

ICE
INVESTIGATION
EVIDENCE
FEDERAL BUREAU OF INVESTIGATION

1B2-32

32



Town of Palm Beach
Police Department



EVIDENCE

CASE # OS368 PROPERTY # OS1024

CONTENTS

Item	Quantity	Description
32	1	Thifty rental agreement
		[REDACTED]

Suspect: _____

Officer: _____

Date: _____

Lab #: _____

KL-231

We hope you don't but ...

If You Have An Accident:

Immediately report it to Thrifty and the Police. Failure to do so may void any protection afforded to you under the Rental Agreement.

USE THIS FORM to record on-the-scene information. Telephone information to the Thrifty location where you rented the vehicle immediately. See Rental Agreement for phone number. Then give this form to Thrifty upon return of vehicle; or mail.

Accident: Date _____ Time _____
Place _____

Damage To Other Vehicle(s):
Owner, Address & Phone _____

Make & year _____
Driver, Address & Phone _____

Insurance Co. _____

Occupants: Indicate vehicle: Yours-#1, other-#2.

(Circle name if possible injury.)

Name Address & Phone Vehicle #

Witnesses: Name Address & Phone

Your name _____

Your address _____

Police: Name _____ Badge # _____

TERMS

You agree to rent the Vehicle (the "rental") and comply with the terms and conditions, both printed and written, below and on the separate rental document signed by the renter (the "Rental Statement"), any addendums and any return document (the "Check-In Statement") (collectively the "Agreement") and pay all fees and charges due under this Agreement, even if You did not specifically authorize the charges. This Agreement is between the person signing this Agreement ("You", "Your" or "Renter") and the rental car company identified on the separate Rental Statement doing business as Thrifty Car Rental ("us", "we", "our" or "Company"). You, Your or Renter also refers to any additional Authorized Driver. All Authorized Drivers are jointly and severally liable for the obligations under the Agreement.

1. AUTHORIZED DRIVERS.

The Vehicle may be driven only by an "Authorized Driver". An Authorized Driver is You and any additional person who appears at the time of rental and signs this Agreement. All Authorized Drivers warrant they satisfy our age requirements, have a valid driver's license and fulfill our other qualifications. No other persons are authorized to drive the Vehicle.

2. THE VEHICLE.

You guarantee that the Vehicle will be operated as required by this Agreement. Except for ordinary wear and tear, You must return the Vehicle in the same condition You received it. You acquire no title to the Vehicle and no one, other than us, may transfer it. You will not repair the Vehicle without our consent. The Vehicle is in good overall condition with no apparent defects. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY US OF THIS AGREEMENT.

3. PROHIBITED USES OF THE VEHICLE.

A. The Vehicle may not be used: (1) BY OTHER THAN AN AUTHORIZED DRIVER; (2) TO PUSH OR TOW ANYTHING, CARRY PERSONS OR PROPERTY FOR HIRE, IN A RACE, TEST, CONTEST, OR FOR TRAINING ACTIVITY; (3) FOR ANY ILLEGAL PURPOSES, OR IN THE COMMISSION OF A CRIME; (4) WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS; (5) TO INTENTIONALLY CAUSE DAMAGE, OR ENGAGE IN WILLFUL, WANTON OR RECKLESS MISCONDUCT; (7) OUTSIDE OF OUR GEOGRAPHIC DRIVING RESTRICTION OR IN MEXICO; (8) IF IT WAS OBTAINED BY FRAUD OR MISREPRESENTATION.

B. FOR PURPOSES OF THIS AGREEMENT, WILLFUL, WANTON OR RECKLESS MISCONDUCT INCLUDES, BUT IS NOT LIMITED TO: (1) THE UNAUTHORIZED USE OF THE VEHICLE ON OTHER THAN REGULARLY MAINTAINED HARD SURFACE ROADWAYS, PRIVATE DRIVEWAYS OR PARKING LOTS, WHICH UNAUTHORIZED USE DIRECTLY RESULTS IN DAMAGE OR LOSS TO THE VEHICLE; (2) USE OF UNAUTHORIZED EQUIPMENT ON OR IN THE VEHICLE; (3) AIDING IN THE THEFT OF THE VEHICLE OR FAILING TO SAFEGUARD THE KEYS AND THE VEHICLE AND IT IS STOLEN OR VANDALIZED; (4) CARRYING PASSENGERS IN THE BED OR CARGO AREA OF THE VEHICLE; (5) A CITATION FOR A SERIOUS TRAFFIC VIOLATION AS DEFINED UNDER STATE LAW; OR (6) FAILURE TO USE SEAT BELTS AND CHILD RESTRAINT SEATS WHERE REQUIRED OR CARRYING PASSENGERS IN EXCESS OF THE NUMBER OF SEAT BELTS IN THE VEHICLE.

C. ANY PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND WILL VOID OR DEPRIVE YOU OF ALL BENEFITS, PROTECTION AND OPTIONAL COVERAGES, IF ANY, TO WHICH YOU WOULD HAVE OTHERWISE BEEN ENTITLED TO UNDER THIS AGREEMENT AND MAKES YOU RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE VEHICLE, THIRD PARTY CLAIMS, FINES, PENALTIES, ATTORNEY FEES AND COSTS.

4. YOUR RESPONSIBILITY FOR DAMAGE OR LOSS. YOU ARE ABSOLUTELY LIABLE FOR ANY LOSS OF OR DAMAGE TO THE VEHICLE, EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN, WHETHER DUE TO THEFT, FIRE, HAIL, FLOOD, COLLISION, VANDALISM, OR ANY OTHER CAUSE, SUBJECT TO LIMITATIONS IMPOSED BY THE LAW OF THE JURISDICTION WHERE THE VEHICLE IS RENTED. YOUR LIABILITY WILL NOT EXCEED THE FULL VALUE OF THE VEHICLE PLUS ACTUAL TOWING AND STORAGE CHARGES, LOSS OF USE, AND DIMINUTION IN VALUE (WHICH IS THE DIFFERENCE BETWEEN THE VALUE OF THE VEHICLE BEFORE THE DAMAGE AND THE VALUE OF THE VEHICLE AFTER THE DAMAGE, REGARDLESS OF WHETHER THE VEHICLE IS REPAIRED OR NOT), ALL RENTAL CHARGES THROUGH THE DATE YOU REPORT THE INCIDENT IF NOT RETURNABLE OR THE RETURN DATE, WHICHEVER IS LATER, PLUS ANY OUT OF POCKET EXPENSES INCURRED BY US AS A RESULT OF THE LOSS OF OR DAMAGE TO THE VEHICLE, A REASONABLE ADMINISTRATIVE FEE AND PRO-RATA LICENSE PLATE FEES, ALL AS ALLOWED BY LAW. YOUR PERSONAL INSURANCE MAY OR MAY NOT COVER ANY LOSS. YOU SHOULD CHECK WITH YOUR OWN INSURANCE CARRIER. IF YOU MAKE UNAUTHORIZED REPAIRS TO THE VEHICLE, YOU AGREE TO PAY ANY COST TO RESTORE THE VEHICLE TO THE CONDITION OF THE VEHICLE AT THE TIME OF RENTAL. YOU AGREE TO PAY US ANY AMOUNT NOT COV-

ered policies (whether primary or excess). However, if we are required by law to provide You primary third-party liability protection, excluding Your family members related by blood, marriage or adoption and any other person residing with You (collectively referred to herein as "Family Members") it shall only be in an amount necessary to satisfy the minimum statutory financial responsibility liability limits. WHERE PERMITTED BY LAW, WE DO NOT PROVIDE "UNINSURED" OR "UNDERINSURED" MOTORIST PROTECTION, PHYSICAL DAMAGE PROTECTION FOR THE VEHICLE, "NO FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THIS RENTAL AND YOU AND WE HEREBY REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF ANY SUCH PROTECTION. Where we are required by law to provide any of the above protection in spite of the terms of this Agreement, such protection shall be provided in an amount equal to the minimum statutory financial responsibility liability limits of the state in which this Agreement is executed. We can provide such protection under a certificate of self-insurance, an insurance policy, and/or an indemnification, as we choose.

11. OPTIONAL SUPPLEMENTAL LIABILITY INSURANCE ("SLI").

Where available, and for an additional daily charge, if You signed that You accept the optional SLI at the beginning of rental, You will be provided with protection against Third-Party Claims as outlined below:

1. You will be protected against Third-Party Claims, excluding Your Family Members as defined in Section 10, other than to the Vehicle, caused by or arising from the use or operation of the Vehicle, in an amount sufficient to satisfy the minimum applicable financial responsibility liability limits required by laws in the jurisdiction in which the Vehicle is rented, which shall be referred to as "Primary Protection". We can provide Primary Protection under a certificate of self-insurance, an insurance policy and/or an indemnification as we choose; and, 2. SLI provides You with coverage under a separate insurance policy providing excess insurance against Third-Party Claims arising out of the use or operation of the Vehicle for the difference between the Primary Protection and a maximum combined single limit of \$1,000,000 (U.S.) per occurrence for bodily injury, death and property damage to other than the Vehicle while the Vehicle is on rent to You.

3. THE EXCESS SLI POLICY EXCLUDES coverage for (a) use of the Vehicle in breach of this Agreement including but not limited to driving while under the influence of alcohol or drugs in violation of law; (b) use by unauthorized drivers; (b) claims by Family Members (as defined in Section 10); and (c) the other specific exclusions summarized on the separate brochure available at the counter, which is incorporated herein, receipt of which You hereby acknowledge. The SLI policy does not provide coverage for physical damage to the Vehicle, no fault, first-party benefits, uninsured or underinsured motorist benefits or any other optional protection unless required by law. To the extent permitted by law, You and we reject the inclusion of any such coverage. If You purchase SLI, You agree to defend, indemnify, and hold us harmless from and against any and all loss, liability or damage whatsoever not paid or covered by SLI or the Primary Protection.

12. HANDLING ACCIDENTS AND OTHER OCCURRENCES.

A. You agree to immediately file and report any accident, theft or vandalism involving the Vehicle to us and to the police and complete an accident report. YOUR FAILURE TO COOPERATE WITH US IN ANY INVESTIGATION OR TO FILE A TIMELY AND ACCURATE REPORT CREATES A REBUTABLE PRESUMPTION THAT THE INCIDENT WAS CAUSED BY YOUR WILLFUL, WANTON OR RECKLESS MISCONDUCT AND, AS A RESULT, MAY VOID THE OPTIONAL PRODUCTS AND MAKE YOU ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THE VEHICLE.

B. You will deliver to us a legible copy of any service of process, pleading, or notice of any kind relating to a claim or suit in connection with any accident involving the Vehicle.

C. We reserve the right to refuse to grant a replacement Vehicle to You if You have an accident, breakdown, violate the law or for any other reason.

13. GENERAL PROVISIONS.

A. Vehicle means the vehicle rented or its replacements and all of its parts, equipment, accessories, keys and documents.

B. No term of this Agreement may be waived or changed except by a written agreement signed by our authorized representative. If any term of this Agreement is prohibited by law, it shall not affect the remaining terms.

C. Paragraph headings have no independent meaning.

D. You understand that it is Your responsibility to comply with all applicable seat belt and child restraint laws.

E. You may not sublease the Vehicle, nor may You transfer or assign this Agreement.

F. We reserve the right to deny future rentals to You if You violate this Agreement.

**ADDENDUM TO TERMS
NOTICE TO FLORIDA RENTERS**

Renter's insurance primary: The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury coverage required by ss.324.021 (7) and 627.736, Florida Statutes.

Failure to return rental Vehicle: Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with section 812.155, Florida Statutes.

These terms supersede any conflicting terms stated elsewhere.

**Just what you want.
Just Thrifty.**

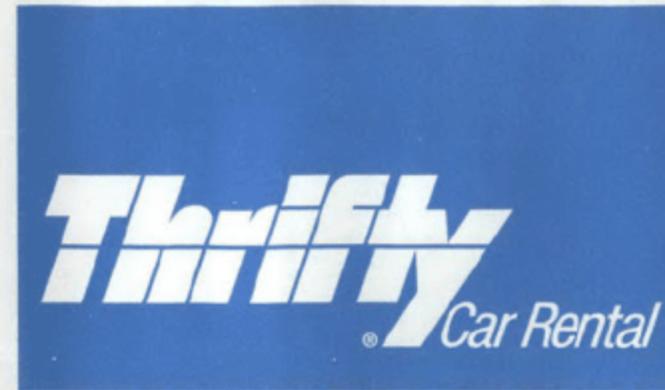
Discover why savvy travelers think Thrifty is a smarter way to go.
Great cars - Chrysler names you know from cars like the sporty Intrepid to the roomy Caravan.
Great locations - Over 1,200 locations worldwide, including over 80 on-airport locations throughout North America.
Great service - Thrifty's committed to getting travelers on their way fast.
Great rates - Our low rates mean you'll always get a great car at a great price. All year long.

**And Blue Chip Express
Rental service, too!**



With Blue Chip, all your rental paperwork is taken care of beforehand. You just jump in our Blue Chip Express line, show your driver's license and credit card, sign your name and go. Returns work just as fast. Available at U.S. and Canadian airport locations.

To sign up for Blue Chip Express service, Call 1-888-400-8877 or visit www.thrifty.com



**Thank you for
choosing Thrifty.**

You were helped by:
[Redacted] # 583

For assistance, please call
813-348-0607

And visit us at



583

Please Complete At Check-in:

Mileage In					
Gas In	E	1/4	1/2	3/4	F
Time In					

**PEACE
OF MIND.**



We have a feature in our Chrysler cars we hope you'll never have to see. It's a driver's air bag and it can inflate in a fraction of a second to save your life. Thrifty. We take safety as seriously as savings. Call for availability and reservations today!

For worldwide reservations contact your travel consultant or call 1-800-Thrifty® (1-800-847-4389) or log onto www.thrifty.com

For Local Service & Information...
Just Call On Your Local Thrifty Center!
Customer Service: Email thrifty.com/contacts/ or Call 800.334.1705

IN CASE OF ACCIDENT: See Instructions Under Flap

TTA0500FL © 2005 Thrifty Rent-A-Car System, Inc. 0105M250 (Rev.#3 01-06-05) A



Thrifty Car Rental

WEST PALM BEACH

RENTAL RECORD: 081497543

COMPLETED BY: [REDACTED] ARES11

RENTED: TAMPA INTERNATIONAL

RENTAL: 09 25 05 1758

RETURN: 09 26 05 1652

MILES IN: 6875 OUT: 6442

MILES DRIVEN: 393

PLAN IN/OUT: SPC WALK

CLS: IDAR

1 DAYS	25.00	25.00
SUBTOT		25.00
TAXABLE TOT		25.00
SALES TAX INCLUDED		
CONCFEERC		2.67
TAG REC		.47
FL SURCHG		2.03
FLATAX		2.11
NET DUE		32.28
PAYMENTS		32.28

PAID BY: VI

CREDIT CARD #: ***** [REDACTED]

Thank you for choosing Thrifty Car Rental.

Rental Location	Vehicle Information	Rental Expires On	Rental Agreement Number
DTB OPERATIONS dba THRIFTY CAR RENTAL TAMPA INT'L AIRPORT TAMPA, FL 0000033607 877-283-0898	VEH.#: 701535-1 LIC.#: W99FUN STALL#: B503 05 CHRYSLER SEBRING4 Rate: WALK Cls: IDAR 920001 FUEL LEVEL OUT: FULL MILEAGE OUT: 6482	09/26/2005 1500	08149754-3
Car To Be Returned To Above Unless Stated Below	CUSTOMER DECLINES LDW AND IS RESPONSIBLE FOR LOSS OR DAMAGE PER TERMS OF THE RENTAL AGREEMENT. LMP DECLINED SLI DECLINED PPP DECLINED ESP DECLINED	TIME OUT 09/25/2005 1758 **RENTAL RATES** Hours 8.00/ hrs Days 25.00/ hrs Unlimitd els Fuel 5.99/gal CONCESSION R 10.500% VEH LIC FEE .47/Day FLORIDA BURC 2.03/Day STATE TAX 7.000% **ESTIMATED CHARGES** 32.28	TIME IN EST CHG 25.00 2.67 .47 2.03 2.11
WEST PALM BEACH	BY YOUR INITIALS YOU ACKNOWLEDGE YOU HAVE ACCEPTED OR DECLINED THE ABOVE OPTIONAL ITEMS: <u>X</u>	YOU ARE RESPONSIBLE FOR YOUR PARKING VIOLATIONS. IF YOU FAIL TO PAY YOUR TICKET(S), ANY UNPAID TICKET(S), PENALTIES, PLUS A \$25.00 FEE PER CITATION, WILL BE BILLED TO YOUR CREDIT CARD. <u>X</u> ESTIMATED/ACTUAL CHARGES MAY VARY	
Customer Information			
PLAM BCH GRD FL 33410 0517 FL 01/17/2009 ADD'L DRIVER: None			
* FL SURCHG INCLUDES \$2 FL ST SRCHG & .03 RECYCLE FEE RECV CREDIT CARD AUTHORIZATION/CASH DEPOSITS 250.00/A/09/25/2005			

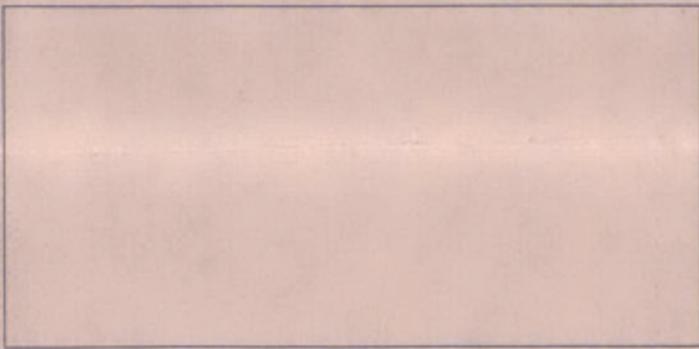
A per hour rate for late returns is charged right after the start of new Rental Day.

FLORIDA - NOTICE TO RENTERS

Renter's insurance primary: The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury coverage required by ss.324.021 (7) and 627.736, Florida Statutes.

Failure to return rental Vehicle: Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with section 812.155, Florida Statutes.

These terms supersede any conflicting terms stated elsewhere.



The Rental Agreement is between the undersigned and the company identified above (the "Company"). By signature below, the undersigned acknowledges and represents that they are legally authorized to operate the rental conditions and notices, both printed and written, including the Loss Damage Waiver information, that appear on this Rental Statement and or signed AUTHORIZED THE COMPANY TO PROCESS A CHARGE TO THEIR CREDIT, DEBIT OR CHARGE CARD IN THE AMOUNT SPECIFIED FOR THIS RENTAL. ADDITIONAL CHARGES DUE UPON RETURN OF THE VEHICLE. ALL CHARGES SUBJECT TO AUDIT. No additional drivers are permitted.

X _____ RENTER X _____ AD

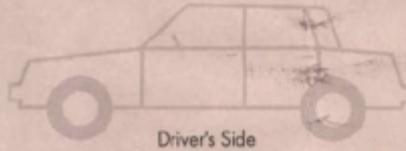
Check In

DTG Operations, Inc.

11520425

Veh. #	701555-1				S. A.				
Owning City				R.A. #					
License No.	W 99 FVW				State				
Make & Model						A/C			
Body	2 Dr	4 Dr	S/W	Van	Color WHITE				
Mileage Out									
Gas Out	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	P7 D
Date Out					Car In Space No.				

Mark damaged part with the appropriate letter on drawings.
 D = Dent S = Scratch B = Broken M = Missing C = Cracked



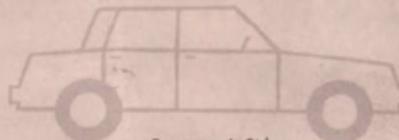
Driver's Side



Front



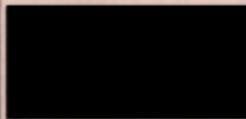
Rear



Passenger's Side

Vehicle subject to further inspection for hidden damage.
 All new damages must be reported within 24 hrs.

Customer Signature and Date



Guard Initials

Date:

9-25-05

GA0104 ©2004 DTG Operations, Inc. 0405M1250