

Cadillac Accelerate Your Day ATS Test Drive

Consumer Terms & Conditions

Definitions

1. **“Agreement”** means all terms and conditions found on the “Face Page” and in these Terms and Conditions. **“You”** or **“your”** means the person identified as the Customer on the reverse side of this Agreement, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer’s direction. You are jointly and severally bound by this Agreement. **“We”**, **“us”** or **“our”** means the independent automobile dealer or its affiliate names elsewhere in this Agreement. **“Vehicle”** means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. **The Vehicle may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** **“Authorized Driver”** means the person who signed this Agreement. Authorized Drivers are the only persons permitted to drive the Vehicle. Each Authorized Driver must possess a valid driver’s license. All Authorized Drivers must be at least age 21. **“Loss of Use”** means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including used other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. **“Daily Vehicle Rate”** means the daily time and mileage fee that we typically charge for vehicle of the same type as the Vehicle. **“Diminished Value”** means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. **“Charges”** means the fees and charges that are incurred under this Agreement. **“Vehicle License Fee”** means our estimate of the average per day vehicle portion of our total annual vehicle licensing, titling and registration costs. **“Rental Period”** means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

Customer Eligibility

2. I am twenty-one (21) years or age or older and I possess a valid operator’s license in the state where the dealership is located.

Prohibited Use

3. The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used:
 - (a) By anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended;
 - (b) By anyone under the influence of alcohol, prescription or non-prescription drugs;

- (c) By anyone who obtained the Vehicle by giving us false, fraudulent or misleading information; (d) For an illegal purpose or in the commission of a crime;
- (e) Outside of the state where the dealership is located;
- (f) To carry persons or property for hire;
- (g) To push or tow anything;
- (h) In a race or speed contest;
- (i) To teach anyone to drive;
- (j) Outside the United States, or outside the geographic area described elsewhere in this Agreement, if any;
- (k) On an unpaved surface;
- (l) When the odometer has been tampered with or disconnected;
- (m) When it is reasonable to expect you know that further operation of the Vehicle would damage it;
- (n) Where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission;
- (o) To transport an animal (other than a service animal);
- (p) To carry more passengers than the number of existing seatbelts; or
- (q) By anyone who is sending an electronic message, including text (SMS) or emails, while operating the Vehicle.

Smoking is not permitted in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

Insurance, Accidents and Reporting

4. You are responsible for all damage or loss you cause to others. You agree to maintain automobile insurance during the term of this rental agreement which provides to the owner, to us and to you, the following primary coverage:
 - (a) Bodily injury (“**BI**”) and property damage (“**PD**”) liability coverage;
 - (b) Personal injury protection (“**PIP**”), no-fault, or similar coverage where required;
 - (c) Uninsured/underinsured (“**UM**”/“**UIM**”) coverage where required, and
 - (d) Comprehensive and collision damage coverage extending to the Vehicle.

Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **Where permitted by law, signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages.** Where we are required to provide such coverage, you hereby select the minimum limits required by law. Because you are providing auto insurance we are not. In states where the law requires us to provide insurance, your insurance will be primary. Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collectable insurance whether primary, secondary, excess or contingent. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate

notice of damage, claim, or lawsuit against you. Our insurance applies only in the United States. Engaging in a Prohibited Use described in paragraph 3 or any other material breach of this Agreement will void any insurance coverage.

Inspection; Condition and Return of the Vehicle

5. You must return the Vehicle to our office on the date and time specified in this Agreement with at least as much fuel as when received. The Vehicle must be returned in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for all damages to or loss of the Vehicle until we inspect it on reopening for business. You grant us, our agents, assigns, and each person with a financial interest in the Vehicle the right to inspect the Vehicle during this rental.

Customer's Vehicle

6. I understand that I must leave my motor vehicle in possession, custody, and control of the Dealership while I have possession of the Dealership's Vehicle. You release us, our agents, and our employees from all claims for loss or damage to personal property that was left with us or carried in the Vehicle. If you fail to claim property left in the Vehicle for more than thirty (30) days, we may dispose of that property in a manner we choose.

Rental/Indemnity/No Warranty

7. This is a contract for the test drive of the Vehicle offered to you. Your signature on the Face Page is acceptance of this offer, and is acknowledgement that binding consideration exists, as follows: use of this Vehicle as a replacement vehicle you left with us and the rights and/or the rights and obligations of this Agreement. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law of this Agreement. WE also have the right to monitor the Vehicle through GPS or other remote tracking devices where permitted under applicable law. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorneys fees we incur resulting from or arising out of this Agreement or your use of the Vehicle. The Dealership and General Motors LLC make NO WARRANTIES, EXPRESS OR IMPLIED OR APPARENT, REGARDING THE USE OF THE VEHICLE, NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR ANY PARTICULAR PURPOSE.

Responsibility for Tolls, Traffic Violations, and Other Charges

8. You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during this test drive. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you will pay us or a processing firm ("Processor") of our choosing an administration fee of up to \$50 for each such notification.

About the Use of Your Personal Information

9. Your driver's license and insurance information will only be used for purposes of this test drive. General Motors LLC ("GM") or its Dealers may use the contact information you provide above in accordance with the GM privacy statement. To learn more about GM's privacy Statement, visit www.GM.com/privacy.

Miscellaneous

10. No term of this Agreement can be waived or modified except by a writing that we have signed or on a form that we provide. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the use of the Vehicle are void. A waiver by us of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of your obligations under this Agreement. You waive all recourse against us for criminal prosecutions we take against you for breach of this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise our rights under this Agreement does not constitute a waiver of another provision of this Agreement. Unless prohibited by law, you release us from all liability for consequential, special, or punitive damages in connection with this transaction or the reservation of a vehicle. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.