

RENTAL AGREEMENT – TERMS AND CONDITIONS

Best Choice rents to the Renter the vehicle described on the terms set out on the other side of this agreement and on the following terms:

1. LOSS OR DAMAGE TO VEHICLE:

Renter agrees to pay Best Choice for all loss, damage and/or mechanical repairs to vehicle and accessories, regardless of fault, resulting from abuse and/or misuse and/or negligence. If he/she has agreed to pay the Loss Damage Waiver Fee or Limited Damage Liability Fee and has complied with the terms of this agreement, his/her liability for collision damage may be waived entirely or may not exceed the amount stated, depending upon the option selected by signing one of the boxes on the other side of this agreement and subject to the following: Loss Damage Waiver does not cover damage caused to tires, rims, wheels if that is the only damage caused to the undercarriage. LDW does not cover damage to the truck box or deck due to insufficient height or width clearance or incorrect loading or load shift.

However, even in LDW is accepted on the contract the Renter shall be liable for all loss or damage and loss of use of the vehicle if the Renter or authorized additional driver is in violation of any of the provisions listed in paragraph 2 of the agreement. Violations of these conditions or any other terms or conditions of the rental agreement will render your LDW null and void.

2. PROHIBITED USED

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

- (a) By anyone not specifically named in this agreement
- (b) By anyone whose driving ability is impaired by alcohol, a drug, drowsiness or fatigue. Refusal perform any test of impaired when lawfully requested to do so is evidence of such impairment;
- (c) Outside of British Columbia without Best Choice's written consent
- (d) In any speed test, race, training activity, contest or any illegal or unlawful purpose;
- (e) In violation of any law;
- (f) For transporting persons for hire;
- (g) To tow or push any trailer or other vehicle, unless permission from Best Choice has been obtained;
- (h) On any unpaved road or off-road surface, unless permission from Best Choice has been obtained;
- (i) To carry hazardous, explosive and /or flammable materials;
- (j) For rehire
- (k) By anyone who has obtained the vehicle by using false or misleading information;
- (l) If the vehicle is damaged or in need of repair. Renter agrees to be responsible for all damage to the vehicle resulting from such use, whether or not Renter has purchased LDW or Protection Package;
- (m) To carry more persons than there are seat belts;
- (n) In transporting a weight which is in excess of the maximum payload of the vehicle or in violation of any laws;
- (o) In any abusive, reckless, wilful or wanton manner.

3. LOSS OF USE

Renter agrees to pay Best Choice a sum equal to the regular daily rental rate of the vehicle for each day the vehicle is unavailable for rent, regardless of fault, while any damage and/or mechanical repairs are made, or while vehicle is impounded for any reason.

4. REPORTING OR ACCIDENTS & THEFT

Renter shall report any accident (whether or not damage has occurred) or theft involving the vehicle to the police and shall complete a written report at a Best Choice office as soon as possible, and in any event, within 24 hours. In addition, Renter agrees to report any charges laid by the police or government authority within 24 hours of the notice of the laying of the charge. Renter agrees that the report will be in writing and will include information as to the nature of the charge and violation.

5. PAYMENT

Renter agrees to pay Best Choice all charges incurred in connection with the rental. Renter gives Best Choice irrevocable permission to process an unsigned credit card voucher in his/her name for payment of all charges. Renter agrees that if the person or company indicated by the renter to be responsible for payment fails to make payment, renter, on demand agrees to pay all charges.

6. TICKETS AND FINES

Renter, agrees to pay Best Choice for any and all fines and other costs associated with traffic tickets or fines and parking violations whether or not the renter was the driver of the vehicle at the time of the infraction. Renter also agrees to pay an administration fee per ticket or violation.

7. REPOSSESSION

Best Choice may terminate this agreement and repossess the vehicle at any time or place.

8. PERSONAL PROPERTY

Best Choice is not responsible for loss or damage of any property left in, upon, or carried in the vehicle.

9. UNATTENDED VEHICLE

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

10. LOADS

Renter agrees to pay Best Choice for any and all damages and/or mechanical repairs resulting from the vehicle being overloaded or improperly loaded, or resulting from an insecure load.

11. RE-DISTRIBUTION

If the rental returns vehicle to any location other than the Authorized Return Location noted on the front of this agreement, renter agrees to pay regular rates plus applicable redistribution charge or towing charge.

12. SIPHONED FUEL

Renter is responsible for any fuel siphoned from the rental vehicle.

13. TOWED VEHICLES

- (a) Towed vehicles are not covered by Best Choice insurance;
- (b) If vehicle referred to on the other side of this agreement is damaged by a towed vehicle, renter shall pay Best Choice for all damage, loss of use and towing.

14. IMPOUNDED VEHICLES

Renter is responsible to ensure that the rental vehicle is operated only by Authorized Drivers who are in possession of a valid driver's license. Renter agrees to pay Best Choice for all costs incurred if the vehicle is impounded. These costs include but are not limited to: towing costs, impoundment fees, storage costs. Best Choice administration fee and any and all costs Best Choice may incur to retrieve the vehicle and return it to the Authorized Return Location noted on the front of this agreement.

15. VEHICLE RETURN

Renter agrees to return the vehicle in the same good operating condition and without mechanical, interior or body damage to the Authorized Return Location noted on the front of this Rental Agreement on or before the due date and time or sooner upon demand – in accordance with this Rental Agreement.

16. VEHICLE REPAIRS

Renter will not permit any repair to or replacement of any part on the vehicle without consent of the renting location and Renter agrees to pay for all such unauthorized repairs and parts.

17. ACCIDENT CLAIMS

Renter agrees to pay Best Choice an Administration Fee per occurrence, regardless of fault.

18. OVER 5500 G.V.W.

If the vehicle rented by Renter has a licensed G.V.W. over 5500kg, the Renter agrees to stop at all highway scales and brake checks. If Renter fails to stop, then Renter will be subject to prevailing fines.

19. VEHICLE CONDITIONS

Renter agrees to pay Best Choice any appropriate cleaning charge if Renter returns the vehicle in an excessively dirty or soiled condition.