

TERMS & CONDITIONS



General Principles: The Terms & Conditions outline Guest responsibilities relating to the vehicle and limits and waives Guest rights in some circumstances. It is important to read and understand these conditions. These conditions form a part of the Rental Agreement between Overland Yukon Inc. and the Guest relating to the Vehicle identified by a unit number on the first page of this Rental Agreement. The Guest is the person or corporation who is identified as the Customer on the first page.

Legal Compliance: The Guest shall comply with all laws and regulations that govern; The driving, parking, storage and transportation of the vehicle. The movement of the vehicle. Any person or item being transported in the vehicle across jurisdictional borders.

Insurance: Overland Yukon Inc. shall provide a third-party automobile liability insurance policy. (Collision and Comprehensive coverage). Guest deductibles can be seen on the document titled Insurance Coverage Plan. The Guest agrees to assume personal liability for injury to persons and/or damage to property where the vehicle is driven in prohibited are or used in a manner not permitted, as stated under the Terms & Conditions, Use of Vehicle clause.

Guest Obligations: 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 Overland Yukon Inc. The Guest ensures that all reasonable care will be taken to safeguard the Vehicle from theft and damage.

Drivers: The Vehicle may be driven during the rental term only by the person's named in the Rental Agreement and if they hold current full valid driver licence. If a Guest does not have a valid English driver licence an international driver licence is required.

Maintenance: While the Vehicle is in the Guests possession, the Guest is responsible for ensuring the Vehicle is sensibly operated and maintained. This includes ensuring; The oil, fluid and coolant is maintained at the proper level. Only the fuel type specified for the Vehicle will be used. Tires are maintained to proper pressure levels.

Repairs: The Guest shall not arrange or undertake any repairs or salvage without Overland Yukon Inc.'s written consent. The Guest may proceed with and Overland Yukon Inc shall reimburse the Guest for the cost of; maintaining the Vehicles oil, fluid and coolant levels. Reimbursement by Overland Yukon Inc shall be made upon the Guest providing original receipts. The Guest shall not make any repairs or modifications to the Vehicle other than what is permitted in this paragraph. The Guest shall not, in any event, allow any lien to be placed upon the vehicle. The Guest agrees to pay any and all unauthorized charges in connection to repairs.

Breakdowns: If the Vehicle is inoperable due to a mechanical breakdown for a period longer than 48 successive hours, Overland Yukon Inc. shall allow the Guest a credit equal to the period during which the Vehicle is inoperable, provided the breakdown does not result from the Guest breaching this agreement. Overland Yukon Inc shall not be liable for any other costs or damages suffered by the Guest as a result of a mechanical breakdown.

Substitutions: The Vehicle may, at Overland Yukon Inc.'s sole discretion, be an equivalent Vehicle than the Vehicle for which a reservation is made by the Guest. Where there is a substitution, there will be no extra charge or refund to the Guest.

Incidents (Damage, Accidents & Vandalism): Any incident, theft or vandalism involving the Vehicle or its passengers shall immediately be reported by the Guest to Overland Yukon Inc. and the Police in the jurisdiction where the incident happened. The Guest must provide to Overland Yukon Inc every process, pleading, notice or paper of any kind received by the Guest, driver or passengers relating to any claim, suit or connection with any incident involving the Vehicle. The Guest shall cooperate with Overland Yukon Inc. and its insurers.

Failure to report any incident within 24 hours will void liability protection. Guests who do not provide a written accident report and Police file number or who make a false claim, will void their insurance coverage and will be responsible for the cost of all repairs or replacements resulting from damages.

Use of the Vehicle: Any use of the Vehicle as prohibited in this clause will; Breach this agreement. Remove any limitation of the Guests responsibility for loss or damage to the Vehicle. Make the Guest 100% responsible for damages, costs, legal fees, loss of use and diminished value resulting from the breach. Void all insurance protection in this agreement subject to applicable law.

The Guest shall not allow the Vehicle to be operated or driven; Outside the Guests authority. By any person not the holder of a valid driver licence in the jurisdiction where the Vehicle is being driven. By a person other than the Guest or a person who is designated in this Agreement as an authorized driver. While doors are open. While the rooftop tent is unfolded. To transport any kind of animal in the Vehicle. Allow any person to smoke in the Vehicle or Rooftop Tent. For the transportation of a person or property for hire. In any event, race or rally. To propel or tow any vehicle, carrier or object. Outside the Yukon, British Columbia or Alaska. In a prohibited travel area or road. In any illegal activity or commission of a crime. By any person under the influence of drugs, alcohol or intoxicants. For the illegal transportation of any prohibited and restricted substance. With the transport of more passengers than the maximum specified in the certificate of loading. If the vehicle is loaded beyond capacity. When use will cause damage to the Vehicle (flat tire, warning lights, etc). The restrictions listed are cumulative and apply to every use of the Vehicle.

Smoking: All our Vehicles and Rooftop Tents are smoke free. Detection of any smoke related odors or damage will result in additional charges. Do not smoke in the vehicle and keep all doors and windows closed when near camp fires. Do not have a camp fire directly under the roof-top tent or awning. Smoke damages and odors to the roof-top tent and add-on equipment will result in additional charges.

Pets: Pets are not allowed in the Vehicle or Rooftop Tent. Full detail cleaning charges will be applied for any evidence of pets in the vehicles and/or roof-top tents.

Guest Property: The Guest acknowledges the Vehicle does not constitute a secure place and does not hold Overland Yukon Inc. liable for any loss or damage to any such property.

Overland Yukon Inc. recommends the Guest purchase their own insurance for any property

Payments: The Guest shall pay Overland Yukon Inc. on demand all charges at the rates outlined in the Rental Agreement. The Guest acknowledges that they shall be liable at the end of the rental period to pay Overland Yukon Inc any applicable additional charges as outlined in the Rental Agreement, Terms & Conditions and Insurance Terms. If the Guest has requested charges be billed to another person and such person fails to make payment when due, the Guest shall pay such charges. Overland Yukon Inc may retain the Guests deposit to cover any amount due or that may become due. Charges not known to Overland Yukon Inc. are payable by the Guest to whom will be billed immediately upon receipt of an invoice. The Guest agrees their credit card can and will be charged for these types of debts. The Guest authorizes Overland Yukon Inc. to reserve credit with the card issuer in an equal amount to all estimated charges at the time of the rental. Overland Yukon may audit all charges. If any errors are found, the Guest will pay the correct charges. If payments were made by Credit Card, the Guest authorizes Overland Yukon Inc to correct such charges with the card issuer. Overland Yukon Inc. will notify the Guest of any corrections.

Accounts Payable: Any and all outstanding charges not paid in full will be deducted from the Guests deposit or credit card imprint.

Distance Charges: Distance is calculated in kilometers (KM) and shall be determined by reference the Vehicles odometer reading upon pick up and return of the Vehicle. Each rental includes 200KM's per day. If you use more than 200KM per day, each additional KM driven over that allotment will be charged at \$0.40/KM. It is a criminal offense to tamper with the speedometer or odometer. If there are signs of the Vehicle speedometer and odometer being tampered with, or they are broken, the Guest shall pay for repair or replacement. In addition, the Guest will pay distance charges based on an average kilometre/day as per Overland Yukon's experience and similar rentals.

Traffic Offenses: The Guest is liable for all violations related to traffic and parking offenses and authorizes Overland Yukon for all related costs. The Guest shall be exclusively liable and indemnify and hold Overland Yukon Inc harmless from all fines, penalties or forfeitures arising from a Guest breach of any law, regulation or insurance policy provision applicable to the Vehicle or the Guest. The Guest authorizes Overland Yukon Inc. to charge an administration fee of \$50 to pay any charges on the Guests behalf.

Add-Ons: The Guest acknowledges receipt of rental add-ons as indicated on the Rental Agreement and will pay the cost of replacing lost or damaged equipment. Upon drop-off of the Vehicle, all equipment, device and accessory must be returned. In the event any rented item is lost or damaged, full replacement costs will be charged.

Vehicle Accessories: The Guest shall not remove or separate any Vehicle modifications and equipment. The Guest is responsible to pay all related costs due to damage or re-installations.

Return of Vehicle: The Guest shall return the Vehicle to Overland Yukon Inc. at or before the specified time and to the agreed upon rental drop-off location described in the Rental Agreement. If Overland Yukon Inc. demands an earlier drop off date and time, the Guest agrees to comply. The Guest must return the Vehicle with all tires, tools, modifications, accessories and equipment in the same condition as when the Guest received the Vehicle. If the Guest does not comply with this clause, and does not immediately return the Vehicle, Overland Yukon Inc. may report the Vehicle as stolen to the Police and the Guest must compensate Overland Yukon Inc. for either full cost of the Vehicle and equipment or all additional costs and losses incurred up to the time the Vehicle is recovered. Should the Guest return or drop-off the Vehicle in another location than what is stated in the Rental Agreement, the Guest agrees to pay the cost of Overland Yukon Inc recovering and returning the Vehicle.

Late Returns: If the Guest returns the Vehicle at a later time than what is stated in the Rental Agreement, the Guest shall pay Overland Yukon Inc \$100 for every hour the Guest is late. This amount shall not exceed \$500 for every 24-hour period. In addition, if a late return affects another party's rental experience, the Guest agrees to pay losses incurred.

Credit Cards: Upon signing this agreement, the Guest shall leave Overland Yukon Inc. a valid credit card imprint. The Guest authorizes Overland Yukon Inc. to process the imprinted credit card for payment of any amount payable under this agreement by the Guest to Overland Yukon Inc.

Return on Demand: Overland Yukon Inc. may demand the Guest to return the Vehicle at any time. If the demand is not complied with, in Overland Yukon Inc sole judgement, Overland Yukon Inc may repossess the Vehicle without warning.

Repossession: If the Guest makes any false statements and omits information to Overland Yukon Inc. or breaches this contract, Overland Yukon Inc. may repossess the Vehicle without warning and terminate this Agreement.

Lawsuits: The Guest agrees to indemnify and hold harmless Overland Yukon Inc., its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the Guest to comply with any covenant or agreement made by the Guest herein or in any other document furnished by the Guest to any of the foregoing in connection with this transaction.

Identification: The Guest or any other driver shall never present himself or herself to be an agent or employee of Overland Yukon Inc.

Governing Law: This Agreement is governed by law in the Yukon Territory. All parties succumb to jurisdiction of the Yukon Territorial courts.

General Liability: The Guest freely accepts and fully assumes all risks, dangers and hazards associated with the use of the vehicle. The Guest waives any and all claims that the Guest has or may in the future have against Overland Yukon 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, 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.

Privacy: The information requested from the Guest is to enable Overland Yukon Inc to assess the Guest's rental request. The Guest acknowledges Overland Yukon Inc. will collect, hold and use the Guest's personal information for purposes related to the Vehicle rental and the provision of customer services, including direct marketing and assessing customer satisfaction with products and services provided by Overland Yukon Inc. The Guest acknowledges personal information may be disclosed to debt collection agencies in the event the Guest defaults in the payment of any monies owed to Overland Yukon Inc. or other parties involved in an accident with the Vehicle and Guest.