

FRASERWAY TERMS AND CONDITIONS



1. Renter's Responsibilities

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.

3. Prohibited Use

The vehicle referred to in the rental agreement shall not be used, operated or driven:

- a) by anyone not named in the rental 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
- g) on restricted roads, any forestry service (logging) road or off-road surface
- h) to carry explosives and/or flammable material
- i) for rehire

4. Refunds / Repairs / Loss Of Use

All replacement parts or repairs in excess of \$50.00 require prior authorization from Fraserway RV. Refunds can only be made upon presentation of a proper receipt. Malfunctions of the air-conditioning systems, microwave ovens, refrigerators, radios, slide-outs and cruise controls are not considered breakdowns and such malfunctions do not warrant a vehicle exchange, however if repairs on such appliances and features are done on the road by the renter, the repair cost will be refunded. No reimbursements will be given for loss of use due to lost time resulting from accidents, damages or breakdowns or for subsequent expenses as a result thereof (including but not limited to: pre-booked campsite fees, event fees, rebooking fees, ferry expenses etc.).

5. Reporting Of Accidents & Theft

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

6 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 when due, renter on demand agrees to pay all charges.

7. Ticket, 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.

8. Repossession

FRASERWAY RV LP may, after first giving notice to renter and a reasonable opportunity to cure, terminate this agreement and lawfully repossess the vehicle at any time and place if the renter remains in violation of any terms and conditions outlined in this agreement.

9. Vehicle Substitution

In a case where the reserved vehicle type is not available, Fraserway reserves the right to select a suitable alternative.

10. Right To Refuse Service

Fraserway RV LP reserves the right to refuse service.

11. Personal Property

FRASERWAY RV LP is not responsible for loss or damage of any property left in, upon or carried in the vehicle. Fraserway will assume no liability for damage to or theft of/from renter's vehicle parked on Fraserway property.

12. Lost/Unreturned Items

Renter is responsible for the replacement cost of lost/unreturned items including, but not limited to, keys, bikes, GPS- and WiFi units and items included in convenience kits.

13. Trucks And Campers

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

14. 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, except to the extent arising out of negligence or willful misconduct of Fraserway RV LP, or a latent defect in the vehicle.

15. 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.

16. 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 a rate of \$3.00 per litre.

17. Holding Tanks

Vehicle holding tanks requiring dumping by FRASERWAY RV LP staff will be subject to a service charge of \$35.00.

18. Cleaning

The vehicles must be returned clean. If the cleanliness of the RV is not up to Fraserway's standards, a cleaning charge of \$50.00 per hour will be levied. If the vehicle's exterior is not sufficiently clean for potential damages to be identifiable, the vehicle must be washed prior to return.

19. Smoking

Smoking is not allowed in any of our vehicles. This includes tobacco, e-cigarettes, marijuana, and any other illegal drugs. Fraserway reserves the right to charge an additional fee of \$250.- if a vehicle returns smelling of smoke.

20. Late Return

Vehicles must be returned inspection ready by 11:30AM. Late returns are not allowed without Fraserway's permission. If the vehicle is returned late without Fraserway's permission, overtime hours are charged up to a maximum of 4 times the daily retail rate.

21. Early Return/Unused Kilometres

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

22. 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 responsible for the actual cash value of the vehicle.

23. 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 City, 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 roads:

- **BC:**
 - * Hwy 20 between Anahim Lake and Bella Coola – not allowed with C-XLarge Motorhomes
 - * Road between Dease Lake and Telegraph Creek – allowed with Truck-Campers only
- **Yukon:**
 - * Canol Road (Hwy 6), North of Ross River – not covered by CDR or CDW
 - * Aishihik Lake Road – not covered by CDR or CDW
 - * Nahanni Range Rd – not covered by CDR or CDW
- **Alaska:**
 - * Dalton Highway (Hwy 11), – Restriction in place between Coldfoot and Prudhoe Bay: (allowed with 4x4 trucks only between June 15th and Sep 15th)
 - * McCarthy Road, between Chitina and McCarthy – not covered by CDR or CDW
 - * Nabesna Road – not covered by CDR or CDW
- **Newfoundland / Labrador:**
 - * Travel to Newfoundland and Labrador is not recommended with vehicles larger than 27 ft in length due to poor road conditions. Vehicle exchanges to these areas may be limited to smaller vehicle types.

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.

24. Large Events

Use of rental vehicles for any large outdoor event may be subject to an additional deposit or surcharge. Vehicles used for festivals and events must be explicitly requested at time of reservation.

Restriction: Attendance of the Burning Man Festival with our vehicles is not allowed. Failure to comply with this restriction will result in a penalty of a minimum of \$5,000.-, void of CDR and CDW and renter's responsibility for all costs involved (including, but not limited to, damage and cleaning).

25. Seatbelts

The number of persons travelling in the vehicle must not exceed the number of seatbelts the vehicle is equipped with by its manufacturer.

26. 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.

27. 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.

28. Indemnification And Hold Harmless

As permitted by law, when any Terms and Conditions of this Contract are breached, You agree to (1) assume all responsibility and liability for the operation, maintenance and use of the vehicle and (2) to indemnify, hold harmless and defend Fraserway RV LP and its officers, directors, employees, shareholders, and lenders, regardless of fault, for all losses and expenses, including attorney's fees and costs of litigation using counsel of Fraserway RV LP's choice and against the claims of any passengers of all vehicles involved and their heirs and personal representatives from any claims for personal injury, death or property damage or their loss occasioned during the rental by You or the Vehicle.

29. 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.

30. CDR – Collision Deductible Reduction Agreement

(Minimum charge of \$224.00 will apply regardless of rental duration)

A collision deductible reducer is available for CAD \$32.00 per night to a maximum of CAD \$960.00 per rental and provides the following benefits:

- 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 #32).
- CDR will guarantee the renter a replacement vehicle when the renter's vehicle becomes inoperable 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 inoperable. 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 obligated to deliver Van Conversions, C-Large motorhomes, or any vehicles of more than 26 ft in length to the Yukon, Northwest Territories, Nunavut, Newfoundland, Labrador or Alaska. Any expenses for accommodation, food etc. are the renter's responsibility if the damage or breakdown is the renter's fault.

- Damages and deductibles are subject to applicable taxes.
- 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).
- The following damages are covered under the CDR Reduction agreement (see exceptions under clause #32):
- 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);

31. CDW – Collision Deductible Waiver Agreement

(Minimum charge of \$105.00 will apply regardless of rental duration)

(Not available for rentals originating in Whitehorse)

CDW is available for CAD \$15.00 per night up to a maximum of \$450.00 per rental. 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 #32):

- Motor vehicle accidents / Collision (including roof and underbody);
- Hit and Run / Vandalism / Vehicle theft / Break-ins / Fire
- Tire damages;
- Windshield damage;
- General glass damage;
- Damages caused by animals or impact with animals;
- 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.

32. Exceptions To All Coverage:

All coverage agreements including CDR and CDW 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 #23 in our terms & conditions);
- Damages caused by ignoring height restrictions and other road signs;
- Damages caused by driving with the awning and/or slide-out extended, or by using the awning in rainy or windy conditions;
- Driving under the influence of alcohol, drugs and/or other substances, or under fatigue, including falling asleep while driving;
- Damages caused as a result of travelling on ice roads;
- Damages caused as a result of the use of snow chains;
- Interior Damages caused by pets;

For all damages exceeding an estimate amount of \$2,000.- which are exempt from coverage under our deductible agreements under clause #32, a replacement vehicle will be dispatched only once full payment in the amount of the damage estimate has been received. Additional charges or refunds (if applicable) will be processed once the actual repair cost has been determined.

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

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

33. Security Deposit

A damage deposit is required at the time of departure, authorizing the amount on a major credit card (VISA, MC or AMEX). The following amounts will be authorized depending on coverage:

Basic Insurance: \$7,500.00 + tax

CDR agreement: \$750.00 + tax

CDW agreement: \$100.00 + tax

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.

34. Exchange Rate Variations

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

35. 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 the actual 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.

36. Reporting Of Damages Or 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.

37. Upgrades

Every effort is made to ensure that the vehicle reserved will be available. If due to unavoidable circumstances a reserved vehicle is not available, Fraserway RV Rentals reserves the right to substitute the vehicle with a vehicle of equal or greater value.

