

**1. RENTER'S RESPONSIBILITY**

Renter agrees by renter's signature on the front of this agreement that renter has read, is aware of, and accepts full responsibility for and is bound by the terms and conditions contained in this agreement, which also consists of optional documentation provided to renter in connection with this agreement.

**2. DAMAGE TO VEHICLE**

Renter shall pay FRASERWAY RV LP for all damage and/or mechanical repairs to vehicle and accessories, regardless of fault, resulting from abuse and/or misuse and/or negligence. If the renter has complied with the terms of this agreement, the renter's liability for collision damage shall not exceed the amount stated in this agreement.

**3. PROHIBITED USE**

The vehicle referred to on the other side of this contract shall not be used, operated or driven:

- a) by anyone not named in this agreement
- b) by anyone whose driving ability is impaired by alcohol, drugs or fatigue
- c) in any speed contest
- d) in violation of any law
- e) for transporting persons for hire
- f) to tow or push any trailer or other vehicle, unless permission from FRASERWAY RV LP has been obtained
- g) on restricted roads, any forestry service (logging) road or off-road surface, unless permission from FRASERWAY RV LP has been obtained
- h) to carry explosives and/or flammable material
- i) for rehire

**4. REPORTING OF ACCIDENTS & THEFT**

Renter shall report any accident or theft involving the vehicle to the police and shall complete a written report at a FRASERWAY RV LP office as soon as possible.

**5. PAYMENT**

Renter shall pay FRASERWAY RV LP all charges incurred in connection with the rental. Renter agrees that if the person or company indicated by renter to be responsible for payment fails to make payment, renter on demand agrees to pay all charges.

**6. TICKETS, FINES, TOLLS & OTHER CHARGES**

Renter shall pay all fines, highway toll charges and other costs associated with traffic and parking violations issued during the rental period. FRASERWAY RV LP reserves the right to levy an administration fee of up to \$25.- in addition to the fine / toll charge etc., if the renter does not provide FRASERWAY RV LP with the ticket and payment during the rental period outlined in this rental agreement.

**7. REPOSSESSION**

FRASERWAY RV LP may terminate this agreement and repossess the vehicle at any time and place if the renter is in violation of any terms and conditions outlined in this agreement.

**8. PERSONAL PROPERTY**

FRASERWAY RV LP is not responsible for loss or damage of any property left in, upon or carried in the vehicle.

**9. TRUCKS AND CAMPERS**

The camper may not be removed from the truck at any time. Theft or damages incurred as a result of removing the camper from the truck are not covered by CDR or CDW.

**10. LOADS**

Renter agrees to pay FRASERWAY RV LP for any and all damage and/or mechanical repairs resulting from the vehicle being overloaded or improperly loaded, or resulting from an insecure load.

**11. REDISTRIBUTION**

If the renter returns the vehicle to any location other than the location indicated on the rental contract, the renter agrees to pay regular rates plus applicable redistribution charge or towing charge.

**12. REFUELLING**

The vehicle has to be returned with a full tank of fuel. If the renter does not refuel, the renter agrees to pay for having the vehicle refueled at market price plus a refueling charge of \$15.00.

**13. HOLDING TANKS**

Vehicle holding tanks requiring dumping by FRASERWAY RV LP staff will be subject to a service charge of \$25.00.

**14. CLEANING**

The vehicles must be returned clean. If the cleanliness of the RV is not up to Fraserway's standards, a cleaning charge of \$40.00 per hour will be levied.

**15. SMOKING**

Smoking is not allowed in any of our vehicles. Fraserway reserves the right to charge an additional fee of \$200.- if a vehicle returns smelling of tobacco smoke.

**16. LATE RETURN**

If the vehicle is returned late without Fraserway's permission, overtime hours are charged on an hourly basis until the daily rate is reached. The hourly rate is the daily retail rate divided by 4.

**17. EARLY RETURN / UNUSED KILOMETRES**

The renter is not entitled to receive any refunds for early returns or unused kilometers.

**18. UNATTENDED VEHICLE**

The vehicle shall not be left unattended unless the windows have been closed, the doors locked and the ignition key removed. If the vehicle is missing or stolen and the renter does not have the keys to return to FRASERWAY RV LP, the renter is totally responsible for the loss of the vehicle.

**19. TRAVEL RESTRICTIONS**

- Travel into Mexico is prohibited;
- Travel in Death Valley (California), is prohibited between June 1 and August 31;
- Non-public roads and off-road driving is prohibited at all times;
- Fraserway does not allow the vehicle to be left unattended by the renter in the city of Montréal, Quebec, Ottawa or New York. Violating this term will void the CDR and/or CDW agreements and make the renter liable in case of theft and/or damages.

**Restrictions are in place for the following Northern roads:**

**Yukon:** \* Canol Road (Hwy 6), North of Ross River – not covered by CDR or CDW  
\* Aishihik Lake Road – not covered by CDR or CDW  
\* Road between Dease Lake and Telegraph Creek – allowed with 4x4 trucks only

**Alaska:** \* Dalton Highway (Hwy 11), – Restriction in place between Coldfoot and Prudhoe Bay: (allowed with 4x4 trucks only between June 15<sup>th</sup> and Sep 15<sup>th</sup>)  
\* McCarthy Road, between Chitina and McCarthy – not covered by CDR or CDW

Fraserway reserves the right to limit travel on any roads or road sections based on changing conditions without notice. Information regarding vehicle replacement in case of breakdowns or accidents outlined in our terms and conditions (see reverse page) do not apply to the restricted roads.

**20. LARGE EVENTS**

The use of rental units for any large outdoor event may be subject to an additional deposit or surcharge. Vehicles for festivals and events must be explicitly requested at time of reservation. **Example:** for the Burning Man Festival a \$1,500 surcharge will apply. Failing to request at time of booking and travel without permission will result in a penalty of double the surcharge, void all CDR and/or CDW agreements.

**21. TRIP INTERRUPTION / CANCELLATION**

Fraserway shall assume no liability whatsoever in the event a booking or rental is cancelled, rescheduled, changed, postponed or interrupted due to a fortuitous event, act of God, unforeseen occurrence or any other event that renders performance of the rental impracticable, illegal or impossible.

**22. FINAL AUDIT**

All charges are subject to a final audit. If renter is overcharged or undercharged the renter will pay the corrected amount or receive a refund.

**1. LIABILITY COVERAGE**

FRASERWAY maintains liability coverage on all its rental vehicles to a maximum of CAD \$5,000,000.00 for any bodily injury and property damage liability claims arising from the operation or use of its rental vehicles, provided all safety instructions as recommended by FRASERWAY have been followed. Premiums for this Basic public liability coverage are included in all rental rates, which also include premiums for collision insurance and comprehensive insurance. Reduction and waiver agreements are subject to the express terms of this rental contract and are null and void if any of the terms of the rental agreement are breached.

**2. CDR – COLLISION DEDUCTIBLE REDUCTION AGREEMENT**

(Not available for rentals originating in Whitehorse between November 01 and March 31)

**A collision deductible reducer is available for CAD \$25.00 per day to a maximum of CAD \$750.00 per rental and provides the following benefits:**

- A. Optional CDR reduces the renter's responsibility for damages from CAD \$7,500.00 to CAD \$750.00 per occurrence (exceptions are listed under clause #4);
- B. CDR will guarantee the renter a replacement vehicle when the renter's vehicle becomes undrivable due to damage, even if the renter is at fault (unless the damage is a direct result of negligence, misuse or violation of restrictions). The replacement vehicle will be delivered to a location agreed upon by FRASERWAY and the renter and will be **dispatched** within 24 hours from the time the renter notifies FRASERWAY that the renter's vehicle has become undrivable. Delivery will be limited to a province/state, which borders the province in which the renter took delivery of the renter's vehicle. FRASERWAY is not obliged to deliver van conversions, C-Large, C-XLarge, Adventurer 4, MH27-SW, or A-Luxury motorhomes to the Yukon, Northwest Territories, Nunavut or Alaska. Any expenses for accommodation, food etc. are the renter's responsibility if the damage is the renter's fault;
- C. Damages and deductibles are subject to applicable taxes;
- D. In case the CDR is not purchased, Fraserway reserves the right to block the full deductible amount of \$7,500 on the customer's credit card (VISA, MC or AMEX).
- E. The following damages are covered under the CDR Reduction agreement (see exceptions under clause #4):
  - Motor vehicle accidents / Collision (including roof and underbody);
  - Hit and Run / Vandalism / Vehicle theft / Fire;
  - Damage due to break ins;
  - Tire damages;
  - Windshield damage;
  - General glass damage;
  - Impact with an animal;
  - Damages caused by back-up maneuvers;
  - Damages caused as a result of a natural disaster (hail, floods, storms);
  - Damages to the interior of the vehicle;
  - Replacement cost for lost keys or keys locked inside the vehicle.

**3. CDW – COLLISION DEDUCTIBLE WAIVER AGREEMENT**

(Not available for rentals originating in Whitehorse between November 01 and March 31)

**CDW is available for CAD \$12.00 per day. CDW reduces the renter's responsibility for damages covered by the CDR agreement from CAD \$750.00 to ZERO. This agreement is available only in combination with the CDR agreement.**

The following damages are covered under CDW with \$0.- (ZERO) deductible (exceptions are listed under clause #4):

- Motor vehicle accidents / Collision (including roof and underbody);
- Hit and Run / Vandalism / Vehicle theft / Fire;
- Damage due to break ins;
- Tire damages;
- Windshield damage;
- General glass damage;
- Impact with an animal;
- Damages caused by back-up maneuvers;
- Damages caused as a result of a natural disaster (hail, floods, storms);
- Damages to the interior of the vehicle;
- Replacement cost for lost keys or keys locked inside the vehicle.

Initials:

**4. Exceptions:**

**The CDR and CDW agreements are null and void in the event of the following occurrences.**

- Damage was caused as a result of negligence / willful damage;
- Damage was caused as a result of people using the vehicle without permission (not registered on the rental agreement);
- Failure to maintain proper fluid levels;
- Damages caused by using the wrong fuel or wrong fluids;
- Failure to maintain proper tire pressure;
- Damage due to misuse of the brakes (overheating), transmission or any other parts of the power train;
- Damage due to violation of restricted travel areas (see clause #19 in our terms & conditions);
- Damages caused by ignoring height restrictions and other road signs;
- Driving under the influence of alcohol, drugs and/or other substances;
- Damages caused as a result of travelling on ice roads;
- Damages caused as a result of the use of snow chains;
- Result of vehicle malfunction or damage consequent of deliberate and/or willful damage caused by an undetermined person or persons, and in accordance with the Rental Agreement signed by the renter.

**Charges for towing or recovery of a vehicle not arranged through Roadside Assistance (Ford / Dodge / Chevrolet) are not covered under the CDR or CDW agreement unless the renter can prove that contact with Ford / Dodge / Chevrolet was established and service was declined.**

**Theft, loss or damage of personal property and personal injuries are the renter's responsibility.**

**5. SECURITY DEPOSIT**

A damage deposit equal to the amount of the deductible (\$7,500 or \$750) is required at the time of departure, authorizing the amount on a major credit card (VISA, MC or AMEX).

**In the event of an accident, FRASERWAY will retain the security deposit until the motor vehicle insurance company determines liability for the accident. If the motor vehicle insurance company notifies FRASERWAY that the renter is not at fault, FRASERWAY agrees to reimburse the security deposit immediately after receiving notification from the motor vehicle insurance company.**

**6. EXCHANGE RATE VARIATIONS**

Fraserway cannot be held responsible for exchange rate variations while a security deposit is being held.

**7. INSURANCE COVERAGE THROUGH A THIRD PARTY**

If the renter is covered for damages through a third party insurer, he/she agrees to pay Fraserway for all damages upon return. It is the renter's responsibility to re-claim the amount from his/her third party insurer, Fraserway will not claim the amount on the customer's behalf. It is the renter's responsibility to examine his/her own policy to ensure that all damages are covered.

**8. REPORTING OF DAMAGES / ACCIDENTS**

Any damages and/or injuries involving a third party (vehicle, person and/or property) must be reported to the police immediately. All damages must be reported to Fraserway as soon as possible.

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**By providing my signature below, I indicate that I have read and understood all terms and conditions.**

Rental Agreement#:

Renter's Name:

Renter's Signature:

Date: