

Porsche Ultimate

DRIVE & EXPERIENCE



General Terms and Conditions

DEFINITION OF TERMS: The following terms shall have the following interpretations: "Contract" means this Rental Agreement consisting of Pages 1 and 2; "Lessee" - means the party renting or leasing the vehicle and any other person approved by Lessor on Page 1 to drive the vehicle; "Lessor"- means MIDWAY GROUP; "Vehicle" - means the automobiles or trucks described, subject to all the terms and provisions of this contract contained below and on pages one and two.

1. DRIVERS: In no event shall the Vehicle be used, operated or driven by any person other than the Lessee or additional Driver who signed this agreement.

2. PCNA PRIVACY POLICY: As used in this Privacy Policy, "Personal Information" means information that can be used to identify a specific individual, such as name, e-mail address, phone number, driver's license number, or credit card number. "Information" is collectively used herein to refer to both Personal Information and other information that does not identify a specific individual. Porsche and its third-party service providers collect Information about you from a variety of sources, including Personal Information you provide directly to us, Information we collect about you when access and use our Services. We also collect your Personal Information from independent Porsche dealers. We may combine any of the Information collected about you for the purposes described in this Privacy Policy. We use your Information, including personal information, for a variety of business purposes, including: providing our products and services to you; communicating with you regarding Porsche, and its products, services, and Events; customizing your Porsche experience; creating and managing your online Porsche Login registration; responding to your inquiries, comments, or postings; administering our events; improving and customizing our Online Services; internal operations such as enhancing our products and services, marketing efforts, and to conduct research and analysis; developing new products and services; processing payments; investigating or settling inquires or disputes; marketing purposes; enforcing our Terms and Conditions Use; and/or protecting the security and integrity of our business and our Online Services.

3. PROHIBITED USE: The vehicle shall not be used (1) in violation of any law, ordinance or regulation, (2) by any person who is under the influence of intoxicants, narcotics or drugs, (3) for the transportation of persons or property for hire, (4) in any race, test or competitive event, or at a racetrack, (5) outside the state in which the Vehicle was rented without Lessor's prior written consent, (6) by any person not specified in page one of the Contract, (7) to push or tow any vehicle except with Lessor's prior written consent and subject to all the conditions appearing in this vehicle except with the Lessor's prior written consent and subject to all the conditions appearing in this Contract, (8) if further use of the Vehicle would cause damage (i.e. warning lights on, flat tire, steam/smoke rising from engine, and (9) operation of the Vehicle on an unpaved road, driveway, or parking spot, if the damage or loss is a direct result of the road', driveway's or parking spot's driving or surface condition. Lessee is prohibited from installing any bumper, clamp-on, or other type of trailer hitch, without Lessor's prior written consent. In NO EVENT SHALL Lessee sub-rent or release the Vehicle to another person or corporation. The foregoing conditions are cumulative and each of them shall apply to every use, or operation of the Vehicle. Lessee and/or additional Lessee agree to indemnify and reimburse the company for all damages sustained by the company as a result of the Vehicle being used in a manner which can be characterized as "prohibited use" under the aforementioned "Prohibited Use" clause.

4. RETURN OF VEHICLE: This Contract is one of rental only. The vehicle is the property of the Lessor. Lessee agrees to return vehicle to Lessor's address on the date shown on Page 1 (under "Return Date") in the same condition as when received, ordinary wear and tear excluded. Lessor or any of its agents or employees may peacefully repossess the vehicle without demands, wherever found and terminate this Contract if the vehicle is illegally parked, is used in violation of the law, or this Contract was obtained as the result of any misstatement or fraud, is apparently abandoned, or for any other reason deemed sufficient by Lessor. Lessor shall not in any way be liable to Lessee for damages resulting from such repossession nor shall Lessor be responsible for the loss or damage of any property of Lessee contained therein.

5. AMOUNTS DUE LESSOR: Lessee shall pay Lessor on demand: (a) All time and mileage charges as computed on Page 2 of this contract with mileage determined by reading the factory installed vehicle odometer. Lessee shall NOT detach the odometer and shall pay for its repair or replacement if any seal has been broken, along with a mileage charge equivalent to the average charge developed from Lessor's experience (b) Basic or minimum rate, service, Collision damage Waiver, and other charges as shown on Page 2 thereof, (c) Refueling charge if the vehicle is returned with less gasoline than when rented, (d) All sales use, excise, or other taxes, (e) All liens, penalties, forfeitures, court costs and out-of-pocket expenses incurred by Lessor with respect to Lessee's use of the vehicle including parking, traffic or other violations assessed against Lessor, the vehicle, or Lessee, plus a reasonable service charge, unless due to Lessor's fault, (f) Lessor's cost and expenses including reasonable attorney's fees (unless prohibited by law), incurred in collecting any payments due hereunder or in the amount specified on Page 2 and/or for other damages exempted from application of Collision Damage Waiver in paragraph 11 (g) Lessor's costs and expenses for repairing vehicle which was damaged while being used in violation of any of the terms and conditions of this contract, and (h) Lessor's cost and expenses for recovery of vehicle, regardless of fault, which resulted from an accident, theft or any violation of the prohibited use clause.

6. LOSS OF USE: Lessee agrees to reimburse Lessor for loss revenues for the inability of Lessor to rent the vehicle due to the breach of the Contract by the Lessee. Loss of revenue shall be calculated as the daily rental rate of the vehicle times the number of days the vehicle is out of use due to repairs, etc., due the fault of the Lessee. Lessee still remains liable for loss of use even if they have opted for Collision Damage Waiver Coverage as set forth in paragraph 11 below.

7. INDEMNITY: The Lessee hereby agrees to indemnify the Lessor from and against any losses, damages, claims, suits, demands, costs, attorney fees, and any other expense incurred by Lessor, who is without active negligence or fault, arising out of the use of the Vehicle by the Lessee or any other person.

8. NO AGENCY: Neither Lessee nor any other driver of the vehicle shall be or is deemed to be agent, servant, or employee of Lessor for any purpose, and during the term of this Agreement. Lessee shall completely assume full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

9. REPAIRS: Lessee shall not permit any repairs to the vehicle or suffer any lien to be placed upon it without Lessor's prior written consent. Lessee shall be liable for any such repairs, and liens.

10. ACCIDENTS/THEFT/VANDALISM: Lessee shall immediately report any accident/theft/vandalism involving the vehicle to the law enforcement agency having jurisdiction at the place of the accident/theft/vandalism and to Lessor and shall immediately deliver to Lessor or its insurers if so wanted by Lessor, every process, pleading notice, or paper of any kind received by Lessee or any driver of the vehicle relating to any claim, suit or proceeding connected with any accident/theft/vandalism or event involving the vehicle. Neither Lessee nor any driver of the vehicle shall aid or abet the assertion of any such claim, suit or proceeding and shall cooperate fully with Lessor and its insurer in investigating and defending the same. This vehicle is equipped with a tracking device.

11. CREDITS AND CHARGES: In the event Lessee directs Lessor to bill charges hereunder, Lessee will, upon demand of Lessor, promptly pay said charges. LESSEE EXPRESSLY AUTHORIZES LESSOR TO PROCESS A CREDIT CARD VOUCHER, IF ANY, IN LESSEE NAME FOR CHARGES MADE HEREUNDER. Lessee agrees to pay Lessor interest of 1% per month (18% per year) on any monies paid out by Lessor for Lessee's benefit until collected from and on any account outstanding over 30 days.

12. CANCELLATIONS: In the event of a cancellation of a reservation, Midway must be notified in writing to the email address provided with the booking confirmation up to 72 hours prior to the rental start date to avoid charges to the card on file. receive a refund. Cancellations within 72 hours of rental start date will be charged 50% of the total rental fee. Missed reservations without notice will be charged in full.

13. COLLISION DAMAGE WAIVER ("CDW") PROTECTION: does not include blowouts, flat tires, damage to tires or wheels or rims convertible tops, broken glass, cigarette burns, damage to transmission or clutch, rips, tears or stains to upholstery and carpet or other damage. CDW does not include floor mats, spare tire, jack, hub caps, gas caps, or damage caused by lessee's negligence. Lessee remains liable even with CDW for damages excluded in this section.

14. POWER OF ATTORNEY: Lessee hereby grants and appoints Midway Group a Limited Power of Attorney to present insurance claims for property damage to Customer's Insurance carrier if the rented Vehicle is damaged during the terms of this Rental Agreement and to endorse the Lessee's name on the insurance payments for charges or damages.

15. SEVERABILITY: If any provision of provisions of this Contract are found to be void or unenforceable, the remaining provision shall continue in full force and effect.

16. ENTIRE CONTRACT: This contract expresses the entire understanding of the parties and there are no other representations, warranties, collateral agreements or conditions.

17. VENUE: All court cases will be tried in Miami-Dade County, State of Florida.

18. INCORPORATED BY REFERENCE: Lessee agrees that all terms and conditions of Inspection Sheet as well as policies located on the company's website are included in this contract. Lessee agrees that they have read, reviewed and agree to all terms, conditions of inspection sheet and online policies.

Arbitration Agreement

A. MANDATORY ARBITRATION: Any "Dispute" between the Parties shall be resolved by a neutral, binding arbitration, and not by a court. This procedure applies to any dispute defined herein, the agreement to arbitrate or the arbitrability of any issue. The only matter that shall be determined by a court, if necessary, shall be the Parties' waiver to bring or participate in a class action. This arbitration agreement applies to the Parties, their respective employees or agents.

B. DISPUTE: "Dispute" means any action, claim, or controversy of any kind arising out of, in connection with or related to the Parties' transaction(s), relationship or conduct. "Dispute" includes without limitation: claims under federal or state consumer protection laws, tort or contract, statutes or common law, at law or in equity, counterclaims, cross-claims, third party claims, or interpleaders.

C. **FACTS ABOUT ARBITRATION:** Arbitration is a private and less formal process in which a neutral arbitrator decides a dispute instead of a judge or jury. Each side has an opportunity to present some evidence to the arbitrator. A Party's ability to discover things may be limited. Other rights Parties might have in court might not be available in arbitration. An arbitrator issues an award which a court may then enforce like a court judgment. Courts rarely overturn an arbitrator's award.

D. **RULES:** To initiate arbitration, a party shall give written notice to the other(s) of any Dispute by certified mail, return receipt requested. The Notice shall state the nature and factual basis of the Dispute, the names and addresses of all other Parties, the amount in dispute and specific relief requested. The responding Party may answer and set forth any counterclaims. The arbitration will be conducted by one neutral impartial arbitrator mutually agreed upon by the Parties. The arbitrator shall be any attorney or retired judge. If the Parties cannot agree on an arbitrator, an arbitrator may be appointed by a court pursuant to the Federal Arbitration Act (9 U.S.C. § 1, et seq.). The arbitrator may conduct all necessary preliminary proceedings, provide for the exchange of information and/or discovery, and set the time, date and place of any hearing, after consultation with the Parties. The award shall be issued within 30 days after the hearing is completed.

E. **STANDARDS AND LAW:** The transaction(s) of the Parties involves interstate commerce and this arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 through 16 ("FAA"). The arbitrator shall strictly apply applicable substantive law and statutes of limitation consistent with the FAA and honor recognized claims of privilege.

F. **JURY TRIAL WAIVER:** The Parties agree to give up their rights to a trial by a jury.

G. **CLASS ACTION WAIVER:** The Parties agree to give up any right to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with the arbitration of others.

H. **PUNITIVE DAMAGE WAIVER:** The Parties waive any right to seek or recover punitive damages. No arbitrator shall have the power or authority to award punitive damages.

I. **FEES AND COSTS:** The Parties will split all costs of arbitration on a 50%-50% basis. If a party fails to advance its portion of the arbitration costs or fees, any other party may advance those fees or costs without prejudice to the right to recoup the amount advanced as a prevailing party.

J. **EXCEPTIONS:** The Parties agree that this arbitration agreement is not applicable to "Small Claims" meaning those claims that can be filed in an appropriate small claims court."