

## TERMS OF SERVICE

I, the undersigned, am authorized as the Customer to enter into this Rental Agreement with the Company and, in connection therewith, acknowledge that I have read, understand and agree to be bound by the Company's Terms Of Service, a copy of which has been provided to me and which form part of and are expressly incorporated by reference within this Rental Agreement.

I, the undersigned Customer, hereby authorize the Company to process the credit card provided in connection with the rental for the payment of any and all fees, expenses, deposits and charges, including all parking violations, traffic violations, toll charges, damages to and loss of the Vehicle, or otherwise incurred pursuant to the terms of the Rental Agreement and as further set out in the Terms and Conditions.

Other than in respect to those persons so signing this Rental Agreement, I, the undersigned Customer, hereby agree that no other party or parties will drive or operate the Vehicle.

### 1. Definitions

- a) "Company" means business number 71580 7509 B.C. doing business as Maple Overland.
- b) "Customer" means the party or parties executing the Rental Agreement for the rental of the Vehicle or the Equipment.
- c) "Rental Agreement" means the agreements between the Customer and the Company governing the rental of the Vehicle and the Equipment, which includes the rental document the Customer receives when given access to the Vehicle and the Equipment, these Terms and Conditions (which are expressly incorporated by reference therein), the Inspection Report, the Release of Liability, Waiver of Claims and Assumption of Risks and all other invoices, documents and policies (whether electronic or otherwise) sent to the Customer in connection with the rental of the Vehicle
- d) "Vehicle" means the motor vehicle and any ancillary equipment thereto as may be rented by the Customer from the Company, as described in the Rental Agreement, and which shall include all tires, tools, keys, key fobs, plates, roof-top tents, accessories, documents, and other products or items of property provided by the Company with the motor vehicle.
- e) "Equipment" means the equipment other than the Vehicle as may be rented by the Customer from the Company, as described in the Rental Agreement.
- f) "Inspection Report" means the vehicle or equipment inspection report summarizing the condition of the Vehicle or Equipment which is to be jointly completed by the Customer and the Company at Pick-Up (as defined herein).

### 2. Vehicle and Equipment Rental

The Customer agrees to rent the Vehicle and Equipment from the Company during the period of time so specified on the Rental Agreement (the "Rental Term"). The Customer hereby acknowledges that the rental of the Vehicle and Equipment is solely a transfer of possession and not of ownership.

### **3. Pick-Up**

The Customer shall take possession of the Vehicle and the Equipment from the Company at the Company's place of business between 2:00 and 5 pm (Squamish time, PT zone) unless otherwise specified on the date as specified in the Rental Agreement (the "Pick-Up").

In connection with Pick-Up, the Customer acknowledges and agrees that the Vehicle and the Equipment are delivered to the Customer in good operating and roadworthy condition, without any damage or defects (mechanical or otherwise) other than those noted in the Inspection Report.

The Company, in its sole discretion, may refuse to rent the Vehicle or the Equipment to any Customer if the Company has any concerns about the intended uses or the Customer's ability to operate the Vehicle or the Equipment.

At Pick-Up, each Customer will present to the Company an original, valid drivers' license (a "License"), a copy of which shall be retained by the Company in accordance with its Privacy Policy. It is a condition precedent to each rental, for the sole benefit of the Company, that the Company is able to verify, to its sole satisfaction, that each Customer's License has been validly issued to that Customer and is in good standing (not suspended, revoked or otherwise restricted in any way). The Company reserves the right to deny the rental of the Vehicle and terminate this Agreement if the Customer's driving history is not to the satisfaction of the Company. The Company, in its sole discretion, may refuse to rent the Vehicle to any Customer if the Company determines that there are any deficiencies with the Customer's License or driving history, including with respect to authenticity, validity or good standing.

### **4. Drop-Off**

The Customer shall return the Vehicle and the Equipment to the Company at the Company's place of business between 8:00 and 10:00 pm (Squamish time, PT zone), or such other time as may be specified, on the date as specified in the Rental Agreement (the "Drop-Off"). The Company, in its sole discretion, may charge the Customer a late fee for every hour or part thereof that the Vehicle or Equipment is returned after the time so specified in the Rental Agreement. The late fee for a Vehicle and the Equipment shall be \$50.00 per hour (+ 2 coffee and 2 sandwiches from Peak Provision, the café across the Maple Overland office) unless otherwise specified in the Rental Agreement. The Company shall not be required to refund any part of the Rental Fee (as hereinafter defined) in the event of an early return of a Vehicle or Equipment.

In connection with the Drop-Off, the Customer shall return the Vehicle and the Equipment to the Company in the same condition, ordinary wear and tear expected, and to the same level of cleanliness that the Customer received it at Pick-Up. In its sole discretion, the Company may charge a cleaning fee in the amount of \$100.00 or such other amount based on cleaning expenditures actually incurred by the Company, whichever is greater, to the Customer in the event that any stains, dirt, odor or soiling attributable to the Customer's use cannot be cleaned by the Company as part of its expected, routine cleaning procedures.

The Customer will return the Vehicle to the Company with a full tank of fuel, in accordance with the type and grade as specified in the Vehicle manual, or will otherwise be required to reimburse the Company for all fuelling costs incurred by the Company plus an additional 10% surcharge thereon.

### **5. Rental Rates**

In exchange for the use of the Vehicle or the Equipment during the Rental Term, the Company will charge to the Customer a rental fee (the "Base Fee"), which the Company will assess on a per-night basis, as set out in the Rental Agreement. The minimum rental period is three (3) nights. In addition to the Base Fee for rental of the Vehicle, the Company will charge \$9.00 for the Satellite Messenger (if Customer owns one he will be refunded on the pick up day when showing his own active Satellite Messenger) for each Vehicle rented during the Rental Period to the Customer (the "Insurance Fee" and together with the Base Fee, the "Rental Fee").

Unless the Customer has purchased an additional mileage package from the Company, the Customer may drive the Vehicle up to 250 kilometers per night, as assessed in the aggregate over the entirety of the Rental Term (the "Mileage Limit"). Subject to any additional mileage purchases, the Company will charge the Customer an additional mileage fee of \$0.40 per kilometer for each kilometer that the Vehicle is driven in excess of the Mileage Limit (the "Mileage Fee"). The parties agree that the Mileage Fee, if any, will be calculated based on the difference between the Vehicle's odometer reading at the time of Pick-Up and again at the time of Drop-Off.

## **6. Insurance**

The Company will ensure that any rented Vehicle is covered with a minimum of \$500,000 (basic insurance) Third Party Liability insurance, as provided by the Insurance Corporation of British Columbia ("ICBC"), together with Comprehensive Damage and Collision insurance in accordance with industry standards and as further set out within the copy of the insurance policies provided within the Vehicle. In connection with the Company's obligations to its insurer, the Customer authorizes the Company to provide a copy of each License to ICBC together with all such other personal information relating to the Customer as ICBC may require.

The Customer acknowledges that the aforementioned insurance coverage obtained by the Company is mandatory, non-negotiable and cannot be waived in connection with the rental of the Vehicle.

The Customer acknowledges and agrees that, notwithstanding the insurance coverage provided by the Company, it will remain liable for any and all loss of or damage to the vehicle during the rental term. See Section 10 – Damages & Damage Deposit.

The Customer may, in its sole discretion, purchase additional insurance coverage from Maple Overland or third party agency. In the event that the Customer's obligations with respect to damage or loss hereunder is covered by any insurance or benefits provided to the Customer by a third party, the Customer authorizes the Company to contact such third party provider directly on the Customer's behalf and the Customer assigns all such benefits directly to the Company to recover all consequential and incidental damages, including but not limited to the repairs of the Vehicle, incidental loss and other costs and expenses as set out in Section

## **7. Payment**

At the time of booking the Vehicle, the Customer will pay to the Company a deposit equal to 50% of the Rental Fee, fully creditable against final payment, to confirm the reservation (the "Rental Deposit"). The Customer will pay the balance of the Rental Fee to the Company no later than 45 calendar days prior to Pick-Up.

The Customer will pay the full amount of any Mileage Fee owing to the Company at the time of Drop-Off. If booking is made shorter than 45 days prior to Pick-Up, than the remaining 50% will debited automatically.

- The Customer will make all payments owing under the Rental Agreement by major credit card (American Express, VISA, Mastercard) or by such other form of payment as the Company may agree. In addition to all amounts owing under the Rental Agreement, the Customer is responsible for the payment of all applicable taxes including, but not limited to, Provincial Sales Tax, Provincial Rental Vehicle Tax and Federal Good & Services Tax. All amounts herein are expressed in, and shall be paid in, Canadian dollars based on exchange rates at the time of booking. Any payment by the Customer using a non-Canadian credit card may be subject to exchange rates and currency conversion fees, as charged by applicable financial intermediaries, the payment of which shall be the sole responsibility of the Customer.

## **8. Cancellation**

There is a one-night non-refundable deposit for all cancellations

- The Customer may cancel a Vehicle reservation, with a one-night non-refundable deposit, by giving at least 60 calendar days notice before pick-up, in which case the Company will return the Rental Deposit in full, less any credit card and/or online payment processing fees.
- If the Customer cancels a Vehicle reservation within 60 days prior to the pick-up but with at least 30 calendar days, 50% will be charged of the total invoiced amount.
- Cancellations within 30 days prior to the pick-up but with at least 14 calendar days, 75% will be charged of the total invoiced amount.
- The Company will not be required to refund any amount of the Rental Deposit or other amounts so paid pursuant to this Rental Agreement if the Customer cancels a reservation on less than 14 calendar days notice prior to Pick-Up.

There is a one-night non-refundable deposit for all cancellations. There are no refunds for cancellations made less than 14 days prior to arrival. This includes all "No Shows" and "Early Departures". Cancellations must be made through e-mail.

The Company may, for valid business reasons, including, but not limited to, the unavailability of vehicles, cancel the reservation by a Customer of a Vehicle or Equipment at any time prior to the Customer taking possession of the Vehicle, in which case the Company will refund the Customer for all amounts paid under this Rental Agreement. In the event of any cancellation by the Company will not be responsible for, and the Customer will not hold the Company liable for, any damages, loss, costs or expenses that the Customer may incur as a result of the cancellation.

The Company is not responsible for, and the Customer will not hold the Company liable for, any loss on refunds that the Customer may incur as result of any exchange rate fluctuations between the time of payment and the time of such refund or for any financial institution processing fees.

## **9. Driving Restrictions**

The Customer agrees that during the Rental Term the Vehicle will only be operated by each Customer who has executed the Rental Agreement. The Customer represents and warrants to the Company that he or she is at least twenty-five years of age (25), is authorized to drive in British Columbia, and is a capable and validly licensed driver with sufficient experience to safely and legally operate the Vehicle in any terrain over which the Customer may elect to drive it.

The Customer will ensure at all times during the Rental Term that the Vehicle will not be driven, operated or used:

- a) by anyone other than each Customer specifically named as a party to the Rental Agreement;
- b) by anyone whose driving ability is impaired in any manner whatsoever, including by alcohol, drugs or sleep deprivation (refusal to perform any test of impairment lawfully requested will, for the purposes of this Rental Agreement, be deemed to be proof of such impairment);
- c) to carry more people than the number of passengers is provided in the reserve;
- d) in an abusive, reckless or wanton manner or in any manner that a reasonable person would determine to be unsafe for the conditions in which the Vehicle is being operated;
- e) in violation of any law including, but not limited to, the Motor Vehicle Act (British Columbia), the Criminal Code (Canada) and any equivalent legislation of another jurisdiction to which the Customer and Vehicle may be subject;
- f) for transporting persons for hire, for business purposes or in any manner which may be interpreted as a commercial operation;
- g) if the Customer suspects, or reasonably should suspect, that the continued use of the Vehicle would cause it damage;
- h) for the purposes of camping at any music festivals or events or gatherings similar thereto; or
- i) in violation of any terms of this Rental Agreement.

Specifically with respect to terrain, the Customer will ensure at all times during the Rental Term that the Vehicle will not be driven, operated or used:

- j) other than on paved roads or reasonably appropriate dirt, gravel or off-road surfaces sufficient for the safe and legal passage of the Vehicle. The Company makes no representations or warranties that the Vehicle is appropriate for any particular conditions or circumstances;
- k) in any stream, creek, river, lake, ocean, sea or other body of water that is deeper than the radius of the wheel of the Vehicle; or
- i) outside of the Province of British Columbia without the prior written consent of the Company;

THE COMPANY MAY IMMEDIATELY TERMINATE THE CUSTOMER'S RENTAL OF THE VEHICLE UNDER THIS RENTAL AGREEMENT IN THE EVENT OF A BREACH OF ANY OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS OF THIS SECTION 9. IN THE EVENT OF SUCH TERMINATION, EACH CUSTOMER WILL BE JOINTLY AND SEVERALLY LIABLE TO THE COMPANY FOR ALL DAMAGES, LOSSES, PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT THE COMPANY MAY INCUR AS A RESULT OF ANY SUCH BREACH.

## **10. Repossession**

The Company may, in its sole discretion and without notification to the Customer, repossess the Vehicle at any time for reasons that include, but are not limited to, the termination of this Rental Agreement by the Company or the apparent abandonment of the Vehicle. If the Company elects to exercise its right of repossession, the Company may take any actions reasonably necessary to obtain possession of the Vehicle, including remotely disabling the engine, remotely locking the doors and tracking the location of the Vehicle through GPS tracking systems or other similar devices, if any, that may be equipped or connected to the Vehicle.

If the Vehicle is repossessed, the Customer agrees to reimburse the Company for all actual and reasonable costs incurred by the Company in connection therewith. The Customer agrees that such costs may, at the election of the Company, be deducted from the Damage Deposit by charging the credit card provided by the Customer to rent the Vehicle and the Customer will pay any amounts in excess of the Damage Deposit to the Company on its demand.

## **11. Vehicle Security**

During the Rental Term, the Customer will keep the Vehicle and all keys (or key fobs) provided by the Company thereto in its possession and will not, unless otherwise required by law, allow any third party to take custody of the Vehicle. When not in use, the Customer will lock and secure the Vehicle, its contents, and any external accessories and remove the keys (or key fobs) therefrom. Any loss of the keys (or key fobs) provided by the Company to the Customer will result in an additional charge to the Customer of \$500.00 per lost set which the Company may deduct from the Damage Deposit by charging the credit card provided by the Customer.

The Company is not responsible for, and the Customer will not hold the Company liable for, any loss of, theft, or damage to any property of the Customer or third parties that may be left in, upon or carried within the Vehicle. The Customer will be responsible to the Company for claims by any third parties for loss or damage caused by the Customer's property.

## **12. Fines, citations, penalties and toll**

The Customer will pay or reimburse the Company for all fines, citations, penalties, tolls, violations or infractions, whether traffic, parking or otherwise, and any other fees or levies similar thereto, together with any towing expenses, storage liens or charges incurred as a result of the rental of the Vehicle under this Rental Agreement. The Company may, in its sole discretion, pay all tickets, citations, fines, penalties, tolls, levies and interest on the Customer's behalf directly to the appropriate authority, in which case the Customer will thereafter reimburse the Company for all amounts paid to such authority, or their designated agents, together with an administrative fee of \$50.00 and any legal fees and expenses that the Company may have incurred in connection therewith. The Customer hereby authorizes the Company to deduct the amount of any such fines, penalties, interest, and court costs for parking, traffic, toll and other violations from the Damage Deposit by charging such amounts to the credit card provided by the Customer and will pay any amounts in excess of the Damage Deposit to the Company on its demand.

The Customer agrees and acknowledge that the Company will, to the fullest extent required, cooperate with all federal, provincial, municipal and local officials charged with enforcing infractions and will provide to such authorities any information relating to the Customer, the

Vehicle or this Rental Agreement as may reasonably be requested, subject to applicable laws.

### **13. Waiver of Liability**

The Customer acknowledges that, in connection with the rental of the Vehicle or Equipment, he or she is voluntarily participating in an outdoor activity that involves extreme risks, dangers and hazards for which severe bodily injury, illness or death may result. The Customer acknowledges that even though the Vehicle may have safety and protection features or purposes, injury, illness, death or property damage may still occur despite the correct and intended use of Vehicle or Equipment.

The Customer represents and warrants to the Company that they have the sufficient skill, knowledge and training to participate in such outdoor activity in a safe and legal manner and that, in this regard, the Customer is solely relying on their own experience and expertise and not that of the Company, including, but not limited to the inspection, condition, or suitability of the Vehicle or Equipment for any particular use. The Customer hereby assumes all risks and does hereby release the Company, its subsidiaries, parent companies and affiliates, and each of their respective current, former or future directors, officers, employees, contractors, agents, representatives, instructors, shareholders, successors and assigns from any and all liability, claims and causes of action arising from, as a result of, or in connection with the use and operation of the Vehicle or the Equipment due to any cause whatsoever, including without limitation, negligence (including negligence of the Company or any other Releasee or user of the Vehicle or Equipment), the failure of the Vehicle or Equipment, the insufficiency of the Vehicle or Equipment for any particular use or circumstance, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise.

IT IS A CONDITION PRECEDENT TO THIS RENTAL AGREEMENT, FOR THE COMPANY'S SOLE BENEFIT, THAT, PRIOR TO PICK-UP, THAT THE CUSTOMER EXECUTE AND DELIVER TO THE COMPANY A FULL WAIVER AND RELEASE OF LIABILITY IN SUCH FORM AS THE COMPANY MAY DEEM ACCEPTABLE.

### **14. Indemnification**

The Customer shall defend, indemnify, and hold the Company and its directors, officers, employees or consultants harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by the Company or its directors, officers, employees or consultants in any manner from this Rental Agreement or from the use of the Vehicle or Equipment by the Customer or any other person, including claims of, or liabilities to, third parties. The Customer may present a claim to its third party insurance carrier, if any, for such events or losses; but in any event, the Customer shall have final responsibility to the Company for all such losses.

THE CUSTOMER HEREBY WAIVES ANY CLAIM AGAINST THE COMPANY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL OF THE VEHICLE, EQUIPMENT OR OTHERWISE UNDER THIS RENTAL AGREEMENT.

### **15. GPS Tracking Device**

The Customer acknowledges that the Vehicle may be equipped or connected with a GPS tracking device and/or other similar communication services devices. The Customer hereby authorizes the Company to use any such device for which the Vehicle may be equipped or

connected: (i) to track or locate any Vehicle which may be late for Drop-Off, reported stolen, suspected of being lost, stolen, abandoned or requiring roadside assistance; (ii) as required or requested by law enforcement; (iii) if the Company has a good faith belief that there is an emergency that poses a threat to the safety of the Customer or another person; or (iv) as necessary to defend, protect or enforce the Company's rights in connection with this Rental Agreement. The Customer hereby waives, to the greatest extent permitted by law, any rights of privacy or confidentiality as to the places where the Vehicle may be driven while rented to the Customer.

#### **16. Smoking**

The Customer agrees that smoking, including the use of cigarettes, cigars, pipes, e-cigarettes, vaping or cannabis products, is strictly prohibited within the Vehicle or Equipment. The Customer will pay an additional cleaning fee of \$500.00 to the Company, which the Company may deduct from the Damage Deposit by charging the credit card provided by the Customer, if the Vehicle or Equipment is returned and it smells of or is soiled from smoke or vapor.

#### **17. Animals**

Subject to the prior approval of the Company, the Customer may allow pets within the Vehicle and roof-top tents. The Company may, in its sole discretion, charge to the Customer a \$50.00 pet cleaning fee, in addition to any other cleaning fees that the Customer may be required to pay under this Rental Agreement, in the event of any excess soiling of the Vehicle that the Company may determine, in its sole discretion, has been caused by an approved pet. The Company may deduct any such pet cleaning fee from the Damage Deposit by charging the credit card provided by the Customer.

#### **18. Privacy Policy**

The Company will retain all personal information provided by the Customer in accordance with the terms of its privacy policy, which are expressly incorporated by reference herein and can be viewed on the Company's website at [www.mapleoverland.ca/privacy-policy](http://www.mapleoverland.ca/privacy-policy)

#### **19. Assignment**

The Company may assign any of its rights under this Rental Agreement, in whole or in part, to any other person. The Customer may not transfer or assign any of its rights or obligations under this Rental Agreement to any other person without the prior written consent of the Company.

#### **20. No Waiver**

Any failure or delay by the Company in exercising its rights under this Rental Agreement will not operate as a waiver of that right. A single or partial waiver of any right by the Company will not preclude the Company from any other or further exercise of that right or the exercise of any other right available to it under this Rental Agreement. No waiver by the Company of any breach of any provision of this Rental Agreement will be effective or binding unless made in writing and, unless otherwise provided in such written waiver, will be limited to the specific breach so waived.



**21. Severability**

Each of the provisions contained in this Rental Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Rental Agreement invalid or unenforceable in any respect.

**22. Remedies**

The rights, remedies, powers and privileges herein provided to the Company are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges as may otherwise be available to the Company by law.

**23. Successors**

This Rental Agreement shall enure to the benefit of the Company and be binding upon the Customer and its respective heirs, legal representatives, successors, and permitted assigns.

**24. Governing Law**

This Rental Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein and shall in all respects be governed, construed, applied and enforced in accordance with said laws, without reference to applicable conflict of laws rules or principles.

**25. Alteration and Amendment**

The Company may, in its sole discretion, amend, alter, modify, change or review these Terms and Conditions from time to time. Changes to these Terms and Conditions will be posted as they occur on the Company web site at [www.mapleoverland.ca](http://www.mapleoverland.ca) and will govern all rentals commencing after the date of posting, which will be referenced therein, without any further notice to the Customer even if the terms provided at the time of reserving the Vehicle are different.