

## RENTAL AGREEMENT

### PAGE 1

This is an AGREEMENT between you, the RENTER/DRIVER(S) and the COMPANY to rent a motor VEHICLE( including tires, tools, accessories and equipment). The RENTER/DRIVER(S) acknowledges the vehicle is the property of the COMPANY although registered title may be in a third party and/or corporate name.

The COMPANY which is renting this VEHICLE to you is more fully described on the other side of this agreement in the upper section. The RENTER/DRIVER(S) is identified on the other side of this agreement at the upper left hand side. The RENTER/DRIVER(S) is renting the VEHICLE from the COMPANY and you the RENTER/DRIVER(S) must sign this agreement. By signing this agreement, you, the RENTER/DRIVER(S), are entering into a contract with the COMPANY for the use of the COMPANY'S VEHICLE. You are agreeing to pay on demand the rental charges referred to on page 2 on the other side of this agreement. By entering in to the contract you are subject to the following terms and conditions.

#### 1. AUTHORIZED USE

The VEHICLE may be used ONLY by an AUTHORIZED DRIVER. An AUTHORIZED DRIVER is:

- (a) You, the RENTER/LICENSED DRIVER(S), and/or;
- (b) A licensed driver who has been accepted by the COMPANY as an additional RENTER as referred to on page 2 on the other side of this agreement.

#### 2. PROHIBITED USE

You the RENTER/DRIVER(S), agree that the VEHICLE shall not be: (a) used to carry persons or property for hire;

- (b) used to propel or tow any vehicle, trailer or other object;
- (c) Used in any race, driver test and/or speed test or contest;
- (d) Used by any person who there is reasonable evidence to suggest they are under the influence of alcohol, intoxicants, narcotics, or other substances to an extent prohibited by law;
- (e) Used in the commission of any crime, or for any illegal trade or transport;
- (f) removed from the State/Province of rental without obtaining the prior written consent of the COMPANY or COMPANY'S representative;
- (g) used by any one for whom the COMPANY has been given a false name, age, address, driver's license, credit card, other information, or who does not have a valid driver's license;
- (h) Used in a dangerous, reckless or imprudent manner;
- (i) Use do not her than a public highway or graded road or driveway;
- (j) Left without securing the vehicle and its keys.

#### 3. VEHICLE CONDITION AND RETURN

The VEHICLE is delivered to you in good operating condition. You agree to return the VEHICLE in the same condition in which you received it (except for ordinary wear and tear) to the COMPANY'S location at the place and on the date specified on page 2 of this agreement, or sooner on demand by the COMPANY.

If you return the VEHICLE to an unauthorized location not specified on page 2 of this agreement you will be charged one of the following:

- (1) Additional daily rate(s) plus a one-way service charge as determined by the COMPANY, or;

(2) Additional daily rate(s) plus \$0.90 per kilometer from the unauthorized return location to the intended location identified on page 2 of this agreement.

You will pay to the COMPANY on demand all loss or damage to the rented VEHICLE regardless of the manner by which such damage was incurred, while rented under this agreement. Any total loss shall be calculated as the replacement cost of the rented vehicle as described on page 2 of this agreement plus any and all expenses.

You will pay to the COMPANY on demand all towing charges, storage charges, impound fees, claims administration charges, diminished value of said vehicle and damages for loss of use for the vehicle while being repaired and/or out of service. Diminished value damages shall be assessed when damages exceed the seller notification requirements via Provincial Statute declarations and/or regulation and will be (1) 20% of the actual repair cost or (2) the actual diminishment/accelerated depreciation value of the described vehicle if the repairs are completed satisfactorily and the described vehicle is sold within 60 days of repair completion.

Loss of use shall be deemed to be the number of days the rented vehicle is out of service multiplied by the daily rental charge set out on page 2 of this agreement.

The claims administration charges are based upon the damage repair valuation as follows: Damage \$0.00 to \$2,500.00 = \$100.00, damage \$2,501.00 to \$5,000.00 = \$150.00, damage \$5,001.00 and over = \$200.00, total loss = \$250.00.

The COMPANY has the right to monitor, track and locate the VEHICLE through remote tracking devices or otherwise. The COMPANY has the right to disable and repossess the vehicle through remote tracking devices or otherwise without demand at your expense at any time if it is illegally parked, used in breach of the geographic driving restrictions or used in violation of any law, payment obligations under this agreement, or vehicle appears to be apparently abandoned.

You will be required to pay the full amount of the loss or damage to the vehicle unless reduced by the following two circumstances:

(a) if you enter into the additional agreement referred to on the other side of this agreement as Tire and Wind shield Damage Waiver or (T&WDW). The COMPANY will waive or reduce your payment for loss or damage to the tires and/or wind shield to the extent of the conditions contained in paragraph (T&WDW), on page 2 on the other side of this agreement. TIRE AND WIND SHIELD DAMAGE WAIVER (T&WDW) DOES NOT COVER THE COST OF DAMAGE TO WHEELS AND/OR LOSS OF USE AND/OR TOWING AND STORAGE CHARGES, IMPOUND FEES or,

(b) if you enter into the additional agreement referred to on the other side of this agreement as Loss Damage Waiver (LDW), the COMPANY will waive or reduce your payment for loss or damage to the VEHICLE to the extent of the conditions contained in paragraph (LDW) on page 2 of this agreement. LOSS DAMAGE WAIVER (LDW) DOES NOT COVER LOSS OF USE, DIMINISHED VALUE AND/OR TOWING, STORAGE CHARGES, IMPOUND FEES. ANY DEDUCTIBLE(S) TO BE PAID UNDER LOSS DAMAGE WAIVER (LDW) WILL BE ON A PER OCCURRENCE BASIS.

If any of the terms of this rental agreement are violated by the RENTER/DRIVER(S) or AUTHORIZED DRIVER, and or refuses to make a police report or present a claim to his Insurance Company, or other lawful authorities the Loss Damage Waiver will not apply and the RENTER/DRIVER(S) shall be liable for all damage to the VEHICLE. The LOSS DAMAGE WAIVER AGREEMENT IS NOT INSURANCE but is an agreement by the COMPANY to waive or reduce the terms of this agreement in which you agree to pay for all loss or damage to the VEHICLE.

#### 4. LIABILITY INSURANCE

The COMPANY has obtained all mandatory automobile insurance as required by law with respect to the VEHICLE. By driving this VEHICLE, AUTHORIZED DRIVERS are agreeing to comply and be bound by all terms, conditions, limitation and restrictions of this insurance policy which are made apart of this rental agreement.

The COMPANY will not provide "uninsured motorists", "underinsured motorists", "supplemental", "no fault", or any other optional insurance coverage unless such coverage is required by law. To the extent permitted by law, the

RENTER/DRIVER(S) and the COMPANY reject the inclusion of any such optional coverage.

#### 5. POWER OF ATTORNEY

RENTER/DRIVER(S) hereby grants and appoints to owner a Limited Power of Attorney to present insurance claims for property damage to

RENTER/DRIVER(S) insurance carrier if the rented vehicle is damaged during the term of this rental agreement; and to endorse RENTER/DRIVER(S) name on insurance payments for charges or damages.

## 6. GENERAL PROVISIONS

(a) PAYMENT. If the AUTHORIZED DRIVER fails to make payments required under the agreement to the COMPANY, all expenses of collection and/or repossession, including court costs and lawyer fees incurred by the COMPANY in pursuing the claim against the AUTHORIZED RENTER/DRIVER(S) will be paid by the AUTHORIZED RENTER/DRIVER(S).

If the AUTHORIZED RENTER/DRIVER(S) has directed the COMPANY to bill charges to some other person, firm, or organization which fails to make payment promptly when due, the RENTER/DRIVER(S) will promptly pay the COMPANY

upon demand.

ALL CHARGES ARE SUBJECT TO FINAL AUDIT and resulting credits and additional charges will be made and paid by the method used in the initial transaction, 2% PER MONTH (24% PER YEAR) CHARGED ON OVER DUE ACCOUNTS. An administrative cost of carrying the account may be applied.

(b) FINES AND PENALTIES: AUTHORIZED RENTER/DRIVER(S) will pay all fines, penalties, for forfeitures and court costs imposed for parking, toll charges and/or traffic violations with respect to the VEHICLE while rented under this agreement. The RENTER/DRIVER(S) will promptly report such violations to the COMPANY and will hold the COMPANY harmless from all claims arising out of such violations.

(c) AUTHORIZED RENTER/DRIVER(S) releases and holds harmless the COMPANY (and its agents and employees) from all claims for loss or damage to his or her personal property or that of any other person, which is left or carried in or upon the VEHICLE or in or upon any other VEHICLE or premises of the COMPANY by AUTHORIZED DRIVER, or by any other person, or which is received, handled or stored by the COMPANY, at any time before, during or after this rental, whether or not due to the COMPANY'S negligence or fault.

(d) NOTICE: IN addition to all requirements of an AUTHORIZED RENTER/DRIVER(S) under the insurance policy, and AUTHORIZED RENTER/DRIVER(S) will immediately report any accident to the COMPANY at the location where the vehicle was rented and will deliver to the COMPANY at the location every Writ, Summons, Complaint or Paper of any kind received by an AUTHORIZED RENTER/DRIVER(S) in any way relating to any accident involving the VEHICLE while rented under this agreement.

An AUTHORIZED RENTER/DRIVER(S) also agrees to fully co-operate with the COMPANY in the investigation and defense of any claim or lawsuit.

(e) In no event shall an AUTHORIZED RENTER/DRIVER(S) of the VEHICLE be or be deemed to be the agent, servant, or employee, of the COMPANY in any matter or for any purpose what so ever.

(f) THE COMPANY MAKES NO WRITTEN, EXPRESSED OR IMPLIED WARRANTY AS TO ANY MATTER WHAT SO EVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.

(g) No right of the COMPANY under this agreement may be waived except in writing by an officer of the COMPANY.

(h) REPAIRS: RENTER/DRIVER(S) shall not permit any repairs to the VEHICLE or suffer any lien to be placed upon it without COMPANY'S prior written consent. RENTER/DRIVER(S) shall be liable for any such repairs.

(i) RENTER/DRIVER(S) authorizes COMPANY or its AGENTS to obtain and share credit and personal information with credit reporting agencies, credit bureaus, collection facilities and/or driver's license validation agencies upon execution of said agreement with in the Legislation of the Personal Information Protection and Electronic Documents Act.

(j) RENTER/DRIVER(S) is liable for any damages sustained to the vehicle until it is inspected and accepted by the COMPANY.

(k) A \$250.00 service charge may apply to rentals returned early due to insurance company steering or if any special services were provided.

(l) An administration charge, not to exceed \$100.00 will be charged to RENTER/DRIVER(S) in the event of a credit card charge back that is proved to be valid to the card holders issuing bank.

(m) Authorized drivers shall comply with all jurisdictional highway and traffic laws, applicable seat belt and child restraint laws.

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