



**AllCar Leasing, Inc.**  
**7440 New Ridge Road**  
**HANOVER, MD 21076**  
**(410) 461-1500**

**After Hours Road Service:**  
**(888) 578-0808**

<p><b>RENTER INFORMATION</b>                  MARILYN MOSBY 4434166090                  License # [redacted] MD 01/22/2023                  Employer: EMPOWERING MINDS 8884164637</p> <p><b>ADDITIONAL RENTER INFORMATION</b>                  COMPANY DRIVERS AUTHORIZED 8008008000                  MAIN ST LAUREL, MD 20707                  License # X MD Exp 01/01/2020</p> <p><b>FUEL OPTION</b>                  [M] By initialing here you decline to purchase prepaid fuel. You agree to return the vehicle with the fuel gauge reading at least the same level 8/8 and provide a copy of a fuel receipt dated within 12 hours of return and within 10 miles of the rental location or pay an estimated refueling fee based on the fuel cost of \$4.90 per gallon plus a \$ 5.00 refueling fee.</p> <p><b>ADDITIONAL INFORMATION</b>                  [M] Your deposit and all other amounts will be immediately withdrawn from your payment card account. Unused funds will be credited upon Vehicle return. Your financial institution may take up to 14 days to process the credit; we are not responsible for fees you incur due to insufficient funds. This is a non-smoking/no-pet vehicle. A cleaning fee applies if you violate this policy or return the vehicle excessively dirty.                  [M] You agree to pay for all tolls assessed against the Vehicle during the rental at the higher of the "Video Tolling" rate and the highest undiscounted rate; plus fines or fees assessed by the toll authority; and an administrative fee of \$2 per Toll for tolls incurred within Maryland or \$5 per Toll for tolls incurred outside of Maryland. You authorize us to charge your payment card without notice for those amounts. Certain toll roads and bridges do not accept cash. You could save money if you: don't use cashless toll roads or bridges, pay cash for tolls, use your own electronic toll device (if accepted), or make other payment arrangements.</p> <p><b>FULL AND ROAD HAZARD, TOWING AND DEDUCTIBLE WAIVER</b>                  [M] By initialing here, you <b>DECLINE</b> to purchase either FCDW or RHTDW and agree to pay for all damage to, or loss or theft of, the Vehicle, including damage caused by vandalism, weather, road conditions and acts of nature, whether or not you are at fault. There are additional responsibilities contained in Paragraph 4 of the terms and conditions.</p>	<p><b>CONTRACT AND VEHICLE</b>                  Agreement Number <b>BWI3097108</b>                  Dueback Location: BWI                  AllCar Leasing, Inc.                  7440 New Ridge Road                  HANOVER, MD 21076</p> <p>RA Out: 12/21/2019 13.30                  RA Due: 12/29/2019 13.00</p> <p>2019 GMC ACADIA                  License # : 6DS1621                  VIN # : 1GKKNVL56KZ11823                  Vehicle # : <b>8193001</b>                  Fuel Out: 8/8 Odom Out: 27,014                  Fuel In: Odom In:</p> <p style="text-align: center;">NO DAMAGE                  Dent X Missing O Scratch -</p> <div style="text-align: center;"> </div> <p>I acknowledge the condition of the vehicle is as shown above or in the photos on file that I reviewed.                  Insurance Provided By: <u>LIBERT MUT/CC</u> [M]</p> <p><b>PERSONAL ACCIDENT COVERAGE PERSONAL EFFECTS COVERAGE</b>                  [M] By initialing here you agree to <b>DECLINE</b> the purchase of PAC and PEC.</p>	<p><b>RATE INFORMATION AND CHARGES</b>  <b>Rate - C1 CORPORATE RATE PLAN</b>                  Maximum amount of miles per rental is 3000 miles. Additional miles will be charged at .25 per mile for the entire rental. Corporate rate requires 1 day minimum and 28 day maximum rental.</p> <table style="width:100%;"> <tr> <td>C1: Overtime Hours</td> <td>23.34 hour</td> <td>.00</td> </tr> <tr> <td>C1: Daily</td> <td>1 @ 70.00 day</td> <td>70.00</td> </tr> <tr> <td>C1: Weekly</td> <td>1 @ 465.00 week</td> <td>465.00</td> </tr> </table> <p><b>Net T&amp;M</b> <span style="float: right;"><b>535.00</b></span></p> <table style="width:100%;"> <tr> <td>ADDITIONAL RENTER 8 @</td> <td>.00 day</td> <td></td> </tr> <tr> <td>Transpor Facility Charge 8 @</td> <td>1.65 day</td> <td>13.20</td> </tr> <tr> <td>Veh License Recov Fee 8 @</td> <td>.74 day</td> <td>5.92</td> </tr> <tr> <td>Concession Recovery Fee</td> <td>11.110%</td> <td>61.56</td> </tr> <tr> <td>Customer Facility Chg 8 @</td> <td>3.75 day</td> <td>30.00</td> </tr> <tr> <td>Re-Fuel Charge (per Gallon)</td> <td>4.90</td> <td></td> </tr> <tr> <td>Refueling Service Charge</td> <td>5.00</td> <td></td> </tr> <tr> <td><b>Subtotal of Other Charges</b></td> <td></td> <td><b>110.68</b></td> </tr> </table> <p><b>Estimated Charges</b> <span style="float: right;"><b>645.68</b></span></p> <p><b>Total Deposits/Payments</b> <span style="float: right;"><b>.00</b></span></p> <p>55XXXXXXXXXX3683 796.00 Authorized</p> <p>[M] I understand the above charges and acknowledge this is an estimate only. Daily rates are based on a 24 Hour day.</p> <p><b>SUPPLEMENTAL LIABILITY INSURANCE</b>                  [M] By initialing here you agree to <b>DECLINE</b> the purchase of SLI.</p>	C1: Overtime Hours	23.34 hour	.00	C1: Daily	1 @ 70.00 day	70.00	C1: Weekly	1 @ 465.00 week	465.00	ADDITIONAL RENTER 8 @	.00 day		Transpor Facility Charge 8 @	1.65 day	13.20	Veh License Recov Fee 8 @	.74 day	5.92	Concession Recovery Fee	11.110%	61.56	Customer Facility Chg 8 @	3.75 day	30.00	Re-Fuel Charge (per Gallon)	4.90		Refueling Service Charge	5.00		<b>Subtotal of Other Charges</b>		<b>110.68</b>
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**NOTICE: This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the Vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of this collision damage waiver is not mandatory and may be waived. Maryland law requires that all Maryland residents' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less. If our Vehicle is a replacement vehicle as defined in section 17-104 of the Maryland Transportation Code, the liability insurance coverage on the vehicle being replaced (your vehicle) is primary, and any liability coverage we provide on the Rental Vehicle is secondary. You acknowledge that you received this notice before you signed the rental agreement.**

You agree to all the terms and conditions of this Agreement as set forth on the Face Page and Terms & Conditions, and you acknowledge that you have been given an opportunity to read it before being asked to sign. Your signature allows us to process separate payment card charges in your name for all amounts due us and to call or text you about this rental at the number(s) you provided. You also authorize us or to charge your payment card account after the rental concludes for any unpaid "Tolls" or "Infractions" assessed against you, us or the Vehicle during this rental plus any fines or fees and our administrative fees. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call the office shown at the top of this page. **All charges are subject to our final audit. You authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our audit or to reflect charges incurred under any other agreement with us.** It is prohibited to use the Vehicle to carry persons or property for

Renter's Signature \_\_\_\_\_

Additional Renter's Signature \_\_\_\_\_

GOVT. EXHIBIT NO. Exh. 47

CASE NO. LKG-22-007

IDENTIFICATION \_\_\_\_\_

ADMITTED \_\_\_\_\_

**1. Definitions.** "Agreement" means these Terms & Conditions and the Face Page. "You" or "your" is the person named as the renter in this Agreement, each person signing this Agreement, each Authorized Driver and each person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement, including all payment obligations. "We", "our" or "us" means the NextCar franchise named in this Agreement. "Authorized Driver" means (a) the renter and the renter's spouse; (b) additional renters listed by us in this Agreement; (c) if the renter is a business entity, renter employees who are permissible drivers on the entity's auto insurance policy; (d) the renter's employer, employee or coworker who is engaged in a business activity with the renter; and (e) a person who operates the Vehicle: (i) while parking it at a commercial establishment, or (ii) in an emergency. Each Authorized Driver must be at least age 21. Only Authorized Drivers may use the Vehicle. "Vehicle" means the car or truck identified in this Agreement or its replacement and includes tires, tools, accessories, equipment, keys and documents. The Vehicle may be equipped with GPS or other telematics system or an event data recorder, and privacy is not guaranteed. "Loss of Use" means the loss of our ability to use the Vehicle due to damage or loss, including for non-rental uses, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. Damages for Loss of Use are difficult to determine with precision, and you and we agree that: Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged or lost until it is replaced or repaired by the daily rental rate; and this represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "RHTDW" means Road Hazard, Towing and Deductible Waiver. "Vehicle License Fee" means the estimated average per day per vehicle portion of our total annual titling and registration costs. "Charges" means the fees and charges incurred under this Agreement.

**2. Rental; Indemnity.** This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. We may monitor the Vehicle through telematic devices. You agree to indemnify, defend, and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

**3. Vehicle Condition/Return.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement (or sooner upon our oral or written demand) and in the same condition as received except for ordinary wear. Our written demand will be deemed delivered to you 2 business days after we place it in the mail by Certified Mail addressed to you at the address on the Face Page. If the Vehicle is returned after closing hours, you remain responsible for all loss of or damage to it until we inspect it at our next opening, and time & mileage and optional service charges will continue to accrue until our next opening. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You assume full responsibility for expenses you incur without our prior approval. You must check and maintain all fluid levels and return the Vehicle with at least the same amount of fuel as when rented unless you purchase pre-paid fuel.

**4. Responsibility for Damage, Loss, Tolls, & Infractions.** You are responsible for all damage to or loss of the Vehicle, including damage caused by collision, theft, vandalism, weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for: (a) the cost of repair of the Vehicle; or (b) if the Vehicle is not repairable, or if we elect not to repair it, the fair market retail value of the Vehicle on the date of the loss less salvage. You are also responsible for Loss of Use; Diminished Value; appraisal fees; towing, storage, and impound charges; and a reasonable charge for our administrative expenses. You are responsible to pay for all tolls, toll evasion fines, and other fines, fees, penalties, charges, and taxes ("Tolls") assessed against you, us or the vehicle during this rental. The Vehicle is enrolled in an electronic toll collection service to pay for Tolls electronically. If you use any toll facility, including a cashless toll road, tunnel or bridge, and do not have your own electronic device or pass that is accepted by the relevant Toll Authority or make other payment arrangements, you agree that we may, in our discretion and without prior notification to you, pay the Toll plus applicable taxes and fees on your behalf directly to the charging authority. You authorize us to charge any payment card of yours on file without notice for all Tolls assessed against the Vehicle during the rental at the "Video Tolling" rate or the highest undiscounted rate (whichever is higher) plus: any fines or fees assessed by the toll authority; and an administrative fee of \$2 per Toll for tolls incurred within the State of Maryland or \$5 per Toll for tolls incurred outside of the State of Maryland. You are responsible to pay for all moving or non-moving traffic violations assessed against you, us or the Vehicle during this rental ("Infractions"). If we are notified that we may be responsible for an Infraction, you agree that we may in our discretion and without prior notification to you, pay the Infraction plus applicable taxes and fees on your behalf directly to the charging authority, and you authorize us to charge any payment card of yours on file our administrative fee of \$25 for each "Infraction" plus the amount charged by the "Infraction" authority. If we pay a Toll and/or Infraction on your behalf, you understand that you may not be able to challenge the validity of the Toll or Infraction, and you authorize us to release your rental information to the charging authorities. Payments for Tolls and Infractions may not be processed until 6 or more months after conclusion of your rental.

**5. Prohibited Uses.** The following uses of the Vehicle are prohibited and breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, not licensed to drive, or whose driver's license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the rental by giving us false, fraudulent or misleading information; (d) under circumstances that could be charged as a crime other than a minor traffic violation; (e) to carry dangerous or hazardous items; (f) to carry persons or property for hire; (g) to push or tow anything; (h) in a race or speed contest; (i) to transport more persons than the Vehicle has seat belts, to carry persons outside the passenger compartment, or to transport children without approved child safety seats as required by law; (j) to teach anyone to drive; (k) outside the continental United States without our prior written permission; (l) with inadequately secured cargo; (m) on an unpaved surface; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (p) if applicable, by anyone who lacks experience driving a manual transmission; (q) to transport an animal; (r) in or through a structure where there is insufficient clearance (width or height). Removing or disabling a telematics device from the Vehicle is a breach of this Agreement.

**6. RHTDW.** If you purchase RHTDW, we waive your responsibility for a portion of damage to the Vehicle or for Roadside Assistance as described on the Face Page. RHTDW does not apply to wheels, theft, theft related damages. If the Vehicle is used for a prohibited use described in Section 5, your RHTDW will be void, and we will not waive your responsibility for damage to or loss of the Vehicle or for roadside assistance.

**7. Insurance.** You are responsible for all injury, damage and loss you cause to yourself or others. You will provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. If state law requires us to provide auto liability insurance, we provide auto liability insurance ("Policy") that is excess to all other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum limits set by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage and other optional protection, where permitted by law. To the extent such protection is imposed by law, that protection will be for the minimum limits required by law. The Policy is void if you breach this Agreement or fail to cooperate in a loss investigation by us or our insurer.

**8. Charges.** You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to the estimated charges. We may use the reserve to pay all amounts owed to us under any agreement. You will pay us at or before the conclusion of this rental or on demand all Charges, including but not limited to: (a) time and mileage for the rental, or a mileage charge based on our experience if the odometer is tampered with; (b) optional products and service you purchase; (c) all expenses we incur recovering the Vehicle if it is not returned as promised; (d) applicable taxes, fees, or surcharges; (e) all costs, including attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (f) a 2% per month late payment fee, or the maximum amount allowed by law, on all past-due amounts; (g) \$50 or the maximum amount permitted by law if you pay us with a check returned unpaid; (h) a cleaning fee up to \$350 if the Vehicle is returned substantially less clean than when rented; (i) a \$100 fee if you permit the Vehicle to be used by an unauthorized driver. All Charges are subject to our final audit. If errors in computation are discovered after the close of this rental, you authorize us to correct the Charges with the issuer of the payment card used for this rental or for another agreement with us.

**9. Miscellaneous.** This Agreement constitutes the entire agreement between you and us and cannot be modified except by a writing that we have signed. All prior representations and agreements between you and us regarding this rental are void. If you wish to extend the rental period, you must obtain our permission before the Due-In Date; we may require you to return the Vehicle to our rental office for inspection. Our acceptance of payment from you or our failure, refusal or neglect to exercise our rights under this Agreement is not a waiver of any other provision of this Agreement. We are not responsible for loss of or damage to personal property that was left with us or carried in or on the Vehicle, regardless of who is at fault. We will have a lien on all such personal property to secure payment of all Charges. Unless prohibited by law, you release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. You waive all recourse against us for criminal reports or prosecutions or other actions that we take against you as a result of your breach of this Agreement. If a provision of this Agreement is deemed void, the remaining provisions are valid and enforceable. You agree that we may disclose your personal information to law enforcement agencies or other third parties in connection with enforcement of our rights under this Agreement or other legitimate purposes. Questions regarding privacy should be directed to the rental location

**Renter**

MARILYN MOSBY



NextCar BWI Airport

7440 New Ridge Road  
 HANOVER, MD 21076  
 (410) 461-1500

**Additional Renter**

COMPANY DRIVERS AUTHORIZED  
 MAIN ST  
 LAUREL, MD 20707

**Rental Agreement # BWI3097108**

**Rental Summary**

1. Unit #: 8193001			<u>Date</u>	<u>Time</u>	<u>Odom</u>	<u>Fuel</u>	<u>Loc</u>
Rented Class: FullSUV6	Lic: 6DS1621 MD		Out: 12/21/2019	13.30	27,014	8	BWI
2019 GMC ACADIA	VIN: 1GKKNVLS6KZ111823		In: 12/29/2019	12.00	29,180	8	BWI
2. Unit #:							
Rented Class: FullSUV6	Lic:		Out:	0.00	0	0	
0	VIN:		In:	0.00	0	0	

**Charge Summary**

<u>Description</u>	<u>Charged</u>	<u>Rate</u>	<u>Per</u>	<u>Amount</u>	<u>Description</u>	<u>Charged</u>	<u>Rate</u>	<u>Per</u>	<u>Amount</u>
C1: Overtime Hours		23.34	hour	.00					
C1: Daily	1 @	70.00	day	70.00					
C1: Weekly	1 @	465.00	week	465.00					
Net T&M				535.00					
ADDITIONAL RENTER	8 @	.00	day						
Transpor Facility Charge	8 @	1.65	day	13.20					
Veh License Recov Fee	8 @	.74	day	5.92					
Concession Recovery Fee		11.110	%	61.56					
Customer Facility Chg	8 @	3.75	day	30.00					
Subtotal of Other Charges				110.68					
Total Charges				645.68					
Payment MC 55XX 3683	12/29/2019			645.68					
Total Deposits/Payments				645.68					
Net Due				0.00					