

# ROCKET CITY RETRO RIDES LLC

## VEHICLE RENTAL AGREEMENT

Form RCRR-2026 • Huntsville, Alabama

This Agreement governs the rental of a classic or vintage motor vehicle and imposes significant legal obligations on the Renter. Read every section carefully before signing. Do not sign if any term is unclear.

### SECTION A — RENTAL-SPECIFIC TERMS (COMPLETE AT PICKUP)

|                                |
|--------------------------------|
| <i>Renter Full Legal Name:</i> |
|--------------------------------|

|                              |                                                                                                                |
|------------------------------|----------------------------------------------------------------------------------------------------------------|
| <i>Renter Date of Birth:</i> | <i>Age Bracket:</i> <input type="checkbox"/> 18–20 <input type="checkbox"/> 21–24 <input type="checkbox"/> 25+ |
|------------------------------|----------------------------------------------------------------------------------------------------------------|

|                              |                       |                    |
|------------------------------|-----------------------|--------------------|
| <i>Driver's License No.:</i> | <i>Issuing State:</i> | <i>Expiration:</i> |
|------------------------------|-----------------------|--------------------|

|                                                                                                        |                                                                                                            |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <i>Photo ID Presented:</i> <input type="checkbox"/> Driver's License <input type="checkbox"/> State ID | <i>ID DOB Matches Section A:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No (do not proceed) |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|

|                                       |                   |
|---------------------------------------|-------------------|
| <i>Age Verified by (Company Rep):</i> | <i>Date/Time:</i> |
|---------------------------------------|-------------------|

|                                 |
|---------------------------------|
| <i>Vehicle Year/Make/Model:</i> |
|---------------------------------|

|                     |                       |
|---------------------|-----------------------|
| <i>Vehicle VIN:</i> | <i>License Plate:</i> |
|---------------------|-----------------------|

|                                                    |
|----------------------------------------------------|
| <i>Average Market Replacement Value (AMRV):</i> \$ |
|----------------------------------------------------|

|                                |                                    |
|--------------------------------|------------------------------------|
| <i>Rental Start Date/Time:</i> | <i>Scheduled Return Date/Time:</i> |
|--------------------------------|------------------------------------|

|                              |                                       |                                   |
|------------------------------|---------------------------------------|-----------------------------------|
| <i>Daily Rental Rate:</i> \$ | <i>Daily Mileage Cap:</i> _____ miles | <i>Overage Rate:</i> \$ ____/mile |
|------------------------------|---------------------------------------|-----------------------------------|

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

|                            |                                                                                                                          |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Security Deposit: \$ _____ | Age-Bracket Surcharge: <input type="checkbox"/> None <input type="checkbox"/> Under-21 <input type="checkbox"/> Under-25 |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------|

|                                                                |                        |
|----------------------------------------------------------------|------------------------|
| Fuel Level at Pickup (photo taken in Renter's presence): _____ | Renter Initials: _____ |
|----------------------------------------------------------------|------------------------|

|                                                   |                                   |
|---------------------------------------------------|-----------------------------------|
| Credit Card Last 4 Digits: _____ Card Type: _____ | Renter's Insurance Carrier: _____ |
|---------------------------------------------------|-----------------------------------|

|                   |                                                    |
|-------------------|----------------------------------------------------|
| Policy No.: _____ | Declarations Page Reviewed by (Company Rep): _____ |
|-------------------|----------------------------------------------------|

|             |                                                                                                               |
|-------------|---------------------------------------------------------------------------------------------------------------|
| Date: _____ | Renter confirmed they have reviewed policy exclusions: <input type="checkbox"/> Yes<br>Renter Initials: _____ |
|-------------|---------------------------------------------------------------------------------------------------------------|

**VEHICLE-SPECIFIC ORIENTATION CHECKLIST — both parties must initial each item**

| Item                                             | Renter Initials / Confirmation                                            |
|--------------------------------------------------|---------------------------------------------------------------------------|
| Fuel type required: _____                        | Renter initials: _____                                                    |
| Transmission type (auto/manual): _____           | Renter initials: _____                                                    |
| Cold-start procedure explained                   | <input type="checkbox"/> Yes Renter initials: _____                       |
| Temperature/oil gauge locations shown            | <input type="checkbox"/> Yes Renter initials: _____                       |
| Known quirks/vehicle-specific notes: _____       | Renter initials: _____                                                    |
| Approved tow company list provided               | <input type="checkbox"/> Yes Renter initials: _____                       |
| Emergency contact number provided                | <input type="checkbox"/> Yes Renter initials: _____                       |
| GPS/RDD disclosed and acknowledged               | <input type="checkbox"/> Yes Renter initials: _____                       |
| Pre-rental walkaround completed, photos taken    | <input type="checkbox"/> Yes Renter initials: _____                       |
| Fuel gauge photograph taken in Renter's presence | <input type="checkbox"/> Yes Renter initials: _____                       |
| International license offered and declined       | <input type="checkbox"/> N/A <input type="checkbox"/> Yes, rental refused |

|                                            |                |
|--------------------------------------------|----------------|
| Company Representative Signature:<br>_____ | Date:<br>_____ |
|--------------------------------------------|----------------|

|                                                                |                           |
|----------------------------------------------------------------|---------------------------|
| <i>Renter Signature (confirming orientation):</i><br><br>_____ | <i>Date:</i><br><br>_____ |
|----------------------------------------------------------------|---------------------------|

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## SECTION B — TERMS & CONDITIONS OF RENTAL

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### 1. Renter Eligibility, Age Requirements & Insurance Representations

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#### 1.1 Minimum Age

The Renter must be a minimum of eighteen (18) years of age at the time of rental. No vehicle shall be released to any individual under the age of eighteen (18) under any circumstances.

#### 1.2 Age Verification

Before executing this Agreement or releasing the vehicle, a Company representative shall physically examine the government-issued photo identification presented by the Renter and verify that the date of birth on the presented ID matches the date of birth recorded in Section A. Acceptable forms of identification are limited to a valid, unexpired United States state-issued driver's license or state-issued non-driver identification card bearing a photograph and date of birth. No other form of identification is acceptable. The age bracket applicable to the Renter (Under-21, Under-25, or Standard) shall be determined solely by reference to the date of birth on the presented ID. The Company representative shall record their name, the date and time of verification, and the ID type examined in Section A. If the date of birth on the presented ID does not match the date of birth stated by the Renter, or if the ID is expired, altered, or otherwise suspect, the rental shall be refused and any deposit shall be retained as a cancellation fee. Misrepresentation of age constitutes fraud and a material breach of this Agreement, and the Renter shall bear full financial liability under Section 4 irrespective of any age-bracket restriction.

#### 1.3 Renters Ages 18–20 (Under-21 Bracket)

Renters who have not yet attained the age of twenty-one (21) at the time of rental are subject to the following additional conditions, each of which is a material term of this Agreement:

- **Enhanced Security Deposit:** The enhanced deposit amount for the Under-21 bracket is specified in Section A and must be held in full before vehicle release.
- **Vehicle Class Restriction:** Renters in this bracket are restricted to vehicles designated "Under-21 Eligible" in the Company's current fleet classification schedule, which excludes all vehicles with engine displacement exceeding 5.0 liters, all turbocharged or supercharged models, all convertible models, and any vehicle the Company designates as "Restricted" at its sole discretion.
- **Reduced Daily Mileage Cap:** The daily mileage cap for Under-21 renters is as specified in Section A and supersedes the general cap stated in Section 3.

#### 1.4 Renters Ages 21–24 (Under-25 Bracket)

Renters who have attained the age of twenty-one (21) but have not yet attained the age of twenty-five (25) at the time of rental are subject to the following additional conditions:

- **Enhanced Security Deposit:** The enhanced deposit amount for the Under-25 bracket is specified in Section A.
- **Vehicle Class Restriction:** Renters in this bracket are restricted to vehicles designated "Under-25 Eligible" in the Company's current fleet classification schedule. Certain high-performance models may be excluded at the Company's sole discretion.

#### 1.5 Standard Renters (25 and Over)

Renters who have attained the age of twenty-five (25) are subject to the standard deposit and full vehicle class availability as set forth in Section A, subject to all other terms of this Agreement.

### 1.6 Driver's License — Domestic Requirement

The Renter represents that they hold a valid, unexpired, non-restricted driver's license issued by a United States state or territory and are legally permitted to operate motor vehicles in the State of Alabama. The Renter's license must be physically presented at pickup and will be examined by a Company representative. International driver's licenses, International Driving Permits, and licenses issued by any foreign government or jurisdiction outside the United States are not accepted under any circumstances. This restriction exists because the Company cannot independently verify the validity, driving history, or authenticity of foreign-issued driving records, and refusal of international licenses is a material eligibility condition of this Agreement.

### 1.7 Insurance — Representation, Employee Verification & Coverage Confirmation

The Renter represents and warrants to the Company that:

- Their personal automobile insurance policy is currently active and in good standing with no lapse in coverage;
- Said policy includes both collision and comprehensive coverage;
- The policy extends coverage to non-owned vehicles, including the specific vehicle identified in Section A;
- The Renter has personally reviewed their full insurance policy, including the exclusions section, and is not aware of any exclusion, condition, or limitation that would prevent the policy from responding to a claim arising from the rental of the vehicle described in Section A; and
- If the Renter is uncertain whether any exclusion applies, the Renter has contacted their insurer prior to executing this Agreement and has received written or verbal confirmation from the insurer that the policy will extend coverage to the vehicle identified in Section A.

Prior to release of the vehicle, a Company representative shall review and physically examine the Renter's current insurance declarations page or equivalent insurer-issued document confirming active collision and comprehensive coverage. The Company representative's name and the date of verification shall be recorded in Section A. The Renter shall initial the corresponding line in Section A confirming that they have reviewed their policy exclusions. The Company's examination of the declarations page does not constitute, and shall not be construed as, a warranty, determination, or acceptance of liability regarding the adequacy, applicability, or enforceability of the Renter's coverage. Declarations pages do not display all policy exclusions, and the Renter bears sole and non-delegable responsibility for knowing the full terms of their policy. The Renter remains solely responsible for ensuring their coverage is active, applicable, and sufficient throughout the entire rental period.

Any misrepresentation of insurance status — including presentation of a lapsed, cancelled, inapplicable, or fraudulently obtained document, or the Renter's knowing failure to disclose a material policy exclusion — constitutes a material breach of this Agreement and potential fraud under Alabama law, and shall result in immediate termination of the rental and full activation of the Renter's financial liability under Section 4.

**If the Renter is unable to produce verifiable proof of qualifying insurance coverage at pickup:** the Company shall have the right to refuse the rental entirely. In the event of refusal, any deposit paid shall be retained by the Company as a cancellation and administrative fee, and no rental shall occur.

### 1.8 No Company Insurance

The Renter acknowledges that Rocket City Retro Rides LLC (hereinafter "Company") does not provide, offer, or facilitate any insurance, collision damage waiver, loss damage waiver, or any other risk transfer product. No such coverage exists under this Agreement. The Renter bears sole financial responsibility as set forth in Section 4.

### 1.9 MVR Check

The Renter acknowledges that the Company has conducted a motor vehicle record (MVR) check as a condition of this rental, and that the Renter has provided written DPPA-compliant consent for this check on Form RCRR-DPPA-2026 prior to execution of this Agreement.

## 2. Authorized Use & Prohibited Conduct

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### 2.1 Authorized Operators

The vehicle shall be operated only by the Renter named in Section A. No additional drivers are permitted under any circumstances without the prior written approval of the Company and the execution of a fully signed Additional Driver Addendum (Form RCRR-ADD-2026). Any unauthorized person operating the vehicle voids all protections afforded to the Renter under this Agreement and constitutes a material breach, entitling the Company to immediate termination of the rental and full recovery under Section 4.

### 2.2 Geographic Restriction & Out-of-State Approval

The vehicle shall be used for personal recreational use only within the State of Alabama. Out-of-state travel is not permitted without prior written approval from the Company. All requests for out-of-state travel authorization must be submitted during the booking process by contacting the Company at the email address or telephone number listed on the Company's booking confirmation. Approval is at the Company's sole discretion and is valid only when confirmed in a written communication (email or signed document) from an authorized Company representative. Verbal representations do not constitute approval. Out-of-state travel taken without valid written approval constitutes a material breach of this Agreement.

### 2.3 Prohibited Uses

The following uses are expressly prohibited and each independently constitutes a material breach of this Agreement:

- Racing, speed competitions, road rallies, autocross, track events, or reckless driving of any kind;
- Off-road operation or operation on unpaved, gravel, or unmaintained surfaces;
- Use in the commission of any crime, misdemeanor, or unlawful activity;
- Use for rideshare, transportation-for-hire, delivery, or any commercial purpose whatsoever;
- Towing of any vehicle, trailer, watercraft, or load of any kind;
- Operation while impaired by alcohol, cannabis, prescription medication that impairs driving, illicit drugs, or any other impairing substance;
- Operation by any person not named as Renter on this Agreement.

### 2.4 Food & Beverage Prohibition

No food, beverages, or alcoholic beverages of any kind — open or sealed, alcoholic or non-alcoholic — may be brought into or consumed in the vehicle at any time during the rental period. This prohibition is absolute and admits no exception. The presence of food containers, wrappers, beverage containers, or liquid residue in the vehicle at return shall constitute evidence of a violation of this provision.

### 2.5 Smoking Prohibition

Smoking, vaping, or use of any tobacco, nicotine, cannabis, or inhalable substance — including cigarettes, cigars, pipes, electronic cigarettes, and vaporizers — is strictly prohibited inside the vehicle or in any proximity to the vehicle sufficient to cause smoke, vapor, ash, particulate, or odor to enter or adhere to the vehicle's interior or exterior surfaces. This prohibition applies regardless of whether windows, vents, or convertible tops are open.

## 3. Mileage Cap, GPS Monitoring & Remote Disabling Device

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### 3.1 Mileage Cap

The vehicle is subject to a daily mileage cap as specified in Section A (general cap: 100 miles per day; reduced caps apply to Under-21 renters as specified in Section A). Mileage overage beyond the applicable cap will be billed automatically to the credit card on file at the per-mile overage rate specified in Section A, pursuant to the authorization in Section 5.3.

### 3.2 GPS Tracking — Consent & Data Disclosure

A GPS tracking device is installed and active in the vehicle at all times. By executing this Agreement, the Renter expressly and knowingly consents to the continuous electronic monitoring of the vehicle's geographic location, speed, heading, mileage, and operational status throughout the rental period. The Renter acknowledges that:

- GPS data is collected in real time and stored by the Company and/or its third-party telematics provider;
- GPS data may be used to verify compliance with mileage caps, geographic restrictions, and prohibited use provisions;
- GPS data may be disclosed to law enforcement upon lawful request, subpoena, or court order;
- GPS data may be introduced as evidence in any civil, criminal, or administrative proceeding arising from the rental;
- GPS data is retained for a minimum of ninety (90) days following the conclusion of the rental; and
- The Renter's consent to GPS monitoring is a material, non-waivable condition of this Agreement that may not be withdrawn during the rental period.

### 3.3 GPS Tampering

Disabling, tampering with, removing, obstructing, or otherwise circumventing the GPS device or its transmission constitutes a material breach of this Agreement and may constitute a criminal offense under applicable Alabama and federal law. Sustained GPS signal loss of more than thirty (30) consecutive minutes, when combined with at least one additional objective indicator of tampering (physical damage to the device, electronic signal jamming evidence, device disconnection observed at return, or GPS data showing the device was powered off), shall create a rebuttable presumption of intentional tampering. The Renter may rebut this presumption by presenting credible, verifiable evidence of a legitimate alternative cause. Signal loss attributable solely to geographic dead zones, without additional indicators, shall not alone constitute presumed tampering.

### 3.4 Remote Disabling Device — Use, Safety Protocol & Limited Liability

The vehicle may be equipped with a remote disabling or immobilization device ("RDD"). The Renter expressly acknowledges the existence and potential activation of the RDD as a material condition of this Agreement.

**Permitted Activation Circumstances.** The Company may activate the RDD only upon occurrence of one or more of the following:

- Confirmed or objectively suspected theft, including failure to return the vehicle within two (2) hours of the scheduled return time without communication;
- GPS data providing objective confirmation of off-road operation, racing, or operation in furtherance of a criminal act;
- Confirmed unauthorized out-of-state travel as evidenced by GPS location data;
- Confirmed physical tampering with the GPS device; or
- Other exigent circumstances in which the Company reasonably and in good faith believes the vehicle is at imminent risk of loss, destruction, or criminal use.

**Mandatory Safety Protocol.** Before activation the Company shall: (1) confirm via GPS that the vehicle is traveling at or below five (5) miles per hour, except in confirmed theft situations where law enforcement has authorized immobilization; (2) make at least two (2) documented contact attempts to the Renter within a ten (10) minute window, except where immediate activation is necessary to prevent imminent theft or criminal use; and (3) document the GPS data, factual basis for activation, and contact attempts contemporaneously in a written record retained for not less than two (2) years.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY ALABAMA LAW, AND SOLELY WHERE THE COMPANY HAS COMPLIED WITH THE MANDATORY SAFETY PROTOCOL ABOVE, THE COMPANY SHALL NOT BE LIABLE FOR PROPERTY DAMAGE TO THE VEHICLE OR CONSEQUENTIAL ECONOMIC LOSS ARISING FROM RDD ACTIVATION. THIS LIMITATION DOES NOT APPLY TO PERSONAL INJURY OR DEATH ARISING FROM RDD ACTIVATION THAT WAS NEGLIGENT OR RECKLESS. The Renter knowingly and voluntarily accepts this allocation of risk as a condition of this Agreement.

## 4. Financial Responsibility for Damage

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### 4.1 General Liability

The Renter accepts full financial responsibility for all damage to the vehicle occurring from the time of pickup to the time of return, as documented by pre- and post-rental walkaround inspection with timestamped photo and video evidence, subject to the limitations in Section 11 (Force Majeure).

#### 4.2 Definition of Normal Wear and Tear (Not Compensable)

For purposes of this Agreement, “normal wear and tear” means minor cosmetic degradation consistent with the age and ordinary recreational use of a vintage motor vehicle, specifically and exclusively limited to:

- Light surface dust, road grime, or minor road-spray spotting on the exterior from ordinary paved-road driving, removable by standard car wash;
- Minor scuffs or hairline marks on exterior paint that were pre-existing and documented in the pre-rental walkaround record at pickup;
- Light carpet compression or minor fabric surface wear that was pre-existing and documented at pickup; and
- Minor weatherstripping compression consistent with normal door operation.

Nothing else constitutes normal wear and tear. Disputes about whether damage is pre-existing shall be resolved by reference to the pre-rental walkaround record, which is conclusive unless the Renter presents affirmative photographic or documentary evidence to the contrary within ten (10) days of damage notification.

#### 4.3 Compensable Damage

The Renter’s financial responsibility includes, but is not limited to:

- **Collision Damage:** Damage arising from a collision in which the Renter’s operation contributed to or caused the collision, or in which the Renter was operating the vehicle in violation of any provision of this Agreement. Damage caused entirely by a third party without any contributing negligence or violation by the Renter is addressed through the Renter’s insurance and cooperation obligations.
- **Body Damage:** Body damage from any cause during the rental period, including road debris, parking incidents, animal strikes, and non-force-majeure weather events.
- **Interior Damage:** Stains, burns, tears, punctures, fluid spills, food residue, beverage residue, pet hair or dander, mold from moisture introduced by Renter, or any odor requiring professional remediation.
- **Exterior Paint Damage:** Scratches, chips, swirl marks from improper contact or washing, chemical etching, and other damage to paint, clear coat, or body panels.
- **Mechanical Damage:** Mechanical damage caused by operator misuse as defined in Section 4.4.

#### 4.4 Operator Misuse — 1980s and 1990s Vintage Vehicle Standards

The following specific acts or omissions constitute operator misuse and render the Renter financially responsible for all resulting mechanical damage, regardless of whether such damage was immediately apparent at the time of return, subject to Section 4.7:

- **Clutch Abuse (Manual Transmissions):** Riding the clutch, slipping the clutch during high-RPM engagement, using the clutch as a braking device, or aggressive launches from a stop.
- **Engine Over-Revving:** Sustaining operation at or near redline beyond momentary gear-change needs, or revving a cold engine before oil circulation is established (generally, within the first 60–120 seconds in ambient temperatures below 60°F).
- **Incorrect Fuel:** Fueling with a lower octane rating than specified at orientation and in Section A, or failing to use a required leaded-substitute additive.
- **Coolant/Overheating:** Continuing to operate after the temperature gauge enters the red zone, after a warning light illuminates, or after steam or coolant vapor is observed from the engine compartment.
- **Oil Pressure:** Continuing to operate after the oil pressure warning light illuminates or unusual knocking or rattling consistent with oil starvation is detected.
- **Carburetor and Fuel System Misuse:** Flooding the carburetor through repeated rapid cranking without allowing the engine to clear, or use of starting fluid without Company authorization.

- **Automatic Transmission Abuse:** Shifting from Drive to Reverse or Reverse to Drive while in motion, or engaging Park above walking pace.
- **Brake System Misuse:** Sustained left-foot braking, continuous brake riding during extended downhill operation causing fade, or emergency braking contrary to orientation instructions.
- **Electrical System Overload:** Use of aftermarket electronics, phone chargers, inverters, or any device drawing power from the vehicle’s electrical system without prior written Company authorization, resulting in blown fuses, damaged wiring, or battery drain.
- **Battery Depletion by Neglect:** Leaving the vehicle unattended for more than thirty (30) minutes with headlights, interior lights, radio, or any electrical accessory in the active on-position, resulting in battery depletion requiring jump-start or replacement.
- **Tire Damage by Neglect:** Operating the vehicle after becoming aware of a flat or significantly underinflated tire, or operating in a manner that causes tire sidewall damage from contact with curbs, debris, or obstacles.
- **Operation Contrary to Orientation:** Any operation contrary to vehicle-specific instructions provided during the pre-rental orientation and initialed by the Renter in Section A. The signed orientation record shall constitute conclusive evidence of the instructions given.

**4.5 Average Market Replacement Value (AMRV) & Timeline**

In the event of a total loss or theft, the Renter is financially responsible for the vehicle’s Average Market Replacement Value (“AMRV”), defined as the arithmetic mean of the three most recently completed comparable sales for the same or substantially equivalent make, model, model year, and condition, drawn from at least two of the following recognized classic vehicle valuation sources: Hagerty Valuation Tools, Bring a Trailer completed auction results, ClassicCars.com, or Hemmings completed sales.

The Company shall deliver its written AMRV calculation, including documentation of all comparable sales relied upon, to the Renter within fourteen (14) business days of the date of total loss or confirmed theft. The Renter shall have fourteen (14) business days from receipt of the Company’s AMRV calculation to provide a written response, which may include an alternative valuation supported by comparable sales from the sources identified above. If the parties’ valuations differ by twenty percent (20%) or less, the Company’s figure shall govern. If they differ by more than twenty percent (20%), the parties shall jointly select a mutually agreed licensed classic vehicle appraiser within seven (7) additional days, whose written determination shall be binding on both parties; the cost of the appraiser shall be split equally. If the Renter fails to respond within fourteen (14) business days of receipt, the Company’s AMRV calculation shall be conclusive and non-contestable. The AMRV pre-stated in Section A constitutes a rebuttable presumption of value at the time of rental.

**4.6 Damage Dispute Resolution Process**

| Step                | Timeframe                        | Action                                                                                                                                                                                                                                                                                                                                       |
|---------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Step 1              | 10 days from charge notification | Renter provides written dispute notice to Company.                                                                                                                                                                                                                                                                                           |
| Step 2              | 10 days after Step 1             | Renter may obtain and submit a written repair estimate from any licensed Alabama automotive repair facility.                                                                                                                                                                                                                                 |
| Step 3 — Resolution |                                  | If estimates differ by 20% or less, the Company’s estimate governs. If estimates differ by more than 20%, the parties jointly select a neutral licensed automotive appraiser within seven (7) days, whose determination is binding. The party whose estimate deviated further from the appraiser’s determination bears the appraiser’s cost. |

| Step    | Timeframe | Action                                                                                                      |
|---------|-----------|-------------------------------------------------------------------------------------------------------------|
| Default |           | Failure to provide written dispute notice within ten (10) days renders the Company’s assessment conclusive. |

**4.7 Post-Return Inspection Window & Latent Damage**

The Company shall conduct a post-return mechanical inspection within seventy-two (72) hours of vehicle return and shall notify the Renter of any damage claim within that period. Latent mechanical damage discovered during a subsequent repair or service appointment shall be reported to the Renter within five (5) business days of discovery. Any damage claim not raised within the applicable timeframe is waived, except where the Renter has fraudulently concealed the damage.

**4.8 Pre-Existing Damage Presumption**

Any damage discovered at post-return inspection that is not documented in the pre-rental walkaround record shall be presumed to have occurred during the rental period, subject to the Renter’s right to rebut that presumption by presenting affirmative evidence within ten (10) days of damage notification.

**4.9 Charge Authority**

All damage costs will be charged to the credit card on file pursuant to Section 5.3. The Company reserves the right to pursue any unpaid balance through civil legal action in Madison County, Alabama.

**4.10 Deposit Not a Cap**

The security deposit does not limit the Renter’s total financial liability. The deposit may be applied toward damage costs but does not cap, reduce, or extinguish any remaining obligation.

**5. Security Deposit & Credit Card Authorization**

**5.1 Deposit Amount & Acceptable Payment**

A security deposit in the amount specified in Section A shall be held as a pre-authorization on the Renter’s credit card at pickup. No debit cards, prepaid cards, virtual cards, or cash are accepted. A credit card in the Renter’s legal name is required.

**5.2 Deposit Release**

The deposit pre-authorization will be released within forty-eight (48) hours of vehicle return, absent any damage, excess mileage, cleaning fee, late return charge, or other outstanding obligation. In a good-faith dispute, the Company may hold the deposit for the duration of the dispute process under Section 4.6, not to exceed sixty (60) days absent active litigation.

**5.3 Credit Card Charge Authorization**

By executing this Agreement, the Renter expressly, knowingly, and irrevocably authorizes Rocket City Retro Rides LLC to charge the credit card identified in Section A, without further authorization or additional notice, for any and all amounts owed under this Agreement, including: rental fees; mileage overage charges; late return fees; refueling charges; detailing and cleaning fees; odor remediation fees; damage repair costs up to and including the full AMRV; Company-authorized towing and recovery costs; and any other fees or charges arising under this Agreement. This authorization survives the conclusion of the rental period until all amounts owed are paid in full.

The Renter retains all statutory rights under the Fair Credit Billing Act and applicable state law. Initiating a chargeback or card dispute for a charge made in good faith and in documented compliance with this Agreement, without first pursuing the dispute resolution process in Section 4.6, constitutes a breach of this Agreement for which the Company may seek recovery of the charged amount plus reasonable costs and fees.

**6. Fuel, Return Condition & Documentation**

**6.1 Fuel Level Documentation at Pickup**

Before releasing the vehicle keys, a Company representative and the Renter shall jointly inspect the fuel gauge. A timestamped photograph of the gauge, taken in the physical presence of the Renter, shall be the authoritative evidentiary record of fuel level at pickup. The Renter shall initial the corresponding line in Section A. In any dispute regarding fuel level at return, the Section A photograph and Renter’s initials shall constitute conclusive evidence of the fuel level at pickup.

**6.2 Fuel Return Requirement**

The vehicle must be returned with the fuel gauge at or above the documented pickup level. Failure to do so will result in a refueling charge at the Company’s current posted rate plus a \$25.00 administrative service fee, charged to the card on file pursuant to Section 5.3.

**6.3 Return Condition & Detailing Fees**

The vehicle must be returned in substantially the same condition as at pickup, absent normal wear and tear as defined in Section 4.2. Detailing fees shall be assessed as follows, based on documented post-return inspection:

| Classification         | Fee      | Description                                                                                                                                                                                                                                                                                                                                   |
|------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minor Soiling          | \$75.00  | Moderate interior dirt or dust requiring cleaning beyond standard vacuum and wipe-down; minor exterior soiling beyond road dust. Severity 1 damage: cosmetic only, no structural impact, estimated repair cost under \$300.                                                                                                                   |
| Moderate Soiling       | \$100.00 | Significant interior staining, food residue, beverage residue, or soiling requiring professional steam cleaning or spot treatment. Severity 2 damage: visible damage penetrating paint to primer or deeper, dents with paint damage, cracked glass, or damage with estimated repair cost \$300–\$1,500.                                       |
| Severe Soiling or Odor | \$150.00 | Pet hair or dander requiring full interior detail; smoke, cannabis, or food odor requiring ozone or chemical odor treatment; fluid spills penetrating carpet or upholstery padding. Severity 3 damage: structural, safety-affecting, or requiring panel replacement, frame work, or mechanical repair; estimated repair cost exceeds \$1,500. |

*Note: Damage severity classifications (Severity 1, 2, 3) are used consistently in the Pre-Rental and Post-Rental Inspection Reports (Forms RCRR-INSP-PRE-2026 and RCRR-INSP-POST-2026) and anchor the assessment of pre-existing versus new damage.*

**6.4 Early Return**

The full rental fee specified in Section A is earned by the Company at the time the vehicle is released. No refund, credit, or reduction in rental fee is owed for early return, absent a separate written agreement signed by an authorized Company representative at or before the time of early return.

**6.5 Cancellation & No-Show Policy**

If the Renter fails to appear within two (2) hours of the scheduled pickup time without prior notification, the rental shall be treated as a no-show, the reservation cancelled, and any deposit retained by the Company in full as a cancellation and

rebooking fee. No vehicle shall be held beyond two (2) hours after the scheduled pickup time without confirmed communication from the Renter. Cancellation fees for advance cancellations are as communicated at booking and incorporated herein by reference.

## 7. Late Return

### 7.1 Scheduled Return & Grace Period

The vehicle must be returned by the date and time specified in Section A. A grace period may be extended solely at the discretion of Company management, and only upon advance notification by the Renter by telephone prior to the scheduled return time using the contact information provided at pickup. Failure to provide advance notification before the scheduled return time forfeits any eligibility for a grace period. All approved grace periods must be documented in a signed Rental Amendment (Form RCRR-AMEND-2026) to be valid; verbal grace period approvals do not constitute a modification of the Agreement and shall not be enforceable against the Company. The Rental Amendment shall be executed as soon as practicable after approval and in any event before the expiration of any purported grace period.

### 7.2 Late Return Fees

Absent a documented and signed grace period under Section 7.1, any vehicle returned after the scheduled return time shall incur the following late return fees, designed to reflect the Company’s actual and reasonably anticipated damages including lost booking revenue, administrative time, and scheduling disruption:

| Late Period                             | Fee                                                                                                                     |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Up to 2 hours late                      | Flat fee of \$50.00                                                                                                     |
| 2 to 4 hours late                       | Flat fee of \$100.00                                                                                                    |
| 4 hours to end of the same calendar day | Flat fee equal to 150% of the applicable daily rental rate                                                              |
| More than one full calendar day late    | Full applicable daily rental rate per additional calendar day, plus the flat fee applicable to the fractional final day |

All late fees shall be charged to the card on file pursuant to Section 5.3 and are in addition to, and do not limit, the Company’s other remedies for breach.

### 7.3 Failure to Return

If the vehicle has not been returned and the Company has not received communication from the Renter within two (2) hours of the scheduled return time, the Company reserves the right to: (a) treat the vehicle as unlawfully withheld; (b) activate GPS tracking and, if the vehicle is stationary and conditions are safe, the RDD; (c) contact law enforcement to report the vehicle as improperly withheld; and (d) pursue all costs of recovery, including towing, law enforcement assistance costs, and legal fees, against the Renter.

## 8. Accident, Breakdown, Towing & Emergency Procedures

### 8.1 Accident Procedures

In the event of an accident, the Renter must: (a) ensure personal safety and contact 911 if there are injuries or if the vehicle is blocking traffic; (b) not admit fault, apologize, or make any statements regarding liability beyond providing required identification; (c) document the scene thoroughly with photographs; (d) obtain the full name, contact information, license plate, vehicle description, and insurance information of all other parties and witnesses; and (e) contact the Company at the emergency number provided at pickup within two (2) hours of the accident.

### 8.2 Theft, Damage & Loss Reporting Requirements

In the event of theft, significant damage, or total loss, the Renter must:

- Report the incident to local law enforcement within two (2) hours of discovery and obtain an incident report number;
- Notify the Company by telephone within two (2) hours of discovery, or as soon as practicable if physically incapacitated;
- Provide the Company with the law enforcement report number within two (2) hours of obtaining it, and provide a copy of the written incident report within twenty-four (24) hours;
- Cooperate fully and promptly with the Company, the Company’s insurer, any appointed investigator, and any law enforcement agency; and
- Refrain from making any false, misleading, or defamatory public statement or social media post regarding the Company, the vehicle, or the incident. Truthful statements are not restricted.

Non-compliance with these requirements within the specified timeframes constitutes an independent material breach of this Agreement.

### 8.3 Emergency Contact & Incapacity

In the event the Company is unable to reach the Renter and has reason to believe the Renter is incapacitated or in distress, the Company may contact the emergency contact person designated below. In the event of the Renter’s incapacity, a third party authorized by the Renter or their legal representative may fulfill the notification obligations set forth in this Agreement on the Renter’s behalf.

|                                |                      |
|--------------------------------|----------------------|
| <i>Emergency Contact Name:</i> | <i>Relationship:</i> |
|--------------------------------|----------------------|

|                                 |
|---------------------------------|
| <i>Emergency Contact Phone:</i> |
|---------------------------------|

### 8.4 No Unauthorized Repairs

The Renter must not authorize or arrange any repair to the vehicle without prior written Company approval. Unauthorized repairs will not be reimbursed and may constitute a breach of this Agreement.

### 8.5 Towing — Company Authorization Required

In the event the vehicle requires towing for any reason, the Renter must contact the Company immediately and await authorization before initiating any tow. Towing must be performed exclusively by Lappdog Towing (Huntsville, Alabama), the Company’s sole approved towing vendor, whose contact information is provided on the Approved Tow Vendor & Emergency Contact Card (Form RCRR-TOW-2026) given to the Renter at pickup.

Any tow initiated by the Renter without prior Company authorization, or performed by any towing company other than Lappdog Towing, shall be at the Renter’s sole expense, and the Company shall bear no responsibility for any vehicle damage caused during or as a result of such unauthorized tow.

Exception: If the Company cannot be reached after two (2) documented telephone attempts, and an emergency tow is immediately necessary to prevent a risk to public safety, the Renter may authorize the nearest available qualified towing service. The Renter must document the contact attempts, towing company used, and vehicle destination, and must notify the Company as soon as practicable thereafter. This exception does not entitle the Renter to reimbursement for towing costs absent prior written agreement.

### 8.6 Mechanical Breakdown

A “mechanical breakdown” means a sudden, unforeseen failure of a mechanical or electrical vehicle component that renders the vehicle inoperable or unsafe to operate, which is not attributable to any act, omission, or operator misuse by the Renter as defined in Section 4.4. Whether a breakdown is attributable to operator misuse shall be determined by a qualified mechanic designated by the Company; if the Renter disputes that determination, the Renter may invoke the dispute process in Section 4.6. In the event of a breakdown not caused by the Renter, the Company will make reasonable efforts to assist, including dispatching an approved towing service. The Company is not responsible for consequential expenses including transportation, lodging, or lost time.

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## **9. Limitation of Liability, Indemnification & Attorney’s Fees**

### **9.1 Limitation of Company Liability**

TO THE MAXIMUM EXTENT PERMITTED BY ALABAMA LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OR CONDITION OF THE VEHICLE, INCLUDING PERSONAL INJURY, PROPERTY DAMAGE TO THIRD PARTIES, LOSS OF TIME, LOSS OF INCOME, OR ANY OTHER CONSEQUENTIAL LOSSES. The Company’s maximum liability to the Renter under any theory of recovery shall not exceed the total rental fee paid for the specific rental transaction giving rise to the claim.

### **9.2 Indemnification**

The Renter agrees to indemnify, defend, and hold harmless Rocket City Retro Rides LLC, its members, managers, employees, agents, successors, and assigns from and against any and all third-party claims, damages, losses, costs, and expenses (including reasonable attorney’s fees) arising out of or related to: (a) the Renter’s use or operation of the vehicle during the rental period; (b) the Renter’s breach of any provision of this Agreement; or (c) the Renter’s negligence or willful misconduct.

### **9.3 Attorney’s Fees**

In any legal action, arbitration, or other proceeding arising out of or related to this Agreement in which the Company is the prevailing party, the Renter shall pay the Company’s reasonable attorney’s fees, court costs, and litigation expenses. In any such proceeding in which the Renter is the prevailing party, the Renter’s recovery of attorney’s fees, if any, shall be limited solely to fees directly and exclusively attributable to the specific provision(s) determined to be unenforceable and shall not include fees incurred in connection with any other claim or defense.

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## **10. Governing Law & Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of law principles. Any dispute arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts of Madison County, Alabama. The Renter irrevocably consents to personal jurisdiction and venue in Madison County for any such dispute.

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## **11. Force Majeure**

### **11.1 Definition**

A “force majeure event” means an event that is genuinely beyond the reasonable control of the affected party, that was not foreseeable at the time of rental, and that materially prevents performance under this Agreement, including: formally named or declared natural disasters; tornadoes, major flooding, or ice storms that have been the subject of a formal governmental declaration of emergency or disaster by a federal, state, or local authority; earthquakes; acts of war; or government-ordered road or area closures. Ordinary inclement weather, heavy rain, high winds, traffic conditions, and weather events that do not result in a formal governmental declaration of emergency or disaster do not constitute force majeure events for purposes of this Agreement.

### **11.2 Renter’s Obligations During a Force Majeure Event**

In the event that a qualifying force majeure event occurs during the rental period, the Renter must, as conditions permit:

- Notify the Company by telephone or electronic communication as soon as reasonably practicable, providing the Renter's location, a description of the event, and the vehicle's condition;
- Take all reasonable and available measures to protect the vehicle from damage, including moving it to covered shelter if accessible without undue risk to personal safety;
- Make reasonable efforts to return the vehicle to the Company as soon as conditions safely permit; and
- Document the circumstances and any damage with photographs as soon as conditions permit.

Failure to take reasonable protective measures that were genuinely available, or failure to notify the Company when notification was feasible, may render the Renter financially responsible for damage that could have been prevented.

### **11.3 Dispute Resolution for Force Majeure Damage**

Damage caused directly and solely by a qualifying force majeure event, where the Renter has materially complied with Section 11.2, shall be addressed as follows: each party shall obtain one (1) written damage assessment within fourteen (14) days of vehicle return. If estimates differ by 20% or less, the Company's estimate governs. If estimates differ by more than 20%, the parties shall jointly select a mutually agreed licensed automotive appraiser within seven (7) additional days, whose determination is binding; costs split equally. The Company does not waive any right to pursue recovery from the Renter's personal insurance carrier, and the Renter shall cooperate fully with any such insurance claim.

## **12. Entire Agreement, Non-Waiver, Severability & Amendment**

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### **12.1 Entire Agreement**

This Agreement, together with the completed and signed Section A and all executed supplementary forms incorporated herein by reference, constitutes the entire agreement between the parties with respect to the rental of the vehicle described herein and supersedes all prior oral or written representations, discussions, or agreements. The Renter's representations regarding insurance coverage set forth in Section 1.7 are a material term of this Agreement.

### **12.2 Non-Waiver**

The Company's failure to enforce any provision of this Agreement on any occasion, or the Company's acceptance of partial performance, shall not constitute a waiver of the Company's right to enforce that provision or any other provision in full on any future occasion. No course of dealing, course of performance, or trade usage shall modify or waive any right of the Company under this Agreement.

### **12.3 Severability**

If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed. The remaining provisions shall continue in full force and effect and shall not be affected by the modification or severance of any other provision.

### **12.4 Amendment**

This Agreement may not be modified, waived, supplemented, or amended except by a written document signed by both an authorized representative of the Company and the Renter. For grace period extensions and other operational amendments during the rental period, the parties shall use Form RCRR-AMEND-2026. Verbal agreements, text messages, and electronic communications from non-authorized Company personnel do not constitute valid amendments. The only personnel authorized to execute amendments on behalf of the Company are those holding the title of Owner, Manager, or a role expressly designated in writing by the Company's managing member.

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## **SECTION C — PROHIBITED CONDUCT ACKNOWLEDGMENT**

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By initialing below, the Renter individually confirms they have read, understand, and agree to each of the following. Each line is a separate acknowledgment:

- \_\_\_\_\_ No racing, speed competitions, road rallies, autocross, or reckless driving of any kind.
- \_\_\_\_\_ No off-road operation or operation on unpaved or gravel surfaces.
- \_\_\_\_\_ No rideshare, delivery, transportation-for-hire, or commercial use of the vehicle.
- \_\_\_\_\_ No additional drivers beyond the named Renter without a signed Additional Driver Addendum.
- \_\_\_\_\_ No food or beverages of any kind — open or sealed, alcoholic or non-alcoholic — inside the vehicle.
- \_\_\_\_\_ No smoking, vaping, or inhalable substance use inside or in proximity to the vehicle.
- \_\_\_\_\_ No tampering with or circumventing the GPS tracking device or Remote Disabling Device.
- \_\_\_\_\_ No out-of-state travel without prior written Company approval.
- \_\_\_\_\_ I accept full financial responsibility for all damage from pickup to return, per Section 4.
- \_\_\_\_\_ The applicable daily mileage cap applies; overage is billed automatically per Section 3.
- \_\_\_\_\_ No operation while impaired by alcohol, drugs, or any impairing substance.
- \_\_\_\_\_ I have received, read, and understood the vehicle-specific operating instructions at orientation.
- \_\_\_\_\_ I consent to GPS monitoring throughout the rental period per Section 3.2.
- \_\_\_\_\_ I acknowledge the Remote Disabling Device and its conditions of activation per Section 3.4.
- \_\_\_\_\_ I understand my reporting obligations for accident, theft, damage, or loss per Section 8.
- \_\_\_\_\_ No company insurance, damage waiver, or loss waiver is provided. I bear full financial responsibility.
- \_\_\_\_\_ My personal insurance is active, includes collision and comprehensive coverage, and extends to this vehicle. I have reviewed my policy exclusions.
- \_\_\_\_\_ Towing may only be authorized by the Company and must use Lappdog Towing (Huntsville, AL).
- \_\_\_\_\_ I understand the late return fee structure in Section 7.2. Grace periods require a signed Amendment.
- \_\_\_\_\_ The full rental fee is non-refundable upon vehicle release, per Section 6.4.
- \_\_\_\_\_ I hold a valid U.S.-issued driver’s license. I understand international licenses are not accepted.
- \_\_\_\_\_ My age has been verified by the Company against my government-issued photo ID.

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## SECTION D — SIGNATURES & ACKNOWLEDGMENT

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**THE RENTER ACKNOWLEDGES THAT THEY HAVE READ THIS ENTIRE AGREEMENT IN FULL, UNDERSTAND ALL OF ITS TERMS, AND VOLUNTARILY AGREE TO BE BOUND BY EVERY PROVISION. THE RENTER ACKNOWLEDGES THAT NO INSURANCE, DAMAGE WAIVER, OR LOSS WAIVER IS PROVIDED BY THE COMPANY, AND THAT THE RENTER BEARS FULL FINANCIAL RESPONSIBILITY FOR THE VEHICLE FROM PICKUP TO RETURN. THE RENTER REPRESENTS THAT THEIR PERSONAL AUTO INSURANCE IS ACTIVE, INCLUDES COLLISION AND COMPREHENSIVE COVERAGE, AND EXTENDS TO THE VEHICLE IDENTIFIED IN SECTION A, AND THAT THE RENTER HAS REVIEWED THEIR POLICY EXCLUSIONS. BY SIGNING BELOW, THE RENTER CONFIRMS THAT NO COMPANY REPRESENTATIVE HAS MADE ANY ORAL REPRESENTATION CONTRARY TO THE WRITTEN TERMS OF THIS AGREEMENT.**

*Renter Signature:*

\_\_\_\_\_

*Renter Printed Name:*

\_\_\_\_\_

|                              |                     |
|------------------------------|---------------------|
| <i>Renter Date of Birth:</i> | <i>Date Signed:</i> |
|------------------------------|---------------------|

|                                                   |                                              |
|---------------------------------------------------|----------------------------------------------|
| <i>Company Representative Signature:</i><br>_____ | <i>Representative Printed Name:</i><br>_____ |
|---------------------------------------------------|----------------------------------------------|

|              |
|--------------|
| <i>Date:</i> |
|--------------|

*Three originals executed. One retained by Company, one provided to Renter, one provided to Additional Driver (if applicable).*