SIXT rent a car

Ready to rent.

Terms and Conditions Rental Jacket.

TIPS FOR A SMOOTH RENTAL PROCESS:

BEFORE

Inspect your vehicle for any existing damages and verify if they are listed on your rental agreement. If not, alert a SIXT employee to record them BEFORE leaving the branch.

DURING

Refill your tank before returning if you did not purchase our prepaid fuel option, otherwise, you will be charged a per-gallon rate as stated in your contract. Keep a copy of your receipt as you may be asked to present it upon returning the vehicle.

AFTER

Check the trunk, glove box, center console, and under the seats for personal belongings before returning your vehicle.

A Customer Service Associate will log the fuel, miles, and any damages.

You will receive an invoice via email within 24 hours of returning your car.

Rental Agreement Terms and Conditions "Terms and Conditions"

1. Definitions. "Agreement" means the Terms and Conditions in these Terms and Conditions and the provisions found on the Face Page provided to you on the day of your rental (the "Face Page"). "You" or "your" means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver, or any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our", "Sixt" or "us" means Sixt Rent a Car, LLC. "Additional Driver" means a person we list on the Face Page of this Agreement. "Authorized Driver" means the renter, any Additional Driver, or any other individual but only where required by applicable state law. An "Unauthorized Driver" means anyone who is not the renter, any Additional Driver, nor any other individual as required by applicable state law. For rentals with pick-up locations in California, Illinois, Missouri, Nevada, Oregon, Texas, New York, Utah, and Wisconsin, "Authorized Driver" includes your spouse. For rentals with pick-up locations in California, Illinois, Missouri, Nevada, Oregon, Texas, Utah, and Wisconsin "Authorized Driver" includes your employer, and co-workers (who are not your employees, except for Wisconsin) who are engaged in business activity with you. For rentals with pick-up locations in Illinois, Missouri, and Texas, "Authorized Driver" also includes employees who are engaged in business activity with you. For renters with pick-up locations in Illinois, Missouri, New York, Oregon, Texas, Utah, and Wisconsin, "Authorized Driver" also includes any person who drives the Vehicle to a medical or police facility under circumstances reasonably believed to constitute an emergency. For renters with pick-up locations in Utah and Wisconsin, "Authorized Driver" also includes any person who operates the Vehicle while parking it at a commercial establishment. Each Authorized Driver must have a valid driver's license for the duration of the rental period or their reservation period, whichever period is longer, and, at most locations, be at least age 21. For renters with pick-up locations in New York, the renter and renter's spouse must be at least 18 years old. Authorized Drivers are the only persons permitted to drive the Vehicle. To the extent permitted by law, we may charge an additional fee for each Authorized Driver (other than the renter). "Vehicle" means the motor vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents, but "Vehicle" does not include portable navigation devices or other optional equipment ("Optional Equipment") that you rent from us. "LDW" means Loss Damage Waiver. "PDW" means Partial Loss Damage Waiver, and is not offered in the states of California, Colorado, Nevada, North Carolina, Oregon, and Virginia. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental. "Diminished Value" means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of charges imposed by governmental authorities on us, including our total annual vehicle licensing, titling, plating, inspection, and registration costs, or to recover other similar charges as permitted by applicable law. We do not charge Vehicle License Fees in New Jersey or New York. For Virginia, the "Vehicle License Fee" means our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. Rental, Indemnity, and No Warranties. This is a contract for rental of the Vehicle. The price you are provided on your Face Page is only for the specific rental period on the Face Page. If you return your Vehicle early or late your price is subject to change. To the extent permitted by law, we may terminate this Agreement and repossess the Vehicle at your expense without notice to

you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. To the extent permitted by law, you 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 rental and 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. You agree not to alter the Vehicle or any Optional Equipment. If you or an Authorized Driver determine the Vehicle or any Optional Equipment is unsafe, you or the Authorized Driver shall stop operating the vehicle or Optional Equipment and notify us immediately. This Paragraph 2 applies to the fullest extent permitted by New Jersey law and does not relieve us of responsibility or liability imposed by New Jersey law, including the New Jersey Consumer Fraud Act or from any implied warranty of fitness under New Jersey law.

3. Telematics Notice and Release. You acknowledge that the Vehicle may be equipped with a telematics device, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder. We may find, monitor, or disable the Vehicle through such systems if we deem it necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. You acknowledge these systems may use cellular telephone, wireless technology, Bluetooth technology, or radio signals to transmit data, and therefore your privacy cannot be guaranteed. You authorize any person's use or disclosure of or access to location information, automatic crash notification, and operational vehicle reporting conditions of Vehicle as permitted by law. You shall inform any and all drivers and passengers of vehicle of the terms of this section and that you have authorized release of information as provided herein. You agree to release us and agree to indemnify, defend and hold us harmless for any damage to persons or property caused by failure of the telematics device to operate properly, or otherwise arising from the use of the telematics device. Third party telematics service providers are not our agents, employees, or contractors. Your use of a telematics system during the rental is subject to the terms of service and privacy policy of the third-party telematics system provider. The Vehicle may collect and store personal information if you chose to connect your smartphone or other device to the Vehicle's Infotainment System. SIXT does not access, collect or use any information that may be stored by the Infotainment System. If you choose to connect your device to the Infotainment System, you are representing that you understand that information from your device may be stored by the Vehicle's Infotainment System. **This Paragraph 3 applies to the fullest extent permitted by New Jersey law and does not relieve us of responsibility or liability imposed by New Jersey law, including the New Jersey Consumer Fraud Act.**

4. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned to any other office or location or left somewhere other than the office or location identified by us, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you are not operating it, and return the Vehicle with at least the same amount of fuel as when rented, unless we offer and you purchase a pre-paid fuel service. No refund or credit shall be issued if you return the Vehicle with a greater amount of fuel than when you received it.

5. Responsibility for Damage or Loss; Reporting to Police; Responsibility for Fees; Responsibility for Optional Equipment. You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by collision, weather, road conditions and acts of nature, even if you are not at fault. This includes damage caused by the optional use or misuse of autonomous features on the Vehicle. You agree you will follow all of the manufacturer's instructions when using autonomous features and that you will use them at your own risk. It is your responsibility to inspect the Vehicle for damage before leaving our facility. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll fees (subject to Section 5a below), fines for toll evasion, and other fees, fines, court costs (including on appeal) and penalties assessed against you, us, or the Vehicle during this rental. If you fail to pay any of these charges and we pay any part of them, you will reimburse us for all such charges and, in addition, pay us an administrative fee of up to $40 for each such charge. You also agree that we may provide any information requested by law enforcement authorities as part of any investigation of an alleged infraction. To the extent any tickets, citations, fines, penalties, or administrative fees are assessed against Sixt because of the operation or use of the Vehicle from the time you take possession of it until it is returned to us, you agree to indemnify us from all resulting damages, losses, costs, and expenses. We have no obligation to contest or otherwise defend you against any alleged infraction. However, you agree we may make the decision to pay, in our sole discretion, any of the fines or fees discussed in this section on your behalf without your prior approval and seek reimbursement from you per the terms of this section. You authorize us to charge your credit or debit card for same. For rentals with pick-up locations in the state of California, we will be responsible for any fines assessed against you, us, or the Vehicle that are based solely on the Vehicle's lack of toll transponder. Sixt may use a third party as our agent for processing and billing any tickets, citations, fines, and penalties. You authorize us to release the rental and payment card information regarding your rental to our agent for the purpose of processing and billing you for any tickets, citations, fines, and penalties incurred by you or assessed against us or the Vehicle during your rental plus an administrative fee not to exceed $40 per violation. You authorize our agent to contact you directly regarding any ticket, citation, fine, or penalty assessed in connection with the use of the Vehicle from the time you take possession until the time it is returned to us.

a. Tolls. You agree that if you do not purchase one of the toll products offered by Sixt that you will use "Cash" lanes only on toll roads during your rental. Failure to pay the toll at a Cash lane or driving the Vehicle through an automated express lane will result in additional fees. If you use an automated express/toll lane without using your own transponder or purchasing one of our toll products you will pay us our administrative fee of $14.99 per usage day, up to a maximum of $90 per rental agreement, plus the applicable toll fee for each time you use an automated express/toll lane during your rental. This fee will be charged to your credit card account after the close of your rental transaction.

Your responsibility for damage to or loss of the Vehicle is limited by law in the

following jurisdictions:

FOR RENTALS WITH PICK-UP LOCATIONS IN WISCONSIN -- NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR: The State of Wisconsin requires us to provide the following information about your liability for damage to a rental car and the purchase of a damage waiver.

LIABILITY FOR DAMAGE TO THE RENTAL CAR: The rental agreement makes you and any authorized driver liable for any damage to the rental car caused by an accident, or by intentional, reckless or wanton misconduct, or by theft that you may have intentionally caused. Total liability for any damage is limited to: 1) reasonable repair costs, less discounts available to us, or the fair market value of the car, whichever is less, and 2) actual and reasonable towing costs, and for storage costs during the period before you notify the rental company of the damage to the vehicle or for 14 days after the damage occurs, whichever period is shorter.

LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN: If a person who drives the rental car without your authorization causes damage to the car, you may be liable for the damage as though you or an authorized person was driving the car unless you do all of the following: 1) Refrain from leaving the ignition key in the car when you are not in the car. 2) Always keep the ignition key in your possession. 3) Immediately report to the local police if you learn the car has been stolen, or that an unauthorized person is driving the car. 4) Cooperate fully with the local police by providing any information you know that may be helpful.

NOTICE OF RIGHT TO INSPECT DAMAGE: If the car is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If you request, we must also give you a copy of any estimate we have obtained from a repair shop regarding any damage claim. Within 2 working days after receiving that estimate, you may request a second estimate from a competing repair shop, and we must give you a copy of the second estimate.

COMPLAINTS: If you have any complaints about our attempt to hold you liable for damages or would like a copy of the state law that fully sets forth your rights and obligations, contact: Bureau of Consumer Protection P.O. Box 8911, Madison, WI 53708-8911 Call toll--free 1-800-422-7128

b. Optional Equipment. Upon request and subject to availability, we offer certain Optional Equipment, including but not limited to, Child Seats and Global Positioning Devices, for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented. Optional Equipment is not part of the car. You are responsible for any loss or damage to any Optional Equipment regardless of the cause, even if you have accepted LDW or PDW. You should review the operational instructions for all Optional Equipment before leaving the rental location. If you rent a Child Seat from us, you have the sole responsibility to inspect and properly install the seat yourself. We make no warranties, express, implied or apparent, regarding the Child Seat or any other Optional Equipment, no warranty of merchantability, and no warranty that the Child Seat or any other Optional Equipment is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to your use of the Child Seat, or any other Optional Equipment. If you choose to rent a Global Positioning Device ("GPS") from us, you are responsible for returning it in the same condition as when rented with all accessories provided, including the carrying case, the car charger, the windshield mount, and, in states where provided, the console beanbag mount ("GPS Accessories"). If the GPS or GPS Accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us the fair market value for its repair or replacement.

6. Loss Damage Waiver; Prohibited Use of the Vehicle; Roadside Assistance. LDW and PDW are not insurance, are optional, and may duplicate other coverage that you have. If you purchase LDW or PDW, we waive your responsibility for the portion of damage to or loss of the Vehicle that is stated on the Face Page. However, damage to, or loss of, EV charging kits, vehicle jacks, tire repair kits, or like accessories that are not part of the vehicle itself, shall not be covered by LDW or PDW and your responsibility for damage to same will not be waived. **PDW IS NOT AVAILABLE IF YOU PICK-UP YOUR RENTAL IN THE STATES OF CALIFORNIA, COLORADO, NEVADA, NORTH CAROLINA, OREGON, or VIRGINIA. We will not waive your responsibility, even though you purchased LDW or PDW,** if you gave us false, fraudulent or misleading information prior to the rental or during the rental, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information; or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to or loss of the Vehicle is the result of a prohibited use, including damage or loss that: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a felony or other crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) results from use of the Vehicle outside the geographic area specified on the Face Page, or from use in Mexico; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (l) occurs when the Vehicle is unlocked, or the keys or key fob are lost, stolen or left in the Vehicle when not operating it; (m) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (n) results from failure to allow sufficient height or width clearance; (o) results from your willful, wanton or reckless act or misconduct; (p) results from fueling with a type of fuel improper for the specific Vehicle; or (q) results from 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. In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us all the Vehicle keys or ignition devices we gave you at the time of rental.

a. Lost or Damaged Keys or Key Fobs. Even if you purchase LDW or PDW and do not violate the terms detailed in paragraph 6 above, you will be responsible for the following: a) a service fee for replacing the keys or key fob and delivering replacement keys or key fobs or towing the Vehicle to the nearest Sixt location if you lose the keys or key fob to the Vehicle; and b)a service fee for delivering replacement keys or key fob or towing the Vehicle to the nearest Sixt location if you lock the keys or key fob in the Vehicle and request assistance from Sixt, flat tire service, and jumpstarts.

b. Roadside Assistance Protection. Roadside assistance is available to all renters. In some cases, we may offer additional Roadside Assistance Protection. If you purchase the optional Roadside Assistance Protection, we will provide you with 24/7 breakdown assistance (where available) without additional charge. Roadside Assistance Protection includes replacement of lost keys or key fobs, flat tire service, jumpstart, and key lockout services. Cost of a replacement tire is not covered by Roadside Assistance Protection. If you do not purchase Roadside Assistance Protection, you may incur additional costs if we provide the services described above. When deciding whether to purchase Roadside Assistance Protection, you may wish to check whether you have other coverage for the services. ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE AND IS OPTIONAL. ROADSIDE ASSISTANCE PROTECTION IS VOID IF YOU ARE IN BREACH OF THIS AGREEMENT, INCLUDING THE PROHIBITED USES IN PARAGRAPH 6.

FOR RENTALS WITH PICK-UP LOCATIONS IN WISCONSIN -- INSURANCE OR CREDIT CARD COVERAGE: Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

DAMAGE WAIVER COVERAGE: A damage waiver is not insurance coverage. If you purchase a damage waiver, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if any of the following apply: 1) You cause, or any authorized driver causes, the damage intentionally or by reckless or wanton misconduct. 2) The damage occurs while you, or any authorized driver, operates the car in this state while under the influence of an intoxicant or other drug, as described by the laws of this state. 3) The damage occurs while you, or any authorized driver, operates the car in another state while under the influence of an intoxicant or other drug, as described by the laws of that state. 4) The damage occurs while you, or any authorized driver, is engaged in a race, speed, or endurance contest. 5) The damage occurs while you or any authorized driver is using, or has directed another to use, the car in the commission of a misdemeanor, or a felony, as defined by s. 939.60, Stats. 6) The damage occurs while you are using, or any authorized driver is using, the car to carry persons or property for hire. 7) The damage occurs while you are using, or any authorized driver is using, the car outside the United States and Canada, except as is permitted under the rental agreement. 8) The damage occurs while the car is operated on a surface not intended for use by private passenger vehicles. 9) You provide us misleading or false information in order to rent the car, which causes us to rent you the car when we would not have otherwise done so, or on terms to which we would not have otherwise agreed. 10) You, or an authorized driver who was operating the car when an accident occurred, fail to promptly report to us and the police, the accident resulting in damage to the car. 11) The damage is caused by an unauthorized driver if you did not report a theft to the police within 24 hours after you learned the unauthorized driver took possession of the car, did not cooperate with the police in providing information about the theft, or left the ignition key in the car at the time of the theft.

7. Prohibited Uses. Where permitted by law, the following, in addition to the prohibitions listed above in the Loss Damage Waiver section, unless granted permission by SIXT, shall be considered prohibited uses of the Vehicle ("Prohibited Uses"):

- By anyone without first obtaining SIXT's written consent;
- By anyone who is not a qualified and licensed driver;
- To carry persons or property for hire, livery, On-Demand service, or Transportation Network Company (Uber, Lyft, etc.);
- To propel or tow any vehicle, trailer or other object;
- In any race, test or contest;
- For any illegal purpose or in the commission of a crime;
- To instruct an unlicensed person in operation of vehicle;
- If the vehicle is obtained from SIXT by fraud or misrepresentation;
- To carry persons other than in the passenger compartment of the Vehicle;
- Loading the vehicle beyond its rated capacity;
- While under the influence of alcohol or other intoxicants such as drugs or narcotics or under any other physical or mental impairment which adversely affects the driver's ability to operate the Vehicle;
- Intentionally causing damage to or loss of the Vehicle;
- On other than a paved road or graded private road or driveway;
- In an unsafe, reckless, grossly negligent, or wanton manner. Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred;
- Younger than the minimum age set forth in this agreement; and
- Driving the Vehicle outside of the Geographic area provided in the Rental Information on sixt.com and on your Face Page.

Prohibited use of the Vehicle violates this agreement, voids all liability and other insurance coverage (where permitted by law), makes Vehicle subject to immediate recovery by SIXT, and makes you responsible for all loss of or damage to or connected with the Vehicle, regardless of the cause, including but not limited to SIXT's expenses, including loss of use.

8. Electric Vehicles. If your Vehicle is an electric vehicle the following terms shall apply in the addition to the rest of the terms in these Terms and Conditions.

a. Charge Level at Return. You hereby agree you will return your Vehicle with a battery charge of at least 80% or to the charge level at which your Vehicle was provided. If your Vehicle is returned with a charge below 80%, or below the charge level at which your electric Vehicle was provided, you hereby agree to pay a $35 charging fee. In addition, if your Vehicle is returned with a charge below 20% you agree to pay an additional $20 fee (in addition to the $35 charging fee).

b. Range. The range estimate provided for your vehicle is an estimate only. There are several unpredictable factors that can affect the range of your electric Vehicle. You hereby agree it is your responsibility to ensure the battery in your Vehicle is sufficiently charged to allow you to reach a charging station or to return your Vehicle to Sixt.

c. Tesla Terms.

i. Charging. If your electric vehicle is a Tesla the following additional terms apply. If your rental is via Sixt+ the terms following this sentence in this Section 8.c shall not apply and the terms in the Sixt+ terms and conditions shall apply. Your Tesla Vehicle is permitted to access Tesla Superchargers for charging (subject to Tesla's Terms and Conditions). If you utilize a Supercharger during your rental, Sixt will be directly billed for the costs associated with your charge. Sixt will then invoice you after your rental has completed for these charges. This charge may not appear on your final rental invoice but may come later. You are not obligated to use Tesla Supercharges.

ii. Tesla Key Card/Fob and J1772 adapter. If the Key card or fob provided to You is damaged or lost, You hereby agree you will be charged to the replacement cost for same and all service costs related thereto. The key card/fob must only be used to charge your Vehicle. Sharing the key card/fob, using unauthorized key cards/fobs, or charging other vehicles is prohibited. You are also responsible for returning the J1772 adapter and hereby agree you will be charged a replacement fee if it is not returned.

d. Charging Generally. You hereby agree you are responsible for all fees associated with using any public or private charging stations (including, but not limited to, all idle fees and other related costs). You further agree you are fully responsible for, and will indemnify Sixt for, all damage caused to any charging station equipment or locations during your rental period and any costs related thereto.

e. Personal Data. In addition to Section 3 above, you hereby acknowledge your electric Vehicle may have a dash cam which may record incidents during your rental which maybe be used after your rental by Sixt. You further acknowledge that it is your responsibility to delete the data collected by your electric Vehicle during your rental period. If the Vehicle prompts you to do a software update you hereby agee to ignore the request, unless specifically instructed by Sixt to update the software. You further acknowledge violating the preceding sentence is at your own risk and Sixt accepts no responsibility regarding same.

f. Towing. If your electric Vehicle is need of a tow for any reason, your hereby agree you must contact Sixt and the tow must be arranged via Sixt.

9. Insurance. When Supplemental Liability Insurance or Business Travel Protection is purchased or included as specified on the Face Page, liability coverage from "Sixt" shall be primary up to the minimum financial responsibility ("FR") limits required by the laws of the state where the loss occurs. If additional liability coverage is declined on the Face Page, then the following applies: Sixt as an insured complies with applicable motor vehicle FR laws. Unless required by law, Sixt does not extend any of its liability coverage to any Authorized Drivers, passengers or third parties under the Agreement. You are responsible for all damage or loss you cause to others. You agree to maintain liability insurance during the term of this rental agreement which provides to the owner, to us, and to you, the following primary coverage: (a) bodily injury ("BI") and property damage ("PD") liability coverage; (b) personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) uninsured/underinsured ("UM"/"UIM") coverage where required, and (d) comprehensive and collision damage coverage extending to the Vehicle. If liability insurance or self-insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self-insurance satisfies the applicable state FR limits, then Sixt extends none of its liability coverage. However, if the Authorized Driver is in compliance with the Terms and Conditions of the Agreement, and if Sixt is obligated by law to extend its liability coverage to Authorized Driver or third parties, then Sixt's obligation is limited to the applicable state FR limits where the loss occurs. Unless required by law, Sixt does not extend any of its liability coverage to any claim made by a passenger while riding in or on or getting in or out of the Vehicle. Sixt's liability coverage does not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. Where permitted by law, by signing this Agreement, Sixt and you reject UM, UIM, and supplemental no-fault or PIP coverages. Where Sixt is required to provide such coverage, Sixt and you hereby select the minimum limits required by law. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Our insurance applies only in the United States and Canada.

10. Charges and Costs. You will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Face Page and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) any taxes, surcharges or other government-imposed fees that apply to the transaction; (c) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (d) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a reasonable fee not to exceed $400 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking or vaping in our Vehicle; (h) towing, impound, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental; and (i) where permitted, airport facility fees and/or concession recovery fees (which may be charged as a percentage of any fee due under this Agreement), vehicle license recovery fees, other fees and surcharges . Special rental rates, vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In Date, you may be charged the standard rates for each day (or partial day) after the Due-In Date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental period. You will not receive a refund of prepaid amounts if you return the Vehicle before the Due-In Date. **All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.**

You hereby authorize Sixt to charge to the credit card(s) and/or debit card(s) that was provided to Sixt all amounts owed under this agreement for advance deposits, incremental authorizations/ deposits, and any other amounts owed, as well as payments refused by a third party to whom billing was directed. You also authorize Sixt to re-initiate any charge to your card(s) that is dishonored for any reason.

If a reservation is for a period in excess of twenty eight (28) consecutive days, such reservation shall be governed by the following and supersede any contradictory terms in this Agreement. Such reservation shall consist of consecutive rentals for individual terms of no more than twenty eight (28) days each ("Rental Period"), but consecutively lasting for a period of time equal to

the reservation period ("LT Reservation Period"). Each Rental Period is a separate rental, distinct from any other Rental Period during the LT Reservation Period. Subsequent rental agreements will be sent to You via email. You must review, electronically sign, and provide the Vehicle's current mileage for each subsequent rental agreement. You agree that Sixt will send this email for three consecutive days and if you do not respond, then Sixt will deem the rental agreement as accepted. You acknowledge that on the first day of each rental agreement you will be charged the rental agreement's gross total and that this will occur for every rental agreement in the LT Reservation Period. Further, if the payment fails, You will be required to provide a different payment method. A Sixt representative will contact You via email for three consecutive days, or until You are reached, or You contact Sixt back. The first two days, You will be informed about the failed authorization. On the third day of no response, You will be informed the vehicle must be returned at a Sixt location within 24 hours and the new rental agreement will be void. If the Vehicle is not returned and no alternative payment method is provided, the Vehicle will be considered overdue, and the overdue process will commence. Each rental during the LT Reservation Period will be charged the same time and mileage rate as set forth in the reservation for the initial Rental Period, however applicable fees and taxes are subject to change. You acknowledge that at any time You agree to a revised agreement, such revised agreement will govern each remaining Rental Period. In the event you return the Vehicle before the end of the applicable rental agreement, there will be a recalculation of your daily time and milage rate based on your actual length of rent. Based on this daily rate, you will be responsible for a potentially higher daily rate for the shortened length of rent. If there is a difference, it will be refunded to You within three to fifteen business days from your return date.

If you do not contact us to extend your rental, nothing herein gives you permission to retain possession of your rental vehicle beyond the date and time stated on your Rental Agreement. If you retain possession of the vehicle without contacting us, we will follow our standard overdue process.

11. Deposit. You permit us to reserve against your credit or debit card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than $200, or the amount listed on the Face Page. For Vehicles in the executive or luxury categories you authorize us to reserve up to $5,000 against your credit card. We may use your deposit to pay any amounts owed to us under this Agreement. The deposit amount does not limit in any way the total amount owed to use under this Agreement. We will authorize the release of any excess Reserve upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately available.

12. Text Messages, Phone Calls, and Emails. By signing the Face Page you expressly consent for Sixt, or an agent of Sixt, to contact you at the phone number(s) and email address(es) provided in connection with your rental to deliver, or cause to be delivered, informational, transactional or promotional content, including but not limited to: customer surveys, notices, confirmations, reservations, receipts, invoices and billing information, collection communications, advertisements, events and promotions, and other information regarding goods, services, rental programs and products offered by Sixt, including fuel and toll options available for your rental. You confirm that you are the subscriber or customary use of the phone number(s) and/or email address(es) provided in connection with your rental and that you are authorized to receive messages from Sixt for these purposes using that contact information.

You authorize Sixt, or an agent of Sixt, to deliver or cause to be delivered messages, including telephonic sales calls, via: live agent, prerecorded or artificial voice, virtual assistant, voicemail transmission, ringless voicemail, email, or via autodialed or automated calls, texts, or emails using an automatic telephone dialing system or an automated system for the selection and dialing of telephone numbers, and at any time, including outside the hours of 8 a.m. to 8 p.m. in your time zone. Your consent to receiving such messages is not required, directly or indirectly, to purchase goods or services from Sixt, or to execute of your rental agreement.

13. Your Property. You release us, our agents and employees from all claims for loss of or damage to your personal property, including digital data or information from any mobile device that you link to any telematics device or system in the Vehicle, or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. **The Vehicle may be equipped with an infotainment system that permits you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. If you pair your device during the rental, you should unpair it and wipe all personal information from the Vehicle's systems before returning it.**

14. Breach of Agreement. The acts listed in Paragraph 6 and 7 are prohibited uses of the Vehicle and breaches of this Agreement. You will breach this agreement if you allow any person other than the Renter or an Authorized Driver to operate the Vehicle. If an Unauthorized Driver damages the Vehicle or injures others, we will hold you responsible for the damage. You waive all recourse against us for any criminal reports or prosecutions taken against you by law enforcement arising out of your breach of this Agreement.

15. Modifications. No term of this Agreement can be waived or modified except by a writing signed by one of our expressly authorized representatives. SIXT counter representatives are not authorized to waive or change any term of this Agreement. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment from us by the Due-In Date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

16. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect. This provision does not apply in New Jersey. To the extent that New Jersey law is applicable to this Agreement, this Agreement will be construed in accordance with New Jersey law.

17. Waiver. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Vehicle.

The limitation regarding recovery of consequential, special, or punitive damages is not applicable to claims in New Jersey based upon personal injuries that result from the negligent, reckless, or intentional acts of SIXT, do not release us from any implied warranty of fitness applicable under

New Jersey law, and do not apply to violations of the New Jersey Consumer Fraud Act.

18. Arbitration Agreement and Class Action Waiver. You and SIXT each waive their right to a jury trial or to participate in a class action pursuant to the following terms. You and SIXT agree to arbitrate any and all claims, controversies or disputes of any kind ("claims") against each other, including but not limited to claims arising out of or relating to this agreement, or our products and services, charges, advertisings, or rental vehicles including without limitation claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law. The arbitrator, and not any federal, state or local court or agency, shall have authority to resolve any and all disputes relating to the interpretation, applicability, enforceability or formation of this agreement, including but not limited to any claim that all or any part of this agreement is void or voidable. You and SIXT agree that no claims will be asserted in any representative capacity on a class-wide or collective basis, that no arbitration forum will have jurisdiction to decide any claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply.

The parties agree, however, that either party may bring an individual action in a small claims court with valid jurisdiction provided that the action is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims involving a third party insurance company separately providing coverage to you, personal injury claims, or claims relating to the application of your financial responsibility relating to the use or operation of Vehicle, may be brought in a court with valid jurisdiction.

19. Dispute Resolution Procedure. Before asserting a claim in any proceeding, you and Sixt agree that either party shall give the other party written notice of the claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against Sixt, you must send the written notice of the claim to Attention: Corporate Creations Network Inc., 801 US Highway 1, North Palm Beach, FL 33408. If Sixt is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED PRIOR TO ANY LEGAL PROCEEDING MAY BE USED IN ANY PROCEEDING INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF) AND SHALL REMAIN CONFIDENTIAL BETWEEN YOU AND SIXT.

If you and SIXT do not resolve the claim within thirty (30) days after the above described notice is received, either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Commercial Consumer Arbitration Rules in effect at the time of the demand, as modified by this Agreement, however, a single arbitrator will be selected according to AAA's Consumer Arbitration Rules. The AAA rules can be found at www.adr.org.

This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the Federal Arbitration Act.

If you are an individual, in the event that (1) your claim is less than $10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SIXT will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. You are responsible for all other costs/fees that you incur in arbitration (e.g. fees for attorneys, expert witnesses, etc.).

If any portion of this "Dispute Resolution Procedure" section or the "Arbitration Agreement and Class Action Waiver" section are deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this "Dispute Resolution Procedure" section and the "Arbitration Agreement and Class Action Waiver" section remain in full force and effect. However, if the "Arbitration Agreement and Class Action Waiver" section is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

20. Personal Information. The information that you provide to us is stored and used to the fullest extent permitted by law and in accordance with Sixt's privacy which is available at www.sixt.com/privacy and is incorporated herein by reference. You agree that we may, and authorize us to, provide personal information in our possession about you and other Authorized Drivers (including driver's name, address, cellular/mobile and other phone numbers, driver's license and/or credit/debit card information) to applicable authorities or other third parties in connection with our enforcement of our rights under this Agreement and for other legitimate business purposes, including disclosure to our affiliates or other third parties that conduct services on our behalf. You also consent to us or our representatives contacting you. Questions regarding privacy should be directed to: Personal Data, Sixt Rent a Car, LLC, PO Box 8188, Fort Lauderdale, Florida 33310-0967. information) to applicable authorities or other third parties in connection with our enforcement of our rights under this Agreement and for other legitimate business purposes, including disclosure to our affiliates or other third parties that conduct services on our behalf. You also consent to us or our representatives contacting you. Questions regarding privacy should be directed to: Personal Data, SIXT Rent a Car, LLC, PO Box 8188, Fort Lauderdale, Florida 33310-0967.

THANK YOU FOR RENTING WITH SIXT

rent a car

sixt.com
reservations@sixt.com

sixt.com/invoicecopy
sixt.com/partners

IOS

Google Play

Download the SIXT App now!

National Reservation - Customer Service:
+1 (888) SIXTCAR (749-8227)
Roadside Assistance:
+1 (888) 749-8543

Drying Little Tears
The Regine SIXT Children's Aid Foundation – the corporate social responsibility project of SIXT in over 115 countries.

drying-little-tears.com

@sixtusa | #sixtrentacar

Your feedback is important to us, please review us:
sixt.com/review-us

SIXT USA Headquarters
SIXT rent a car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310

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