



# MASTER RENTAL AGREEMENT

940 Dailey Mill Road • McDonough, GA 30253

P: 770-898-1200 • F: 770-897-0240

Customer # \_\_\_\_\_

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Primary Contact Title: \_\_\_\_\_

Primary's Cell: \_\_\_\_\_ Primary's Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Alternate's Cell: \_\_\_\_\_ Alternate's Email: \_\_\_\_\_

**BILL TO:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Terms and Conditions**

This Master Rental Agreement ("Master Agreement") is by and between WRECKER RENTALS, INC., a Georgia limited liability company ("Wrecker Rentals"), and the customer named on the first page of this Master Agreement ("Customer"). Wrecker Rentals and Customer shall sometimes be collectively referred to as the "Parties". this Master Agreement provides the basic terms of every rental contract between Wrecker Rentals and Customer, however, the specifics of each rental contract shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(S)") or the Rental Extension Agreement(s) ("Extension Agreement(s)"). All Capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

1. **Vehicles Covered:** Wrecker Rentals agrees to rent to Customer and Customer agrees to rent from Wrecker Rentals certain vehicles (the "Vehicles(S)") subject to all terms, conditions, and provisions set forth herein.

2. **Payment of Rental:** Customer agrees that it will pay the rental rate and other charges set forth in the Supplemental Agreement(s) and extension Agreement(s) (the "Rental charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up, and all other charges, in advance of the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Wrecker Rentals for any sales tax, use tax, personal property tax, license fee, registration fee, or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay Wrecker Rentals an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rental Charges shall be paid by Customer to Wrecker Rentals at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Wrecker Rentals notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements, and Extension Agreements without set-off, counterclaim, or defense.

3. **Security for Customer's Performance:** Concurrently with the execution of this Master Agreement, Wrecker Rentals may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s), and Extension Agreement(s). Customer hereby authorizes Wrecker Rentals to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each vehicle rented, which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes Wrecker Rentals to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to, failure to pay the Rental Charges, notwithstanding the fact that Wrecker Rentals may avail itself of any other available remedies hereunder or as otherwise provided by law.

4. **Wrecker Rental's Disclaimer of Warranty; Customer's Obligations Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY WRECKER RENTALS TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT, AND WRECKER RENTALS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE RENTED UNDER THIS AGREEMENT, CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WRECKER RENTALS SHALL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION, OR FUNCTIONING OF THE VEHICLE. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Wrecker Rentals, all of which are superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.

5. **Location of the Vehicle; Inspection:** Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Wrecker Rentals. Wrecker Rentals may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Wrecker Rentals is located and inspect the same.

**6. Repairs; Maintenance; Use; Alterations:** Customer shall perform and pay for all normal, periodic, and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil, and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine Only); and checking tire pressures and battery fluid and charge levels weekly. Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition, and working order and furnish, at its sole expense and cost, all labor, parts, materials, and supplies required therefore; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Wrecker Rentals and will allow Wrecker Rentals to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe, and proper manner and in compliance with all applicable laws, rules, regulations, ordinances, and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup, or disposal is the sole responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry any person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreements(s) are owned by and operate under DOT numbers assigned to Wrecker Rentals. No Vehicle identification, of any kind, shall be removed, covered, or defaced in any way. If the Vehicle is used in violation of any part of this Section, or is obtained from Wrecker Rentals by fraud or misrepresentation, or is used in furtherance of any illegal purpose, then all use of the Vehicle is and shall be deemed without Wrecker Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Wrecker Rentals, Customer shall not make any modifications, additions, or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Wrecker Rentals, without charge or cost to Wrecker Rentals, and shall be returned to Wrecker Rentals with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Wrecker Rentals notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

**7. Risk of Loss; Damage:** Customer assumes and shall bear the risk of loss of and damage to any Vehicle from any cause whatsoever, regardless of whether the risk is insured. Customer's failure to perform proper repairs and maintenance, as described in Paragraph 6, shall provide an irrefutable presumption that Customer is liable for any mechanical damage to the Vehicle and that any such mechanical damage is the result of the Customer's failure to maintain. Customer will immediately notify Wrecker Rentals of any damage to, or loss, destruction, or theft of the Vehicle or of any part thereof with the full details of the occurrence. Wrecker Rentals documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer. using only the best parts and materials that are available. Failure of the Customer to repair the Vehicle before returning it to Wrecker Rentals shall result in Wrecker Rentals back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed, or compromised total loss, then Customer shall promptly pay Wrecker Rentals the purchase price if the Vehicle (the "Termination Payment"); and until such time as Customer makes the Termination Payment, Customer shall continue to be obligated to pay the Rental Charges

under and in accordance with Section 2 hereof. Without relieving Customer of its obligation to make the Termination payment and without deferring that obligation, Wrecker Rental will apply toward the Termination Payment any amounts received by and payable to Wrecker Rentals under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments that Wrecker Rental receives on amount of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Wrecker Rentals will transfer and assign to Customer, without recourse, any remaining rights which Wrecker Rentals has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Wrecker Rentals has in the Vehicle. Wrecker Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts, or equipment shall be at the sole cost and expense of the Customer and shall belong to and immediately become the property of Wrecker Rentals.

8. ***Insurance***: Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in full force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing, transportation, or use of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Wrecker Rentals approves in writing. The insurance will be maintained only with insurers that are licensed in the state or states in which the Vehicles will be operated and which are rated no lower than "A" in Best's Insurance Reports ("Best's") with a financial Category Size of at least "XII" in Best's ("Approved Insurers"). Wrecker Rentals will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Wrecker Rentals of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Wrecker Rentals, Customer will furnish Wrecker Rentals with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and is in full force and effect, and upon Wrecker Rental's request shall provide Wrecker Rentals with a true and correct copy of the policy in effect. Customer irrevocably appoints Wrecker Rentals as its attorney-in-fact to make claim for and to execute any documents in connection with any claim, to receive payment of, and to execute and endorse all checks, drafts, or other instruments received as payment for any loss, damage, or destruction covered by the insurance. Customer will not settle any claim under the insurance without Wrecker Rental's prior written consent, and Wrecker Rentals may settle any claim under the insurance for such amount and on such terms as Wrecker Rentals, in its sole and absolute discretion, determines; and Wrecker Rentals will incur no liability to Customer by reason of any settlement it makes. Customer will execute such documents as Wrecker Rentals requests to confirm or effect the provisions of this entire Section 8.

9. ***Customer's Indemnity***: Customer will indemnify and hold Wrecker Rentals harmless from any liability, loss, claim, damage, cost, expense, fee, fine, or penalty (including, without limitation, attorneys' fees), regardless of whether the same is also indemnified against by any other person, which Wrecker Rentals in any way incurs arising from or in connection with (i) this Master Agreement or any corresponding Supplemental Agreement or Extension Agreement, or (ii) the delivery, possession, use, operation, or return of any Vehicle, (iii) any condition relating to any Vehicle delivered to the possession of customer REGARDLESS OF HOW OR WHEN THE CONDITION ARISES AND REGARDLESS OF WHETHER IT ARISES OUT OF ANY ACT, OMISSION OR NEGLIGENCE OR Wrecker Rentals, or (iv) any other matter relating to any Vehicle after the term of this master Agreement to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Master Agreement or any extension hereof or at any other time when the Vehicle was in the possession or under the control of Customer or (v) the failure or by Customer to perform any of its obligations under this Master Agreement, Supplemental Agreement, or Extension Agreement.



Customer will pay any expenses and costs (including, without limitation, attorney's fees which Wrecker Rentals incurs in enforcing to defending any claim arising out of or related to (i) this Master Agreement or otherwise granted to it by law or equity, or (ii) any provision of this Master Agreement, or (iii) any of Customer's obligations under this Master Agreement. The provisions of this Section 9 will survive the termination or expiration of this Master Agreement.

10. ***Return of Vehicles***: At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its sole expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Wrecker Rentals, at its business location set forth on the first page of this Master Agreement or at such other place as Wrecker Rentals specifies in writing, in the same repair, condition, and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Failure of the Customer to repair the Vehicle before returning it to Wrecker Rentals shall result in Wrecker Rentals back billing the Customer for damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such reasonable time as the Vehicle is again operable. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs.

11. ***Tires***: It is the responsibility of the Customer to assure that the tires returned with the Vehicle are in substantially the same condition as the tires that were on the Vehicle at the beginning of the rental term. Upon the return of the Vehicle, each tire is inspected by Wrecker Rentals and those tires worn substantially more than at the inception of the rental term shall be back billed to Customer. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire not before used and new as of the time of install. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Wrecker Rentals shall back bill for the cost of replacing said tire(s) and Customer shall be responsible for the rest of the same. Any casing deemed un-recappable by our tire vendor will be back-billed.

12. ***Default by Customer; Remedies of Wrecker Rentals; Waiver of Bond***: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable to Wrecker Rentals; (2) Customer's failure to perform, or its violation of any other term, covenant, or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of customer to report, at the beginning of each week or at the request of Wrecker Rentals, the miles and hours on the truck and/or (5) any reasonable ground for insecurity on the behalf of Wrecker Rentals with respect to the performance of Customer's obligations hereunder. While an event of default exists, Wrecker Rentals shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Wrecker Rentals due to the event of default and/or termination of the contract between Wrecker Rentals and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Wrecker Rentals as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, for which Customer voluntarily and knowingly agrees. If Wrecker Rentals attempts but is unable to repossess the Vehicle for any reason whatsoever, Wrecker Rentals may, at its sole option, declare the Vehicle to be a total loss, in which case Customer shall pay to Wrecker Rentals the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Wrecker Rentals at law or in equity. Wrecker Rentals may enforce any of its rights separately or concurrently and in such order as Wrecker Rentals determines. In any proceeding by Wrecker Rentals to recover possession of the Vehicle, Wrecker Rentals shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

13. **Payments by Wrecker Rentals; Interest:** If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), then Wrecker Rentals may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Wrecker Rentals, reimburse Wrecker Rentals for the amount of such payment or the cost of such performance. Customer shall pay Wrecker Rentals interest at the greater of one-and-a-half percent (1 1/2%) per month or the highest lawful rate that may be charged on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, (ii) in the case of any amount paid or any cost incurred by Wrecker Rentals, from the date of such payment or the expenditure of such cost until Wrecker Rentals receives reimbursement therefore.

14. **Assignment:** This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Wrecker Rentals for any purpose. Customer shall not sell, assign, transfer, lease, pledge, or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) nor shall it permit the same to be subject to any lien, charge, or encumbrance of any nature. Wrecker Rentals may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer, or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, the Agreement shall inure to the benefit of and be binding upon the successors and assigns of Wrecker Rentals and Customer.

15. **Termination:** This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Wrecker Rentals in a rentable condition, or (b) inform Wrecker Rentals five (5) days prior to the proposed Early Termination date that the Customer wishes for Wrecker Rentals to pick up its Vehicle.

16. **Governing Law; Jurisdiction; Venue:** This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Georgia, and jurisdiction and venue shall properly lie in the State of Superior Courts of Georgia, Henry County.

17. **Attorneys' Fees:** Customer agrees to pay for all of Wrecker Rentals reasonable attorney's fees, costs, and experts in the enforcement of any portion of this Agreement or otherwise in the event of Customer's default, and, including, without limitation, disbursements, court costs, appellate and post judgment proceedings, and the cost of bankruptcy proceedings.

18. **Severability:** If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreements(s), or the application of any such provision to any person or circumstance is held to be illegal, invalid, or unenforceable, the remainder of such agreement will not be affected by such finding, and in lieu of each provision that is illegal, invalid, or unenforceable a provision will be added as part of such agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19. **Entire Agreement; Amendment and Waiver; Facsimile and Counterparts:** This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Wrecker Rentals and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement(s) or Extension

Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile or PDF of this Master Agreement and/or corresponding Supplemental Agreement(s) and Extension Agreements(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Section Headings**: Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

21. **No Construction Against Drafting Party**: Wrecker Rentals and Customer acknowledge that each of them and their counsel have had a opportunity to review the Master Agreement, the Supplemental Agreement(s) and Extension Agreement(s), and that the Master Agreement, the Supplemental Agreement(s) and Extension Agreement(s) will not be construed against Wrecker Rentals merely because Wrecker Rentals has prepared them.

22. **Waiver of Trial by Jury**: **THE CUSTOMER HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE CUSTOMER'S RIGHT TO TRIAL BY JURY.**

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.

**DRIVER'S LICENSE INFORMATION IN MANDATORY FOR RENTAL.**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Print Name: \_\_\_\_\_ State: \_\_\_\_\_

Title: \_\_\_\_\_

Drivers's License #: \_\_\_\_\_

Customer's Agents who are Authorized to Effectuate the Rental of a Vehicle under this Master Agreement are:

Agent's Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

**Wrecker Rentals is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.**

### ***Guarantee***

In order to induce Wrecker Rentals, Inc., a Georgia limited liability company ("Wrecker Rentals"), to enter into this Master Rental Agreement, between Wrecker Rentals and Customer named above, which shall include any and all amendments hereto and extensions hereof, and in consideration thereof, the undersigned unconditionally and irrevocably guarantees payment and performance by Customer, when due, of all obligations under this Master Agreement. In the event of default under this Master Agreement by Customer, the undersigned promises to pay the full amount of all obligations, damages, and other sums which may be due Wrecker Rentals, together with all costs of collection, including attorneys fees and court costs. The guarantor will be benefitted if Wrecker Rentals enters into the Master Agreement with Customer because the undersigned has an interest, directly or indirectly, in the transaction.

#### **GUARANTOR:**

**I have read this Guarantee and agree to its terms:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)