

THE HERTZ CORPORATION

2238154



Approved For Release 2001/07/27 : CIA-RDP81B00879R001100050071-1

SAN FRANCISCO, CALIFORNIA

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BY

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1240

RESERVATION (ENCIRCLE)	YES	NO
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TIME IN

TIME OUT

COLLISION DAMAGE WAIVER
By his initial, Renter agrees to pay an additional fee of \$1 per day or fraction thereof, up to a maximum of \$5 per week, and Hertz agrees to release Renter from liability for collision damage to the Hertz vehicle referred to herein while it is used, or driven, in conformity with this rental agreement, but Renter shall be fully liable for all such damage if said vehicle is used or driven in violation of any law or of this rental agreement.

DATE OF RENTAL	FROM	TO	TIME	CAR MAKE	MODEL	STATE	VEHICLE NO.
3/10/68	3:00	3/11/68	7:00	BUICK	Wildcat	CA	2633
CHARGE CARD NUMBER	NAME	ADDRESS	CITY	STATE	ZIP	WILL RETURN BY	
1000	WALTER A. BILTON	1000	1000	CA	94000	7:00	
CAR RENTED AT	CAR TO BE CHECKED IN AT	MILES DRIVEN					
1000	1000	1000					

The Hertz Corporation, hereinafter called "Hertz," hereby leases to the undersigned Renter, for the term and upon the covenants and conditions herein set out, the motor vehicle described above, hereinafter called "vehicle".

(1) Renter acknowledges and agrees that vehicle is the property of Hertz; that vehicle is in good mechanical condition; that vehicle together with all tires, tools, accessories and appointments will be returned in the same condition as when received in the place above specified, ordinary wear and tear excepted, on the expiration date specified or sooner if demanded by Hertz.

(2) Renter agrees not to permit the use or to use, operate or drive vehicle for the transportation of persons or property for hire; not to use, permit the use or to operate or drive vehicle in violation of any Federal, State or Municipal law, ordinance, rule or regulation governing the use, operation, or driving thereof; nor to remove vehicle from this state without the written consent thereof of Hertz.

(3) Renter holds one of the insured under an insurance policy covering vehicle agrees to comply with all the terms and conditions of said policy, which policy is incorporated herein and made a part hereof, and to comply with the terms and conditions appearing hereon, whether above or below his signature. A copy of said insurance policy is available for inspection at the general offices of Hertz upon request by Renter or his duly authorized agent.

(4) Renter further expressly agrees to indemnify the Insurance Company for any and all loss, damage, cost and expense paid or incurred by the Insurance Company because of injuries or damages sustained by occupants of vehicle, in places where the law makes Hertz or its insurance carrier liable for injuries to occupants of vehicle or because of injuries or damages resulting from the use, operation or driving of vehicle in violation of any of the terms and conditions appearing herein.

(5) Renter expressly agrees to pay Hertz on demand all time and mileage, service, minimum or other charges applicable to this rental at the rates or in the amounts specified herein and in addition, a sum equal to the cost of all damages to said vehicle during this rental period provided, however, that Renter's liability for said damages shall be limited to \$100.00 unless vehicle was used, operated or driven in violation of any of the provisions of this agreement.

(6) If the person signing this agreement has directed the billing for charges hereunder to be transmitted to another person, firm, or organization which, upon so being billed, has failed to make payment, then the person so signing shall, upon demand, promptly pay said charges and all other monies which may be due by reason of this agreement.

(7) It is expressly agreed that Hertz shall not be liable for loss of or damage to any property left or stored by Renter or any other person in or upon vehicle or left or stored in or upon vehicle on the return thereof to Hertz, and Renter expressly waives any and all claims for such loss or damages against Hertz and agrees to hold Hertz harmless from and indemnifies Hertz against any such claims.

I HAVE READ THESE TERMS AND AGREE THEREIN

RENTER'S SIGNATURE: WALTER A. BILTON

LOCAL ADDRESS & TELEPHONE NO.: 1000

Renter participates in the benefits of an automobile public liability and property damage insurance policy subject to the terms, conditions, limitations and restrictions thereof and is bound by such terms, conditions, limitations and restrictions even though all of them are not set forth in this rental agreement. Said policy does not cover the renter or driver for injuries sustained by passengers or guests or any person while riding in or alighting from or getting into or on vehicle or liability imposed upon or assumed by the renter or driver under any Workmen's Compensation Act, plan or law or any contract of whatever nature and requires that every accident must be immediately reported in writing to the Station from which the vehicle is rented and in any event within 24 hours after the accident and renter or driver must immediately deliver to the Station from which the vehicle is rented or to the insurance carrier as soon as practicable, every process pleading or paper of any kind relating to any and all claims, suits and proceedings received by renter or driver. The renter and driver shall not in any manner aid or abet any claimant but shall cooperate fully with the Insurance Company in all matters connected with the investigation and defense of any claim or suit.

The vehicle shall not be used, operated or driven: (a) in violation of any of the terms of the rental agreement; (b) by any person in violation of law as to age or by a driver or renter who has given a fictitious name or false age or address; (c) for any illegal purpose, in any race, speed test or contest, to propel or tow any vehicle or trailer or by any person while under the influence of intoxicants or narcotics; (d) by any person other than the renter who signed the rental agreement or, provided renter's permission is obtained, by a member of the renter's immediate family, the renter's employer, or a person driving the vehicle pursuant to said person's usual and ordinary employment by the renter, and in the course of said driver's regular and usual employment for the renter, provided, however, that any such driver must be a qualified licensed driver.

HOURS	9
DATE	3/10/68
WEEKS	1
TOTAL RENTAL CHARGE	12.98
MINIMUM CHARGE	
SERVICE CHARGE	
COLLISION DAMAGE WAIVER	
TAX DAMAGE	
TOTAL CHARGES	12.98
LESS GAS-REPAIRS	
NET DUE	\$ 12.98
NET DUE	\$ 12.98
CASH	12.98
CHEQUE	

CUSTOMER'S COPY

2633

FORM 405 (12-65) PRINTED IN U.S.A.

"CUSTOMER LIABLE FOR ALL PARKING VIOLATIONS"