# **MOTERRA CAMPERVANS**

# PART A: RENTAL AGREEMENT: #NEW00000

This rental agreement is made on the date specified between Lost Boys LLC (MOTERRA) and the customer whose name and address appears in the Rental Agreement. MOTERRA and the customer agree as follows:

\${vehicle\_key}

The Owner	The Hirer	
Moterra Campervans.	Name: Name	
P.O. Box 10941	Country: Country	Address: Street
Jackson, WY,	Phone: Phone Number	City: City, State Zip
83002, USA	Email: Email Address	

Vehicle Description

Vehicle type: \${vehicle\_class\_label}

Fuel type: License Plate: \${plate}

Miles out: \${distance\_driven}

Authorized Driverss	License No.		Expiry Date	Date of Birth	Country of Issue
Pick Up Location Pick		Pick Up Date & Time		No. of Nights	
Drop Off Location		Drop Off Date & Time		Nightly Rate	

Charges

Time Charges \${rack\_rate}

φ( II )

\${discounts}

\${subtotal} \${charges}

\${packages}

\${external\_charges}

\_ \_

\${miscellaneous}

\${total}

\${payments}

Amount Outstanding:

# NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

You are responsible for all collision damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the rental, may cover all or part of your financial responsibility for damage to, or loss of, the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of deductible, if any, for which you may be liable. If you use a credit card that provides coverage for your responsibility for damage to, or loss of, the vehicle, you should check with the issuer to determine whether or not you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible for damage caused by collision or upset if you by Collision Damage Waiver (CDW) but, CDW will not protect you if you commit any of the acts listed in Part B: Terms and Conditions (section 6): The cost of this optional damage waiver is \$39.00 per night.

# COLLISION DAMAGE WAIVER (CDW)

# OPTIONAL INSURANCE PRODUCTS

The purchase of optional insurance products is not required to rent the Vehicle. Insurance products we sell may provide coverage that duplicates coverage provided by your own personal automobile liability policy or by another source of coverage. We are not qualified to evaluate the extent of your existing coverage. Optional insurance products are provided under individual policies issued to you, or issued to you under a group or master policy issued to us by an insurer authorized to transact the applicable insurance business in the state of California. Signature of Renter

# SUPPLEMENTAL LIABILITY INSURANCE (SLI)

RENTERS CONTINGENT LIABILITY INSURANCE (RCLI)

# PART B: MOTERRA TERMS AND CONDITIONS

# Valid 1 January 2023 - 1 March 2030

THESE TERMS AND CONDITIONS, PART A OF THE RENTAL CONTRACT SIGNED BY RENTER, PART C AND ALL ADDENDA, TOGETHER CONSTITUTES THE CONTRACT ("RENTAL CONTRACT") FOR THE VEHICLE AND ALL ITS EQUIPMENT, HEREAFTER CALLED "RENTAL VEHICLE." THE RENTAL CONTRACT IS BETWEEN RENTER AND LESSOR. (SEE PARAGRAPH 2A AND 2B).

## 1.NATURE OF THIS RENTAL CONTRACT.

This Rental Contract is solely for the purpose of creating a bailment that allows Renter to use the Rental Vehicle as permitted by this Rental Contract. Renter acknowledges that the Rental Vehicle is owned by the Lessor. No one other than the Lessor may transfer rights or obligations under this Rental Contract. Any attempted transfer or net lease of the Rental Vehicle by anyone other than Lessor is void. Renter is not an agent of Lessor. No one may service or repair the Rental Vehicle without Lessor's express approval. Lessor makes no express or implied warranties, including any warranty that the Rental Vehicle is fit for any particular purpose.

#### 2 DEFINITIONS

The following terms shall have the following definitions in this Rental Contract:

a)"Renter" (Sometimes referred to as you or your) is defined as the person signing this Rental Contract, all Authorized Drivers described and listed on the addendum to Rental Contract. Authorized Drivers, all passengers and any other person or entity on behalf of whom the Rental Vehicle is rented. For purposes of this Rental Contract, all such persons and entities are construed to have entered a joint venture and shall be jointly and severally liable hereunder.

b)"Lessor" is defined as Lost Boys LLC., (DBA MOTERRA Campervans), its officers, directors and employees, affiliates, licensees, agents, shareholders and secured and unsecured lenders.

c)"RentalVehicle" (sometimes referred to as "Vehicle") is defined as encompassing the following:

(i) Self-contained, motorized motor homes or camper homes. Self-containment features include, but are not limited to, kitchen, bath, sleeping, heating and air conditioning, overall living facilities.

(ii) Non self-contained, motorized vehicles such as trucks or other motorized rental vehicles which do not contain living facilities.

(iii) Non- motorized vehicles such as travel trailers, fifth wheel trailers, camping trailers or other non-motorized vehicles, and includes all the tires, tools, accessories, bedding and linen, kitchen utensils, and all other supplies, equipment, and components attached to, used or contained in the Rental Vehicle and/or provided by Lessor.

For purposes of this Rental Contract, Rental Vehicle shall mean and encompass all of the above, unless noted to the contrary.

d)"CollisionDamageWaiver(CDW)" where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in paragraph 13.

e) "Rental ContingentLiabilityInsurance(RCLI)" where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in the Master Policy to the specified limits. (See paragraph 14).

f)"SupplementalLiabilityInsurance(SLI)" where applicable and when included under this Rental Contract, is defined that the Renter has protections as set forth in the Master Policy to the specified limits. (See paragraph 15).

h)"NorthernCanada" is considered that part of Canada north of Prince Rupert, British Columbia; Prince George, British Columbia; Edmonton, Alberta; Prince Albert, Saskatchewan; and Winnipeq, Manitoba.

# 3. WHO MAY OPERATE THE RENTAL VEHICLE.

Renter, including Authorized Drivers as listed on the "Addendum to Rental Contract" Authorized Drivers of the Rental Contract" each of whom must be at least 25 years of age (some locations may be greater age and possess a valid, identifiable driver's license, and be capable of Rental Vehicle operation at the sole discretion of Lessor).

# 4.RENTER RESPONSIBILITIES.

a) Renter information. Renter represents and warrants that all information supplied to the Lessor in connection with the application for and completion of the Rental Contract is true and correct. In the event the same as shown in this Rental Contract, and any forms executed in connection with this Rental Contract, is not true and correct, the Renter agrees to indemnify, defend and hold harmless the Lessor from all resulting damages.

b) Rental Vehicle Check out. Renter must receive instructions on: (i) The operation, use, maintenance, safety precautions required on the use of all systems, included but not limited to, use and installation of liquid propane/butane appliances, electrical systems and fueling systems.

(ii) The use and safe operations of the Rental Vehicle

(iii) Rental Vehicle servicing responsibilities, including accessing Lessor's toll free On-the-Road Support Hotline (1-307-200-7220) prior to continuance or operation of the Rental Vehicle.

By accepting the Rental Vehicle the Renter agrees that the Renter comprehends, understands and is familiar with these

instructions and responsibilities, and all questions were answered to Renter's satisfaction

c) Rental Vehicle Usage. Renter must operate the Rental Vehicle safely in compliance with all applicable laws and regulations and in compliance with all terms and conditions of the Rental Contract, including, but not limited to:

(i) Complying with passenger seating "seat belt" law and "child restraint" law of any state or province in which Rental Vehicle may be operated. Renter acknowledges that in the event of any non-compliance with such laws, Renter shall be liable for any injury, damages, cost or loss and fines and penalties resulting from such non-compliance.

(ii) Neither causing nor permitting any repairs or adjustments to be made to the Rental Vehicle in excess of seventy five US dollars(\$75.00) without the express authorization of Lessor by telephone at +1-307-200-7220; and that in all cases of mechanical malfunction.

Renter will immediately discontinue use and notify Lessor by telephone and will follow Lessor's instructions regarding any and all repair work. Renter will be responsible for any repair charges in excess of seventy five dollars (\$75.00) per rental if said repair charges have not been authorized by Lessor.

(iii) In the event of an accident resulting in injury to Rental Vehicle occupants or third parties, or damage, loss or Theft of the Rental Vehicle or third party vehicle or property, whether or not due to Renter fault, Renter agrees to file an accident/ Rental Vehicle damage report immediately with the police and secure copy of police report and provide to Lessor within five (5) days following the incident. In addition, Renter will complete an accident/ Rental Vehicle damage report with Lessor by toll free telephone, +1 307-200-7220, upon the earlier of 24 hours after the accident or Renter returning the Rental Vehicle to the Lessor. Renter will obtain at the time of accident and deliver to Lessor, the name, address, telephone number, driver's license, description, location, owner's name and address of injured parties, damaged property description and all witnesses names and contact information. Failure to comply with this provision will deny the Lessor the opportunity to properly investigate the accident, mitigate the claim and will void CDW, RCLI, or SLI coverage provided under the Rental Contract. (See paragraph 13, 14, 15)

(iv) Reporting any theft of the Rental Vehicle or it's equipment immediately to the appropriate public law enforcement agency and to the Lessor, and to call the appropriate public law enforcement agency to the scene of the theft where required by law, to file the required law enforcement reports and Lessor reports and to return the Rental Vehicle keys to the nearest Lessor office in the event of total theft. Renter agrees to fully cooperate with Lessor and Lessor's agents and insurer with respect to any such theft.

(v) Driving on paved or county-maintained dirt roads only; stopping, parking and overnighting in safe areas; and securing the Rental Vehicle in a locked position with keys removed, when away from Rental Vehicle.

(vi) Agreeing that the Smoke detector (if any), propane leak detector (if any), and carbon monoxide detector if any are installed for Renters safety; these devices will be operational at departure. It's the Renter's responsibility to perform test procedures daily and to repair or replace any defective device (including battery replacement) prior to use of the Rental Vehicle.

(vii) Performing safety inspections, including lights, tires, engine, generator exhaust system, mirrors, and Rental Vehicle systems daily, correct any damage or defects prior to operation of Rental Vehicle.

(i) Renter must return the Rental Vehicle in the same condition as received on the date and time due at the location specified as indicated on Part A on this Rental Contract. If the Renter fails to return the Rental Vehicle on the time and date due on Part A of this Rental Contract, a warrant may be issued for arrest of the Renter for unlawful possession of the Rental Vehicle and this will be done in accordance with applicable laws. Lessor reserves the right to repossess the Rental Vehicle at any time if Lessor reasonably believes that the Rental Vehicle is illegally parked, used in violation of this Rental Contract, or abandoned.

(ii) Renter will be charged an additional \$50 an hour for rentals returned after 12 PM on their final rental date, unless a later return time was agreed upon in writing.

(iii) Renter is responsible for all fines; charges for toll roads; traffic and parking violations issued; court cost; or any other violation while the Rental Vehicle is in their possession and Renter will be charged accordingly. In addition Renter agrees to pay an administrative fee of not less than \$50 for each such charge.

(iv) All reimbursement claims must be approved by Lessor and supported by paid receipts and parts where applicable.

5.RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE RENTAL VEHICLE. a) Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause regardless of fault. Renter responsibility will not exceed the fair market value of the Rental Vehicle at the time of loss or damage, less salvage value, plus as permitted by law, actual towing, storage and impound fees, and administrative charges and charge for loss of use. "Loss of use" means the loss of our ability to use the Equipment for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the Equipment is damaged or lost until it is replaced or repaired, times the daily rental rate.

**b)** If the Rental Vehicle is used as permitted by terms and conditions of this Rental Contract, the following applies:

(i) Renter's automobile insurance is primary (see paragraph 12) for any and all loss of damage to the Rental Vehicle from any cause regardless of fault.

(ii) Lessor may offer secondary coverage whereby Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause regardless of Fault to the Maximum deductible, per occurrence. Notwithstanding the foregoing, Renter is responsible for the entire amount of the loss or damage to the Rental Vehicle caused by:

(1) Overhead damage, (2) undercarriage damage, including entry step, tires & wheels, (3) all damage caused by off road use, (4) overheating or freezing vehicle systems, (5) damage from backing up the Rental Vehicle, (6) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (7) damage to motorhome slide-out, (8) damage caused by failure to maintain the Rental Vehicle. (9) any other form of inattentive driving, including falling asleep, (10) Renter negligence and, (11) any interior damage.

# 6.PROHIBITED USE OF RENTAL VEHICLE.

Any use of the Rental Vehicle that is prohibited by, or inconsistent with, the Rental Contract or failure to fulfill Renter obligations herein will be a breach of this Rental Contract, will void any limitation of Renter's responsibility under the Rental Contract, and make Renter fully responsible for Lessor's actual and consequential damages, cost, and attorney's cost and fees resulting from the breach. To the extent permitted by law, CDW, RCLI, SLI, (see paragraphs 13, 14, 15), and any liability protection will also be void. Under this Rental Contract, with respect to the Rental Vehicle, RENTERMAYNOT:

a) Operate, occupy or use the Rental Vehicle in a negligent or careless manner. Leave the Rental Vehicle unattended in a negligent or careless manner.

b) Operate the Rental Vehicle in violation of any federal, state, provincial, or local laws, rules, regulations or ordinances.

c) Push or tow any vehicle or other object with the Rental Vehicle except as permitted in writing by Lessor. Renter may not, under any circumstances, tow anything weighing more than a gross vehicle weight of 3,000 pounds.

d) Allow operation of the Rental Vehicle by anyone except Renter and/ or Authorized Drivers

e) Drive the Rental Vehicle during adverse weather conditions, and/or road conditions.

f) Drive Rental Vehicle through any tunnel or area restricting propane tanks.

g) Drive, ferry or transport the Rental Vehicle to any area outside the contiguous United States or Provinces of Canada (except Newfoundland) or to certain areas prohibited by Lessor as inhospitable and dangerous, except with Lessors prior written approval. The Rental Vehicle may be operated in designated areas of Alaska, Yukon and Northwest Territories upon securing a written permit from Lessor.

h) Drive while under the influence of alcohol or drugs/narcotics.

i) Transport more people than the manufacturer if the unit recommends for the specific vehicle type, or more than there are seat belts in the vehicle.

i) Disconnect and/or tamper with the odometer and/or speedometer.

k) Carry persons or property for compensation

I) Engage in any race, test, training or contest.

m) Operate in connection with or during any period of strike, riot, or civil

 n) Operate the Rental Vehicle if Rental Vehicle is obtained from Lessor by fraud or misrepresentation.

 O) Use for any illegal purpose or to carry explosives or other hazardous waste and/or hazardous materials.

p) Drive on unpaved roads, trails, and the like, commonly called "logging" roads or any surface subjecting Rental Vehicle to damage or road hazard.

q) Operate the Rental Vehicle in a reckless or abusive manner which causes damage to the Rental Vehicle whether interior, external, or mechanical.

- r) Operate, maintain, or refuel the Rental Vehicle if Renter has doubts about the safe operation and cannot obtain professional assistance or access the Lessor's customer service assistance by telephone.
- s) Operate or use the Rental Vehicle when signs of apparent problems (monitoring panel gauges, flat tires, steam arising from engine, abnormal noise, and the like) indicate damage to the Rental Vehicle from continued use.
- u) Allow placement of objects or persons for any purpose on the roof, including a parking position for viewing.
- ${\bf v}{\bf )}$  Operate if improperly loaded, or, if load is improperly secured, or if Rental Vehicle door steps are not properly stowed.
- w) Allow placement of signs, lettering, painting, or other legends or loudspeakers or other sound apparatus on the Rental Vehicle.
- x) Further operate the Rental Vehicle after it has been involved in an accident or is damaged, regardless of fault, until the Rental Vehicle has been properly repaired or otherwise certified to be roadworthy and in compliance with all applicable safety standards.
- y) Travel in Death Valley during the period 15 July to 15 September. Note that in June and September travel may be permitted, however Renter is fully responsible for any and all mechanical problems or towing and is subject to the Lessor's consent. Ground temperatures may reach 140°Fahrenheit or 60°Celsius.
- z) Fall asleep or use in any other inattentive manner while operating the Rental
- (aa) for anyone sitting, standing or lying on the roof of the Equipment.

## 7. PAYMENT OF APPLICABLE CHARGES.

Renter is responsible for the payment to the Lessor on demand, the sum of;

- a) Time and mileage. Time and mileage charges computed at the rate shown on Part A of the Rental Contract (mileage shall be determined by reading the odometer installed by the manufactures). Time and mileage charges are estimated at the time of pickup of the Rental Vehicle.
- b) Fees and waivers. Fees for CDW, RCLI (State Minimum Liability Coverage), SLI (Full Liability Coverage) offered and selected by Renter.
- c) Other, basic, minimum service, authorize drivers, refueling, operational generator use, preparation, provisions and personal kit, one way fees, and other equipment and service charges when applicable to the rental.
- d) Cleaning. Renter must return the Rental Vehicle in a clean condition. A cleaning fee will be estimated and charged if, Lessor determines in its sole and absolute discretion, the Rental Vehicle has not been returned in a clean condition.
- e) Disposal. A \$150 charge will be applied to the Security Deposit as a disposal fee if the waist and or holding thanks have not been drained by the Renter prior to the Rental Vehicle being returned to the Lessor.
- f) Repair and replacement. Charges for repair or replacement at the Rental Vehicle due to damages or losses not otherwise covered hereunder, and payments to Lessor, for the amount of Lessor's loss and expense for repairs, parts, labor and supplies, and loss of use of Rental Vehicle until such time that the Rental Vehicle can be returned to the rental service, due to neglect, abuse or misuse of the Rental Vehicle (including, without limitation, lack of proper repairs and failure to add oil, anti-freeze, water, air or other items and expenses necessary for the proper and safe operation of the Rental Vehicle) or due to failure to take proper precautions to pre-bent freeze or overheating damage to the Rental Vehicle.
- g) Taxes and fees. Applicable sales, license, goods and services, use and other taxes, fees, and amounts charged by Lessor, as reimbursement for taxes and fees paid or payable.
- h) Fines. Fines, penalties, forfeitures, in pounds, court costs, and other expenses, if assessed against Lessor will respect to your use of the Rental Vehicle by Renter while on rental to Renter, unless solely due to Lessor's fault.
- i) Speedometer. Charges imposed by Lessor and fines which may be imposed by federal, state or provincial law due to tampering with the speedometer.
- j) Prepayments. Lessor acknowledges receipt of the amount set forth on Part A of the Rental Contract as security and other deposits and advance charges as a credit to any amounts due Lessor hereunder.
- k) Administration fees. Fees and costs arising from breach of Rental Contract and including, but not limited to processing traffic/parking violations while incurred onto Rental Contract with the Renter.
- I) Rental Contract charges. After Rental Vehicle pick up, a change in drop off location, date of return, or apparent abandonment including but not limited to returning the Rental Vehicle at a time other than the business hours of Lessor may require additional charges at Lessor's sole discretion. Renter may not return the Rental Vehicle at a time other than Lessor's hours of operation. Renter and Lessor acknowledge that it would be impractical and extremely difficult to estimate the actual damages which Lessor may suffer as a result of return of the Rental Vehicle other than during Lessor's normal business hours and therefore Renter and Lessor agree the Renter shall also pay a sum

of \$1000 over and above the charges and fees do per the Rental Contract is calculated as a reasonable estimate of the amount of damages likely to be suffered at such some shall be paid by the Renter as a consequence of such after hours return in addition, should Renter abandon the vehicle, Renter and Lessor acknowledge that it would be impractical and extremely difficult to estimate the actual damages which Lessor may suffer as a result of such abandonment, and therefore Renter and Lessor agree that the Renter shall also pay some of \$5000 as a reasonable estimate of damages likely to be suffered by Lessor as a result of abandonment and such some shall be paid by Renter in addition to all other charges and fees per Rental Contract.

### 8. FAILURE TO PAY CHARGES.

- In the event that Renter fails to meet all obligations under this Rental Contract including, but not limited to, the obligations set forth in paragraph 7 to pay charges and fees, Renter agrees that in addition to all other remedies available to Lessor at law and/or equity:
- a) Collection expenses. The Renter expressly agrees to pay reasonable attorney and/or a collection agency tees in the event such account is placed in the hands of an attorney and/or collection agency.
- b) Interest on unpaid balance. Renter agrees to pay interest on unpaid amounts at the maximum rate allowed by law in the state where this Rental Contract is executed which will accrue from the date due until the date paid.
- c) Credit card. Lessor is hereby appointed as Renter's attorney in fact and Lessor is irrevocably authorized and instructed to debit all such unpaid amounts, as indicated in paragraph 7 of this Rental Contract, against any credit cards used by Renter for any initial payment or deposit to Lessor or used as a credit reference. All charges are subject to final audit or revision by Lessor.

### 9. SECURITY DEPOSIT CHARGE.

Renter acknowledges and agrees that the security deposit paid by Renter there under is to be paid to Lessor as a guaranteed by Renter of the full and complete performance by Renter of each and all of the terms, covenants and conditions contained in the Rental Contract. The security deposit shall at Lessor's option before fitted and Renter shall in addition there to pay less are all charges and cost specified herein as well as all cost and/or expenses caused or occasioned by any breach of Rental Contract by Renter. The security deposit shall be paid at time of pick up. The only acceptable form of payment for security deposit is a major credit card. All other forms of payments, E. G. Debit card, cash, traveler's checks, check, are not acceptable.

## 10. LESSOR LIMITATIONS OF LIABILITY.

- a) Late pick-ups, early returns, and delays. Lessor shall incur no responsibility or obligation for retund or other payment to Renter, authorized drivers and/or passengers for late or delayed Rental Vehicle check out, early returns, unused portion of Rental Contract or for delays in transfer or in route, regardless of fault or cause, to include, but not limited to: adverse weather conditions, vehicle breakdown, accident, traffic conditions and road closures, Prohibition of driving in designated areas, loss of personal property, theft, vandalism, illness of Renter, authorized drivers and/or passengers, or family emergencies.
- b) Renter vehicle delivery. The Lessor's inability to deliver the Rental Vehicle at any time or place specified shall not give rise to any liability of any kind from Lessor to the Renter other than the refund of money deposited, if any.
- c) No consequential damages. Lessor shall in no event be liable for any direct, indirect, incidentally, special or consequential damages in connection with or arising out of the use, operation, performance or

breakdown of the Rental Vehicle, including any claim related to a Rental Vehicle reservation.

- d) Rental Vehicle mechanical breakdown. Lessor assumes no responsibility for any expense incurred by reason of breakdown of the Rental Vehicle, whether or not causing a delay in route, including, but not limited to, subsistence expenses. Lessor's maximum liability shall be for refund of daily rental charges as a result of mechanical breakdown which results in the loss of use or of Rental Vehicle. Radio, television, automatic entry step, air conditioning, refrigerator, microwave or other appliances, cruise control, or generator malfunctions are not considered to be mechanical breakdowns. Rental Vehicle exchanges may only be considered in the event of a mechanical breakdown. Lessor assumes no responsibility for Renter's delay as a result of Renter's decision to wait for third-party vehicle repairs or exchanges.
- e) Responsibility for property. Lessor is not responsible for any damage to or loss of Renter's or anyone else's property.

# 11. INDEMNIFICATION AND HOLD HARMLESS. RENTER AGREES:

- a) To assume all responsibility for operation, maintenance and use of Rental Vehicle regardless of fault, including the sole of partial fault, of the Lessor. (see paragraph 2h)
- b) Not to make any claims against Lessor, for any damage, lost expense, injury or death sustained by Renter in the course of rental use of the Rental Vehicle, regardless of fault, including any of the foregoing arising from the acts or negligence of an uninsured motorist.
- c) To indemnify, hold harmless and defend a Lessor, regardless of fault, including the sole or partial fault of the Lessor, or third parties, for all losses and expenses, including attorney's fees and

costs of litigation using Councel of Lessor's choice and against the claims of any operator or passengers of the vehicle, third parties, pedestrians and their errors and personal representatives of such persons, from any claim for personal injury death or property damage to their loss occasioned during the rental of the Rental Vehicle.

- d) In the event of mechanical failure and/or breakdown of Rental Vehicle, the Renter expressly agrees to indemnify, defend and does not hereby hold Lessor harmless of, from and against any and all loss of use, time, transportation cost, and/or any and all other damages and expenses resulting from said contingency
- e) In the event of any mechanical failure, breakdown, and/or malfunction of the Rental Vehicle, then any operation of the Rental Vehicle there after by the Rentel and prior to the repair or replacement of the Rental Vehicle shall be at the sole cost, expense, and risk of Renter.
- f) In the event of mechanical failure and/or malfunction of the Rental Vehicle which Renter agrees Lessor is not responsible for, Renter will indemnify, defend, and hold Lessor harmless from and against any and all liability, claims, damages, (e.g. Items following and striking occupant(s) and will look to the RV manufacturer for any claims.

## 12. MAINTAIN AUTOMOBILE INSURANCE

Insurance renter agrees to Maintain Automobile Insurance during the term of this Rental Contract, providing the Lessor, the Renter, and any other persons using or operating the Rental Vehicle with the following primary coverage:

- a) Bodily injury and property damage liability coverage.
- b) Personal injury protection, no fault, or similar coverage where required.
- c) Uninsured/underinsured coverage where required, and
- d) Comprehensive and collision damage coverage extending to the Rental Vehicle. Rentres insurance will provide at least the minimum limits of coverage required by the financial responsibilities laws of the state or province where the loss occurs. Because the Renter is providing automobile insurance, Lessor is not. In states or provinces where the law requires lessor to provide insurance Lessor will provide access only, up to the minimum limits required by the financial responsibility laws. The Renters insurance will be primary. Any insurance Lessor is required to provide applies to claims of bodily injury and property damage only. Lessor policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with Lessor's insurance applies only in the United States and Canada. When permitted by law, Renter rejects uninsured, under insured, supplemental, personal injury protection, and no-fault coverage. Where Lessor is required to provide such coverage, Renter is afforded the minimum limits required by law. Any breach of this Rental Contract will void any insurance coverage.

# 13. COLLISION DAMAGE WAIVER (CDW)

If we offer, and you purchase, CDW, we will waive our right to hold you financially responsible for Collision Damage to the Vehicle. CDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. CDW is a separate protection that reduces the Renter's financial responsibility for covered physical damage to \$1500. CDW is a contractual agreement between the Lessor and the Renter where in the Lessor agrees not to collect a deductible from Renter for damages to the Rental Vehicle, subject to exclusions and conditions.

Jurisdiction: USA and Canada

Coverage: CDW provides coverage for certain physical damage to the Rental Vehicle provided Renter is in compliance with all of the terms and conditions of the Rental Contract. Renter's financial responsibility is reduced to \$1500 per occurrence for physical damage to the Rental Vehicle except for listed exclusions provided Renter is in compliance with all terms and conditions of the Rental Contract. By Renter's acceptance of the CDW, indicated by the Renter's initial on Part A of the Rental Contract and payment of proper charges for CDW, and if the Rental Vehicle is used as permitted and Renter does not violate any provision or terms and conditions of this contract, the following applies:

Renter's responsibility for any and all loss of or damage to Rental Vehicle from any cause regardless of fault is \$1500.

Deductible: the deductible is \$1500 per occurrence with CDW.
Exclusions-CDW: the use of the Rental Vehicle in violation of the terms and conditions of the Rental Contract. Rental vehicle swaps. Protection for personal property and non-accidental damages. Cost incurred in transporting damage vehicle to the rental station, including towing and storage. Some examples of exclusions are vandalism, and interior damage. CDW does not apply, and the Renter is responsible for any and all loss of or damage to Rental Vehicle at actual or estimated cost per occurrence caused by (I) overhead damage, (ii) undercarriage damage, including entry step, and wheels, (iii) all damage caused during off-road use, (iv) overheating or freezing vehicle systems, (v) damage from backing up the Rental Vehicle, and (vi) any accident caused by willtul misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (vii) damage to motorhome slide out, (vii) damage caused by failure to maintain Rental Vehicle, (ix) or any form of inattentive driving, including falling asleep. CDW does not apply to Optional Equipment we rent to you for use in the Vehicle. CDW also does

not cover locked keys. Any CDW that you purchase will be invalidated, and we will not waive our right to hold you financially responsible for collision damage to the Vehicle that results from a Prohibited Use.

### 14. RENTERS CONTINGENT LIABILITY INSURANCE (RCLI)

See master policy for complete details as this is a summary and is not a complete description of the coverage. The master policy contains the legal provisions of the plan, copies of which are available upon request from the Lessor's corporate office. Renta contingent liability insurance (RCLI) is optional protection you can elect to purchase when you rent your Rental Vehicle. By Renters acceptance of RCLI, indicated by Renters initials on Part A of the Rental Contract RCLI and payment of proper charges for RCLI and when offered under this Rental Contract, RCLI provides the Renter auto liability insurance that protects Renter for up to the state or provincial minimum financial responsibility and limits against claims made by third-party for death bodily injury and/ or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle. RCLI, to the extent permitted by applicable state or provincial law, is primary. Our allies subject to all provisions, limitations, and exceptions of master policy, copies of which are available upon request to the Lessor's corporate office.

# Jurisdiction: USA and Canada

Coverage: rental liability insurance (RCLI) provides auto liability insurance that protects Renter for up to the state or provincial minimum financial responsibility to limits against claims made by third-party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating in the Rental Vehicle. Limits: the limit of coverage available for anyone accident is the minimum financial responsibility limit of the state or provinces in which the accident occurs. RCLI, to the extent permitted by applicable state or provincial law, is primary. Uninsured and underinsured motorist coverage for bodily injury per person accident and for bodily injury per accident is the statutory limits of the state or province in which the accident occurs. Deductible: there is a \$2,500.00 deductible with RCLI.

Exclusions–RCLI: exclusions include but are not limited to the following: use of the Rental Vehicle in violation of the terms and conditions of the Rental Contract. Accidents which occur while Renter is under the influence of alcohol or narcotics. Accident arising out of use of Rental Vehicle by an unauthorized driver.

Please see The Master Policy. This outline is not a complete description of the coverage. The master policy contains the legal provisions of the plan and copies of which are available upon request to the company's corporate office.

Claims: contact your rental location for claim forms and claim procedures. Renter will indemnify and hold the Lessor harmless from and against any loss, liability and expense in excess of limits or beyond the scope of the protection provided for above arising from the use or possession of the Rental Vehicle by Renter or other persons with Renter's permission. Coverage is void and not effective if Renter violates any of the terms and conditions of the Rental Contract or if Rental Vehicle is obtained through Rental Contract based on false are fraudulent information. Renter accepts or declines coverage at the rate(s) included in the Rental Contract. Acceptance is proof of coverage under policy issued to Lessor as outlined in separate brochure. RCLI is an insurance program offered by an independent insurance company and not Lessor. The insurance premium administration and or Service fee, if any, are included in Part A of the Rental Contract. The terms and conditions of RCLI coverage are outlined in a brochure available at the rental counter.

### 15. SUPPLEMENTAL LIABILITYINSURANCE(SLI)

See master policy for complete details as this is a summary and is not a complete description of the coverage. The master policy contains the legal provisions of the insurance, copies of which are available upon request from the Lessor's corporate office. Supplemental liability insurance (SLI) is optional protection that you can elect to purchase when you rent your Rental Vehicle. By Renter's acceptance of SLI, indicated by Renter's initials on Part A of the Rental Contract. SLI" and payment of proper charges for SLI and when offered under this Rental Contract, SLI provides the Renter excess auto liability insurance that protects Renter for the difference between the underlying insurance and \$1 million against claims made by third-party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle. SLI, to the extent permitted by applicable state or provincial law, is excess/secondary to any valid and collectible liability insurance Renter may have. Supplemental liability insurance is excess of all other available insurance including a personal umbrella policy of Renter. If the Renter is from a foreign country and purchased a foreign SLI policy, the foreign SLI policy will be primary and the SLI purchased pursuant to this Rental Contract will be secondary. SLI is subject to all the provisions, limitations, and exceptions of the master policy, copies of which are available for review at the rental station.

# Jurisdiction: USA and Canada

Coverage: supplemental liability insurance (SLI) provides auto liability insurance that affords Renter for up to \$1 million against claims made by a third-party for death, bodily injury and/or.

property damage sustained as a result of an accident while Renter is operating the Rental Vehicle.

Limits: the limit of coverage available for anyone accident is the difference between the underline insurance and \$1 million. Supplemental liability insurance, to the extent permitted by applicable state or provincial laws, is excess/secondary to any valid and collectible liability insurance you may have. Deductible: there is no deductible with supplemental liability insurance. Exclusions-SLI: exclusions include but are not limited to the following: the use of a Rental Vehicle in violation of the terms and conditions of the Rental Contract. Accidents which occur while Renter is under the influence of alcohol or narcotics. Accidents arising out of the use of Rental Vehicle by an on authorized driver.

### 17. MISCELLANEOUS PROVISIONS

- a) This Rental Contract. Renter acknowledges that this Rental Contract is a legal binding agreement that Renter has the option prior to signing the Rental Contract of obtaining independent legal advice in regards to its terms and conditions if Renter so desires.
- b) Signature acknowledgment. By Renter filing of claims for reimbursement, settlement of applicable charges, and signature of Rental Contract at return, Renter waves any and all claims against Lessor, all parties, travel agents, wholesalers and the like, related to the reservation and the rental of the Rental Vabricle
- c) Severability if anyone or more of the terms or conditions of this Rental Contract should be held contrary to any provision of applicable law or contrary to or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, and such terms or conditions shall be null and void and shall be deemed separate from the remaining terms and conditions of this contract, and shall in no way affect the validity of any of the other terms and conditions of this Rental Contract.
- d) Arbitration. Renter and Lessor waive the right to trial, whether by judge or jury, for any claim or dispute which may arise under this Rental Contract. Any dispute, claim our controversy arising out of or relating to this contract or breach, termination, enforcement, interpretation or validity thereof, Including the determination of the scope or applicability of this Rental Contract to arbitrate, shall be determined by arbitration in the city or county of the state or province where the Rental Contract is executed, before a single arbitrator the arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award maybe entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court or appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the cost of the arbitration, including the fees of the arbitration in parts.
- e) Governing law; Jurisdiction. By acceptance of this Rental Contract (with Renter signature on Part A of this Rental Contract at Rental Vehicle check out), Renter and Lessor mutually agreed that the laws of the state or province where this Rental Contract is executed, shall govern the validity, interpretation and enforcement of this Rental Contract in all matters pertaining to this Rental Contract. If suit or claim becomes necessary by any party for enforcement of the provisions of this Rental Contract, then the venue for any claims or suits brought by any party shall be the city or county of the state or province where this rental contract is executed. The place of reservation is irrelevant. Any change of the venue requires this written mutual approval of the change by both Renter and lessor.
- f) Captions. The headings used in this Rental Contract are for the convenience of the Renter and the Lessor only and shall not be considered and construing the provisions of this Rental Contract. G. Amendments to Rental Contract. Part A Rental Contract, the additional terms and conditions of the Rental Contract, and the addendum contained all the agreements between Renter and Lessor and merge and supersede all other oral or written communication related to this contract to include, but not limited to, all marketing and advertising presentations or materials, all reservations communications and documents, all services, repairs, and road assistance materials and communications. No provisions of this Rental Contract may be waived or modified orally or in writing by any employee, licensee or agent of Lessor except by a written instrument signed by the president or vice president of the Lessor.

# 18. RENTAL VEHICLE CHECKIN:

- a) The Rental Vehicle must be checked in and vacated prior to 12 pm on the day Renter is scheduled to return.
- b) Renter returning late will be charged a late fee determined by Lessor. c) Holding tanks and toilets must be emptied and flashed prior to return or Renter will be charged a minimum of \$250 per tank.
- **d)** Diesel tank must befall or the shortage will be estimated and charged at up to double the current market rate per gallon.
- e) No refunds for early returns.
- f) Renter is responsible for any fines; charges for road tolls; traffic and parking violations issued; court cost; and any other violation while the Rental Vehicle is in their possession and Renter will be charged accordingly. In addition Renter agrees to pay an administrative fee of \$50 for each such charge.

- q) Lessor is not responsible for any article left in Rental Vehicle by Renter
- h) Renter must return the Rental Vehicle in a clean condition, or additional cleaning fees will be estimated and charged at a labor rate of the return locations then current labor rate.

#### 19. MAINTENANCEANDRENTERSRESPONSIBILITY:

a) Lessor provides Renter with detailed instructions and guidelines for operating Rental Vehicle and its systems. Renter's failure to adhere to the instructions and guidelines provided by Lessor in verbal, visual or written form constitutes improper use of Rental Vehicle and may result in damage or decreased function in Rental Vehicle or it systems. Any and all damage and decreased functions resulting from improper use of Rental Vehicle is the sole responsibility of the Renter and Renter will be required to pay Lessor for repairs and loss use of Rental Vehicle or its systems.

b) Renter is responsible for checking engine oil at each refueling, and coolant levels and tire pressure in the morning when the engine is cold, Renter is also responsible for checking into and reporting any problems Renter notices with the Rental Vehicle (fluid leaks, smoke, warning lights, etc.)

c) Renter will be held responsible for mechanical damage caused by negligence in operation and/or normal maintenance (i.e. Driving with very low engine oil, transmission fluid, etc.) you may not transport more people than manufacture of the unit recommends for the specified vehicle type, or more people than there are seatibelts in the vehicle. Should you transport more people than recommended, you may be in violation of traffic safety laws and the excess weight could cause an accident or mechanical failure. In either case, Renter will be held fully responsible.

## 20.ON-ROAD SUPPORT HELPLINE: 307-200-7220

a) Renter is authorized to proceed with necessary parts and/or repairs up to \$75 and will be reimbursed upon presentation of receipt. In the event of needed parts and/or repairs in excess of \$75, the Renter must call the on-the-road support helpline using the number to obtain authorization prior to the repair being made. Cell phone charges will not be reimbursed.

b) Lessor will reimburse for authorized repair as needed as a result of mechanical failure and may refund rental charges or fraction thereof. Renter assumes full responsibility for any additional expenses (e.g. lodging, delay, loss of business, transportation, etc.) incurred by reason of a breakdown. Only the repaired Rental Vehicle will qualify for reimbursement. Claims for any accompanying vehicle will not be accepted.

- c) Customer must call the on road support helpline for assistance and follow all recommendations in order to be eligible for compensation consideration.
- d) The on the road support helpline is a courtesy service provided by MOTERRA for our customers. On the road help line personnel are not authorized to determine lost time/use refunds. Any refund consideration will be made by Manager overseeing the return location. Claims for compensation by Renter after the completion of the rental. Must be submitted in writing within 45 days of the return of the Rental Vehicle to Lessor's possession. Renter agrees that no claims will be excepted if submitted more than 45 days after the return of the Rental Vehicle.
- e)Pleasenote: a Rental Vehicle provides multiple features including transportation, lodging, cooking facilities, toilet, shower, etc. An equipment maffunction resulting in the loss of one or more of these facilities may cause certain inconveniences but does not constitute complete loss of Rental Vehicle use. Lessor will not be responsible for lost due to breakdown of items such as radio, tape player, television, cruise control, electronics, etc., as they are not critical to the performance of the Rental Vehicle.

# 21.TRAVELINGINCANADAORALASKA

- a) United States liability insurance is void while traveling in Mexico.
- c) Lessor will not accept toll-free calls or any receipts for repairs or parts from Mexico.
- **d)** Renter is responsible for all repairs and breakdowns to the Rental Vehicle and for any and all related problems while traveling beyond the following routes:
  - In Western Canada, and location further north than one would ordinarily drive to access (a) Jasper National Park from our Seattle or Whitefish Locations, or (b) Vancouver Island or Whistler from our Seattle Location. The only exemption is Edmonton.
  - In Eastern Canada, any location outside of the provinces of Nova Scotia and New Brunswick, and any location in the province of Quebec that lies more than 100km from the Northern shore of Lac Saint Pierre.

RENTER:
DATE:
RENTER:
DATE:
RENTER:
DATE:

By the signature(s) below, Renter(s) acknowledge(s) receipt of this contract and agree(s) to be bound by its Terms and Conditions

# PART C: MOTERRA Rental Policies

# Valid 1 January 2020 - 1 March 2030

## 1.SUMMARYOFRENTALCONDITIONS:

This document contains a brief summary of the rental conditions for MOTERRA. The full details of the MOTERRA rental agreement will and do apply. All rates quoted are in US dollars.

#### 2 DENITAL EVTENCION.

If the renter wishes to extend the rental whilst on rental, they must obtain authorization from MOTERRA. Rental extension is subject to fleet availability. The extra cost (Gross Rate) of an extended rental must be paid by credit card via telephone or at a MOTERRA Rental Office Branch immediately upon confirmation of the rental extension. All extensions are treated as a "booking amendment" and the booking amendment conditions will apply. Rental Charges: Rental Charges are calculated on a "per night basis.

#### 3. ONE-WAYRENTALS

One-way rentals are available between all MOTERRA Rental Offices subject to a 5-night minimum rental period and must be arranged in advance of the rental period. Fee will be assessed at the time of booking and will include but are not limited to cost of travel, use of fuel, mileage, labor and the cost of one rental night.

#### 4.MOTERRARENTALOFFICESANDOFFICEHOURS:

Moterra Rental Office locations are open upon arrangement and are not guaranteed to be staffed during normal business hours. We can be reached at 307-200-7220. Rental Offices will be closed on the following public holidays: Easter Sunday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day

### 5. VEHICLECOLLECTIONANDRETURN:

Vehicles can be collected seven days a week between 9:00am and 5.00pm unless a different time has been specified in writing by MOTERRA. Vehicles must be returned by 12:00pm, or will be subject to fees listed in part B of this agreement.

#### E MII EAGE

All mileage packages must be prepaid before departure. There is no refund for any unused miles. Excess miles are charged at \$0.50 per mile upon return of vehicle.

#### 7.TRANSFERS:

Vehicles must be collected and returned to our rental office (no airport returns are permitted). Failure to return to a MOTERRA rental office may result in a relocation fee being charged or up to \$1500.00. Transfers to and from the MOTERRA rental office are not included in the rental price. It is the renter's responsibility to get to and from the rental office.

### 8. PAYMENTATRENTALOFFICES:

For security reasons, MOTERRA will only allow accepted credit or debit cards for rental charges, paid on vehicle pick up or drop off. Cash payments will not be accepted at rental offices. The Bond will be authorized against your credit card, there is no exception to this condition.

### 9. EXCHANGERATE/CURRENCY VARIATIONS:

All credit card transactions are conducted in US Dollars. Due to exchange rate fluctuations, there could be some variance in the amount refunded compared to the amount initially charged. MOTERRA does not accept any liability for variances up or down. Refunds by credit card can take up to 15 working days depending on the renter's Financial Institution.

## 10.DRIVER'SLICENSEANDMINIMUMAGE:

A current and full motor vehicle driver's license is required. If the driver's license is not in the English language then an international driver's license is also required. An accredited English translation will be accepted in lieu of an international driving permit. The driver's license must have been held for at least one year and be valid for the whole length of the rental. The original driver's license must be shown at time of pick-up when the driver is present. Drivers must be 25 years of age or over.

### 11. VEHICLECONSULTATION:

On pick up of the vehicle our staff will provide a complimentary vehicle consultation. This includes an explanation of all the interior and exterior features of the vehicle as well as driving tips.

### 12.TRAVELRESTRICTIONS:

MOTERRA reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the rental period. Underground parking, parking garages, drive-thrus: To prevent overhead damage, MOTERRA vehicles are not allowed in any parking structures or drive thrus. Death Valley and other desert areas vehicles are not allowed to operate in Death Valley and other desert areas during 15 May to 15 September due to extremely high temperatures which can cause system failures. At other times clients visit these areas at their own risk and are thus responsible for all recovery and other charges. During certain periods these areas are not habitable and could pose a danger to the driver and passengers. Mexico, Alaska, Yukon and Northwest Territories & Newfoundland: Travel to Mexico, Alaska, Yukon and Northwest Territories & Newfoundland is strictly prohibited vibrutour prior written permission from the lessor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lessor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lessor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man Festival: It is strictly prohibited vibrutour prior written permission from the lossor. Burning Man F

#### 13. CHANGEOFDROP-OFFDESTINATION:

If the renter wishes to change the drop off destination after the rental has commenced, they first must obtain authorization from the MOTERRA Reservations. Subject to the change being approved, an additional charge will be assessed.

#### 14.REPAIRS

Repairs up to \$75 may be affected without authorization and will be reimbursed unless the damage is caused by the renter. For amounts over \$75, MOTERRA will need to be informed in advance.

### 15.INFRINGEMENTSANDADMINISTRATIONFEES:

The renter is responsible for paying the charging authorities directly for all parking citations, tolls, lines for toil evasion, and other fees, fines and penalties assessed against the renter, MOTERRA, or the Vehicle during this rental. Such charges are referred to in this Agreement as "Citations." If MOTERRA is notified that MOTERRA may be responsible for payment of a Citation, the renter will pay MOTERRA for all amounts MOTERRA pays on the renters behalf, and, in addition, pay MOTERRA a processing fee of up to \$50 for each such notice.

#### 16.LIMITOFLIABILITY:

In the event of no alternative vehicle being available to the renter MOTERRA's liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by the renter) the remainder of the hire period.

#### 17 IMPORTANT

MOTERRA reserves the right to refuse any rental at our discretion.

### 18. ANIMALS:

Service dogs are permitted to travel in MOTERRA vehicles with prior permission from MOTERRA. Any other animal must receive prior permission from MOTERRA, and will incur a cleaning fee.

# 19.SMOKING:

Smoking is not permitted in MOTERRA vehicles. A \$500 cleaning fee will apply and be charged to the renter's credit card upon return of the vehicle if smoke smell is present.

### 20. CANCELATIONFEES:

35% of the total cost of the reservation will be charged as a deposit, refundable up to 45 days prior to date of travel. Full payment is required 45 days prior to date of travel and is not refundable from that point forward. Please note: If you have booked through a travel agent, their cancelation terms will apply in addition. It canceled on the day of pick-up or no show - 100% of the rental cost will apply. No refunds can be given for early returns.

### 21.TRAVELINSURANCE:

MOTERRA strongly recommends the renter purchases a comprehensive travel insurance policy prior to travel in the USA through a reputable provider.

## 22. STANDARDLIABILITY: MOTERRA's rental charge does NOT include:

- Basic liability insurance as required by US law with each rental

-Standard Insurance for damage on the MOTERRA vehicle

### Additionalinsuranceoptions:

RCLI(Renters Contingent Liability Insurance) is available at additional cost of \$17.00 per night. RCLI provides the Renter auto liability insurance that protects Renter for up to the state or provincial minimum financial responsibility and limits against claims made by third-party for death bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle.

 $\textbf{SLI}(\text{Supplementary Liability Insurance}) \ is \ available \ at \ additional \ cost \ of \$29 \ per \ night - this \ will \ cover \ the \ renter \ for \ up \ to \ US\$1.000.000,00 \ in \ potential \ liability \ claims$ 

CDW(Collision damage Waiver) with \$1500 Excess/Deductible on the vehicle is available at \$39 per night. Does not include protection against theft and vandalism. A Bond of \$1500 will be authorized against your credit card at the time of collection of your vehicle.

#### 23. BOND

The bond will be \$1500.00 as outlined in the standard liability and additional insurance option section. The Bond will be charged against the credit card upon collection of the vehicle. The Bond will automatically be released back onto your credit card within 10 working days from the day you dropped off your vehicle. The number of days until the amount is released will depend on your Bank's Conditions. If there is damage to the vehicle on its return, the Bond will be used to cover the cost of such damage up to the amount of the relevant Liability. However, if the terms of the Rental Agreement & Terms and Conditions/Policies are breached and the Bond is insufficient to cover the damage, then any extra cost will be charged.

### 24. FULL RESPONSIBILITY:

At all times the renter is responsible for: • Damage caused where the terms of Rental Agreement have been breached; • Damage caused by negligence; • Damage caused to the Vehicle in any way by part or total water submersion or salt water. • Damage caused due to a single vehicle noll over: • Damage caused to the Vehicle by the renter's willful conduct • Damage caused to the Vehicle by the renter's willful conduct • Damage caused to the Vehicle in contravention of any legislation or regulation controlling vehicular traffic; • Damage or loss caused to any personal belongings; • Damage caused due to use of incorrect or contaminated fuel; • Damage to roof vent,poptop, overhead or underbody of the Vehicle.

Rates/Terms/Conditions:Arecorrectattimeofprintandaresubjecttochangewitho