

# NEW IMAGE RENTALS LLC

## RENT-TO-OWN VEHICLE PROGRAM

Terms & Conditions | Refund & Cancellation Policy | Data Privacy Disclosures

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. BY COMPLETING A RESERVATION, SIGNING A RENTAL AGREEMENT, OR TAKING POSSESSION OF A VEHICLE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

### PART 1: TERMS & CONDITIONS

#### 1. DEFINITIONS

Throughout these Terms and Conditions, the following terms shall have the meanings set forth below:

**"Company," "We," "Us," or "Our"** refers to New Image Rentals LLC, including its officers, employees, agents, affiliates, and successors.

**"Customer," "You," or "Your"** refers to the individual or entity entering into a Rental Agreement and/or Rent-to-Own Agreement with the Company.

**"Vehicle"** refers to the motor vehicle identified in Your agreement, including all standard equipment, accessories, and any aftermarket additions made by the Company.

**"Rental Agreement"** refers to the executed contract between You and the Company governing the rental of a specific Vehicle, including any addenda or amendments thereto.

**"Rent-to-Own Agreement" or "RTO Agreement"** refers to the supplemental agreement under which a portion of Your periodic rental payments is applied toward the eventual purchase of the Vehicle.

**"Rental Period"** refers to the duration specified in Your agreement during which You have authorized possession of the Vehicle.

**"Purchase Option"** refers to Your contractual right to purchase the Vehicle at the end of the RTO term under the conditions specified in the RTO Agreement.

**"Equity Credit" or "Ownership Credit"** refers to the cumulative amount of rental payments allocated toward the purchase price of the Vehicle under the RTO Agreement.

**"Residual Purchase Price"** refers to the remaining balance due to complete the purchase of the Vehicle, calculated as the agreed purchase price minus accumulated Equity Credits.

#### 2. ELIGIBILITY REQUIREMENTS

To enter into any agreement with the Company, You must meet all of the following requirements at the time of application and throughout the term of the agreement:

##### 2.1 Age and Identity

- You must be at least 21 years of age (25 years of age for certain vehicle categories including luxury, high-performance, and specialty vehicles).
- You must present a valid, unexpired government-issued photo identification (driver's license, state ID, or passport).
- You must possess a valid driver's license for the class of Vehicle being rented, issued by a U.S. state or territory, or a valid international driving permit accompanied by a foreign license.

## 2.2 Insurance Requirements

**You must maintain full coverage auto insurance throughout the entire Rental Period.** Full coverage is defined as comprehensive, collision, bodily injury liability, property damage liability, and uninsured/underinsured motorist coverage meeting or exceeding the minimums specified in Section 5.1.

- Your insurance policy must name New Image Rentals LLC as an additional insured or loss payee for the duration of the Rental Period.
- You must provide proof of full coverage insurance at the time of reservation, at vehicle pickup, and upon request at any time during the Rental Period.
- Acceptable proof includes: insurance declaration page, digital insurance card from a recognized provider, or a valid insurance binder.
- If Your insurance lapses, is downgraded below full coverage, or is cancelled at any time during the Rental Period, **the Company reserves the right to immediately repossess the Vehicle and terminate the agreement without notice.**

## 2.3 Financial Requirements

- You must have a valid credit card, debit card, or prepaid card in Your name for recurring payments. Cash payments are also accepted.
- Gift cards and third-party payment cards are not accepted.
- You may be required to provide proof of income or employment for RTO Agreements.

## 2.4 Application Denial

The Company reserves the right to deny any application at its sole discretion based on, but not limited to:

- Driving record reflecting DUI/DWI convictions, excessive moving violations, or reckless driving history
- A suspended, revoked, or restricted driver's license
- Outstanding warrants or active legal proceedings related to vehicle theft or fraud
- Failure of identity verification
- Incomplete or fraudulent application information
- Previous breach of agreement with the Company
- Any other factor the Company determines presents an unacceptable risk

# 3. RENTAL TERMS & PAYMENT STRUCTURE

## 3.1 Rental Periods

The Company offers the following standard rental periods:

Rental Type	Duration	Payment Frequency	RTO Eligible
Short-Term	1 to 30 days	Full payment at booking	No
Monthly	1 to 6 months	Full payment at booking	Yes
Long-Term RTO	12 to 48 months	Full first month at booking; monthly auto-pay thereafter	Yes

### 3.2 Payment Terms

- **Full Payment at Booking:** The full rental amount for the entire Rental Period is due at the time of checkout. No partial payments, installment plans, or deferred payment arrangements are available unless You are enrolled in an RTO Agreement.
- **RTO Payments:** For RTO Agreements, the first monthly payment is due at the time of checkout. Subsequent payments are automatically charged on the anniversary of Your start date each month to the payment method on file. You are responsible for maintaining a valid payment method at all times.
- **Non-Payment:** Failure to make any scheduled payment by the due date constitutes a material breach of this agreement and may result in immediate termination and vehicle repossession as described in Section 8.

### 3.3 Rent-to-Own Payment Allocation

For customers enrolled in the RTO Program, each monthly payment is allocated as follows:

Component	Allocation	Description
Rental Usage Fee	55%	Compensates the Company for vehicle depreciation and operational costs
Equity Credit	25%	Applied toward the Vehicle purchase price; accumulates over the term
Maintenance Reserve	10%	Funds scheduled maintenance and covered repairs (see Section 5)
Administrative Fee	10%	Covers account management, payment processing, and insurance verification

**Important:** Equity Credits are non-transferable between vehicles and are forfeited upon voluntary termination or default unless otherwise specified in Your RTO Agreement.

## 4. VEHICLE USE, RESTRICTIONS & CUSTOMER OBLIGATIONS

### 4.1 Permitted Use

The Vehicle is provided exclusively for lawful personal or business transportation within the continental United States unless international or out-of-state travel has been pre-approved in writing by the Company.

## 4.2 Prohibited Uses

The following uses are strictly prohibited and constitute grounds for immediate agreement termination, vehicle repossession, and forfeiture of all Equity Credits:

- Subleasing, re-renting, or allowing unauthorized drivers to operate the Vehicle
- Towing or pushing any other vehicle, trailer, or object
- Participation in racing, speed tests, off-road driving, or driving on unpaved surfaces not intended for standard passenger vehicles
- Transporting hazardous materials, illegal substances, or any contraband
- Operating the Vehicle while under the influence of alcohol, drugs, or any substance that impairs driving ability
- Leaving the state or country without prior written authorization
- Modifying, altering, or making aftermarket changes to the Vehicle without written consent
- **Disabling, tampering with, removing, obstructing, or interfering with any GPS tracking device, telematics hardware, or safety equipment installed by the Company.** Any such interference constitutes a material breach and will result in immediate termination, vehicle repossession, forfeiture of all Equity Credits, and may be reported to law enforcement.
- Using the Vehicle in connection with any criminal activity

## 4.3 Authorized Drivers

Only the Customer named in the agreement and any additional drivers who have been approved in writing by the Company and added to the agreement are authorized to operate the Vehicle. Each additional driver must independently meet all eligibility requirements set forth in Section 2 and provide proof of full coverage insurance.

## 4.4 Mileage

- **Included Mileage:** Each rental period includes a mileage allotment as specified in Your individual Rental or RTO Agreement.
- **Excess Mileage:** Miles driven beyond the included allotment will be charged at the per-mile rate specified in Your agreement, billed at the end of the rental period or upon return of the Vehicle.
- **Mileage Monitoring:** The Company uses GPS and telematics systems to monitor mileage. Odometer tampering is a criminal offense and will result in immediate termination and referral to law enforcement.

## 4.5 Maintenance & Care

- You are responsible for maintaining the Vehicle in good working condition, including regular fluid checks, tire pressure maintenance, and keeping the Vehicle reasonably clean.
- Scheduled maintenance (oil changes, tire rotations, brake inspections) will be performed at Company-designated facilities at intervals specified in the Vehicle's maintenance schedule. The cost is covered by the Maintenance Reserve for RTO customers; standard rental customers are responsible for maintenance costs.

- You must report any mechanical issues, warning lights, unusual noises, or damage within 24 hours of discovery.
- **Failure to perform or allow required maintenance may void any warranties and will be considered a breach of this agreement.**

## 5. INSURANCE, LIABILITY & DAMAGE

### 5.1 Full Coverage Insurance Requirements

**Full coverage auto insurance is mandatory for all customers.** You must maintain the following minimum coverage throughout the entire Rental Period:

Coverage Type	Minimum Requirement
Bodily Injury Liability	\$50,000 per person / \$100,000 per accident
Property Damage Liability	\$50,000 per accident
Comprehensive	Required (deductible not to exceed \$1,000)
Collision	Required (deductible not to exceed \$1,000)
Uninsured/Underinsured Motorist	\$50,000 per person / \$100,000 per accident

Proof of full coverage must be provided before vehicle pickup and maintained without lapse for the duration of the agreement. The Company reserves the right to verify insurance status at any time and may use third-party verification services for continuous monitoring.

### 5.2 Damage Responsibility

You are responsible for all damage to the Vehicle during Your Rental Period, regardless of fault, including but not limited to:

- Collision damage (whether or not covered by insurance)
- Vandalism, theft, or attempted theft
- Weather-related damage (hail, flooding, wind)
- Interior damage including stains, burns, tears, and odors (including smoke/vape odors)
- Windshield chips, cracks, and glass damage
- Tire and wheel damage beyond normal wear

**Loss of Use:** If the Vehicle is out of service due to damage caused during Your Rental Period, You will be charged a Loss of Use fee for each day the Vehicle is unavailable for rental, in addition to repair costs. The daily rate will be specified in Your individual agreement.

### 5.3 Accidents & Incidents

**In the event of any accident, theft, vandalism, or other incident involving the Vehicle, You must notify the Company within four (4) hours of the incident.** Additionally, You must:

- Immediately contact law enforcement and obtain a police report
- Cooperate fully with any investigation by the Company, insurance providers, or law enforcement

- Not admit fault, sign any documents, or make any settlement offers without prior authorization from the Company
- Provide written statements and photographs of the scene, damage, and any involved parties

**Failure to report an accident or incident within the four (4) hour window constitutes a breach of this agreement and may result in denial of any insurance-related assistance from the Company.**

## **6. RENT-TO-OWN: PURCHASE OPTION**

### **6.1 Exercising the Purchase Option**

Upon completion of all payments under the RTO Agreement and satisfaction of all terms and conditions, You may exercise Your Purchase Option by:

- Providing written notice of intent to purchase at least 30 days before the final payment date
- Paying the Residual Purchase Price in full
- Completing a final vehicle inspection at a Company-designated facility
- Executing all required title transfer documentation
- Paying any applicable sales tax, title transfer fees, registration fees, and documentation fees

### **6.2 Early Purchase Option**

You may exercise the Purchase Option before the end of the RTO term by paying the Residual Purchase Price as calculated at the time of early purchase. The Residual Purchase Price will be the agreed purchase price minus all accumulated Equity Credits. No discount or reduction is applied for early purchase unless expressly stated in Your RTO Agreement.

### **6.3 Forfeiture of Purchase Option**

The Purchase Option is automatically forfeited if:

- You are in material breach of any term of this agreement
- Your account has been terminated for non-payment
- The Vehicle has been repossessed
- You voluntarily terminate the agreement before completion
- You have violated any prohibited use provisions in Section 4

## **7. GPS TRACKING & TELEMATICS**

By entering into this agreement, You acknowledge and consent to the following:

- The Vehicle is equipped with GPS tracking and telematics devices that record location, mileage, speed, driving behavior, and diagnostic data.
- This data is used for vehicle recovery, mileage verification, maintenance scheduling, insurance compliance verification, safety monitoring, and enforcement of this agreement.
- The Company may share location and telematics data with law enforcement pursuant to a valid legal process, with insurance providers for claims processing, and with recovery agents in the event of repossession.

**MONITORING DEVICE POLICY:** You are strictly prohibited from tampering with, disabling, removing, covering, obstructing, disconnecting, or interfering with any GPS tracking device, telematics hardware, dashcam, or safety equipment installed in or on the Vehicle. Any such action -- whether intentional or negligent -- constitutes an immediate and material breach of this agreement and will result in:

- Immediate termination of the agreement without notice or cure period
- Immediate repossession of the Vehicle
- Forfeiture of all amounts paid and Equity Credits
- Referral to law enforcement where applicable under state law
- Liability for all costs of investigation, recovery, and legal action

## 8. TERMINATION, DEFAULT & REPOSSESSION

### 8.1 Voluntary Termination by Customer

You may terminate this agreement at any time by providing 30 days' written notice to the Company and returning the Vehicle in the condition required under Section 9. All payments made through the date of termination are non-refundable. Equity Credits accumulated under an RTO Agreement are forfeited upon voluntary termination.

### 8.2 Immediate Termination by Company

The Company may terminate this agreement immediately and without prior notice upon the occurrence of any of the following:

- **Non-Payment:** Failure to make any scheduled payment by the due date. There is no grace period. Non-payment on the due date constitutes an immediate default.
- **Insurance Lapse:** Your full coverage insurance lapses, is cancelled, is downgraded below the required minimums, or the Company is removed as additional insured/loss payee.
- **Monitoring Device Interference:** Any tampering with, removal of, or interference with GPS, telematics, or safety equipment.
- **Prohibited Use:** Violation of any prohibited use provision in Section 4.
- **Fraud:** Providing false or misleading information on Your application or at any time during the agreement.
- **Criminal Activity:** You are arrested or charged with a crime involving the Vehicle.
- **Legal Process:** A court order or legal process requires the Company to recover the Vehicle.
- **Accident Non-Reporting:** Failure to report an accident or incident within the required four (4) hour window.

### 8.3 Repossession

Upon termination for any reason described in Section 8.2, the Company has the right to repossess the Vehicle immediately without further notice to the extent permitted by law. You agree to:

- Surrender the Vehicle voluntarily upon request
- Bear all costs of repossession, including towing, storage, legal fees, and recovery agent fees
- Remain liable for any outstanding balance, damage, and charges even after repossession

**All amounts paid and Equity Credits accumulated under the RTO Program are forfeited upon repossession and will not be refunded.**

## **9. VEHICLE RETURN CONDITIONS**

Upon termination or expiration of the Rental Period, the Vehicle must be returned to a Company-designated location in the following condition:

- Same mechanical and cosmetic condition as at delivery, adjusted for normal wear and tear
- All keys, key fobs, remote controls, and accessories provided at delivery
- Fuel level at or above the level at delivery
- Interior free of excessive dirt, stains, odors, and personal belongings
- No unauthorized modifications or aftermarket additions
- All GPS, telematics, and safety equipment intact and operational

A return inspection will be conducted jointly with You present (or documented via photos/video if You are not present). Any discrepancies will be documented and charged to Your account.

## **10. LIMITATION OF LIABILITY & INDEMNIFICATION**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE VEHICLE.
- THE COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS ACTUALLY PAID BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
- YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM YOUR USE OF THE VEHICLE, BREACH OF THIS AGREEMENT, OR VIOLATION OF ANY APPLICABLE LAW.

## **11. DISPUTE RESOLUTION**

Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved as follows:

### **11.1 Informal Resolution**

The parties shall first attempt to resolve any dispute informally by contacting [anewimagerentals@gmail.com](mailto:anewimagerentals@gmail.com) within 30 days of the dispute arising. The Company will respond within 10 business days.

### **11.2 Binding Arbitration**

If informal resolution fails within 30 days, any unresolved dispute shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

### 11.3 Class Action Waiver

**YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.**

## 12. GENERAL PROVISIONS

- **Severability:** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.
- **Entire Agreement:** This Agreement, together with the Rental Agreement, RTO Agreement, and any addenda, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications.
- **Amendments:** The Company reserves the right to modify these Terms and Conditions at any time. Material changes will be communicated to You at least 30 days in advance via the email address on file. Continued use of the Vehicle after the effective date of changes constitutes acceptance.
- **Assignment:** You may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Company.
- **Force Majeure:** Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including natural disasters, pandemics, government orders, or acts of war.
- **Notices:** All notices required under this Agreement shall be in writing and delivered to the email or physical address on file. Electronic communication is considered valid written notice.