

## Rental Authorization & Reservation Form

(Please check one)

Delivered By: \_\_\_\_\_

Primary Driver  Additional Driver

<b>Renter Information</b>
Full Name
Street Address
City
State
Zip
Home Phone
Cell Phone
Email
Drivers License#
DOB
State
Insurance Provider
Policy #

<b>Reservation Information</b>	Start Date	End Date
Vehicle		
Pick Up / Delivery		
Rental Charges - Credit Card #	Expiration Date	
Name on Card	(CVV) Security Code	
Card Type		
Deposit Verification - Credit Card #	Expiration Date	
Name on Card	(CVV) Security Code	
Card Type		

### Vehicle Condition:

Miles Out \_\_\_\_\_

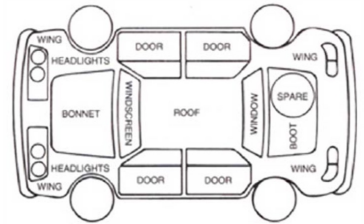
Miles In \_\_\_\_\_

Tank Out

Tank In

TANK				
E	¼	½	¾	F

TANK				
E	¼	½	¾	F



Notes:

I, \_\_\_\_\_ Hereby authorize **mph club of 4200 NW 145th Street, Opa-Locka, FL 33054** to obtain a Consumer Report which may include information in relation to my driving history, personal characteristics, and/or general reputation. This report may include information from the Department of Motor Vehicles, court records or any other source required to verify information supplied by me voluntarily. If an additional driver is added to the reservation, a \$65 consumer report fee will be charged. I agree to \_\_\_\_\_ miles per day/ \_\_\_\_\_ per additional mile.

### Clutch and Transmission

Renter/Member asserts they have received the vehicle with the clutch and transmission in good working condition. In the event there is any damage to the clutch or transmission, Renter/Member agrees to pay **mph club** for any and all cost incurred as a result of damages. Renter/Member also agrees to pay for such damages via their cash deposit or via the credit card on file with **mph club**. Renter/Member acknowledges that damage to the clutch and/or transmission may not be apparent at the time the vehicle is returned due to the high temperature of the engine. Renter/Member agrees to be notified of any damage incurred to the clutch or transmission after the vehicle has been returned. Lessee's Initial: \_\_\_\_\_

### NO SMOKING IN VEHICLE / VEHICLE MUST STAY WITHIN FLORIDA STATE

The full damage deposit will be charged for smoking in any Vehicle(s). This is a per vehicle charge. Other fees may be assessed depending on the damage caused by the smoke to the Vehicle(s). Vehicle may not be driven or moved out of the State of Florida.

### SCRATCHED OR DAMAGED RIMS

A \$500 fee will be applied per rim that returns with scratches. This will be taken from the damage deposit upon return of the vehicle.

### SPEEDING

If vehicle exceeds the posted speed limit, the vehicle will be repossessed and the security deposit becomes nonrefundable.

### \* NOTE: NO REFUNDS ON EARLY RETURNS \*

**mph club** will allow a one HOUR grace period from the return time specified in the contract. Thereafter, the agreed hourly rate will apply. After 6 hours, Renter/Member will be assessed the daily rate.

Lessee's Initial: \_\_\_\_\_

**SUPPLEMENTAL LIABILITY INSURANCE:** By my initials, Renter/Member adheres to pay \$\_\_\_\_\_ per day for additional liability insurance.

Accepts

Declines

LOSS DAMAGE WAIVER DOES NOT COVER BROKEN WINDOWS, WINDSHIELDS, CONVERTIBLE TOPS, TIRES OR ANY DAMAGES CAUSED BY RENTER'S NEGLIGENCE.

Your signature below signifies your approval of the above stated and **mph club** terms on back of this page to be authorized, for your credit card to be charged for the rental deposit, security deposit, and acceptance of our cancellation and refund policy.

Signature X: \_\_\_\_\_

Date: \_\_\_\_\_

mph club only - do not write inside this box

Rental Charges

Damage Deposit

Service Fees

Paid

Balance

**1. DEFINITIONS OF TERMS:** In this rental agreement, unless the context indicates otherwise: "Additional Driver" means such person who, in addition to the Driver, is duly authorized by mph club to drive the vehicle; | "Auto Dealers Guide" means the Kelley Blue Book's publication containing, inter alia, recommended selling prices of motor vehicles; | "Claims Administration Fee" means an administration fee charged in all instances where a claim is processed in respect of damage, loss or theft of the vehicle; | "Contract Fee" means a once-off charge per rental to cater for, inter alia, storage fees of Original Documents; | "Damages" (in relation to the vehicle) means the actual expenditure in towing, transporting and storing the vehicle, repairing any damage (including tire and rim damage), replacing parts and/or accessories (without allowing for depreciation), remunerating an expert to inspect any incident and report thereon, and reimbursing such expert (an invoice, job card or quotation produced by mph club to be prima facie proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature; "Repairer OR Suppliers of our choice". We reserve the right to require any work to be carried out at a repairer of our choice, or any replacement to be done by a supplier of our choice. | "Day" means a period of 24 hours (or any part thereof), calculated from the time out as reflected overleaf; | "Driver" means such person who is duly authorized by mph club to drive the vehicle as reflected overleaf; "Extended" means any extension of the Rental Period authorized by mph club; | "First Amount Payable or Excess" means the first amount that the Renter/Member is responsible to pay in respect of any incident and/or damages and/or theft and/or loss that may result in a claim. | "Official Rates Brochure" means mph club's current official brochure on the rental rates and other general information issued from time to time; | "Rental Period" means the period between the date and time out and the termination date and time as specified in the agreement or if such period is extended, the time and date entered on mph club's records of the rental; "Renter/Member" means all of the persons, jointly and severally, whose names appear on the rental agreement hereof, including any Additional Driver and/or the Driver; | "Renting Location" means the mph club location from which the vehicle is rented by the Renter/Member, alternatively any location agreed upon by the parties; | "Vehicle" means the motor vehicle described on the face hereof including, without limitation: all keys, tires, tools, equipment, accessories and documents in and on the vehicle when the Renter/Member and/or the Driver takes delivery of the vehicle at the renting location and includes any replacement vehicle which has been officially authorized by mph club, whether or not such replacement vehicle was authorized or approved by the Renter/Member; "Traffic Fine Administration Fee" means an amount levied by mph club to administer any traffic fine(s) incurred by the Renter/Member and/or Driver and/or Additional Driver while renting the vehicle; | "Total Loss" (in relation to a vehicle) means - (a) Damages where the estimated costs of repairs is such that the vehicle is, in the sole and absolute discretion of mph club, uneconomical to repair in relation to the value of the vehicle and condition of the vehicle for the time being; or (b) When the vehicle is stolen and/or lost; The amount of the total loss will be the retail value as reflected in the Auto Dealers Guide or if not reflected therein, the new list price of the vehicle, as supplied by the manufacturer, as at the date of loss, less any salvage; and "Waiver" means a reduction of liability/responsibility of the Renter/Member in the event of an incident and/or theft and/or loss of the vehicle or a loss in relation to the vehicle. The singular shall include the plural and vice versa, the masculine gender shall include the feminine gender and vice versa and natural persons shall include legal and juristic persons and vice versa.

**2. RENTAL OF THE VEHICLE:** mph club rents to the Renter/Member, who employs the vehicle subject to the terms and conditions applicable at the time of the rental. The Renter/Member will be bound by these terms and conditions, whether he/she was driving the vehicle or not.

**3. DELIVERY OF THE VEHICLE:** Delivery and transfer of the risk in and to the vehicle shall occur at the time and place that the Renter/Member or his/her duly authorized representative, or the Driver or the Additional Driver takes possession of the keys and/or vehicle at the Renting Location. The vehicle shall be deemed to have been delivered to the Renter/Member or his/her duly authorized representative or the Driver or the Additional Driver in good order and repair and without any damage to, inter alia, the paintwork, upholstery, tires, rims and accessories unless such damage is recorded in writing and signed by mph club and the party referred to above, accepting delivery of the vehicle. The vehicle will be fully fueled for the convenience of the customer.

**4. USE OF VEHICLE:** The vehicle may be utilized by the Renter/Member, the Driver or the Additional Driver for the Rental Period or any extended period as agreed by mph club. The Renter/Member agrees that any extension so noted on mph club's records would correctly reflect such extended period as agreed to by mph club. During the Rental Period, the vehicle may not be used, inter alia, for the conveyance of passengers and/or goods for reward; to propel or tow any other vehicle, (including any caravan or trailer) unless authorized by mph club in writing; to transport goods in violation of any customs laws or in any other illegal manner; in any motor sport or similar high risk activity; beyond the borders of Florida, unless authorized by mph club in writing; or in any area where there is or may be a risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the foregoing; The Renter/Member shall make adequate provision for the safety and security of the vehicle and, in particular, but without limiting the generality of the foregoing, he/she shall keep the vehicle properly locked and secured and immobilized and the burglar alarm (if any) must be activated and any anti-theft device in the vehicle must be properly secured and in place when the vehicle is not in use. Should damages and/or loss be sustained as a result of not removing the removable face (if any) of the radio, the Renter/Member shall be liable for such damages and/or loss. The Renter/Member will ensure that the keys of the vehicle are under the Renter/Member's control at all times. mph club will at all times remain the owner of the vehicle. The Renter/Member or passengers cannot smoke in the vehicle during the Rental Period, otherwise the Renter/Member will be charged a \$500 cleaning fee.

**5. RETURN OF THE VEHICLE:** The Renter/Member shall return the vehicle, at the Renter/Member's expense to an authorized representative of mph club at such time and location agreed to by mph club. The Renter/Member acknowledges that failure to return the vehicle in terms hereof shall constitute illegal possession by him, and mph club may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof. Any costs incurred by mph club to retrieve the vehicle will be charged to the account of the Renter/Member, including, but not limited to, any physical damage that occurs in the repossession of the vehicle. Should the vehicle not be returned as indicated above, any Waiver option and/or Personal Accident Insurance cover in terms hereof will become null and void. Should the vehicle not be returned as indicated above, the vehicle may be reported as stolen to the appropriate authorities. The vehicle shall be returned to mph club in the same condition as received, that being undamaged, in good order and in a roadworthy condition, fair wear and tear excepted. When the Renter/Member returns the vehicle to any Renting Location, the Renter/Member shall: park the vehicle in mph club's reserved parking; and ensure that the vehicle is properly locked and secure; and hand the keys to an authorized representative of mph club or leave the keys in a drop safe provided at the offices of mph club, to be used when the offices are not open for business. In the event that the vehicle is not returned in accordance with clause O above, the sole risk of loss or damage to the vehicle will remain vested in the Renter/Member until such time as mph club has recorded the return of the vehicle. It is the responsibility of the Renter/Member to ensure that the vehicle is fully re-fueled when returning the vehicle. Failure to do so will result in mph club refueling and charge the Renter/Member for the fuel.

**6. TERMINATION/CANCELLATION/EXTENSION OF RENTAL:** Notwithstanding anything to the contrary contained herein, mph club shall be entitled in its sole and absolute discretion to terminate this agreement at any time by notice (verbal or in writing) to the Renter/Member, whereupon the Renter/Member shall immediately return the vehicle to mph club. In the event of such failure to return the vehicle to mph club; mph club shall be entitled to recover possession of the vehicle, wherever found and from whomsoever has possession thereof. The obligations of the Renter/Member and the rights of mph club shall continue in full force and effect until the vehicle has been returned to mph club. Any costs incurred by mph club to retrieve the vehicle will be charged to the account of the Renter/Member. The Renter/Member shall give mph club 24 hours' notice, prior to the termination of the agreement, of his/her intention to extend the Rental Period. The Rental Period shall be extended on acceptance by mph club of the extended Rental Period proposed by the Renter/Member.

**7. THE RENTER/MEMBER/DRIVER:** The vehicle may only be driven by the Renter/Member. (Definition of Renter/Member refer 1.1.13) The Renter/Member/Driver warrants that at all times the vehicle will not be driven by any person authorized in terms of this agreement to drive the vehicle whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or while under the influence of intoxicating liquor or narcotic drugs or similar substances and that every person authorized in terms of this agreement to drive the vehicle will have a valid license to drive the vehicle, and that such person will comply with all applicable laws and will comply in all respects with the provisions of this agreement. The Renter/Member/Driver warrants that he/she will inform mph club of any physical impairment of a person who wishes to be authorized to drive the vehicle, if that physical impairment may prejudice mph club in any way if the vehicle has not been adapted to accommodate the physical impairment. Should the Renter/Member fail to notify mph club of such physical impairment, the Renter/Member will bear the full liability and responsibility for damages in the event of an accident. If the vehicle is driven by anyone other than the Renter/Member, then, without derogating from any rights or remedies which mph club may have, the Renter/Member shall remain liable for all his/her obligations in terms of this agreement and in particular, he/she shall be liable to mph club as if he/she had been driving the vehicle; and The Renter/Member warrants that he/she is entitled and has the capacity to enter into this agreement; that all particulars given to mph club and/or recorded on rental agreement are true and correct.

**8. RENTAL RATES AND CHARGES:** The Renter/Member agrees to pay mph club the rental rates plus all other charges and fees opted for or utilized by the Renter/Member as contemplated overleaf and up until the vehicle is returned to mph club, including, but not limited to miscellaneous charges, airport surcharges, tourism levy, Claims Administration Fee, Contract Fee, Traffic Fine Administration Fee, one way fee, over border charges, delivery fee, collection fee, Collision Damage Waiver Fee (CDW/DW), Theft Loss Waiver Fee (TLW/LW), Personal Accident Insurance (PAI), fuel, additional driver(s) fee. Rental rates charges and fees will be calculated for the whole of the rental period (including any extended period as agreed by mph club) at the rates and on the basis set out in writing, and/or in the Official Rates Brochure, including all taxes levied on any amount payable by the Renter/Member. In determining the rental charges, the distance travelled by the vehicle shall be determined from the vehicle's odometer, or if this is not possible for any reason, by mph club in its sole and absolute discretion, or any other fair and reasonable basis and the Renter/Member shall be obliged to furnish all such information and assistance as mph club may reasonably require for that purpose. If the odometer has been tampered with, then the miles travelled will be deemed to be 500 miles per day. The Renter/Member shall also be liable for all fines, penalties and like expenses including but not limited to parking, traffic and other offences, arising out of or concerning the use of the vehicle during the Rental Period and the Renter/Member accordingly indemnifies mph club against all such liability. The Renter/Member shall also be liable for all attorney and client costs incurred by mph club in instructing its attorneys to recover such outstanding expenses not paid by the Renter/Member.

**9. PAYMENT:** All payments are due on demand, but at latest on termination of the Rental Period (unless otherwise agreed in writing by mph club). All charges payable by the Renter/Member shall be payable by credit card or in cash of the Rental Period unless the Renter/Member has a valid account with mph club and/or mph club requires all or any of the charges to be prepaid in advance. In the event where a Renter/Member chooses to pay cash for a rental, the Renter/Member will not be entitled to set-off or withhold payment of any amounts due in terms of this agreement for any reason whatsoever. If mph club has agreed to accept payment from the Renter/Member by credit card or charge card specified in the agreement, the Renter/Member's signature of this agreement will constitute irrevocable authority for mph club to obtain authorization and/or payment. The signature will also constitute irrevocable authority for the issuer of the card to debit him with the total amount due to mph club including but not limited to any Damages and/or Loss suffered by mph club. In the event that the Renter/Member returns the vehicle to mph club prior to the termination of the Rental Period as specified on the reverse hereof, the Renter/Member will pay, at the discretion of mph club either the usual rates and charges applicable to the Rental Period and/or kilometers actually used, or the rates and charges for the full Rental Period and/or kilometers actually occurred. In the event of an incident and/or if the vehicle is stolen and/or lost, the amount of the Damages and/or the Total Loss as suffered by mph club is payable by the Renter/Member immediately on demand by mph club or its duly authorized representative. The Renter/Member shall be obliged to accept the quotation for repairs as proof of quantum for the Damages caused to the vehicle. Damages in excess of \$10,000.00 will be supported by an independent assessor's report. The Renter/Member by signing the rental agreement, accepts full responsibility for the damages incurred for which he/she is liable. The Renter/Member agrees that if payment is to be made by credit card, his/her signature on the rental agreement shall constitute authority to debit his/her credit card for the total amount due including his/her full liability for any damages incurred. If any amount is not paid on due date, mph club may without prejudice to any rights it may have, charge interest on the overdue amount at the applicable prescribed legal rate or prime as charged by Bank of America plus 3%, whichever is the higher, and in the sole discretion of mph club. A certificate of any director, manager or accountant of mph club as to any amount owed by the Renter/Member to mph club shall constitute prima facie proof of that amount.

**10. RENTER/MEMBER'S RISKS AND LIABILITIES:** If the Renter/Member does not provide full coverage insurance or requires the use of mph club automobile insurance, he/she is responsible for first \$10,000 security deposit deductible in event of a vehicle damage. The Renter/Member shall assume the sole risk of the vehicle from the time that the key and/or the vehicle is handed to the Renter/Member in terms of clause 3 until such time as the vehicle and key is returned in terms of clause 5. The Renter/Member is liable for all fines and/or penalties incurred during the Rental Period and hereby authorizes mph club to disclose any information required by a relevant authority to process any such fines and/or penalties which are incurred during the Rental Period. Should the vehicle be involved in an incident, damaged, stolen and/or lost in a situation where there was a breach of any of the terms and conditions as contained herein, the Renter/Member will be liable for the total loss and/or damage suffered by mph club notwithstanding the fact that waivers were opted for. The First Amount Payable or Excess and the claims ad min fee is not covered by ANY of the waivers and will be for the Renter/Member's own account. Vehicles assigned to this contract are registered and insured to and by MCO Network, Inc., mph club any/all Entities associated with/by mph club.

**11. NO AGENCY:** Neither Renter/Member nor any other driver of the vehicle shall be or is deemed to be agent, servant, or employee of mph club for any purpose during the term of this Agreement. Renter/Member shall completely assume full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

**12. ASSIGNMENT OF INSURANCE BENEFITS:** Renter/Member hereby assigns any and all insurance rights, benefits, proceeds, and any causes of action under any applicable insurance policies to mph club, for services rendered, to be rendered or losses sustained by Company. In this regard, Renter/Member waives his/her privacy rights. Renter/Member makes this assignment in consideration of mph club's agreement to perform services and supply the rental vehicle and otherwise perform its obligations under this contract. Renter also hereby directs his/her insurance carrier(s) to release any and all information requested by mph club, its representative, and/or its Attorney for the direct purpose of obtaining actual benefits to be paid by Renter/Member's insurance carrier(s) for services rendered or to be rendered or losses sustained to the rental vehicle. Renter/Member hereby grants mph club irrevocable power-of-attorney and express permission to endorse Renter/Member's name on any and all checks received from an insurance company of Renter/Member's behalf for services provided by mph club or losses sustained by mph club. Renter/Member agrees that any position of services, deductibles, depreciation, loss of use, diminished value or additional losses requested by the Renter/Member, not covered by insurance, must be paid by the Renter/Member. Renter/Member also hereby authorizes and unequivocally instructs direct payment of any benefits or proceeds to mph club.

**13. PERSONAL ACCIDENT INSURANCE (PAI):** If the Renter/Member accepts the purchase of personal accident insurance as indicated on the agreement, his/her acceptance shall constitute an acceptance by him/her of the benefit of the personal accident insurance policy and other accompanying arrangements, if any, procured by mph club for his/her benefit but subject to all the terms and conditions of that policy and the other accompanying arrangements, if any, and the Renter/Member acknowledges that mph club itself shall not under any circumstances have any liability to him/her under or for any of the benefits under that policy or the accompanying arrangements, if any. Details of the policy and a separate explanatory material (and details of the other accompanying arrangements, if any) are available for inspection by the Renter/Member at mph club's website and the Renter/Member shall in any event be deemed to be aware of and accept all the terms and conditions of the policy and the other arrangements, if any.

**14. PROCEDURE IN THE EVENT OF AN ACCIDENT INVOLVING THE VEHICLE:** If at any time the vehicle is involved in an incident, damaged, Act of God, stolen and/or lost the Renter/Member shall take every reasonable precaution to safeguard the interest of mph club including but without being limited to, the following where appropriate, as failure to adhere to the latter will result in the Renter/Member being liable for the Full and/or Total Loss: The Renter/Member shall notify mph club immediately or within 3 hours of becoming aware of the occurrence and shall within twenty-four hours of the occurrence complete and furnish to mph club, mph club's standard claim form together with a copy of his/her Driver's License; The Renter/Member shall obtain the name(s) and addresses of everyone involved and of witnesses; The Renter/Member shall not admit or claim responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability; The Renter/Member shall report all incidents and/or theft and/or damage regardless of the value or nature to the police within 24 hours after its occurrence and the Renter/Member shall furnish to mph club a reference, case or docket number; The Renter/Member shall make adequate provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances and will retain possession of the keys at all times; The Renter/Member shall co-operate with mph club and its insurer in any investigation, the making or instituting of any claim or action and the defense of any prosecution, claim or action relating to any accident, theft or damage (including, inter alia, depositing to an affidavit or giving evidence in court if he is requested to do so). If the Renter/Member is not the Driver or Additional Driver, then, without in any way derogating from the Renter/Member's obligations in terms of this clause 13, the Renter/Member shall procure that the Driver or Additional Driver complies with the provisions above and the Renter/Member warrants that the Driver or Additional Driver shall do so. The Renter/Member shall within 24 hours of receipt thereof furnish to mph club (and if the Renter/Member is not the Driver or Additional Driver, the Renter/Member shall also procure that the Driver or Additional Driver does) any notice of claim, demand, summons or the like which the Renter/Member or the Driver may receive in connection with the vehicle. The Renter/Member warrants that the information completed in MPH CLUB's claim form as referred to above, will be complete, true and correct in every respect.

**15. INDEMNITY OF mph club BY RENTER/MEMBER:** Neither mph club nor any of its directors, officers, employees, servants or agents shall be liable for any loss or damage (including, without limitation, any loss or damage to property left or transported in the vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the vehicle), whether direct, indirect, consequential or otherwise arising from the rental by the Renter/Member of the vehicle, including, without limitation, any defect in and/or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of mph club to detect defects in or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or delict, including negligence or gross negligence or otherwise which may be suffered by the Renter/Member and/or any third party and/or passenger. mph club, its directors, officers, employees, servants or agents are accordingly indemnified by the Renter/Member or his/her estate against any claim of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against them arising from or connected with or pursuant to the renting of the vehicle contemplated in these terms and conditions.

**16. LOSS OF USE/ DIMINISHED VALUE:** Renter/Member agrees to reimburse mph club for loss revenues for the inability of mph club to rent the Vehicle due the default of the Renter/Member or any damage caused by Renter/Member. Loss revenue shall be calculated as the daily rental rate of the vehicle times the number of days the vehicle is out of use, due the fault of the Renter/Member. Diminished value of the vehicle due to the fault of the Renter/Member shall be calculated and added to the final settlement value. If Renter/Member's insurance provider denies coverage of vehicle for any reason, the Renter/Member can be held liable for three times the amount of the vehicles market value.

**17. GENERAL:** If any provision of this agreement is found by a court of law to be invalid or void such provision will be severed from the agreement, without affecting the remainder of the provisions hereof. No extension, latitude or other indulgence that may be given or are allowed by any party in respect of performance of any obligation hereunder, and no delay or forbearance in the enforcement of any party arising from this agreement, and no single or partial exercise of any right of any party under this agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or a novation or otherwise affect any Party's rights in terms of or arising from this Agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. The Renter/Member authorizes mph club to insert any particulars in the agreement which are not known or are unavailable at the time of signature hereof in order to rectify any bona fide errors in any fact, figure or calculation. This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the State of Florida and the United States. The Renter/Member further consents to the jurisdiction of the Magistrates Court, should mph club, at its election, bring legal proceedings in a Magistrates Court, notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrates Court. The Renter/Member agrees, however, that mph club in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction. The Renter/Member shall not be entitled to cede any of his/her rights or obligations under this agreement or to rent or part with possession of the vehicle, its tires, tools or equipment or any part of it. If mph club institutes any legal proceedings against the Renter/Member to enforce any of its rights under this agreement it shall be entitled to recover from the Renter/Member all the legal costs it incurs to its own attorneys in accordance with their usual charges and assessed as between attorney and own client including but not limited to collection commission and tracing agency charges. The Renter/Member chooses the address specified in the agreement as his/her domicile (cittadi ed ecucantadi) that being the address for service of all legal process. mph club shall be entitled to carry out a credit check on a Renter/Member with one or more credit agencies who may retain a record thereof and mph club shall be entitled to record any default by the Renter/Member with any credit agency. Such records may be made available by the credit agency to third parties, in which case mph club shall not be held liable/responsible for any repercussions such disclosure may have on the Renter/Member. mph club may monitor the applicant Renter/Member's payment behavior by researching their profile at one or more of the credit agencies. mph club may use new information and data obtained from credit agencies in respect of the applicant Renter/Member's future credit applications. mph club may record the existence of the applicant Renter/Member's account with the credit agencies. mph club may record and transmit details of how the applicant Renter/Member has performed and how the account is conducted by the applicant Renter/Member in meeting their obligations on the account.

The Renter/Member acknowledges that certain vehicles may be fitted with a vehicle management system, which is used to inter alia, record speed and other information relating to the vehicle rented. mph club shall be entitled to use such information (Including in court proceedings) as it deems fit. If the Driver and/or Additional Driver (if applicable) is not the same as the Renter/Member, then the Driver and/or Additional Driver shall bind himself/herselves as surety and co-principal debtor in solidum with the Renter/Member in favor of mph club for the due fulfillment of all of the obligations of the Renter/Member to mph club in terms of this agreement.

**18. ENTIRE AGREEMENT:** This document contains the entire agreement between the parties regarding the matters contained herein and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in writing by mph club, other than mph club agreeing to extend the agreed return date for the vehicle.

**RENTER/MEMBER'S SIGNATURE:**

**DATE:**