

## Terms and Conditions

These terms and conditions, the rental record signed by you and any other documents which you are required to sign when you rent, together constitute the agreement ("This Agreement") for the rental of the vehicle or accessories identified on this rental contract, including all "car", and "accessory" parts. This agreement is between the renter (you), and Kipp Scott Motors Ltd.

### 1. Nature of This Agreement

You are obtaining a sole bailment that allows the renter (you) use of a vehicle and associated parts and accessories as permitted by this agreement. The Renter (you) acknowledge that the car is owned by Kipp Scott Motors Ltd. No one other than Kipp Scott Motors Ltd. may transfer the vehicle or associated parts and accessories or any rights of obligation under this agreement. Other actions involving the vehicle outside the terms & conditions will void this agreement. Neither the renter (you) or any authorized operators are agents of Kipp Scott Motors Ltd., you may not service or repair the vehicle without consent from Kipp Scott Motors Ltd.

### 2. Permitted to operate the vehicle

Only you and the following persons listed as authorized operators may operate the vehicle. For replacement rentals or any rental covered by a third party, only authorized operators as expressed by the third party are permitted to operate. For any other rentals, the persons who meets Kipp Scott Motors Ltd. renters' qualifications and who signs additional authorized operator forms at the time of rental are permitted to use the vehicle. Kipp Scott Motors Ltd. requires all renters to be over the age of 21 years old, have a valid driver's license from acceptable jurisdictions, except to the extent of valet parking. For purposes of an "emergency" shall require urgent circumstances would justify the use to the vehicle. Kipp Scott Motors Ltd. may impose additional conditions of operation, such as jointly and severally responsible for your obligations. Should Kipp Scott Motors Ltd. suspect any impairment, or suspicious activity during the use of the vehicle the agreement and car will be seized or returned immediately.

### 3. Return

Ordinary wear due to reasonable use expected. You must return the vehicle and accessories to Kipp Scott Motors Ltd. in the same condition it was when you received it, on the specified date of return on the rental agreement, or sooner if demanded. In the event the rental needs to be extended, authorization is required from Kipp Scott Motors Ltd. **The vehicle will remain subject to these terms and conditions until Kipp Scott Motors Ltd. has inspected and accepted, should the vehicle be returned after business hours, 9am - 5pm, Monday-Friday. You are responsible for any damage to the car until Kipp Scott Motors Ltd. has inspected and accepted the return of the vehicle and associated accessories.** Should the renter not return the vehicle at the expected date, Kipp Scott Motors Ltd. will process a demand letter, should the vehicle not be returned after reasonable receipt of the demand letter (sent to your residence on contract) Kipp Scott Motors Ltd. will apply retrieval, legal, lost revenue costs, any outstanding costs regarding parking, impound, to the responsibility of the renter. Kipp Scott Motors Ltd. will have location devices installed in rental vehicles in order to locate and retrieve. Privacy of location when renting from Kipp Scott Motors Ltd. is not Guaranteed. By signing this agreement, the renter is accepting that fact. It is the responsibility of the renter to disconnect any paired Bluetooth devices or synced data. If the car requires more than Kipp Scott Motors Ltd. standard cleaning, Kipp Scott Motors Ltd. will charge you the \$450 clean fee as disclosed on the front of this agreement and in paragraph 7.

### 4. Renters Responsibility for loss of or damage to the vehicle and optional parts and accessories, role of optional damage waiver.

- a. Except as stated below, the renter (you) is responsible for any and all loss of or damage to the vehicle resulting from any cause including but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, hail, or other acts of nature or god regardless of fault.
- b. Except as stated below, the renter's responsibility will not exceed the greater of the retail fair market value for the vehicle and its manufacturers buyback program value at the time the vehicle is lost or damaged, less its salvage value, plus actual towing, storage, and impound fees. Administrative charges and a reasonable charge for loss of use (65% of the highest daily posted rental rate). Kipp Scott Motors Ltd. may, where permitted under applicable law, process one or more payments against your credit card, charge account for the losses, costs, and charges, on top of the applicable charges at the completion of your rental agreement.

- c. If you have purchased the optional loss damage waiver, which is not insurance, Kipp Scott Motors Ltd. will not hold you responsible for loss or damage to the car, except deductible if any is specified. Purchase of loss damage waiver entails an additional charge, is not required to rent a vehicle, and may be declined. The renter's own insurance (or that of an authorized operator) may cover all or part of your financial responsibilities for loss or damage to the vehicle before deciding whether to purchase loss damage waiver, please consult your insurer and confirm your automobile policy provides such coverage. Deductibles may be required by your insurer which the renter(you) will be responsible for.
- d. Use of the vehicle in a manner prohibited in paragraph 5 will, to the extent permitted by applicable law, void loss damage waivers, and cause you to be responsible for loss or damage to the vehicle resulting from that prohibited use.
- e. The renter grants Kipp Scott Motors Ltd. limited power of attorney to present claims for damage to or loss of the vehicle to your insurance provider.

## 5. Prohibited use of the vehicle

Neither the renter nor any authorized operators may:

Permit use to anyone other than the renter or authorized operators.

- b. Intentionally destroy damage or aid in the theft of the vehicle.
- c. Take or attempt to take the vehicle anywhere outside of Alberta except as expressly permitted under the agreement.
- d. Engage in any willful or wanton misconduct, which may include reckless conduct such as: Failure to use seat belts, failure to use child seats or child restraints where legally required, use when overloaded, use off paved roads or on roads which are not regularly maintained, leaving the car, and failing to remove keys, failing to close and lock all doors, windows, or trunk.
- e. Use or Permit the use of the vehicle to anyone:
  - i. While legally intoxicated or under the influence, which adversely affect a person's ability to drive safely.
  - ii. For any purpose that could be considered a crime, such as, the illegal transportation of persons, drugs/ contraband, or any direct or indirect act of terrorism causing or threatening harm of whatever nature by whatever means made or claimed to be made in whole or in part for political, religious, ideological, or similar purpose.
  - iii. Tow or push anything unless otherwise specified (towing only).
  - iv. In a speed test, speed contest, race, rally, speed endurance contest or demonstration.
  - v. In driver training activity.
  - vi. To carry persons or property for hire (taxi, uber, courier).
  - vii. If the vehicle has been obtained by Kipp Scott Motors Ltd. by fraud or misrepresentation or,
  - viii. To carry hazardous materials (other than customary quantities of materials used in the operation of the car that are stored within the containers provided for them) Explosives, biologically active materials that are hazardous to human health or radioactive material including but not limited to any biologically active or radioactive material for research, education, development, or industrial purpose.
- f. For replacement rentals, take or attempt to take the vehicle out of the province in which it was rented without first obtaining specific written permission from Kipp Scott Motors Ltd., which permission may be withheld in Kipp Scott Motors Ltd. discretion.
- g. Any Use of the vehicle in a manner prohibited above:
  - i. To the extent permitted by applicable law, will cause you to lose the benefit of any limitation on your liability for loss or damage to the car, even if you have accepted loss damage waivers.
  - ii. To the extent Permitted by applicable law, will cause you to lose the benefit of all personal accident insurance and personal effects coverage and loss protection to Kipp Scott Motors Ltd. under this agreement.
  - iii. Will constitute a breach of this agreement making the renter responsible to the fullest extent permitted by law, for the actual and consequential damages to Kipp Scott Motors Ltd. caused by the breach, together with Kipp Scott Motors Ltd. related costs and fees.

## 6. Payment of Charges

The renter and any person, corporation, or other entity to whom, with Kipp Scott Motors Ltd. consent, you expressly direct the charges in any way incurred under this agreement ("charges") to be billed, are jointly and severally responsible for the payment of all charges. If you direct charges to be billed to any person, corporation, or other entity, the renter represents that the renter is authorized to do so. Charges not paid on time as required by this agreement may be subject to the late payment fees.

Kipp Scott Motors Ltd. does not except pre-paid credit cards, debit cards, cash, or collateral of any kind. **Kipp Scott Motors Ltd. accepts all major credit cards, and account-based payment, should the renter be approved by Kipp Scott Motors Ltd. A major Credit Card MUST be presented at the time of rental.** Charges not known to Kipp Scott Motors Ltd. at the completion of the rental agreement are payable by the renter or the person, corporation, or other entity, immediately upon receipt of an invoice. When you present a credit card at the commencement of the rental, the renter is authorizing Kipp Scott Motors Ltd. to reserve credit of \$250.00. Kipp Scott Motors Ltd. is not liable for over limit fees or any other losses or liabilities which you may incur. In the event the rental exceeds a credit limit, multiple payments will be processed and may be conducted over a period of time until the amount has been satisfied, upon approval from management. If any errors or delayed charges from tolls, parking tickets, speeding tickets, any traffic violations are found after the closure of the rental contract Kipp Scott Motors Ltd. reserves the right to use the credit card from the file to process immediate payment.

## 7. Computation of Charges

- a. Time Charges are computed at the rates specified on the rental agreement for days, weeks, months, extra hours, and extra days (including days in excess of any longer specified time period). The minimum rental charge is one rental day. Rental days consist of a consecutive 24-hour period starting at the time the rental is checked out, as noted on the front of the rental agreement.
- b. The extra hours rate is charged for each full or partial hour in excess of a rental day until such extra hour's charges equal the daily rate specified on the rental agreement for an extra day. Extra hours are only charged if the vehicle is returned 2 hours or more beyond the start of a new rental day, however, as specified in paragraph 3, if the vehicle is returned after hours, charges may continue to accrue until the return location reopens for business. If you fail to comply with any conditions specified on the rental agreement, applicable to special rates, Kipp Scott Motors Ltd. will charge you the applicable rental rates.
- c. Kilometer charges (If applicable), including those for extra kilometers, if any, are based on the per kilometer rate of \$0.20/excess KM. The number of kilometers driven is determined by subtracting the vehicles odometer reading at the beginning of the rental from the reading when the vehicle is returned, excluding tenths of kilometers. The per kilometer rate is then multiplied by the number of kilometers driven in excess of those allowed. The result is the kilometer charge.
- d. The highest posted daily rate will be charged per day if the rental is not returned 2 hours past the return time, as stated on the front of the agreement. The renter has up to a maximum of 3 days to return the vehicle, after that period the vehicle will be considered stolen, and a demand letter processed. Late fees can be avoided if the renter contacts Kipp Scott Motors Ltd. before the end of the contract and an extension is available.
- e. Loss damage waiver charges, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the rental agreement (prior to taking possession of the rental vehicle.)
- f. Taxes, tax reimbursements, vehicle licensing fees, recoveries, or governmental charges are charged and recovered as where required or permitted by applicable law.
  - i. **Recovery Expense** consists of all costs of any kind incurred by Kipp Scott Motors Ltd. in recovering the car either under this agreement, or if it is seized by government authorities, as a result of its use by the renter, or any authorized operator, or any other operator with the renter's permission, including but not limited to all lawyers' fees and court costs.
  - ii. **Collection expense** consists of all costs of any kind incurred by Kipp Scott Motors Ltd. in collecting charges from the renter, the person, corporation, or other entity to whom they are billed, including but not limited to all lawyers' fees and court costs.
  - iii. **Late payment fees** may be applied to any balance due for charges that are not paid within 30 days of a Kipp Scott Motors Ltd. presented invoice for such charges, to you or the person, corporation, or other entity to whom they are to be billed.
  - iv. **Fines and other expenses** include, but are not limited to, fines, penalties, attorney's fees, and court costs assessed against or paid by Kipp Scott Motors Ltd. resulting from the use of the vehicle by the renter, any authorized operators, or any other operator the renter grants permission.
  - v. **Charges of additional services**, such as accessories, child seats, or any separately provided product that is lost, stolen or damaged while the vehicle is on rent, the renter must notify Kipp Scott Motors Ltd., and is responsible for the value of the products.

- vi. Smoking fee** in the event it is determined by Kipp Scott Motors Ltd. that anyone smoked in the vehicle (based on odor, test strips or other mechanisms) or the vehicle smells of marijuana or other smoke you will be charged a \$450 cleaning fee.
- vii. Any other Charges** specified on the rental agreement will be charged at the applicable rates specified on the agreement. Any such charges which are stated on the rental agreement as a daily rate shall be due and payable for each full or partial day.
- g. Charges will continue to accrue until the vehicle is returned if the vehicle has been stolen, until the renter reports the theft both to the police in the jurisdiction in which the theft occurs and to Kipp Scott Motors Ltd.

## 8. Refueling options

All Kipp Scott Motors Ltd. rental vehicles come with a full tank of gas, and we offer 2 refueling options:

- a. **You Refuel**, Prior to returning the vehicle, you must ensure the fuel is at the level it was when received to avoid any additional charges. You will be given a 10-minute grace period to put fuel in the vehicle, should you forget.
- b. **We Refuel**, if you do not put fuel in the vehicle to the level it was received, you will be charged the rate of \$1.50 per litre, for the service to refuel the vehicle.

## 9. Responsibility for Property

The renter agrees that Kipp Scott Motors Ltd. is not responsible to the renter, any authorized operators or anyone else for any loss or damage to personal property caused by acts or omissions, those of any third party or, to the extent permitted by law by Kipp Scott Motors Ltd. negligence. The renter and any authorized operators hereby waive any claim against Kipp Scott Motors Ltd., its agents, employees or affiliates for loss or damage to the renter or anyone else's personal property, which includes, without limitation. Property left in any Kipp Scott Motors Ltd. vehicle or brought on the Kipp Scott Motors Ltd. premises, caused by the renter or any authorized operator by any third party or to the extent permitted by law by Kipp Scott Motors Ltd. negligence whether in whole or in part, the renter and authorized operators agree to indemnify and hold Kipp Scott Motors Ltd. harmless from any claims against Kipp Scott Motors Ltd. for the loss or damage to personal property that is connected with the rental under this agreement.

## 10. Loss Protection

- a. Kipp Scott Motors Ltd. will, within the limits stated in this paragraph, indemnify, hold harmless, and defend the renter and any authorized operator from and against liability to third parties, excluding any of the renters or authorized operator's family members related by blood, marriage, or adoption residing with the renter or them if the accident results from the use of the vehicle permitted by this agreement. The limits of this protection are a combined single limit of \$1,000,000 for bodily injury and property damage. This protection will conform to the basic requirements of any applicable mandatory "no fault law" but does not include uninsured motorists or under insured motorists, supplementary no fault or any other optional coverage, to the extent permitted by law, Kipp Scott Motors Ltd. and the renter hereby reject the inclusion of any such coverage. If such coverage is imposed by operation of law for the benefit of persons other than the renter and authorized operators, then the limits of such coverage will be the minimum required by the law of the jurisdiction in which the accident occurs. Kipp Scott Motors Ltd. warrants that the protection described in the paragraph will be provided in accordance with its lawful requirements in the jurisdiction in which the accident occurs. To the extent permitted by applicable law, the protection described in this paragraph will be secondary to the renter's insurance and the insurances of the operator of the vehicle.
- b. The renter and all operators will indemnify and hold Kipp Scott Motors Ltd., its agents, employees and affiliates harmless from and against any and all loss, liability, claim, demand, cause of action, attorney's fees and expense of any kind (A "Loss") in excess of the limits stated herein or beyond the scope of the protection provided for herein arising from the use or possession of the vehicle by the renter, any authorized operators or any other operators with the renter, his or her permission, including but not limited to attorney's fees incurred by Kipp Scott Motors Ltd. to enforce any of its rights hereunder, unless such loss arises out of Kipp Scott Motors Ltd. sole negligence.

## 11. Accidents, Theft and Vandalism

You must promptly and properly report any accident, theft or vandalism involving the vehicle to Kipp Scott Motors Ltd. and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners, and relevant insurances wherever possible if the renter or any authorized operator receive any papers relating to such an incident, those papers must be promptly given to Kipp Scott Motors Ltd. You and any authorized operators must cooperate fully with Kipp Scott Motors Ltd. investigation of such incident and defense of any resulting claim. Failure to cooperate fully may void all loss protection. You and any authorized operators authorize Kipp Scott Motors Ltd. to obtain any records or information relating to any incident, irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object such jurisdictions.

## 12. Limits on Liability

- a. Kipp Scott Motors Ltd. will not be liable to the renter or any authorized operators for any indirect, special, or consequential damages (including lost profits) arising in any way out of any matter covered by this agreement.
- b. The renter understands and agree that it is improper for them to file a lawsuit concerning this agreement against any entity other than Kipp Scott Motors Ltd.

## 13. Parking and Traffic violations/tolls/privacy

- a. The renter will be responsible for and pay all parking or traffic violation fines and penalties, all towing, storage, and impoundment fees, and all tolls charged to the vehicle arising out of use, possession, or operation, of the vehicle by the renter or anyone with their permission. You agree to pay same and indemnify and hold Kipp Scott Motors Ltd. harmless if Kipp Scott Motors Ltd. pays or is required to pay the same. The renter also agrees to reimburse Kipp Scott Motors Ltd. for all its related collection and other expenses, including an administrative fee related to the cost of collection or to the cost of providing information about the renter, and authorized operators to a court or governmental agency in connection with any violations.

## 14. Waiver or change of the terms / governing law

- a. No term of this agreement may be waived or changed except by a writing signed by an expressly authorized representative of Kipp Scott Motors Ltd. Rental representatives are not authorized to waive or change any term of this agreement.
- b. This agreement shall be governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to the choice of laws rules thereof, and the renter irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.
- c. If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible and shall not affect the remainder of this agreement, which shall continue in full force and effect. If any provision of this agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere)

## 15. Payments of intermediaries

If the renter arranged for this by an insurance company, broker, or other intermediary action on the renter's behalf, may have paid commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Kipp Scott Motors Ltd. For details on compensation contact third party.

### **Summary of Optional Service**

This is a summary only and is subject to all the provisions, limitations, and exceptions of the applicable loss insurance supplement, personal accident and personal effects insurance policies, and this agreement for information regarding the optional loss damage waiver, optional windshield waiver, not covered by insurance contact Kipp Scott Motors Ltd.

### **Personal accident insurance**

If the renter accepted additional loss damage waiver coverage, the renter is not liable for the cost of the accident, vandalism, or theft occurrence, on the exception of committing an act as outlined in paragraph 5 of this agreement. These acts void the loss damage waiver coverage.

**WARNING: THE RENTER MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL WINDOWS AND TRUNK WHEN LEAVING THE VEHICLE OR LOSS DAMAGE WAIVER WILL NOT APPLY IN WHICH CASE THE RENTER IS RESPONSIBLE**

### **Roadside assistance**

Roadside assistance is provided via the automotive manufacturer which supplies the vehicle or by contacting Kipp Scott Motors Ltd.

Covered under the Roadside Assistance plan is:

1. Towing - to the nearest applicable dealership
2. Jump Start
3. Tire Changes
4. Lock Out
5. Fuel Delivery up to 7 Litres
6. Winching up to 5 Meters

### **CONTACT INFORMATION**

GMC Roadside Assistance Number: **1-800-268-6800**

Cadillac Roadside Assistance Number: **1-800-882-1112**

Main Rental Phone Number: **(403) 314 - 3011**

Kipp Scott Main Reception: **(403) 343 - 6633**

Rental Email: **rental@scottsville.com**