

# **Fraserway RV Rentals Terms & Conditions 2026/27**

## **1. Renter's Responsibilities**

Renter agrees by renter's signature (physically or electronically) 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 may also consist of optional documentation provided to renter in connection with this agreement.

## **2. Damage To Vehicle**

Renter is responsible for all damage and/or mechanical repairs to vehicle and accessories, except when caused by Fraserway RV LP's negligence or a manufacturer defect. Renter shall report any accident or theft involving the vehicle to the police and shall submit a written accident report to a FRASERWAY RV LP office as soon as possible. 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.

Any application of decals, advertising materials, or vehicle wrapping on the RV requires prior written approval from Fraserway RV Rentals. The renter acknowledges that any damage caused to existing manufacturer decals or finishes as a result of applying or removing such materials is not covered under the Collision Deductible Reduction (CDR) or Collision Damage Waiver (CDW). The renter is fully responsible for the proper removal of all decals, wraps, and any adhesive residue, as well as for restoring the vehicle to its original condition.

## **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
- j) Fraserway RV Rentals' vehicles may not be used for political campaigns, political advertising, or any activities related to political advocacy without prior written approval.

#### **4. Refunds / Repairs / Loss Of Use**

All replacement parts or repairs in excess of \$100.00 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 or any other appliances, 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.). This includes additional mileage, detours, or costs incurred as a result of wildfires or other natural disasters.

Fraserway does not reimburse for propane- or Diesel Exhaust Fluid (AdBlue) refills - these costs are the renter's responsibility.

#### **5. 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

#### **6. Late Or Early Returns / Unused Kilometres**

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

#### **7. 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.

#### **8. 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 Fraserway RV LP makes payment on renter's behalf.

## **9. 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.

## **10. Vehicle Substitution**

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.

No reimbursements will be given for additional ferry costs, fuel, campground fees or other expenses resulting from vehicle upgrades.

## **11. Right To Refuse Service**

Fraserway RV LP reserves the right to refuse service to any person who fails to comply with company policies, behaves in a disruptive or unlawful manner, or presents a risk to the company, staff, or other renters.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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 \$4.00 per litre.

## **18. Holding Tanks**

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

## **19. 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.

## **20. 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 \$500.- if a vehicle returns smelling of smoke. Additional charges may be applied for loss of use due to necessary deep cleaning.

## **21. 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.

## **22. Travel Restrictions**

Driving in any restricted area will void all insurance- and CDR/CDW coverage, and the renter will be fully responsible for all costs including repair, recovery and towing.

Travel Restrictions:

- Travel into Mexico is strictly prohibited.
- Travel in Death Valley (California) is prohibited between June 1 and August 31.
- Non-public roads and off-road driving are prohibited at all times.
- Vehicles may not be left unattended by the renter in Montréal, Quebec City, Ottawa, or New York City due to high risk of theft. Violating this restriction will void the CDR and/or CDW agreements, making the renter fully liable in case of theft or damage.

- Van Conversions and B+ Premium vehicles may not be driven to the Yukon, the Northwest Territories, or the provinces of Newfoundland and Labrador, as these vehicle types are not suitable for the road conditions in those regions.

Restricted Roads:

British Columbia (BC):

- Hwy 20 between Anahim Lake and Bella Coola – not permitted for C-XLarge Motorhomes
- Road between Dease Lake and Telegraph Creek – only permitted with Truck Campers.

Yukon:

- Canol Road (Hwy 6), North of Ross River – not covered by CDR/CDW.
- Aishihik Lake Road – not covered by CDR/CDW.
- Nahanni Range Road – not covered by CDR/CDW.

Alaska:

- Dalton Highway (Hwy 11) – Travel between Coldfoot and Prudhoe Bay is restricted and only allowed with 4x4 trucks between June 15 and September 15.
- McCarthy Road (Chitina to McCarthy) – not covered by CDR/CDW.
- Nabesna Road – not covered by CDR/CDW.

Newfoundland & Labrador:

- Travel to Newfoundland and Labrador is not recommended for vehicles longer than 27 feet, due to poor road conditions.
- Vehicle exchanges in these areas may be limited to smaller vehicle types.

Important Notice: Fraserway reserves the right to restrict travel on any road or section at any time based on changing conditions, without prior notice. Vehicle replacements in case of breakdowns or accidents do not apply to restricted roads, as outlined in our Terms & Conditions.

### **23. 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).

#### **24. Seatbelts**

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

#### **25. 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.

#### **26. 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.

#### **26. 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.

#### **27. 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.

## **28. CDR – Collision Deductible Reduction Agreement**

Minimum charge of \$160.00 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:

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 #30).

B. 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.

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 #30):

- 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, unless caused by negligence or by pets;
- Replacement cost for lost keys or keys locked inside the vehicle.

- Damages or replacement of rented bicycles unless items have been intentionally damaged or have not been properly secured.

## **29. CDW – Collision Deductible Waiver Agreement**

Not available for rentals originating in Whitehorse. Minimum charge of \$75.00 will apply regardless of rental duration.

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 the CDW Reduction agreement (see exceptions under clause #30):

- 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, unless caused by negligence or by pets;
- Replacement cost for lost keys or keys locked inside the vehicle.
- Damages or replacement of rented bicycles unless items have been intentionally damaged or have not been properly secured.

## **30. Exceptions To All Coverage**

In the following exception cases, coverage under the Collision Deductible Reduction (CDR) and Collision Damage Waiver (CDW) shall be considered null and void. In such instances, the standard deductible of \$7,500 shall apply:

- Failure to maintain proper fluid levels or tire pressure;
- Damages caused by accidentally driving with the awning and/or slide-out extended, or by using the awning in rainy or windy conditions;
- Damages caused by misuse of the automated levelling system (if equipped);

- Damages caused by accidentally ignoring posted height restrictions;
- Damages due to accidental misuse of the brakes (overheating), transmission or any other parts of the power train;
- Interior damages caused by pets;
- Damages caused as a result of the use of snow chains.

In the following exception cases, all coverage provisions, including but not limited to basic insurance, shall be deemed null and void. In such circumstances, the renter shall be fully liable for all damages and repair costs, up to the total replacement value of the rental vehicle, plus all incurred towing costs:

- Damage due to violation of restricted travel areas (see clause #22 in our terms & conditions);
- Damages caused by using the wrong fuel or wrong fluids;
- Driving under the influence of alcohol, drugs and/or other substances, or under fatigue, including falling asleep while driving;
- Damages caused by ignoring road signs;
- 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);
- Damages for which no complete accident report has been submitted to Fraserway RV Rentals resulting in insurance claims being denied;
- Damages caused as a result of travelling on ice roads.
- Damages or residue caused by the application of decals or wraps.

**For all damages which are exempt from coverage under our deductible agreements under clause #30, 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.

### **31. Security Deposit**

The renter authorizes Fraserway RV LP to place a hold on their credit card for the required security deposit and for any incidental charges incurred, including damages,

cleaning fees, fuel, tolls or traffic violations. A major credit card is required (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

**The security deposit will be withheld until a complete accident report has been submitted to Fraserway RV Rentals, regardless of coverage and regardless of fault.**

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.

Note: Credit card holds automatically expire after a certain time frame set by the individual credit card issuer. Fraserway has no control over the duration of holds. Renter must contact the credit card issuer for further details.

### **32. Exchange Rate Variations**

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

### **33. 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.