

RENTAL AGREEMENT TERMS AND CONDITIONS

This is an agreement between the prospective Renter identified on Page 1 (you) and Executive Car Rentals identified on page 1 (the Company) to rent the motor vehicle described on Page 1 including all accessories, tools, tires and equipment and any replacement vehicle (the vehicle).

1. VEHICLE RENTAL CONDITION AND RETURN

The vehicle is delivered to you clean and tidy in good operating condition. You agree to return the vehicle in the same condition (if not, a clean fee may apply) together with all the tools, tires, accessories and equipment to the location specified on Page 1 and on the date there specified (or sooner, if demanded by the Company). The Company may take possession of the vehicle without demand and at your expense, if it is illegally parked, used in violation of the law or of this agreement or it is apparently abandoned. The Company must be notified and agree to the extension of the period of rental beyond that stated on Page 1 of this agreement in advance of the return date and time or the vehicle will be immediately reported as stolen.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the rental vehicle:

- A person who is not identified on Page 1.
 - A person who is not licensed for that class of vehicle.
 - A person whose blood alcohol concentration exceeds the lawful percentage.
 - A person who has given or for whom you have given a false name, age, address or driver's license details.
 - A person whose drivers' license has been cancelled, endorsed or suspended within the last three years.
 - A person who has held a driver's license for less than two years.
- Circumstances in which and/or for which the vehicle must not be used:
- Outside the area of use limitations shown on Page 1.
 - On unsealed roads or off-road conditions or for an ICBC road test unless authorized by the Company in writing and for a certain service fee.
 - To carry persons for hire or to carry any inflammable, explosive or corrosive materials.
 - To propel or tow any vehicle, trailer, boat or other object unless the Company has authorized such use in writing.
 - To carry any greater load and/or more persons than is lawful.
- For racing, pace making, reliability trails, speed trails, hill climbing or being tested in preparation for those purposes.
- In a dangerous manner.
 - In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

3. FINANCIAL OBLIGATIONS

*Joint Renters and all drivers are jointly and serially responsible under this agreement. YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE AGREEMENT ON PAGE 1 YOU AUTHORISE THE COMPANY TO DEBIT YOUR CREDIT CARD/DEPOSIT (AND YOU WILL PAY ON DEMAND ANY BALANCE) WITH THE FOLLOWING CHARGES:

- All rental charges specified on Page 1.
 - All charges claimed from the Company in respect of toll bridges, parking or other violations incurred during the rental or until late time as the vehicle is returned to the company.
 - All loss of or damage to the motor vehicle (including loss of use) legal expenses, assessment fees, towing and recovery, storage and company service charges where:
 - Any condition of this agreement, and in particular Condition 2, or any special condition on Page 1 has been breached;
 - The vehicle is involved in a single vehicle accident unless the Company waives such loss to, an amount shown on Page 1;
 - You have left the vehicle unlocked or left the keys in the vehicle;
 - You have not kept the key secure and under your personal control;
 - The under-carriage of the vehicle is damaged regardless of cause;
 - The vehicle is totally or partially immersed in water regardless of cause;
 - The interior of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - The tires, wheels or rims of the vehicle are damaged regardless of cause;
 - The vehicle is damaged by driving it under or into an object lower than the height of the vehicle;
 - You fail to maintain all the fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware;
 - The Renter continues to drive without contacting the company immediately should vehicle warning lights indicate any potential malfunction;
 - The vehicle is damaged by loading or unloading, other than minimum wear. *Special Note:* If you have paid by use of a credit card or directed the Company to bill charges to some other person, corporation, firm or organization who or which fails to make payment when due, you will indelicately pay the full amount due to the Company on demand.
- ### 4. LOSS/DAMAGE WAIVER (LDW)
- The LOSS DAMAGE WAIVER AGREEMENT IS NOT INSURANCE but is an agreement by the Company to waive or reduce the responsibility on page 1 in which you agree to pay for all loss or damage to the vehicle. (Windshield, tires, rims and/or under carriage of the vehicle are not covered by LDW). If Renter has accepted on page 1 and you act within the terms and condition of this agreement must the Company will grant a loss/damage waiver for your benefit in respect of damages to the vehicle or third-party damage other than a property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This waiver is subject to:

- Your payment of the minimum damage or loss of use charge stated on Page 1.
- You're having acted or having caused any other person to have acted in any manner which is contravention of this agreement including the special conditions of Page 1.
- You're not being covered under any policy of insurance.
- You're providing such information and assistance as may be requested and, if necessary, authorizing the company insurer to bring, defend or settle legal proceedings, but the company shall have sole conduct of the proceedings.

THIRD-PARTY LIABILITY INSURANCE (TPL)

THE RENTERS LIABILITY INSURANCE IS PRIMARY AND EXECUTIVE CAR RENTALS INSURANCE IS EXCESS TO ANY OTHER VALID AND COLLECTIBLE INSURANCE. IF BOTH LDW & TPL IS DECLINED THE LIABILITY FALLS AGAINST THE CUSTOMER NOT THE COMPANY.

Available, and for an additional daily charge, a Renter may purchase TPL at the time of rental. If accepted, TPL provides the renter or any additional authorized drivers listed in the rental agreement, with automobile liability coverage against third party claims for bodily injury, and property damage resulting from an automobile accident in the vehicle, during the rental period. If you do not accept TPL or LDW, or if the car is lost or damaged as a direct or indirect result of a violation of Terms and Conditions you are responsible and will pay for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges. You authorize us to process any or all of our Incidental Loss to the card you use to pay for the rental. You also authorize us to collect any or all of our loss from any third party that is responsible for it. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired, we will reimburse you for those repairs only if you give us the repair receipt.

5. GENERAL PROVISIONS

- You will promptly report any accident or loss involving the vehicle while rented under the agreement to the Company location where the vehicle was hired and will deliver to the Company immediately, every summons, complaint or paper relation in such loss. Compliance with this sub-paragraph does not excuse the hirer from reporting an accident to police or other proper authorities.
- You release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to their personal property, or that of any other person left in vehicle, which is received, handled or stored by the company at any time before, during or after this rental period, whether due to the Company's negligence or otherwise.
- Except as provided by law no driver or passenger in the vehicle shall be or deemed to be the agent, servant or employee of the company in any matter for any purpose whatsoever.
- THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITH LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- No right of the Company under this agreement may be waived except in writing by an officer of the company.
- Words used in this agreement to denote any gender and shall include all genders, singular words include the plural, and vice versa.
- The customer agrees not to hold the Company liable for downtime, materials or any consequential or incidental damages resulting from the use of the vehicle, including failure of the vehicle to operate properly.
- FUEL**-The vehicle must be returned with the amount of fuel equal to that at the time of commencement of the rental. If the vehicle is returned with less fuel the difference will be charged at a rate which includes a service component on Page 1 unless prior arrangements have been made and noted.
- SMOKING or VAPING IN VEHICLE** -All vehicles of the Company are **NON SMOKING**. a minimum of \$250 will be charged for smoking in the vehicle.
- No Food or Drinks

Vehicles requiring excessive cleaning due to smoking, vaping, food or drink spills, stains, odors, excessive dirt, or garbage may be subject to a Deep Cleaning Fee of up to \$250 CAD.

The Renter has accepted the conditions on page.

ONLY TRANSFER OF POSSESSION OF THE VEHICLE. ADD-ONS ITEMS, DOCUMENTS AND KEYS TO THE AGENT DURING THE COMPANY'S OPENING HOURS. SHALL PUT AN END TO THE RENTERS CONTRACT. RENTER IS LIABLE UNTIL END OF THE HIRE CONTRACT.

I HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITION, BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.

X: _____ X: _____
RENTER (SIGNATURE) (PRINT NAME)

X _____ X _____
ADD DRIVER (signature) (PRINT NAME)