

Vehicle Rental Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Vehicle Rental Agreement

This Vehicle Rental Agreement (this "Agreement") is made on [Date] between [Owner's full legal name or registered business name] of [Owner's address] (the "Owner") and [Renter's full legal name] of [Renter's address] (the "Renter"). The Owner and the Renter are each a "Party" and together the "Parties".

The Owner agrees to rent to the Renter, and the Renter agrees to rent from the Owner, the motor vehicle described in clause 1 (the "Vehicle"), for the Rental Period stated below and on the terms of this Agreement.

1. The Vehicle and the Rental Period

The Vehicle rented under this Agreement is described as follows: Year [Model year], Make [Manufacturer, e.g. Toyota], Model [Model name], Color [Exterior color], Vehicle Identification Number (VIN) [17-character VIN], License plate number and issuing state [Plate number and state].

The rental begins with pickup on [Pickup date] at [Pickup time, e.g. 10:00 am] and ends with return on [Return date] by [Return time, e.g. 10:00 am] (the "Rental Period"), at [Pickup and return location, or write the two locations if they differ]. Extending the Rental Period requires the Owner's prior written consent — it is not created merely by the Renter keeping the Vehicle past the return time (see clause 9 on late return).

2. Rental Charges and Payment

The rental rate is [Daily or weekly rate and currency] per [Write "day" or "week"], giving a total rental charge of [Total rental charge for the whole Rental Period] for the Rental Period stated in clause 1, payable by [Payment method] [When payment is due, e.g. in full at pickup].

This charge does not include fuel (clause 6), mileage overage (clause 7), the Security Deposit (clause 3), or any tax, toll, fine or fee this Agreement makes the Renter responsible for elsewhere. If the Renter fails to pay any amount under this Agreement when due, the Owner may repossess the Vehicle and end this Agreement under clause 11.

3. Security Deposit

Before pickup the Renter shall pay a security deposit of [Security deposit amount] (the "Security Deposit"), by [Deposit payment method, e.g. credit card hold] . The Security Deposit is not rent; it secures the Renter's performance of this Agreement and may be applied against unpaid rental charges, the excess described in clause 5, unpaid fuel or mileage charges, fines under clause 10, and the reasonable cost of cleaning or repairing the Vehicle beyond ordinary wear and tear.

Within [Number of days after return the Security Deposit is returned, e.g. 7] days after the Vehicle is returned and inspected under clause 9, the Owner shall return the Security Deposit, or the balance remaining after any deduction, to the Renter, together with a written itemised statement of any amount withheld.

4. Authorised Drivers

Only the Renter and the following named individuals (each an "Authorised Driver") may operate the Vehicle during the Rental Period:

[Full name(s) of any additional authorised driver(s), or write "none — Renter only"] . Every Authorised Driver must hold a current, valid driver's licence for the class of vehicle rented, meet the Owner's minimum age requirement, and have been approved by the Owner in writing before driving the Vehicle.

To add a driver after this Agreement is signed, the Renter shall obtain the Owner's written consent, and provide that person's name and licence details, before that person drives the Vehicle — adding a driver is not effective merely because the Renter allows them to drive.

The Renter shall not permit anyone who is not an Authorised Driver to operate the Vehicle. If a person who is not an Authorised Driver drives the Vehicle, the Renter is fully liable for any resulting loss, damage, fine or claim regardless of fault, and clause 5's insurance and damage protection does not apply to that loss — see clause 5.

5. Insurance and Financial Responsibility for Damage

While the Vehicle is driven by an Authorised Driver, in accordance with this Agreement, it is covered by

[Describe the insurance in place, e.g. "Owner's commercial auto policy" or "Renter's own auto policy"] .

The Renter is responsible for an excess (deductible) of [Excess/deductible amount] for each incident of loss or damage to the Vehicle, regardless of fault, unless the Renter purchased the optional damage waiver described below.

The Renter may purchase a damage waiver for

[Damage waiver cost, e.g. amount per day, or write "not offered"] , which reduces the

Renter's excess for covered damage to

[Reduced excess amount under the damage waiver, or write "nil"] . A damage waiver is not insurance and does not cover loss excluded below.

Coverage under this clause does not apply, and the Renter is personally responsible for the full cost of repair, replacement, towing, storage, loss-of-use and any related fee, without limit, where the loss or damage happens: while the Vehicle is driven by someone who is not an Authorised Driver; in breach of clause 8 (Prohibited Uses); while the driver does not hold a valid licence or is over the legal alcohol or drug limit; or where the loss exceeds the limit of the applicable insurance policy. The Renter is also responsible for any amount of otherwise-covered damage that the applicable insurer does not pay for any reason.

The Renter shall notify the Owner within

[Notice period for reporting an accident or damage, e.g. 24 hours] of any accident, theft or damage, cooperate with any insurance claim, and provide a police report where one was made.

6. Fuel Policy

The Vehicle is provided with a fuel level of [Fuel level at pickup, e.g. "full"] and shall be returned at the same level. If the Renter returns the Vehicle with less fuel than at pickup, the Owner may charge the cost of the missing fuel plus a refuelling service fee of [Refuelling service fee amount] .

7. Mileage

The rental charge in clause 2 includes

[Included mileage, e.g. 150 miles/km per day, or write "unlimited"] for the Rental Period.

Distance driven beyond that allowance is charged at

[Overage charge per mile or kilometer] for each additional mile or kilometer, calculated from the Vehicle's odometer readings at pickup and return.

8. Prohibited Uses

The Renter shall not, and shall not permit any Authorised Driver to, use the Vehicle to:

- (a) tow or push another vehicle, trailer or object, unless the Owner has agreed to this in writing;
- (b) carry passengers or cargo beyond the Vehicle's manufacturer-rated capacity;
- (c) drive off paved or maintained roads, or in any race, rally, contest or driver-training event;
- (d) transport hazardous, illegal or flammable material, or commit or facilitate any

unlawful act;

(e) sublet, re-rent or use the Vehicle for hire, ride-sharing or delivery services, unless the Owner has agreed to this in writing;

(f) cross an international border or leave the region stated as [Permitted geographic area, e.g. "the continental United States", or write "no restriction"] without the Owner's prior written consent; or

(g) drive under the influence of alcohol or drugs, or while the driver's licence is suspended, expired or invalid.

9. Vehicle Condition, Inspection and Return

At pickup, the Parties shall jointly inspect the Vehicle and record its condition, mileage and fuel level on

[How the pickup condition is recorded, e.g. "the inspection checklist attached to this Agreement" or "dated photographs kept by both Parties"] .

The Renter accepts the Vehicle in that condition.

The Renter shall return the Vehicle at the location and by the time stated in clause 1, in the same condition as at pickup apart from ordinary wear and tear, with the fuel level required by clause 6. If the Renter returns the Vehicle late without the Owner's prior consent, the Renter shall pay

[Late return charge, e.g. the daily rental rate for each additional day or part-day] for each day or part-day of the delay, and clauses 5 through 8 continue to apply for as long as the Renter keeps the Vehicle.

The Owner shall inspect the Vehicle promptly after return to record its condition and assess any charge under clauses 2, 3, 6 or 7. If the Renter disagrees with a charge, the Renter shall raise it in writing within [Number of days to dispute a return charge, e.g. 7] days of return.

10. Accidents, Breakdown and Traffic Violations

If the Vehicle is involved in an accident, breaks down, or is stolen, the Renter shall notify the Owner as soon as reasonably possible and, in the case of an accident or theft, notify the police where required by law. The Renter shall not admit fault or agree to any settlement without the Owner's consent.

The Renter is responsible for every parking ticket, toll, traffic fine, impound fee and administrative charge issued in connection with the Vehicle during the Rental Period, together with any reasonable administrative fee the Owner charges for processing it.

11. Termination and Governing Law

The Owner may end this Agreement immediately and repossess the Vehicle if the Renter breaches clause 4 or clause 8, fails to pay any amount when due, or uses the Vehicle unlawfully. On termination under this clause, the Renter shall return the Vehicle immediately at the Renter's expense, and no rental charges already paid are refunded.

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Nevada] , and the Parties submit to the jurisdiction of the courts of [Jurisdiction] .

12. General

This Agreement is the entire agreement between the Parties about the rental of the Vehicle and replaces any earlier discussion or understanding about it. It may be amended only in writing signed by both Parties. If any provision is held unenforceable, the rest continues in force.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. It binds no one until both Parties have signed and dated it.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Owner

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Renter

Signature: _____

Printed name: _____

Date: _____