



ACAR



Company:
A Car, Inc. (Herein Referred To As "Company")

A CAR, INC. AGREEMENT



+1 (415) 770 4511
operations@acarinc.com



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Company:

A Car, Inc. (Herein Referred To As “Company”). Operating in CA as A Car 4 You.

By executing this Agreement, you will become a member of A Car, Inc’s program, which allows you to utilize the Company’s equipment, while paying the Company’s program fees outlined in Exhibit “A”.

As an additional requirement of your utilization of our company’s equipment, you further agree to the following:

TERM

This Agreement shall be in full force an effect for any period during which you possess any company equipment outlined in Exhibit “A,” and/or as further outlined herein.

BASIC INFORMATION

Fleet Availability

Company may add or remove Vehicles from Company Fleet in our sole discretion. We do not guarantee that any Vehicle will be available to you. Your right to use any Vehicle is subject to Vehicle availability, your continued eligibility, the terms of this Agreement, and applicable Law.

One Account

You may not maintain more than one account with our Company at any time.

Company Guidelines



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You are responsible to comply with all Company Guidelines and shall be responsible for all costs therein.

Participation

Your participation with the Company is subject to our approval in our sole discretion and your participation may be denied or terminated based on changes to eligibility criteria, which may be updated from time to time, as permitted by this Agreement and applicable Law. Accidents with our vehicles may cause the Company to terminate your agreement at the Company's sole discretion. You MUST stay current and must pay all fees Company charges based on this Agreement in order to maintain your eligibility to be part of our program.

General Eligibility Terms

By Executing this Agreement, you agree that you are at least 23 years of age and that you have not been charged with or convicted in the last 10 years of the following violations:

- a. Driving while driver's license is restricted, suspended, revoked, or denied;
- b. Vehicular manslaughter, negligent homicide, or felony with a vehicle;
- c. Operating a vehicle while impaired, under the influence of alcohol or illegal drugs, or refusing a sobriety test;
- d. More than three minor violation in the past three years including accidents, traffic light violations, speeding, or moving violations;
- e. Failure to stop or identify after a crash (includes leaving the scene of a crash, hit and run, or giving false information to an officer);
- f. Traffic violations resulting in death or serious injury; or
- g. Any other significant violation warranting restriction or suspension of license.

You also agree that you have not been charged in the last seven years of no criminal convictions for any of the following:

- a. A violent crime;



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- b. Any felony;
- c. Any driving related offense;
- d. Any sexual offense, child abuse, or endangerment;
- e. Any terror affiliated offense.

You understand and agree that, if Company receives notifications by any authority having jurisdiction of violations of laws, regulations, or rules, including traffic rules, allegedly committed with a Company Vehicle, Company will be entitled to provide your complete and accurate data to the respective prosecution authorities.

Rideshare use

Any Vehicle is to be rented with the purpose of driving for rideshare platforms such as Uber & Lyft.

No unauthorized drivers

You understand that only you may drive the Company Vehicle.

Emergency assistance

In an EMERGENCY, you must NOTIFY COMPANY for assistance or call 911. Further instructions regarding incident and crash procedures are in the glovebox.

Fuel

All Fuel expenses are the responsibility of you. You will return all vehicles full of the appropriate fuel for the vehicle.

Electric Vehicles

You are responsible for all infrastructure required to appropriately charge the vehicle. Any charges incurred with publicly available charging facilities are the responsibility of driver.

Pickup/Return

Pick-up and return location shall be as determined by Company. Contact Company 48 hours prior to vehicle return location. Additional charges will apply if vehicle is returned more than 25 miles from original location.



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Parking

While on a Trip, you may park in any legal parking space. You are responsible for all parking fees, fines, and tickets that may result from parking the Vehicle. Company reserves the right to charge any unpaid parking ticket fees to the payment method you provided on file.

Cleaning

You are kindly asked to remove all trash and return the Vehicle in a clean condition.

Towing

You are prohibited from towing or pushing anything with the Vehicle or overloading the Vehicle.

Use area

The Vehicle must not be driven or otherwise taken outside of the United States.

No smoking.

NO SMOKING OF ANY KIND IS PERMITTED INSIDE THE VEHICLE, OR JUST PRIOR TO USING THE VEHICLE. ANY VIOLATION OF THIS RULE WILL HAVE A MINIMUM AUTOMATIC CHARGE OR \$1,000, AND ALL COSTS ASSOCIATED WITH MITIGATION OF ANY SMOKING RELATED IMPACTS WILL BE BORNE BY YOU.

No servicing Vehicle

You must not perform or take the Vehicle in for repair or any service under any circumstances; the Vehicle can only be warranty repaired or serviced by us.

No operation while impaired

You agree to never drive the Vehicle while impaired by medication, illness, fatigue, or injury.

No alcohol or drugs

You agree not to use any drugs or alcohol prior to or while driving the Vehicle and understand that we have a zero-tolerance policy for being under the influence of or



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drinking alcohol or any drugs when using the Vehicle; This includes marijuana and legal prescription drugs which impair your ability to drive.



Use of safety restraints

You will ensure the proper use of safety belts and child safety restraints for all occupants; you will not permit anyone under 16 years of age to ride in the front seat of the Vehicle.



1. You are responsible for supplying a child safety seat or renting one from us if you intend to transport any child required to ride in child safety seat by law. YOU MUST NOTIFY US 48 HOURS PRIOR TO PICKUP OF THE VEHICLE IF A CHILD SEAT WILL BE REQUESTED.

Safe driving

You agree not to operate the Vehicle in a test, race, contest, or off-road.

No transport of dangerous items

You agree not to use the Vehicle to transfer fire arms, ammunition, hazardous, toxic, flammable, poisonous, or otherwise dangerous goods.

Securing vehicle

You understand that when the Vehicle is not in use, you will secure it by closing the windows, closing and locking the doors, and parking it in a reasonably safe and secure location.

THE PRIMARY STORAGE LOCATION MUST BE PROVIDED TO THE COMPANY AS PART OF EXHIBIT A.

NO PARKING ON THE STREETS OF SAN FRANCISCO, CA OR OAKLAND, CA WHEN THE VEHICLE IS STORED OVER NIGHT WILL BE PERMITTED. ALL VEHICLES MUST BE PARKED IN OFF STREET LOCATION IN A SECURED LOT IN THESE CITIES.

No improper use of Vehicle



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You must not use the Vehicle in connection with a crime or any other purpose, to harass, mislead, or harm anyone or property.

You agree that you are responsible for the following:

Personal Information

Keeping your personal information, including payment information, up-to-date within your Account. We may validate such updated information to verify your continued membership. We will, in no way, be responsible or liable for any fines, damages, penalties, or any other costs or liabilities resulting from your failure to provide us with up-to-date personal information.

Losses

Any loss of, or damage to, goods and personal belongings in or on the Vehicle whether owned by you or third-parties. WE take NO responsibility for any loss or damage;

Traffic Violations

Any traffic, moving, or parking violation citations, fines or other penalties incurred from use of the Vehicle are your responsibility. Without limiting or altering any insurance or indemnification obligations in this Agreement, you will cooperate with Company in the defense of any claims or lawsuits against us related to your use or possession of the Vehicle.

Notifications

Immediately notifying Company of any event that involves theft, attempted theft, vandalism, Vehicle damage of any kind, or impact with a vehicle, object, or pedestrian (injured or not) even if there appears to be no damage to the Vehicle, by calling Company to speak with a Company agent.

If a Vehicle is not safe to drive after an event, you must file a police or security report within 24 hours of the incident and provide Company a copy of that report.



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Immediately notify Company if your driver's license expires or is modified, suspended, restricted, revoked, or if you otherwise no longer meet an eligibility requirement.

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Equipment Subject To This Agreement

You shall utilize the equipment listed on the attached Exhibit "A" as it may be amended from time to time by the parties.

Payment Terms

The total payment, based on a rate outlined at the time of the booking, is due and payable at the time indicated. Charges will be computed from the effective date of this Agreement until the equipment is returned. The Company shall charge the first \$200 of fees upon your initial possession of the equipment, and shall charge the remainder in accordance with the rate outlined at the time of the booking.

Forms of payment

All fees and charges plus applicable taxes and surcharges will be charged to the payment method in record.

Normally, we do not accept prepaid credit, digital, or gift cards as a method of payment.

Payment will be made weekly automatically with the payment method in record.

Period of Rental

You shall rent vehicle for at least 1-week and a maximum of 1-month period. After every month, we need to inspect vehicle and renew your membership for the following month.

Highway, Bridge, and Private Tolls

You are responsible for all toll costs incurred during the use of our vehicle.



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Cleaning fee

You are to return the Vehicle in a clean condition for others to use. If found otherwise (for example, carpet or upholstery stains, odor or residue from smoking, pet hairs, etc.) you will be charged up to \$600 plus applicable taxes for cleaning fees.

Lost keys

If you have been given keys to the Vehicle to have the Vehicle valet parked, you will be charged the actual cost of key replacement up to \$250 if those keys are not returned at the end of the Trip.

Service Charge

If any installment is not paid within 3 day(s) after the due date, you shall pay to the Company a service charge of \$100 in additional to the overdue amount.

Non-Sufficient Funds

You shall be charged \$100.00 for each payment that is returned to the Company for lack of sufficient funds.

Maintenance and Repair

You shall maintain, at your sole cost and expense, the equipment in good operating condition. Any mechanical maintenance, not caused by your misuse or negligence, shall be the responsibility of the Company.

Our Right Of Inspection

Company shall have the right to inspect the equipment during Company's normal business hours at location designed in Exhibit A ONCE PER CALENDAR MONTH or at any time after any incident with our equipment.

Return Of Equipment

At the end of the term, you shall be obligated to return the equipment to the Company at your expense.

Acceptance Of Equipment



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You shall inspect each item of equipment delivered pursuant to this Agreement. You shall immediately notify the Company of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule in Exhibit A. If you fail to provide such notice at the time of your acceptance of the equipment, you will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule in the same condition as Company has documented in its records.

Ownership And Status Of Equipment

Company shall be deemed to have retained title to the equipment at all times. You shall immediately advise the Company regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

Risk Of Loss Or Damage

Except as otherwise provided for in this agreement, and except for those proceeds from available insurance provided Company actually collected by Company, you assume all risks of loss or damage to the equipment from any cause, and agree to return it to the Company in the condition received from the us, with the exception of normal wear and tear, unless otherwise provided in this Agreement.

Indemnity Of Company For Loss Or Damages

Unless otherwise provided in this Agreement, if the equipment is damaged or lost, the Company shall have the sole option of requiring you to repair the equipment to a state of good working order, or Company may do so and charge you our reasonable costs.

Liability And Indemnity

Liability for injury, disability, or death of workers and other persons or damage to property caused by operating, handling, or transporting the equipment during the term of this Agreement is your sole obligation, In addition, you shall indemnify, defend, and hold the Company, its owners, officers, directors, and employees harmless from and against all such liability, expenses, and costs, except to the extent covered and actually paid by Company's insurance policies within the limits outlined on any evidence of insurance provided to you.



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Casualty Insurance

The Company shall be responsible to maintain casualty insurance with respect to loss or damage of the equipment, with a commercially reasonable deductible amount which shall be the responsibility of You. Such coverage shall NOT extend to you during any period for which another insurance policy provides coverage to you while you operate the vehicle, providing such coverage meets the minimum standards required by Law.

Taxes And Fees

During the term of your use of any equipment, the Company shall pay all applicable taxes, assessments, and license and registration fees on the equipment which are customarily required to register any Vehicle or Property with the department of motors vehicles. All other taxes, tolls, and fees are your sole responsibility.

Default

The occurrence of any of the following shall constitute a default under this Lease:

1. The failure to make a required payment under this Agreement when due,
2. The violation of any other provision or requirement that is not corrected within 3 day(s) after written notice of the violation is given, or when you become aware of such violation,
3. Your insolvency or bankruptcy,
4. The subjection of any of Company's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

Rights On Default

In addition to any other rights afforded the Company by law, if you are in default under this Agreement, without notice to or demand on You, Company may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the you



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responsible for any deficiency. The rights and remedies of the Company provided by law and this Agreement shall be cumulative in nature. The Company shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

Safety

While using any vehicle provided to you by the Company, you must obey all public and private law applicable to your use of the vehicle.

The following summarizes the terms of this Agreement to which you agree:

1. You will maintain a valid driver's license at all times.
2. You will not permit anybody but yourself to drive the Vehicle that is rented by you.
3. You consent to a background check to verify your eligibility prior to commencing use of any Company Vehicle and from time to time during your Agreement with the Company.
4. You will not drive the Vehicle outside the United States, and will notify company in advance when vehicle will be driven more than 25 miles outside of California or Wyoming;
5. You will pay all fees charged by the Company in accordance with the Agreement
6. The company may collect vehicle location and other statistical information based on its availability from GPS system which may be installed in each vehicle. Company reserves the right to utilize this information for any purpose deemed necessary to further the interests in the company.
7. You are responsible for any loss of or damage to the Vehicle.



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8. You will defend, indemnify, and hold harmless Company against any claims arising out of your use of our vehicles.
9. You acquire no ownership interest in any Vehicle or other items provided or rented to you.

CALIFORNIA

For rentals commencing in California: You are responsible for all damage to and loss of the Vehicle caused by collision. Your responsibility includes: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle calculated in accordance with California law; (ii) if we determine that the Vehicle is repairable: the reasonable estimated retail value or actual cost of repair; (b) an administrative fee as permitted by California law; and (c) our actual charges for towing, storage, and impound. You are responsible for loss due to theft of the Vehicle and any damage caused by vandalism that occurs in connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$XXX. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents or incidents of theft and vandalism to us and the police upon discovery.

Warning

California Vehicle Code § 10855 provides the following: “Whenever any person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within 5 days after the lease or rental agreement has expired, that person shall be presumed to have embezzled the vehicle.”

California Car Sharing Disclosures under Cal. Ins. Code § 11580.24.



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You agree, by executing this agreement, that your rental of any vehicle from Company will be used only for personal use.

You agree not to rent the vehicle for use in a commercial manner. The owner of the vehicle must provide proof of insurance during any rental period with the vehicle. In accordance with California law, Company will collect, maintain electronic records that identify the date, time, initial and final locations of the vehicle, and miles driven when the vehicle was being rented from Company.

In the event of loss or injury that occurs during the time period when the vehicle is under your operation and control, Company assumes all liability of the owner of the vehicle.

Company will continue to be liable until the vehicle has been returned to the designated location at which the rental terminates, or the earlier of either the expiration of the rental period, or until the owner has taken control of the vehicle.

Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure at JAMS in San Francisco, CA.

ALL DISPUTES SHALL BE SUBJECT TO BINDING ARBITRATION SUBJECT TO JAMS BINDING ARBITRATION RULES.

You shall be limited to one deposition and limited discovery during the Arbitration. Except for the limitation of one deposition, the arbitrator shall determine what discovery will be permitted, consistent with the goal of limiting the cost and time that the Parties must expend for discovery; provided the arbitrators shall permit such discovery as they deem necessary to permit an equitable resolution of the dispute. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or a true copy thereof.



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The arbitrators shall have sole discretion with regard to the admissibility of any evidence.

____ YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY ARE BE SUBJECT TO BINDING ARBITRATION AT JAMS IN SAN FRANCISCO, CA.

____ EACH SIDE SHALL BE RESPONSIBLE FOR THEIR OWN ATTORNIES FEES AND COSTS.

Notice

All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Agreement, by email, by WhatsApp, or by Text Message to the phone number on file.

Assignment

You shall not assign or sublet any interest in this Agreement or the equipment or permit the equipment to be used by anyone other than yourself without Company's prior written consent. Company shall have no obligation to provide this consent whatsoever and shall do so only at Company's sole discretion.

Entire Agreement and Modification

This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

Communication

The Company shall have the right to communicate with you electronically at any time during this Agreement.

Company Guidelines

The Company provides Company Guidelines to you and you agree to sign and act in accordance with the Guidelines.



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Governing Law

This Agreement shall be construed in accordance with the laws of the State of California.

Consequential Damage Waiver

The company's liability to you for any consequential damages arising from our passive or active negligence for any reason whatsoever shall be limited to the lesser of actual damages or Five Hundred US Dollars. By renewing or reutilize our services for any new period, you agree that there are no consequential damages or liabilities outstanding for any reason whatsoever. The consequential damage and indemnity provisions of this agreement shall continue in full force and effect for 5 years after the last possession of equipment by you under this agreement.

Company's Right To Terminate

The Company shall have the right to terminate your possession of any equipment outlined in exhibit "A," or terminate the entire agreement, with 5 days written notice for any reason whatsoever at the sole discretion of the company; Any pro-rata fees which were prepaid by you will be returned within 14 calendar days if Company chooses to do so.

Severability

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



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