505 VANGO
VAN RENTAL

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THIS IS YOUR VEHICLE RENTAL AGREEMENT. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RESPONSIBILITIES RELATED TO THE USE OF THE MOTOR VEHICLE YOU ARE RENTING.

1. **AGREEMENT.** VANGO, L.L.C. agrees to lease to CUSTOMER and CUSTOMER agrees to rent from VANGO, L.L.C. the motor vehicle (motor vehicle) described in any schedule (Schedule) that incorporates this Master Rental Agreement (Agreement) by reference. A Schedule shall incorporate this Agreement by reference by listing the above-referenced Master Rental Agreement Number thereon. Such Schedule shall be governed by the terms and conditions of this Agreement, as well as by the terms and conditions set forth in any applicable Schedule. In the event of a conflict between the provisions of this Agreement and a Schedule, the provisions of the Schedule shall govern.

2. **DELIVERY; ACCEPTANCE.** VANGO, L.L.C. shall cause the motor vehicle to be delivered to CUSTOMER at the motor vehicle's Location (as specified in the applicable Schedule) and CUSTOMER shall accept the motor vehicle upon the satisfaction of VANGO, L.L.C.'s acceptance criteria. In any event, CUSTOMER shall evidence its acceptance of the motor vehicle and commencement of the rental period with respect thereto by executing and delivering to VANGO, L.L.C. any document, including but not limited to, payment this Agreement, in a form acceptable to VANGO, L.L.C. VANGO, L.L.C. **DOES NOT ACCEPT CASH PAYMENTS.**

By executing and delivering all of the documents requested by VANGO, L.L.C., to VANGO, L.L.C., Customer represents and warrants that it has accepted the motor vehicle and that CUSTOMER has irrevocably accepted such Motor vehicle under this Agreement. CUSTOMER shall reimburse VANGO, L.L.C. for any late payment, interest on late payment or any other similar fee or charge imposed by VANGO, L.L.C.as a result of CUSTOMER'S failure to timely furnish all pertinent motor vehicle rental documentation.

3. **RENT; LATE CHARGES.** CUSTOMER shall pay VANGO, L.L.C. the first Rental Payment (as specified in the applicable Schedule) for the Motor vehicle on or before the Commencement Date of the applicable Schedule and shall pay VANGO, L.L.C. the remaining periodic Rental Payments, if any, on or before the periodic payment dates specified in the applicable Schedule. Additionally, if pursuant to this Agreement or the applicable Schedule the Term is extended by separate Motor Vehicle Rental Agreement, CUSTOMER shall also pay all Rental Payments required with respect thereto. All Rental Payments will be sent to VANGO, L.L.C.'s above-referenced address, or to such other address as specified by VANGO, L.L.C. in writing.

CUSTOMER shall pay $ _____ to VANGO, L.L.C., as and for the Rental Rate for the motor vehicle for the period defined above, in the form of a credit card prior to CUSTOMER's acceptance of the motor vehicle. **VANGO, L.L.C. DOES NOT ACCEPT CASH PAYMENTS.** CUSTOMER authorizes VANGO, L.L.C., to obtain CLIENT's financial or government information for the sole purpose of certifying payment, confirming CLIENT insurance and determining CUSTOMER's motor vehicle license status. A 50% non-refundable deposit is required at the time of reservation.

4. **INSURANCE.** At its own expense, CUSTOMER shall provide and maintain the following insurance: (a) insurance against the loss or theft of or damage to the Motor vehicle for the greater of the Loss Value (computed as described in the applicable Schedule) or full replacement value thereof, naming VANGO, L.L.C. as a loss payee; and (b) public liability and third party property damage insurance, naming VANGO, L.L.C. as an additional insured. Such insurance shall be in a form, amount and with companies reasonably satisfactory to VANGO, L.L.C., shall contain the insurer's agreement to give VANGO, L.L.C. 30 days' prior written notice before cancellation or material change thereof, and shall be payable to VANGO, L.L.C. regardless of any act, omission or breach by VANGO, L.L.C. CUSTOMER shall deliver to VANGO, L.L.C. the insurance policies or copies thereof or certificates of such insurance on or before the Commencement Date of the applicable Schedule, and at such other times as VANGO, L.L.C. may reasonably request. If no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, the proceeds of any insurance required under clause (a) hereof that have been paid to VANGO, L.L.C. shall be applied against CUSTOMER'S obligations to VANGO, L.L.C. under Section 12 hereof.

5. **TAXES.** CUSTOMER shall reimburse VANGO, L.L.C. for (or pay directly, but only if instructed by VANGO, L.L.C.) all taxes, fees, and assessments that may be imposed by any taxing authority on the motor vehicle, on its delivery, possession, operation, rental, return to VANGO, L.L.C.(collectively, Taxes); provided, however, that CUSTOMER shall not be liable for any such Taxes (whether imposed by the United States of America or by any other domestic or foreign taxing authority) imposed on or measured by VANGO, L.L.C.'s net income or tax preference items. CUSTOMER'S obligation includes, but is not limited to, the obligation to pay all fees and for the use of the motor vehicle, and other taxes and governmental charges, together with any penalties, fines and interest thereon, that may be imposed during the Term of the applicable Schedule. CUSTOMER is liable for these Taxes whether they are imposed upon VANGO, L.L.C., Lessee, the Motor vehicle, this Agreement or the applicable Schedule. If CUSTOMER is required by law or administrative practice to make any report or return with respect to such Taxes, CUSTOMER shall promptly advise VANGO, L.L.C. thereof in writing and shall cooperate with VANGO, L.L.C. to ensure that such reports are properly filed and accurately reflect VANGO, L.L.C.'s interest in the Motor vehicle. VANGO, L.L.C. has no obligation to contest any such Taxes, however CUSTOMER may do so provided that: (a) CUSTOMER does so in its own name and at its own expense; (b) the contest does not and will not result in any lien attaching to any motor vehicle or otherwise jeopardize VANGO, L.L.C.'s right to any motor vehicle; and (c) CUSTOMER indemnifies VANGO, L.L.C. for all expenses (including legal fees and costs), liabilities and losses that VANGO, L.L.C. incurs as a result of any such contest.

6. **REPAIRS; USE; LOCATION; LABELS.** CUSTOMER shall: (a) at its own expense, keep the motor vehicle in good repair, condition and working order and maintained in accordance with the manufacturer's recommended engineering and maintenance standards;

(b) use the motor vehicle lawfully and exclusively in connection with its use and for the purpose for which the motor vehicle was designed and intended; (c) without VANGO, L.L.C.'s prior written consent, not move the motor vehicle from the motor vehicle location; (d) not permit any unauthorized driver to have custody, control or operation of the motor vehicle; (e) not operate or permit the operation of the motor vehicle off- road or on any unpaved road or to. If VANGO, L.L.C. supplies CUSTOMER with labels stating that the Motor vehicle is owned by VANGO, L.L.C., CUSTOMER shall affix such labels to the motor vehicle pursuant to VANGO, L.L.C.'s instructions.

CUSTOMER agrees to use the motor vehicle for any lawful purpose. The storage, transport or use of firearms in the motor vehicle is prohibited. CUSTOMER agrees to limit the loading of passengers to the number set by the manufacturer. IN NO INSTANCE shall CUSTOMER permit the number of passengers to exceed the number of seating spaces.

7. **LIENS AND ENCUMBRANCES; TITLE.** The motor vehicle shall at all times remain personal property, notwithstanding that the Motor vehicle, or any part thereof, may be or becomes) affixed or attached to real property or any improvements thereon. Except for the interest of VANGO, L.L.C. CUSTOMER shall keep the motor vehicle free and clear of all levies, liens and encumbrances of any nature whatsoever. Except as expressly set forth in this Agreement, the Motor vehicle shall at all times remain the property of VANGO, L.L.C. and CUSTOMER shall have no right, title or interest therein.

8. **RISK OF LOSS.** As between VANGO, L.L.C. and CUSTOMER, CUSTOMER shall bear the entire risk of loss, theft, destruction or damage to the motor vehicle from any cause whatsoever or requisition of the motor vehicle by any governmental entity or otherwise (collectively Loss). CUSTOMER shall immediately advise VANGO, L.L.C. and no later than 24 hours of any such Loss. Except as provided below, no such Loss shall relieve CUSTOMER of the obligation to pay VANGO, L.L.C. rental payments and all other amounts owed hereunder. In the event of any such Loss, VANGO, L.L.C., at its option, may: (a) if the Loss has not materially impaired the Motor vehicle (in VANGO, L.L.C.'s

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reasonable judgment), require CUSTOMER, upon VANGO, L.L.C.'s demand, to place the Motor vehicle in good condition and repair reasonably satisfactory to VANGO, L.L.C.; or (b) if the Loss has materially impaired the Motor vehicle (in VANGO, L.L.C.'s reasonable judgment), require CUSTOMER, upon VANGO, L.L.C.'s demand, to pay VANGO, L.L.C. its anticipated return (VANGO, L.L.C.'s Return), which shall consist of the following amounts: (i) the Rental Payments (and other amounts) then due and owing under the applicable Schedule; plus (ii) the Stipulated Loss Value (computed as described in the applicable Schedule) of the Motor vehicle, plus (iii) all other amounts that become due and owing under the applicable Schedule, but only to the extent such amounts are not included in the moneys paid to VANGO, L.L.C. pursuant to primary or supplemental insurance claim proceeds.

9. NON-CANCELABLE MOTOR VEHICLE RENTAL AGREEMENT. CUSTOMER AGREES THAT IT HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL RENTAL PAYMENTS AND OTHER AMOUNTS WHEN DUE. CUSTOMER IS NOT ENTITLED TO ABATE OR REDUCE RENTAL PAYMENTS OR ANY OTHER AMOUNTS DUE, OR TO SET OFF ANY CHARGES AGAINST THOSE AMOUNTS. CUSTOMER IS NOT ENTITLED TO RECOUPMENTS, CROSS-CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY CUSTOMER AGAINST VANGO, L.L.C., THIS AGREEMENT, ANY SCHEDULE OR OTHERWISE. NEITHER DEFECTS IN MOTOR VEHICLE, DAMAGE TO IT, NOR ITS LOSS, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS AGREEMENT OR ANY SCHEDULE, OR AFFECT CUSTOMER'S OBLIGATIONS HEREUNDER. UNLESS CUSTOMER'S OBLIGATION TO PAY RENTAL PAYMENTS AND OTHER AMOUNTS HAS BEEN TERMINATED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT, ALL RENTAL PAYMENTS AND OTHER AMOUNTS SHALL CONTINUE TO BE DUE AND PAYABLE HEREUNDER.

10. VANGO, L.L.C. DISCLAIMERS; LIMITATION OF REMEDIES. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT: (A) VANGO, L.L.C. SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY VANGO, L.L.C. NEITHER CUSTOMER NOR VANGO, L.L.C. SHALL ACT AS, OR BE DEEMED TO BE, AN AGENT OF THE OTHER, AND VANGO, L.L.C. SHALL NOT BE BOUND BY, OR LIABLE FOR, ANY REPRESENTATION OR PROMISE MADE BY CUSTOMER; (B) VANGO, L.L.C. SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY MOTOR VEHICLE OR ANY DELAY IN ITS DELIVERY; (C) VANGO, L.L.C. SHALL NOT BE LIABLE FOR ANY BREACH OF ANY WARRANTY THAT CUSTOMER MAY HAVE MADE; (D) CUSTOMER HAS SELECTED MOTOR VEHICLE WITHOUT VANGO, L.L.C.'S ASSISTANCE; (E) VANGO, L.L.C. IS NOT A MANUFACTURER OF ANY MOTOR VEHICLE; AND (F) VANGO, L.L.C. HAS NOT MADE AND DOES NOT NOW MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, OR CONDITION OF ANY MOTOR VEHICLE (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF MOTOR VEHICLE FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING VEHICLE SAFETY, TITLE AND THE LIKE. IT IS FURTHER AGREED THAT VANGO, L.L.C. SHALL HAVE NO LIABILITY TO CUSTOMER, CUSTOMER'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY MOTOR VEHICLE, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL DEPRIVE CUSTOMER OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN VANGO, L.L.C. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ANY AND ALLRIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY VANGO, L.L.C.'S RIGHTS AS DESCRIBEDIN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT.

11. **CUSTOMER WARRANTIES.** CUSTOMER represents, warrants and covenants to VANGO, L.L.C. that: (a) unless it is an individual, customer is duly organized, validly existing and in good standing under applicable law; (b) CUSTOMER has the power and authority to enter into this Agreement, all Schedules and all other related instruments or documents hereunder (collectively, Fundamental Agreements); (c) such Fundamental Agreements are enforceable against CUSTOMER in accordance with their terms and do not violate or create a default under any instrument or agreement binding on VANGO, L.L.C.; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that would have a material adverse effect on CUSTOMER or any Fundamental Agreement, unless such actions are disclosed to VANGO, L.L.C. and consented to in writing by VANGO, L.L.C.; (e) CUSTOMER shall comply in all material respects with all Federal, state and municipal laws and regulations the violation of which could have a material adverse effect upon the motor vehicle or CUSTOMER'S performance of its obligations under any Fundamental Agreement; (f) CUSTOMER shall obtain all governmental approvals necessary for it to enter into and perform each Fundamental Agreement.

12. **GENERAL INDEMNITY.** CUSTOMER shall indemnify, hold harmless, and, if so requested by VANGO, L.L.C., defend VANGO, L.L.C. against all claims (Claims) directly or indirectly arising out of or connected with the Motor vehicle or any Fundamental Agreement. Claims refers to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether based on a theory of strict liability of VANGO, L.L.C. or otherwise, and includes, but is not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Motor vehicle; (b) any latent defects or other defects in any Motor vehicle, whether or not discoverable by VANGO, L.L.C. or by Lessee; (c) any patent, trademark, or copyright infringement; and (d) the condition of any Motor vehicle arising or existing during CUSTOMER's use.

13. **SURRENDER:** CUSTOMER agrees that the motor vehicle shall be returned, when due, and during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. CUSTOMER agrees that, when the motor vehicle is returned to VANGO, L.L.C., it shall be in the same condition as when delivered to CUSTOMER, reasonable wear and tear excepted, and , without VANGO, L.L.C. incurring any expense to repair, rehabilitate or certify such Motor vehicle (CUSTOMER shall be liable for all costs and expenses VANGO, L.L.C. incurs to place the motor vehicle in such condition). In all instances where CUSTOMER is returning motor vehicle to VANGO, L.L.C., CUSTOMER shall permit one or more staff members of VANGO, L.L.C. to physically inspect the motor vehicle. If CUSTOMER fails to return the motor vehicle to VANGO, L.L.C. in the time and manner provided above, CUSTOMER remains responsible for the motor vehicle and liable for any and all additional rental fees and costs.

14. **EVENTS OF DEFAULT.** Any of the following shall constitute an Event of Default under this Agreement and all Schedules: (a) CUSTOMER fails to pay any Rental Payment or any other amount payable to VANGO, L.L.C. hereunder upon demand; or (b) CUSTOMER fails to perform or observe any other representation, warranty, covenant, condition or agreement to be performed or observed by CUSTOMER hereunder or in any other agreement with VANGO, L.L.C., or in any agreement with any other person that in VANGO, L.L.C.'s sole opinion is a material agreement, and CUSTOMER fails to cure any such breach within 10 days after notice thereof; or (c) any representation or warranty made by CUSTOMER hereunder, or in any other instrument provided to VANGO, L.L.C. by CUSTOMER, proves to be incorrect in any material respect when made; or (d) CUSTOMER makes an assignment for the benefit of creditors, whether voluntary or involuntary; or (e) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law is filed by or against CUSTOMER or CUSTOMER takes any action to authorize any of the foregoing matters; or (f) CUSTOMER fails to surrender the motor vehicle as and when due under this Agreement.

15. **REMEDIES.** If an Event of Default occurs, VANGO, L.L.C. may, in its sole discretion, exercise one or more of the following remedies: (a) terminate this Agreement or any or all Schedules; or (b) take possession of, or render unusable, any motor vehicle wherever the motor vehicle may be located, without demand or notice, without any court order or other process of law and without liability to CUSTOMER for any damages occasioned by such action, and no such action shall constitute a termination of any Schedule; or (c) require CUSTOMER to deliver the motor vehicle at a location designated by VANGO,

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L.L.C.; or (d) declare the VANGO, L.L.C.'s Return (as defined in Section 12 hereof and calculated by VANGO, L.L.C. as of the date of the Event of Default) for each applicable Schedule due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rental Payments under the applicable Schedule; or (e) proceed by court action to enforce performance by CUSTOMER of any Schedule and/or to recover all damages and expenses incurred by VANGO, L.L.C. by reason of any Event of Default; or (f) terminate any other agreement that VANGO, L.L.C. may have with Lessee; or (g) exercise any other right or remedy available to VANGO, L.L.C. at law or in equity. Also, CUSTOMER shall pay VANGO, L.L.C. all costs and expenses (including legal fees and costs and fees of collection agencies) incurred by VANGO, L.L.C. in enforcing any of the terms, conditions or provisions of this Agreement.

16. **PERFORMANCE OF CUSTOMER'S OBLIGATIONS.** If CUSTOMER fails to perform any of its obligations hereunder, VANGO, L.L.C. may perform any act or make any payment that VANGO, L.L.C. deems reasonably necessary for the maintenance and preservation of the motor vehicle and VANGO, L.L.C.'s interests therein; provided, however, that the performance of any act or payment by VANGO, L.L.C. shall not be deemed a waiver of, or release CUSTOMER from, the obligation at issue. All sums so paid by VANGO, L.L.C., together with expenses (including legal fees and costs) incurred by VANGO, L.L.C. in connection therewith, shall be paid to VANGO, L.L.C. by CUSTOMER immediately upon demand.

17. **ASSIGNMENT BY VANGO**, L.L.C.. VANGO, L.L.C. shall have the unqualified right to assign, pledge, transfer, mortgage or otherwise convey any of its interests hereunder or in any Schedule or any motor vehicle, in whole or in part, without notice to, or consent of, CUSTOMER. If any Schedule is assigned, CUSTOMER shall: (a) unless otherwise specified by the VANGO, L.L.C. and the assignee (Assignee) specified by VANGO, L.L.C., pay all amounts due under the applicable Schedule to such Assignee, notwithstanding any defense, setoff or counterclaim whatsoever that CUSTOMER may have against VANGO, L.L.C.

CUSTOMERACKNOWLEDGES THAT ANY ASSIGNMENT OR TRANSFER BY VANGO, L.L.C. OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE CUSTOMER' OBLIGATIONS UNDER THE ASSIGNED SCHEDULE.

18. **ASSIGNMENT OR SUBLEASE BY CUSTOMER.** WITHOUT VANGO, L.L.C.'S PRIOR WRITTEN CONSENT, CUSTOMER SHALL NOT ASSIGN THIS AGREEMENT OR ANY SCHEDULE OR ASSIGN ITS RIGHTS IN OR SUBLET THE MOTOR VEHICLE OR ANY INTEREST THEREIN.

19. **SURVIVAL; QUIET ENJOYMENT.** All representations, warranties and covenants made by CUSTOMER hereunder shall survive the termination of this Agreement and shall remain in full force and effect. All of VANGO, L.L.C.'s rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive such termination and be enforceable by VANGO, L.L.C. and any successors and assigns. So long as no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, neither VANGO, L.L.C. nor any Assignee will interfere with Lessee's quiet enjoyment of the Motor vehicle.

20. **FURTHER ASSURANCES, NOTICES:** CUSTOMER shall promptly execute and deliver to VANGO, L.L.C. such documents and take such further action as VANGO, L.L.C. may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to protect the rights and remedies of VANGO, L.L.C. created or intended to be created hereunder. All notices under this Agreement shall be sent to the respective party at its address set forth on the front page of this Agreement or on the applicable Schedule or at such other address as the parties may provide to each other in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with first class postage prepaid.

21. **WAIVER OFJURY TRIAL; SUCCESSORS.** CUSTOMER AND VANGO, L.L.C. EACH IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION OR PROCEEDING UPON, ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, ANY OTHER FUNDAMENTAL AGREEMENT, OR THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG VANGO, L.L.C., LESSEE, SELLER OR ANY OTHER PERSON.

This Agreement and all Schedules inure to the benefit of and are binding upon the permitted successors or assigns of VANGO, L.L.C. and CUSTOMER.

22. **NO WAIVER. VANGO**, L.L.C. APPROVAL. Any failure of VANGO, L.L.C. to require strict performance by CUSTOMER, or any written waiver by VANGO, L.L.C. of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof. Neither this Agreement nor any other Fundamental Agreement shall be binding upon VANGO, L.L.C. unless and until executed by VANGO, L.L.C.

23. **CAPTIONS; COUNTERPARTS.** VANGO, L.L.C.'S AFFILIATES. The captions contained in this Agreement are for convenience only and hall not affect the interpretation of this Agreement. Only one counterpart of the Schedule shall be marked 'Original' (Original), and all other counterparts thereof shall be marked as, and shall be duplicates. To the extent that any Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest in such Schedule may be created through the transfer or possession of any counterpart other than the Original.

24. **CHOICE OF LAW; INTEGRATION; ENTIRE AGREEMENT.** EACH RENTAL AGREEMENT UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW MEXICO.

If any provision of this Agreement or such Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such Schedule. VANGO, L.L.C. and CUSTOMER consent to the jurisdiction of any local, state or Federal court located within the State, and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. This Agreement and all other Fundamental Agreements executed by both VANGO, L.L.C. and CUSTOMER constitute the entire agreement between VANGO, L.L.C. and CUSTOMER relating to the rental of the motor vehicle, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

25. **TERM.** The term of the Motor Vehicle Rental Agreement (Term) shall begin on _____, at _____ a.m./p.m. and shall continue until _____, at _____ a.m./p.m.

Any renewal term of a Schedule (Renewal Term) shall require a separate Motor Vehicle Rental Agreement and shall begin on the expiration of the Initial Term or any preceding Renewal Term (collectively, Term). IN NO CASE SHALL the motor vehicle rental period be greater than seven (7) days.

Dated this _____ of _____

Customer _____

VANGO, L.L.C. _____

Initials _____

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"RULES OF THE ROAD" WHEN RENTING 12-15 PASSENGER VANS

As you may know, 12-15 passenger vans, due to the high center of gravity, have a tendency to roll during sharp turns. Some insurance companies refuse outright to insure these types of vehicles. 505Vango is very concerned about this exposure. Although we would prefer not to insure them, we have not taken the position that we won't insure them. However, we believe in educating our insureds about the unique handling characteristics associated with these vehicles, and the steps that can be taken to ensure that claims are held to a minimum. In addition to your normal "counter qualification standards," the following are our guidelines for vans and apply to rentees as well as additional authorized drivers:

1. Please try and provide a short road test to your rentee before releasing the vehicle to them to have the rentee get a feel for the handling characteristics.
2. Rentee and authorized drivers should know that it is their responsibility to ensure that all passengers are belted in.
3. Minimum age of rentee should be 25 years of age. And the rentee must have minimum of 3 years driving experience.
4. Please explain to your rentee the proper loading of passengers. Passengers must be loaded from front to back. If vans are not fully loaded, the front-most seats must be utilized. Absolutely no overloading of passengers.
5. Please always conduct a pre-trip inspection to ensure proper fluid levels, tire pressure, etc.
6. Rentee should be advised that extreme caution is required on curved roads. Gradual recovery is required if wheel (s) drop off the road surface.
7. Sharp / erratic steering causes rollovers.
8. Your rentee should have verifiable insurance to cover the rented vehicle.
9. Your rentee should sign and date a document confirming they have been instructed of the dangers and of the proper use of the vehicle.

The above are guidelines which 505Vango feels are part of a continuing need to educate our insureds of the unique handling characteristics associated with the rental of 12-15 passenger vans. By signing below, insured acknowledges that the above guidelines represent our suggested Loss Control practices, and the insured also agrees, to the best of their ability, to incorporate these guidelines in the daily rental of 12-15 passenger vans.

SIGNATURE OF INSURED DATE

To be signed by Rental Customer acknowledging that they have been instructed on the safe handling of a 12-15 passenger van.

Today's date _____

Addendum to Rental Contract # _____

I, and any authorized drivers as defined by the terms of the rental contract:

1. Have been given the opportunity to road test the rental vehicle to get a feel for its handling characteristics.
2. Will use seatbelts, and will ensure that ail occupants wear their seatbelts.
3. An age 25 or older, and have a minimum of 3 years driving experience.
4. Agree that if the van is not fully loaded, then the front-most seats will be utilized. And there will be no more passengers in the van than it is capable of carrying.
5. Understand that extreme caution is required on curved roads. Gradual recovery is required if wheel (s) drop off the road surface.
6. I also know and understand that sharp / erratic steering can cause rollovers.
7. Have personal auto insurance that is currently in force.

Rental Customer Signature _____

Full Name _____

Date : _____

I the undersigned whose name is _____ referenced to hereto as the (Renter) from here on forth, agree to renting a passenger van from Vango LLC, and or Star limo llc along with respective affiliates and representatives reference here on forth as (Rental Company). I further agree not to sue Rental Company nor its affiliates , owners, agents, representatives or contractors for any monetary damages . I the renter further agree to indemnify and defend rental company as well its agents, owners and contractors along with employees against any negligence and or oversight in respect to said individuals and entities behalf.

I the Renter agree and understand that by taking possession and signing this document, I am solely responsible for all occupants and their livelihood while in my Rental vehicle. I the Renter further understand and agree to indemnify ,defend ,and accept any claims or lawsuits from occupants of rental vehicle that are directed towards rental company and its affiliates to be solely my responsibility and burden of liability and not that of Rental Company .

I understand that the tire pressure monitors are erratic, not reliable, nor dependable to relay any information about tire recalls or defective separation or malfunction while in my possession. I the renter further agree that any statements made by any individual from Rental Company , or its affiliates or employees or contractors are to be disregarded in terms to seeking answers when it comes to fact finding about any safety scenarios and or procedures . I understand that for safety question I should seek the experience of and ASE certified automobile technician .

As per tires I agree to indemnify and defend all agents employees and contractors as well as owners of rental company that stem from any defect and recalls not realized or notified by tire manufacturers or tire shops to rental company. I also agree and am aware that tires need to be at no less than 4/32 in tread depth on the front, and no less than 2/32 tread depth on the rear.

I the renter agree to state that although I am not a mechanic nor an automotive professional , I was offered an opportunity to test drive the vehicle and I agree to vehicle conditions as is where is as safe to operate based on rental company offer. I the Renter , regardless of actually having or not having test driven such automobile or not engaging in taking on rental company offer , acknowledge and deem vehicle safe to operate based on my inspection . I the Renter acknowledge that I am renting a machine that is prone to breakdowns and malfunctions. I further agree that these breakdowns are outside the responsibility of the renting company and agree to repair vehicle at my own expense when and if I take vehicle outside New Mexico state lines . I agree and understand that I am obligated complete and discuss repairs ,costs, and time frame with rental company management . I also understand that I will not be eligible for re-imbursement when outside New Mexico ,i agree that breakdowns are my sole responsibility which does not obligate Renting Company to remedy any and all claims that stem from me and or occupants. I further understand without any contest that any damages under five thousand dollars including and not limited to tires , glass and roof are my immediate responsibility for repairs and will be charged directly, outside my insurance policy for these repairs as an immediate charge to my credit card on file .

I admit and acknowledge that I was notified by auto rental company about the importance of contacting and confirming with my auto coverage insurance company coverage of rented passenger van automobile .

I confirm that the vehicle rented and its specifications including but not limited to the following descriptions where the vehicle is over 9000 lbs in weight as well as a seating capacity of 10 passengers or more plus driver have been relayed to my current insurance company , their representatives, and my insurance agent. I admit to have talked to a live person and not a recording device . Furthermore I admit and confirm that I notified both verbally and written my request to include in my insurance policy coverage company with their representatives to include coverage of said rented vehicle on my current and valid insurance policy presented to auto rental company .

I acknowledge that failure to do so does not invalidate my rental agreement, but rather leaves me the renter who is the undersigned responsible for all damages to this vehicle and all other motorists and their properties as well as all losses and claims , including but not limited to all deductibles and all lost revenues stemming directly and or indirectly by my actions and failure to abide by these guidelines before me on this and other pertinent agreements related to automobile rental .

I the Renter further attest and understand that the Rental Company does not accept coverage on its equipment via credit card coverage or member benefits .

I the Renter agree and understand that all rental fees will have to be on a single credit card. NO CASH or CHECKS accepted. I also agree that if a debit card is used , I am obligated to pay for supplemental insurance via Rental company agency.

I the Renter agree and understand that additional drivers are not honored nor approved to drive rental vehicle unless I pay for their coverage via Rental company agency. I further agree and understand that should this obligation go unrecognized, I would be obligated to have gotten such approval from my insurance issuing agency in writing and and by turn submitted and approved to Rental Company.

X _____

Date : _____

Initials _____