

# Mpowered Empire LLC dba CDL Focus

## RENTAL AGREEMENT TERMS AND CONDITIONS



Your CDL Option

**LICENSE EXPIRED?  
NEED TO GET HIRED?**

Phone: (702) 518 CDL1

### TERMS AND CONDITIONS

The Truck Renter is hereby bound by the terms and conditions of this Truck Rental Agreement. The truck must be returned to the same location in which it was picked up for rental and on or before the above indicated due back date and time. There will be additional fees due if the truck is not returned as specified above. Where it is permitted by law the Truck Renter hereby authorizes the process of the Renter's credit card information in their name for all Truck Rental charges, including the full truck value of any truck that is not returned to the Truck Rental Company, all fines, towing, any court costs, penalties, and or administrative fees that the Renter may incur for parking, traffic and or other violations that may be incurred during the Truck Rental term period as stated above and to apply any payments made to the charges in whatever order that the Truck Rental Company sees as necessary.

#### I. IDENTIFICATION OF VEHICLE

The owner will let and the Renter will take the truck, details of which are described in the Rental Document (herein referred to as "the vehicle"), for the term of the rental as described in the Rental Agreement.

#### II. SCOPE OF USE

Only the person(s) that are listed on this Truck Rental Agreement and above the age of twenty-one may drive this vehicle. The above mentioned Truck Renter is hereby responsible for all collision damage to the vehicle regardless if someone else is at fault or the cause is not known. The Truck Renter is fully responsible for the cost of any repair up to the value of the vehicle. The Truck Renter's Insurance may cover all or only part of the financial liability for the rented vehicle. Truck Renter should check with their insurance company regarding their coverage and what they are and are not liable for. If there is no breach of this contract the Truck Renter and any authorized driver is provided liability insurance and is limited to the minimum financial responsibility as required by state law. Liability Insurance will only be in excess over any and all additional collectible insurance. The above mentioned Truck Renter hereby waives all uninsured and under insured motorists, no fault and any other optional additional coverage. If such additional coverage cannot be waived or excluded then the Truck Renter agrees that such coverage will be limited to only the minimum state requirements.

The Renter shall not:

- a) use or allow the vehicle to be used for the transport of passengers for hire or;
- b) sublet or hire the vehicle to any other person;
- c) allow the vehicle to be used outside his/her authority;
- d) operate the vehicle or allow it to be operated in circumstances that constitute an offense against any driving under the influence of alcohol or drugs;
- e) operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- f) operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or road user charge certificate, whichever is the lesser, for the vehicle;
- g) drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current state issued license appropriate for the vehicle;
- h) drive or allow the vehicle to be driven on any roads excluded in clause 22(q) of these terms and conditions, or on any beach, driveway, or surface likely to damage the vehicle;
- i) allow the vehicle to be driven by any person who is not named or described in the Rental Document as a person permitted to drive the vehicle;
- j) operate the vehicle or allow it to be operated to propel or tow any other vehicle;
- k) transport any animal in the vehicle (with the exception of guide dogs for visually impaired people);
- l) operate or allow the vehicle to be used in involvement with any illegal activity; or
- m) allow any person to smoke in the vehicle.



Our mission is to provide and alternative for obtaining your CDL. We look forward to working with you.



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### III. INSURANCE

The Renter is liable for:

- a) any loss of, or damage to, the vehicle and its accessories;
- b) any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue; and
- c) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

The Renter is advised that motor vehicle insurance must be provided by the Renter, motor vehicle insurance shall be approved by the owner. If the owner is not satisfied that the Renter's insurance is comparable to the owner's requirements, the owner may decline to hire the vehicle.

Upon use of the Renter's own insurance, any driver named in the Rental Document as a person permitted to drive the vehicle is, subject to the damage administration fee in Section VI, the excess payable by the hirer and the insurance exclusions set out in Section IV, covered against the losses set out in Section IV.

The Renter's liability is covered by the owner's insurance as set out in Section IV, up to the value of \$150,000 in respect and \$5,000,000 in respect.

Upon offering by owner, if the Renter elects to use the owner's insurance, the insurance premium is included in the hire charge.

If the Renter elects to use the owner's insurance, the excess payable by the Renter is as specified in the Rental Document and is payable for each and every incident involving the vehicle. If the damage is excluded under the owner's insurance, the excess will be considered part payment toward the total damage cost and any additional cost will be charged to the hirer.

An additional Damage Administration fee of **\$75** plus GST will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the hirer elects to use the owner's insurance or has their own insurance arrangements. This fee may be refunded if it is proven that the damage was not due to the hirer's fault.

### I. INSURANCE EXCLUSIONS

The Renter acknowledges that insurance coverage obtained from the owner referred to in Section III will not apply to the following:

- a) at any time when the driver of the vehicle is under the influence of alcohol or any drug;
- b) at any time when the vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the vehicle;
- c) at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the vehicle;
- d) at any time when the vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally

circuit or in any event as a pace-maker, or testing in preparation for any of them;

e) at any time when the vehicle is driven by anyone not named or described in the Rental Document as a person permitted to drive the vehicle (unless the Renter is a body corporate or Department of State and the driver is authorized by them to drive, subject to all other terms and conditions in the Rental Agreement);

f) at any time when the vehicle is driven by an unlicensed person;

g) at any time when the vehicle is willfully or recklessly damaged or lost by the Renter, a nominated driver, or a person under the hirer's authority or control;

h) at any time when the driver commits a traffic offense while driving the vehicle;

i) at any time when the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;

j) at any time when the vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the vehicle;

k) at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;

l) to any fine or penalty imposed as a result of prosecution for breach of any law;

m) to any puncture, cut or bursting of any tire, or damage to any tire by application of brakes;

n) to any wear and tear to the vehicle;

o) to any overhead damage to the vehicle or to the property of any third party resulting from such overhead damage;

p) at any time when the vehicle was being driven on any of the following roads: any unformed roads and/or roads other than tar seal or metal; including but not limited to beaches, driveways, or any surface likely to damage the vehicle; or

q) at any time when the vehicle was operated beyond the term of the Rental Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the owner to the renter.

### I. TRAFFIC OFFENSES

All penalties related to traffic and/or parking offences are the responsibility of the Renter and the owner may charge the Renter's credit card for any traffic and/or parking offence infringement fees incurred by the hirer. The owner undertakes, in the event that the owner receives notice of any traffic or parking offenses incurred by the hirer, to send a copy of any such notice to the hirer as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer. The Renter has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and has a right to seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice). The owner may also charge an administration fee of **\$30** plus GST to cover the cost of processing and sending to the hirer notices related to traffic and/or parking infringements.

### II. INDEMNIFICATION

You hereby agree to release and hold MPowered Empire, LLC, its officers, directors, employees, agents and representatives harmless from and defend and indemnify them against any and all third-party claims, liability, damages and/or costs (including without limitation attorney's fees) they incur arising out of or related to (i) your use of the vehicle, (ii) your violation of the Terms and Conditions of Use, or (iii) your infringement of any intellectual property or other right.

### III. GOVERNING LAW

The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles.

### IV. JURISDICTION AND BINDING ARBITRATION

Any claim or dispute arising out of or in relation to the Terms and Conditions shall be resolved exclusively in the in the courts of the State of Nevada, Clark County, or in the United States District Court District of Nevada and you consent to the personal jurisdiction of such courts. However, in lieu of litigating any such claim or dispute in the courts of the State of Nevada, you or MPowered Empire, LLC may elect to resolve any such claim or dispute by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association on an individual basis and not consolidated with any other claim. Any claim that you may have arising out of or relating to the Terms of Conditions must be commenced within one (1) year of the accrual of such dispute or claim.

### V. ENFORCEMENT OF TERMS AND CONDITIONS

These terms and conditions are governed and interpreted pursuant to the laws of the State of Nevada, United States of America, notwithstanding any principles of conflicts of law. Any persons and entities that agree that all matters, disputes, or transactions arising from this Rental Agreement shall be governed by Nevada law and shall be within the exclusive jurisdiction of courts state and federal courts located in Clark County, Nevada. Any dispute under this agreement shall have venue in the courts of Clark County, Las Vegas, Nevada. If any part of these terms and conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions. MPowered Empire, LLC may revise these terms and conditions at any time by updating this posting. **MPowered Empire, LLC may terminate this agreement at any time without notice for any reason.**

To the maximum extent permitted by law, MPowered Empire, LLC shall not be liable for any special, incidental, direct, punitive, indirect, consequential or other damages of any kind, under any theory of liability arising out of the Rental Agreement. MPowered Empire, LLC failure to strictly enforce the performance of any provision of these Terms and Conditions shall not be deemed a waiver of its rights under such provision. MPowered Empire, LLC may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

### END OF TERMS AND CONDITIONS

**2015**