

To the Guest,

These conditions outline your responsibilities relating to the Vehicle (defined as recreational vehicles including all motorhomes, truck and camper units and van conversions), and limits and waives your rights in some circumstances. It is important for your own protection that you read and understand these conditions.

These conditions form a part of the Rental Agreement between CanaDream Inc. and the Guest relating to the Vehicle identified by a unit number of the first page of this Rental Agreement. The Guest is the person or corporation who is identified as the Guest on the first page.

**1. Compliance with Laws.** While the Vehicle is in the Guest's possession, or is rented to the Guest under this agreement, the Guest shall comply with all the laws and regulations that govern (a) the driving, parking, storage and transportation of the Vehicle, or (b) the movement of the Vehicle, or any person or thing that is being transported in the Vehicle across any national, provincial, state or jurisdictional border.

**2. Insurance.** CanaDream Inc. shall provide a third party automobile liability insurance policy (having collision and comprehensive Coverage) for the benefit of the Guest and others driving the Vehicle in Canada and the Continental U.S.A. with CanaDream Inc.'s prior consent.

**NOTE: THE GUEST AGREES TO ASSUME PERSONAL LIABILITY FOR INJURY TO PERSONS AND DAMAGE TO PROPERTY WHERE THE VEHICLE IS DRIVEN IN AN UNAUTHORIZED AREA WITHOUT CANADREAM INC.'S PRIOR WRITTEN APPROVAL, OR IN A PROHIBITED TRAVEL AREA (SEE CLAUSE 13) OR IS USED IN A MANNER NOT PERMITTED BY CLAUSE 10. THE GUEST MAY BE COMMITTING A CRIMINAL OFFENSE BY DRIVING WITHOUT INSURANCE.**

**3. Guest's and Others' Property.** The Guest acknowledges that the Vehicle does not constitute a secure place and is not equipped for the transport or storage of valuable items. CanaDream Inc. recommends that the Guest should have, and maintain in force for so long as the Vehicle is in the Guest's possession, the Guest's own insurance against loss of or damage to any property of the Guest (or of any person whose property is in or on the Vehicle with the Guest's express or implied consent) that is in or on the Vehicle, and to rely on such insurance, and not on any rights against CanaDream Inc. in order to obtain compensation for any loss of or damage to any such property. CanaDream Inc. shall not be liable for loss or damage to any property of the guest (or of any other person whose property is in or on the Vehicle with the Guest's express or implied consent) that is in or on the Vehicle either before or after its return to CanaDream Inc., whether or not such loss or damage arises from, or is contributed to by, the negligence of

CanaDream Inc. or its agents, servants, or employees. The Guest shall assume all risk of such loss or damage, waives all claims therefore against CanaDream Inc. and shall defend, indemnify and hold CanaDream Inc. harmless from all claims arising out of such loss or damage.

**4. Safeguard Vehicle.** The Guest will take all reasonable measures to safeguard the Vehicle against theft and damage. The Guest shall read and observe all operating instructions and precautions that are posted in or on the Vehicle or supplied to the Guest by CanaDream Inc. Loss of, or damage to any key fob that makes it inoperable, will result in a \$300 charge back to the Guest upon drop-off.

**5. Maintenance.** The Guest is responsible while the Vehicle is in the Guest's possession for ensuring that the Vehicle is prudently operated and maintained and without limiting the generality of the foregoing, for ensuring that oil, fluid and coolant levels in the Vehicle's engine, braking, steering and other mechanical and hydraulic systems are maintained at recommended levels. The Guest is responsible for following prudent operating procedures appropriate to weather conditions (i.e. freezing water lines in sub-zero temperatures and overheating mechanical components in cases of extreme heat). The Guest shall be responsible for the cost of all related mechanical and Vehicle repairs resulting from the Guest's failure to fulfill these responsibilities.

**6. Repairs.** The Guest may proceed with and CanaDream Inc. shall reimburse the Guest for the cost of (a) repairs and replacements to the Vehicle amounting to less than \$100.00, (b) repairs to the Vehicle authorized by CanaDream Inc., and (c) maintaining the Vehicle's oil, fluid and coolant levels. Reimbursement by CanaDream Inc. shall be made upon the Guest's presentation of original receipts and parts replaced. Except as permitted in this paragraph, the Guest shall not permit any repairs or additions to be made to the Vehicle and shall not, in any event, allow any lien to be placed upon it without CanaDream Inc.'s consent, and the Guest will pay any and all unauthorized charges in connection with any repairs.

**7. Breakdowns.** In the event the Vehicle is inoperable because of mechanical breakdown for a period longer than 48 consecutive hours and the breakdown does not result from any breach of this Agreement on the part of the Guest, CanaDream Inc. shall allow the Guest a credit equal to the rental charge reasonably attributable to the period during which the Vehicle is inoperable. CanaDream Inc. shall not be liable for any other costs or damages suffered by the Guest as a result of mechanical breakdown. Radio, air conditioning, slide-out, refrigerator, microwave, appliances and cruise control malfunctions are not regarded for the purposes of this clause as rendering the Vehicle inoperable and do not entitle the Guest to a credit against rental charges.

## CONDITIONS APPLICABLE TO RENTAL AGREEMENT WITH CANADREAM INC.

**8. Substitutions.** The Vehicle may, at CanaDream Inc.'s sole discretion, be an equivalent or higher-rated Vehicle than the Vehicle for which a reservation is made by the Guest. Where there is a substitution or upgrading as referred to in the previous sentence, there will be no extra charge to the Guest. Where CanaDream Inc. substitutes a Vehicle that rents at a lower rate than the Vehicle that is reserved by the Guest, CanaDream Inc.'s only responsibility arising from such a substitution is to charge the Guest at the lower applicable rate and to make any refunds or adjustments that may be due in the Guest's favor. CanaDream Inc. does not guarantee the availability of a particular type of Vehicle that may be reserved by the Guest, and does not have liability to the Guest (except as specifically stated in this clause) arising from CanaDream Inc. substituting a Vehicle of a different category in place of a Vehicle that the Guest reserves.

**9. Incidents: Damage, Accidents, Theft and Vandalism.** The Guest shall immediately report any incident, theft or vandalism involving the Vehicle or its passengers to CanaDream Inc. and to the Police in the jurisdiction where the incident takes place and deliver to CanaDream Inc. or its insurer every process, pleading, notice or paper of any kind received by the guest or any driver of the Vehicle or its passengers relating to any claim, suit or proceeding in connection with any incident or event involving the Vehicle. Neither the Guest nor any driver of the Vehicle shall aid or abet the assertion of any claim, suit or proceeding and shall cooperate fully with CanaDream Inc. and its insurers investigating and defending the same. **FAILURE TO REPORT ANY INCIDENT WITHIN 24 HOURS WILL VOID ALL LIABILITY PROTECTION. GUESTS WHO HAVE BEEN INVOLVED IN ANY INCIDENT AND DROP OFF THE VEHICLE WITH NO WRITTEN ACCIDENT REPORT AND POLICE FILE NUMBER WILL VOID THEIR INSURANCE COVERAGE AND WILL BE RESPONSIBLE FOR THE COST OF ALL REPAIRS OR REPLACEMENTS RESULTING FROM DAMAGES.**

**10. Use of Vehicle.** To the extent permitted by law, any use of the Vehicle as prohibited below will (1) breach this agreement, (2) void any limitation of Guest's responsibility for loss of or damage to the Vehicle, (3) make Guest fully responsible for actual damages, costs and attorney fees, loss of use, diminished value resulting from this breach, and (4) void any insurance protection provided under this agreement subject to applicable law. The Guest shall not permit the Vehicle to be operated or driven (a) by any person who is not the holder of a current driver's license that authorizes the holder to drive the Vehicle in the jurisdiction where the Vehicle is located; (b) for the transportation of person or property for hire, expressed or implied; (c) by any person who is under 21 years of age, or who has given CanaDream Inc. a false or fictitious name or age or address; (d) by a person other than the Guest or a person who is designated in this Agreement as an authorized driver; (e) in

any competitive event; (f) to push or tow any Vehicle, nor attach any carrier or object to the Vehicle; (g) outside Canada or the continental United States; (h) in a Prohibited Travel Area; (i) by any person while under the influence of intoxicants or drugs or for the illegal transportation of intoxicants or drugs or other prohibited or restricted substance; (j) for any illegal purpose or commission of a crime; (k) who loads Vehicle beyond its capacity; (l) who allows more passengers than the vehicle has seatbelts for or designed to carry; and (m) when use will cause damage to the Vehicle (i.e. warning light is on, flat tire, steam rising from engine, etc.). These restrictions are cumulative and each of them apply to every use, operation or driving of the Vehicle.

**11. Smoking.** Our Vehicles are **smoke free**. Detection of any smoke related odors or damage will result in additional charges. **Do not smoke** in the vehicle and **avoid camp fire smell** by keeping all doors and windows closed when near campfires.

**12. Pets.** Pets are not allowed. Full detail cleaning charges will be applied for any evidence of pets in the vehicles.

**13. Unauthorized Areas and Prohibited Travel Areas.** Please refer to the Insurance Coverage Plan for a list of Unauthorized Areas and Prohibited Travel Areas. Unless CanaDream Inc. has given prior approval in writing, the Guest will be responsible for all damages if the Vehicle is driven in an Unauthorized Area.

**DRIVING IN PROHIBITED TRAVEL AREAS IS STRICTLY FORBIDDEN AT ALL TIMES.** The Guest shall pay such additional charges as may be levied by CanaDream Inc. in cases where the Vehicle is driven in a Prohibited Travel Area or Unauthorized Area, and these charges may vary depending on whether CanaDream Inc.'s consent to drive in an Unauthorized Area is obtained. Whether or not CanaDream Inc.'s consent is obtained, the Guest shall also pay the cost of replacing parts (including, without limitation, tires) and repairing damage attributable to driving on unpaved or non-public roads, or to exposure of the Vehicle in freezing or excessive heat. CanaDream vehicles are not permitted to travel to the Burning Man Festival in Nevada, USA.

**14. Payment of Charges.** The Guest shall pay to CanaDream Inc. on demand, all time and distance, service, minimum and other charges, at the rates shown or computed as provided on the first page of this agreement and on CanaDream Inc.'s published rates. If the Guest has directed charges be billed to another person and such person fails to make payment when due, the guest shall pay such charges. CanaDream Inc. may retain the deposit as provided in this agreement to cover any amount due or may become due hereunder.

The Guest and any person to whom, with CanaDream Inc.'s consent, the guest expressly directs the charges incurred under this Rental Agreement to be billed are jointly and severally responsible (solidarity in Quebec) for payment of all such

## CONDITIONS APPLICABLE TO RENTAL AGREEMENT WITH CANADREAM INC.

charges. The Guest represents that the Guest is authorized to direct such charges to be billed to that person. Charges not paid on time, as required by this Agreement, will be subject to a late payment fee, as defined in clause 21. Unless CanaDream Inc. agrees to accept payment by use of a credit card, payment for all charges under this agreement are due in cash at the completion of the rental. Charges not known to CanaDream Inc. at that time are payable by the Guest to whom they are to be billed immediately upon receipt of an invoice for such charges and the Guest hereby agrees that his credit card can and will be charged. The payment of charges by use of an acceptable credit card is governed by the terms of the agreement covering the use of such card. **IF YOU USE A CREDIT CARD TO PAY FOR CHARGES, YOU AUTHORIZE CANADREAM TO RESERVE CREDIT WITH THE CARD ISSUER IN AN EQUAL AMOUNT TO ALL ESTIMATED CHARGES AND TO PROCESS AN APPROPRIATE VOUCHER FOR THOSE CHARGES AT THE TIME OF RENTAL.** CanaDream Inc. may audit all charges. If any errors are found, the Guest will pay the corrected charges. If payment was by credit card, the Guest authorizes CanaDream Inc. to correct such charges with the card issuer. CanaDream Inc. will notify the Guest of any corrections.

**15. Distance Charges.** The distance calculated in kilometres, which the Vehicle has been driven while it is in the Guest's possession, shall be determined by reference to the Vehicle's odometer. If the speedometer or odometer is broken, or shows signs of having been tampered with, the Guest shall pay for repair or replacement of the speedometer or odometer together with a rental charge per kilometre based on an average daily charge per kilometre calculated by reference to CanaDream Inc.'s experience with similar rentals, or based on actual kilometres travelled as determined by the tracking device installed in each Vehicle.

**16. Tickets/Fines.** The Guest is liable for all parking and traffic violations, toll fees and fines, and authorizes CanaDream Inc. to charge the Guest's credit card for all related costs including an administration fee as incurred by CanaDream Inc. to pay such charges on the Guest's behalf. Without limitation under any other provision of the Rental Agreement, the Guest shall be solely liable for and shall indemnify and hold CanaDream Inc. harmless from all fines, penalties and forfeitures arising from a breach by the Guest of any statute, law, ordinance, rule, regulation, or insurance policy provision that is applicable to the Vehicle or to the Guest's possession, use, driving, parking, storage, or transportation of the Vehicle.

**17. Accessories.** The Guest acknowledges receipt of convenience packages as indicated and will pay the cost of replacing equipment lost or damaged upon return of the Vehicle to CanaDream Inc.

**18. Return of Vehicle.** The Guest will return the Vehicle to CanaDream Inc. at the time and place specified on the first page of this Agreement, or earlier if demanded by CanaDream Inc. together with all tires, tools, accessories and equipment in the same condition as when received by the Guest, ordinary wear and tear excepted. Should the Vehicle be returned to a location other than specified on the first page of the Rental Agreement, the Guest agrees to pay the applicable one-way charge, or the cost of returning the Vehicle to the designated rental station, whichever is greater.

**19. Return in Clean Condition.** The Guest shall return the Vehicle in a clean condition with black and grey tanks empty or shall reimburse CanaDream Inc. for cleaning costs and a minimum charge of \$75 to empty black and grey tanks.

**20. Drop-off Charges.** Charges levied under this Agreement are not subject to reduction and the Guest is not entitled to a credit when the Vehicle is returned earlier than the drop off date specified on the rental agreement. There will also be no refund on any portion of unused, prepaid kilometres or for guest cell phone charges. If the vehicle is returned with more fuel than at pick up, the Guest will not be refunded for the cost of the additional fuel.

**21. Late Return.** In the event the Vehicle is returned at a time which is later than designated on Page 1 of this Agreement, the Guest shall pay CanaDream Inc. an amount calculated by multiplying the number of late hours by \$75; however, the said amount shall not exceed \$600 for each 24 hour period, or portion thereof, of such late return.

**22. Credit Card Vouchers.** The Guest shall leave with CanaDream Inc. on signature of this Agreement one or more signed credit card imprints with the dollar amount of the imprints left blank. The Guest authorizes CanaDream Inc. to hold these credit card imprints as security for payment of any amount payable by the Guest under this Agreement, and to complete the imprints by adding the totals of any charges or amounts payable to CanaDream Inc. by the guest and to process the completed imprints for payment by the Guest's credit card company or bank.

**23. Return on Demand.** CanaDream Inc. may demand the return of the Vehicle at any time and, if in CanaDream Inc.'s judgment such demand may not be complied with, or if there is any delay in compliance, CanaDream Inc. may forthwith repossess the Vehicle by use of any lawful means, without prior written warning to the Guest or the Guest's credit card company or bank.

**24. Repossession.** If this agreement contains any false statement provided by the Guest, or if the Guest omits to make known to CanaDream Inc. any information concerning the Guest or the Guest's intentions regarding the Vehicle that the

## CONDITIONS APPLICABLE TO RENTAL AGREEMENT WITH CANADREAM INC.

Guest may reasonably be taken to know is material to CanaDream Inc. when CanaDream Inc. is considering renting the Vehicle to the Guest, or if the Guest is in breach of any provision of this Agreement, CanaDream Inc. may forthwith repossess the Vehicle by use of any lawful means, without prior warning to the Guest and terminate this Agreement.

**25. Lawsuits.** The Guest shall permit CanaDream Inc. or its insurers and their counsel to have the sole and exclusive conduct in the name and on behalf of the Guest, and the cost of CanaDream Inc. or its insurers, of the defense of all lawsuits and proceedings that may be instituted against the Guest arising out of the Guest's use, possession, driving, parking, storage or transportation of the Vehicle, and any counterclaim that may be made by the Guest in any such lawsuits and proceedings. The right of CanaDream Inc. and its insurers to conduct the said lawsuits and proceedings shall include the sole and exclusive right to settle or abandon any such lawsuits or proceedings, and enter into binding agreement, or give good discharges, on behalf of the Guest for the purpose of entering into any settlement of, or abandoning, any such lawsuits or proceedings. The Guest shall co-operate fully with CanaDream Inc. and its insurers in taking all steps and in providing and obtaining all information and evidence that may be deemed necessary or desirable by CanaDream Inc. or its insurers for the purpose of the said lawsuits or proceedings and the conduct, settlement or abandonment thereof. The Guest hereby irrevocably appoints CanaDream Inc., or its said insurers, to be the true and lawful attorneys of the Guest to execute all documents and do or omit to do all such acts and things as the said attorneys may consider to be necessary or desirable in the circumstances in order to give effect to the rights conferred by this clause on CanaDream Inc. and its said insurers, and the power of attorney hereby conferred is deemed to be coupled with an interest.

**26. Indemnity.** The Guest shall defend, indemnify and hold CanaDream Inc. harmless from and against any and all losses, liabilities, damages, injuries, claims, demands, cost and expenses, arising out of or connected with the possession or use of the Vehicle while the Vehicle is in the Guest's possession, including but not limited to any and all claims or liabilities arising out of the abandonment, conversion, concealment or unauthorized sale of the Vehicle by the Guest or the Guest's drivers, agents or employee, or confiscation or seizure of the Vehicle by reason of any illegal or improper use of the Vehicle. **27. No Agency.** Neither the Guest nor any other driver of the Vehicle shall be, or represent him or herself to be, the agent, servant or employee of CanaDream Inc. for any reason or for any purpose.

**28. Governing Law.** This Agreement is governed by the law in force in the Province of Alberta and the Guest and CanaDream

Inc. irrevocably submit to the jurisdiction of the courts of the Province of Alberta.

**29. Severability.** If any provision (the "Invalid Provision") of this Agreement is void or unenforceable under the law applicable in any jurisdiction, the Invalid Provision shall be deemed to be severable from the remaining provisions of this agreement, which shall constitute a valid and binding agreement in that jurisdiction after deletion of the Invalid Provision. The existence of an Invalid Provision under the laws applicable in a jurisdiction does not affect the validity and enforceability of all the provisions of this Agreement (including the Invalid Provision) in any other jurisdiction where the Invalid Provision is not void or unenforceable.

**30. Multiple Units.** Where the Vehicle comprises a truck and camper or other Vehicles that are designed so that they may be physically separated in normal use, the provisions of this Agreement apply to each Vehicle separately and to both Vehicles taken together as the circumstances may permit. Truck and camper rentals may not be separated during the rental period and the Guest is responsible to a penalty of \$500 and all related costs due to damage if this occurs.

**31. Devices.** Devices rented from CanaDream Inc. are to be returned to the front counter upon drop off of the Vehicle. In the event a device or any accessory (e.g. suction cup, USB cable, charging cable, etc.) is lost or damaged, full replacement cost will be charged. CanaDream Inc. endeavours to provide the most current maps available from the GPS supplier, however assumes no responsibility and will not compensate for any expenses or charges (e.g. extra fuel, extra kilometres, etc.) incurred resulting from the Guest's use of out of date or incorrect maps. Refer to the iPad Rental Agreement for iPad related charges.

**32. Generator charges.** If your Vehicle is equipped with a generator, there is a fee for use of the generator. Not all CanaDream Inc. Vehicles have generators; a generator is in no way guaranteed for any reservation. If the generator is used during your rental, you will be charged a fee of \$15 times the number of rental nights to a maximum charge of \$150 plus applicable taxes. Separate conditions apply to winter rentals as outlined in the Winter Rental contract.

**33. CanaDream Club:** Any and all outstanding charges not paid in full will be deducted from the deposit or charged to the credit card security imprint on file.

**34. Tracking Device.** The Vehicle you are renting is equipped with a tracking device that uses technology to enable CanaDream Inc. and our financial partners to better manage and protect the Vehicles. Please note that they are able to monitor the location, mileage and trip history of Vehicles. We



## CONDITIONS APPLICABLE TO RENTAL AGREEMENT WITH CANADREAM INC.

respect your privacy and we will not share any of your personal information with anyone.

**35. Additional Services.** CanaDream Valet Service, CanaDream Peace of Mind Program, glass coverage and packages that include these items have conditions that supersede CanaDream Inc.'s standards specific to those items. Please refer to the applicable agreements for full details.

**36. Disposal From Black Water and Grey Water Tanks.** The Guest shall not drain, release or dispose of, or permit the drainage, release or disposal of, any harmful substances into the Vehicle's on-board black water or grey water storage tanks if the release or discharge of that substance into a sewage collection system in the jurisdiction in which the Unit is used or returned by the Guest would contravene municipal, provincial or federal law. The Guest understands and agrees that a breach of this covenant may result in fines or other administrative, criminal or quasi-criminal penalties being levied against CanaDream Inc. Accordingly, any breach of this covenant will give CanaDream Inc. a cause of action against the Guest for damages equal to any such fine or penalty.

**37. Child Seat Rentals.** The guest acknowledges that a child safety car seat is designed for use in a motor vehicle, but not necessarily recreational motor vehicles, and its use will help reduce the risk of some types of injuries to the user in the event of a motor vehicle collision, incident or impact but recognizes that serious injury or death can result from both low and high speed collisions, incidents, or impacts, even when a child safety seat is used.

THE GUEST FREELY ACCEPTS AND FULLY ASSUMES ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE CHILD SEAT. The Guest waives ANY AND ALL CLAIMS that the guest has or may in the future have against CanaDream Inc., and their directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that the guest may suffer, or that any child of the guest or any child that the guest is guardian of, may suffer, resulting from or arising out of any aspect of the use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES in respect of the design, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.

Guest will please initial this area to acknowledge that the guest has read, understands and agrees to the terms of Child Seat Rentals.

The undersigned guest accepts the terms of the Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guest's Signature