="checkbox"/> CARD VERIFIED		\$ _____			CUSTOMER INITIALS <u>X</u>
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VEHICLE REPORT

Condition OUT:

Left Head Light		Right Head Light	Left Head Light		Right Head Light
Left Front Panel	Front Bumper	Right Front Panel	Left Front Panel	Front Bumper	Right Front Panel
Left Front Tire	Hood	Right Front Tire	Left Front Tire	Hood	Right Front Tire
Left Driver Door	Roof	Right Front Pass Door	Left Driver Door	Roof	Right Front Pass Door
Left Rear Door	Rear Window	Right Rear Pass Door	Left Rear Door	Rear Window	Right Rear Pass Door
Left Rear Tire	Rear Bumper	Right Rear Tire	Left Rear Tire	Rear Bumper	Right Rear Tire
Left Rear Panel		Right Rear Panel	Left Rear Panel		Right Rear Panel
Left Tail Light		Right Tail Light	Left Tail Light		Right Tail Light



1. Definitions. "Agreement" means all terms and conditions found on the "Face Page" and on all pages of these Terms and Conditions. "You" or "your" means the person identified as the Customer on the Face Page, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer's direction. You are jointly and severally bound by this Agreement. "We," "us" or "our" means the independent automobile dealer or its affiliate named elsewhere in this Agreement. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that you have given us the opportunity to service or repair ("Service Replacement Vehicle"). "Rental Period" means the period from the time you take possession of the Vehicle until the time that the Vehicle is either returned to or recovered by and checked in by us. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. "Daily Vehicle Rate" means either: your daily time and mileage fee; or, for Service Replacement Vehicles, the daily time and mileage fee that we typically charge for vehicles of the same type as the Vehicle. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "Charges" means the fees and charges that are incurred under this Agreement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. Nature of Contract; Consideration; Indemnity and Warranties. This Agreement is a contract for rental of the Vehicle offered to you. This rental is solely a bailment for mutual consideration. By signing the Face Page, you agree to all terms and conditions of this Agreement and acknowledge that binding consideration exists, as follows: our opportunity to service or repair a vehicle you left with us; financial benefits we receive from others for the service/repair work; financial benefits we receive from others to obtain and use this Vehicle as a Service Replacement Vehicle; a fee you pay us; and/or the rights and obligations of this Agreement. **To the extent permitted by law, you: (a) agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement or your use of the Vehicle; and (b) we make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

3. Authorized Drivers. You represent that you are a capable and validly licensed driver.

(a) **Definition.** "Authorized Driver" means: (i) the Customer and the Customer's spouse or domestic partner; (ii) additional drivers listed by us in this Agreement; (iii) if the Customer is a business entity, "Authorized Driver" includes Customer employees who are permissible drivers on the business entity's auto insurance policy; (iv) the Customer's employer, employee or coworker who is engaged in a common business activity with the Customer; (v) a licensed driver driving the Vehicle to a medical or police facility during an emergency; and (vi) a person who parks the Vehicle in a commercial establishment. (b) **Requirements.** Each Authorized Driver must possess a valid driver's license and meet our age restrictions: (i) if the Vehicle is a Service Replacement Vehicle, and the Customer is the sole registered owner of a vehicle left with us for service or repair, then the Customer and the Customer's spouse or domestic partner must be at least age 18. Otherwise, the Customer and the Customer's spouse or domestic partner must be at least age 21; and (ii) an Authorized Driver defined in paragraphs 3(a)(ii) through 3(a)(iv) must be at least age 21. There are no minimum age requirements for Authorized Drivers defined in Paragraphs 3(a)(v) and 3(a)(vi). **Authorized Drivers are the only persons permitted to drive the Vehicle.**

4. Inspection; Condition and Return of Vehicle. You must return the Vehicle to our office on the date and time specified on the Face Page (or sooner upon our demand) with at least as much fuel as when rented, unless we offer, and you purchase, pre-paid fuel. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You may extend the Rental Period for up to one week if you obtain our consent before the date due, and we may require you to return the Vehicle to our office for inspection. The total Rental Period may not exceed 30 days under any circumstances. The Vehicle must be returned in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and Charges may continue to accrue. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories. You will check and maintain Vehicle fluid levels. You grant us, our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during the Rental Period.

5. Responsibility for Damage or Loss; Reporting to Police. Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle; (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 the Daily Vehicle Rate 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. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (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. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.

6. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol or prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a felony or other crime; (e) to carry persons or property for hire or to provide transportation network company or other transportation services; (f) to tow an object in excess of 2,000 pounds, unless specifically approved by notation on the Face Page, or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) if applicable, by anyone who lacks experience driving a vehicle with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; (p) by anyone driving or operating the Vehicle while using a hand-held wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode; (q) in a willful or reckless manner or to intentionally damage the Vehicle or cause injury or property damage to others; or (r) by anyone who is smoking, vaping, or using tobacco products in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).**

Transaction Successful**Transaction Receipt**

Merchant: Schumacher Automotive Delray - (Delray Beach, FL)
Date/Time: 10/29/2020 4:30:43 PM EDT
Transaction ID: 5747757138
Transaction Type: Card Sale
Entry Method: Keyed
Amount: \$0.01

Credit Card Information

CC Type: Visa
CC Number: ****9892
Auth. Code: 009256
Processor: Chrysler Service

Billing Information

US

Shipping Information

US

Order Information

Order ID: 289744

Cardholder Authorization

I agree to pay the above total amount according to card issuer agreement.

Customer Signature