

TERMS AND CONDITIONS OF RENTAL AGREEMENT

PRIME RENTALS rents the vehicle described in the Rental Agreement to the Renter on the terms and conditions set out in the Rental Agreement and upon the following terms and conditions:

SECURITY PRE-AUTHORIZATION

A security pre-authorization on a valid credit card is required at the time the rental vehicle is rented. The credit card used for the security pre-authorization must be produced and signed by the credit card holder. The security pre-authorization will be used as security for any and all charges incurred.

PAYMENT OF RENTAL INVOICE

Renter shall pay Prime Rentals all charges incurred in connection with the Rental Agreement. Renter gives Prime Rentals permission to process an unsigned credit card voucher in the renters name for payment of charges. The renter agrees that all charges on the agreement are subject to final audit. The renter authorizes Prime Rentals to debit or credit the renter's credit card account within 20 days of return of the vehicle with any additional amount resulting from an omission or error on this agreement. The renter will be advised by mail of any changes. If the renter has indicated a company or other party will pay the charges under the Rental Agreement and payment is not made promptly, the renter shall personally pay all unpaid charges upon demand.

CONDITION OF VEHICLE

Renter acknowledges receipt of the vehicle undamaged and in good mechanical condition and shall return the vehicle in the same condition as when received. Renter will notify Prime Rentals immediately of any mechanical issues or failures. Renter agrees to pay Prime Rentals an appropriate cleaning charge if the vehicle is returned in an excessively dirty or soiled condition. All rental vehicles are NON-SMOKING, NO PET vehicles.

DATE OF RETURN

Renter agrees to return the vehicle to Prime Rentals on or before the due back date noted on the Rental Agreement at the renting location. If the renter drops off the vehicle after closing time or at an off-site location agreed to by Prime Rentals, the renter is solely responsible for any loss or damage to the vehicle HOWEVER INCURRED AND REGARDLESS OF FAULT, until Prime Rentals inspects and accepts the vehicle condition.

If the rental vehicle is not returned within 24 hours of the date and time referred to in the rental contract, Prime Rentals has the right to report the vehicle stolen and the renter releases Prime Rentals from any claims arising from such report.

AUTHORIZED DRIVER(S)

All authorized drivers must be listed on the Rental Agreement. The rental vehicle must not be used, operated or driven, nor does Prime Rentals give its consent, expressed or implied, to the vehicle being used, operated or driven by any person other than the renter or additional driver(s) listed on the Rental Agreement. Renter is responsible for all damage and losses suffered by Prime Rentals if the vehicle is used, operated or driven by a person not listed on the Rental Agreement.

DAMAGE TO VEHICLE

Renter Responsibility: Regardless of whether the renter is negligent or not, the renter shall be responsible to Prime Rentals and shall pay Prime Rentals for all loss or damage to the rental vehicle HOWEVER INCURRED. Such loss and damage shall include, but is not limited to, damage to the glass, tires, rims, wheels, accessories, interior of the vehicle, undercarriage and roof. Renter agrees to pay Prime Rentals a sum equal to the daily rental rate as shown on this agreement for each day the vehicle is unavailable for rent.

Loss Damage Waiver (LDW) : If the renter accepts LDW and agrees to pay Prime Rentals the amount per day for such coverage, subject to the deductible, Prime Rentals waives its right to hold the renter responsible for any loss or damage. The deductible will apply to each separate incident of damage that occurs. **However, notwithstanding this provision or any other term or condition of this agreement, the renter shall be responsible for all loss and damage as referred to under "Renter Responsibility" if the vehicle was used in contravention of any terms and conditions of this agreement, including all damage incurred when vehicle is driven off main roads or highways.**

PROHIBITED USE

Rental vehicle shall not be used, operated or driven:

- in violation of any terms and conditions of this agreement
- by anyone not specifically noted on the rental agreement as the renter or additional driver
- by anyone who has given a false name, age, address or other false or misleading information
- by the renter or any other person while their ability to drive a motor vehicle is impaired by alcohol or drugs
- to carry or transport flammable or hazardous materials
- in violation of any provisions of the Criminal Code of Canada or for any illegal purpose
- to push or tow any trailer or other vehicle
- by a person who should suspect further use of the vehicle would cause it damage
- to carry more people in the vehicle than the number of seatbelts provided
- off main roads or highways, in or through any area to which the general public is not ordinarily entitled or permitted to use for the passage or parking of vehicles
- in any race, speed test or contest, training activity or in a reckless or abusive manner

REPORTING OF ACCIDENTS OR THEFT

Renter shall report any collision, theft or vandalism of the rental vehicle to the local police and file a written report with ICBC and Prime Rentals within 24 hours.

TICKETS, FINES & TOWING CHARGES

Renter shall pay all tolls, tickets, fines and other costs associated with traffic and parking violations issued during the rental period. In addition, the Renter is responsible for all towing charges howsoever incurred and is also responsible for paying all applicable service, storage or administration fees.

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 the renter does not have the keys to return to Prime Rentals, for whatsoever reason, the renter is solely responsible for the loss of the vehicle or for any damages sustained.

PERSONAL PROPERTY

Prime Rentals is not responsible for loss or damage to any property left in, upon, carried or stored in the vehicle either during the rental period or after the vehicle has been returned to Prime Rentals.

LOADS

Renter agrees to pay Prime Rentals for any and all damage and/or mechanical repairs resulting from the vehicle being overloaded or improperly loaded, or resulting from an unsecured or inadequately secured load.

PRIVACY

Renter consents to Prime Rentals collecting, using and disclosing Personal Individual Information (PII) for the purpose of servicing and administering rentals and related purposes as defined in Prime Rentals privacy policy, a copy of which is available at the Administration office.