

Collision Damage Waiver

YOU ARE RESPONSIBLE FOR ALL COLLISION DAMAGE TO THE VEHICLE EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN. YOU ARE RESPONSIBLE FOR THE COST OF REPAIR UP TO THE VALUE OF THE VEHICLE, AS WELL AS TOWING, STORAGE, AND IMPOUND FEES. IF YOU ELECT TO ACCEPT CDW, SUBJECT TO THE ACTIONS THAT INVALIDATE CDW LISTED BELOW, THE PROVIDER AGREES TO WAIVE THE RIGHT TO COLLECT FROM YOU FOR DAMAGE OR LOSS TO THE VEHICLE. CDW IS OPTIONAL; YOU ARE NOT REQUIRED TO ACCEPT CDW IN ORDER TO RENT A VEHICLE THROUGH KYTE. CDW IS NOT INSURANCE. CDW MAY BE DUPLICATIVE OF INSURANCE YOU ALREADY HAVE. YOUR OWN INSURANCE, OR THE ISSUER OF THE CREDIT CARD YOU USE TO PAY FOR THE VEHICLE RENTAL TRANSACTION, MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY FOR THE VEHICLE. YOU SHOULD CHECK WITH YOUR INSURANCE COMPANY, OR CREDIT CARD ISSUER, TO FIND OUT ABOUT YOUR COVERAGE AND THE AMOUNT OF THE DEDUCTIBLE, IF ANY, FOR WHICH YOU MAY BE LIABLE. FURTHER, IF YOU USE A CREDIT CARD THAT PROVIDES COVERAGE FOR YOUR POTENTIAL LIABILITY, YOU SHOULD CHECK WITH THE ISSUER TO DETERMINE IF YOU MUST FIRST EXHAUST THE COVERAGE LIMITS OF YOUR OWN INSURANCE BEFORE THE CREDIT CARD COVERAGE APPLIES.

IF YOU ELECT TO ACCEPT CDW, SUBJECT TO THE EXCLUSIONS LISTED BELOW, THE PROVIDER AGREES TO WAIVE THE RIGHT TO COLLECT FROM YOU FOR DAMAGE OR LOSS TO THE VEHICLE EXCEEDING THE AMOUNT OF THE DEDUCTIBLE. EACH CLAIM SUBMITTED BY A PURCHASER OF CDW IS SUBJECT TO INVESTIGATION BY KYTE. IF AFTER AN INVESTIGATION, KYTE DETERMINES IN ITS SOLE DISCRETION THAT THE DAMAGE WAS A RESULT OF ANY THE FOLLOWING CIRCUMSTANCES, THE CDW WILL BE NULL AND VOID : (1) IF THE DAMAGE OR LOSS RESULTS FROM YOUR: (A) INTENTIONAL, WILLFUL, WANTON, OR RECKLESS CONDUCT, (B) OPERATION OF THE VEHICLE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL (C) USE OF THE VEHICLE TO TOW OR PUSH ANYTHING, (D) OPERATION OF THE VEHICLE ON AN UNPAVED ROAD IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS, (E) YOU PROVIDED FRAUDULENT INFORMATION OR FALSE INFORMATION AT ANY POINT, OR (2) IF THE VEHICLE IS: (A) USED FOR COMMERCIAL HIRE, (B) USED IN CONNECTION WITH CONDUCT THAT COULD BE CONSIDERED OR IS CRIMINAL IN NATURE, (C) INVOLVED IN AN EXHIBITION OF SPEED, SPEED TEST, CONTEST, ANY FORM OF AUTO RACING OR IN DRIVER TRAINING ACTIVITY, (D) OPERATED BY A PERSON OTHER THAN YOU OR ANOTHER DRIVER AUTHORIZED UNDER THIS AGREEMENT,

(E) OPERATED OUTSIDE OF THE STATE WHERE YOUR RENTAL ORIGINATED. (F) OPERATED IN A MANNER THAT SHOWS DISREGARD FOR THE SAFETY OF PEOPLE OR PROPERTY OR ANY OTHER FORM OF RECKLESS DRIVING. CDW DOES NOT COVER DAMAGE TO VEHICLE TIRES AND/OR WHEELS, UNLESS THAT DAMAGE IS DEEMED BY KYTE TO BE NORMAL WEAR AND TEAR. CDW DOES NOT COVER MECHANICAL DAMAGE RESULTING FROM NEGLIGENT OPERATION OF THE VEHICLE. CDW DOES NOT COVER DAMAGE TO GLASS AND/OR WINDOWS OF THE VEHICLE. CDW DOES NOT COVER LOSS DUE TO THEFT OF THE VEHICLE OR DAMAGE ASSOCIATED WITH THEFT OF THE VEHICLE. If during the rental period, damage occurs to the interior of the vehicle or mechanical damage occurs, the protections described herein shall be null and void , and You will be liable for the full cost of the repairs or replacement, as well as all Related Costs.

THE COST OF OPTIONAL COLLISION DAMAGE WAIVER IS BETWEEN \$9-15 PER DAY. THE AMOUNT OF THE DEDUCTIBLE IS BETWEEN \$500 - \$5000.