

7. **Loss Damage Waiver** is not insurance and not mandatory. If I accept Loss Damage Waiver (LDW) at the rate per day, pay the LDW fee and the car is operated in accordance with this agreement, you assume all loss or damage to the car except for my amount of "responsibility" as specified on the Rental Document. If I do not accept LDW, I will owe you for all loss or damage to the car as described in the following paragraph and includes vandalism. Loss Damage Waiver does not apply to theft of the vehicle, for which I am not responsible unless it results from failure to use ordinary care while the car is in the possession of myself or the driver, in which case I am responsible regardless of whether or not I accept LDW. I acknowledge I have been advised that my own insurance may cover loss or damage to the car.
8. **Damage/Loss to the Car.** If the law of a jurisdiction governing this rental requires conditions on LDW that are different than the terms in this agreement, that law prevails. If I do not accept LDW, I will owe for all loss or damage to the car regardless of fault (unless the renter's liability for ordinary negligence is prohibited by law) whether due to collision, vandalism, or any other cause except accidental fire or explosion. If the car is damaged, I'll pay the retail fair market value before damage less salvage, unless your repair cost plus the diminution of the car's value after repairs is less and you are not required by law to salvage the car. In which case I'll pay the latter amount. I'll also pay loss of use based on reasonable downtime or as specified by law, plus a reasonable administrative fee determined by you or specified by law, plus towing and storage charges, all of which are also part of the "loss". Whether or not I accept LDW, I'm responsible for loss or damage to the car and loss of use caused by me or an authorized additional driver. If I violate paragraph 7b below, if my responsibility for loss or damage is covered by my own insurance or my charge card lessor, as applicable, I will identify my insurer and policy number or my card issuer and the insurer. I authorize you to collect any loss directly from the insurer. I authorize you to collect any loss from a third party responsible for it; you will refund any sum you collect exceeding the loss.
9. **Loss Damage Waiver Fee.** If I accept LDW, I'll pay the LDW rate per day as specified on the Rental Document for a full day, even if I don't have the car for the entire day. LDW fee is the applicable rate per day multiplied by the number of rental days. I acknowledge reading the notice on loss damage shown on the Rental Document or in separate notices form.
10. **Fuel Service Charge.** Most Budget rentals come with a full tank of gas, but that is not always the case. There are three refueling options:
- (1) IF YOU DO NOT PURCHASE FUEL FROM BUDGET AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH

- AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, YOU WILL NOT PAY BUDGET A FUEL AND SERVICE CHARGE.
- (2) IF YOU DO NOT PURCHASE FUEL FROM BUDGET AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Budget will charge you a Fuel and Service Charge at the applicable rate or per gallon rate specified on the Rental Document.
- (a) The per-mile rate is used if you do not buy fuel during the rental. To calculate this amount, Budget multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Document.
- (b) The per-gallon rate is used if you buy fuel during the rental but the tank is not full when you return the car as when you received it. To calculate this amount, Budget multiplies the number of gallons needed to refill the fuel tank to the level it was at when you received the car (by reading the factory installed gauge, rounded down to the nearest 1/10 of a tank), times the per-gallon rate shown on the Rental Document.
- ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.
- (3) IF YOU CHOOSE TO PURCHASE FUEL FROM BUDGET AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE GAS SERVICE OPTION, YOU WILL BE CHARGED AS SHOWN ON THE RENTAL DOCUMENT FOR THAT PURCHASE. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE PER GALLON COST OF THE GAS SERVICE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU SELECT THE GAS SERVICE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE GAS SERVICE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE GAS SERVICE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.
11. **Special Charge.** If I request I'll return car to another location, I may have to pay "one-way service fee" as specified on the Rental Document. If I return the car to a location different from agreed return location as specified on the Rental Document without your written permission, I'll pay an "unauthorized return location fee". Minimum for this fee is \$45, I'll pay a higher fee, if by multiplying your normal mileage rate by the distance between