



Quote

Renter Information		Rental Information	
Renter: First Name Last Name	DOB: Birthday	Date out:	Time:
DL#: DL Number	EXP: Expiration Date	Date due:	Time:
Email: Email Address	Phone: Phone Number	Pickup Location:	Return Location:
Address: Street, City, Country	ZIP Code: Zip	Miles Driven: \${distance_driven}	Miles Allowed: 0

Vehicle Information		Charge Information	
Odometer Out: \${odometer_pick_up}	Odometer In: \${odometer_return}		
Fuel Out: \${fuel_level_pick_up} / 8	Fuel In: \${fuel_level_return} / 8		
		Total	CAD\$0,00
		Amount Outstanding:	
		Security Deposit:	\$0,00

Terms & Conditions

OUHASSOON RENTAL VEHICLES VEHICLE RENTAL AGREEMENT 1. DEFINITIONS **"Agreement"** : Means all terms and conditions in the rental record (the "Rental Record") and any additional documents you sign or we provide at the time of rental, electronically or otherwise. **"Renter"** : Means the person signing this Agreement, as well as any person they authorize to drive the vehicle and for whom they assume civil liability. **"We", "our", "us"** : Means Ouhassoon, the lessor. **"Authorized Driver"** : Means (a) the Renter; (b) any additional driver expressly listed by us in this Agreement. Each Authorized Driver must hold a valid driver's license and be at least 21 years of age **[To be adjusted according to company policy, respecting section 15 of the Charter of Human Rights and Freedoms (prohibition of discrimination based on age for a contract)]**. **"Vehicle"** : Means the automobile or truck identified in this Agreement, as well as any replacement vehicle, and includes all its tires, tools, accessories, equipment, keys, and documents found inside at the time of rental. **"Physical Damage"** : Means damage to, or loss of, the Vehicle resulting from (including but not limited to) collision, theft, vandalism, acts of nature, hail, flood, fire, or any other loss. **"Loss of Use"** : Means the loss for the lessor of the ability to use the Vehicle for its own purposes due to damage to or loss of the Vehicle. **"Charges"** : Means all fees, taxes, and expenses incurred under this Agreement. 2.0 RENTAL; WARRANTIES; PERSONAL PROPERTY 2.1 Only Authorized Drivers may use the Vehicle. 2.1 Your Rental is confirmed only when it is paid in full, a 250.00\$ security deposit will apply and returned in full with in 24-48 hours after contract is closed. 2.1.1 any additional charges incurred will be deducted from your security deposit. 2.2 We may repossess the Vehicle at your expense without notice if the Vehicle is abandoned or used in violation of the law or this Agreement. 2.3 The Renter agrees to indemnify and defend us against any judgment, claim, liability, costs, and attorney's fees we may incur as a result of this rental and the Renter's use of the Vehicle. 2.4 Unless otherwise required by applicable law, the Renter releases us, our agents, and employees from any claim for loss of or damage to the personal property of the Renter or a third party that was left or carried in or on the Vehicle, whether or not the loss or damage was caused by our negligence. 2.5 We make no warranties, express, implied, or apparent, regarding the Vehicle, including no warranty of merchantability or fitness for a particular purpose. In no event shall we be liable to the Renter for any indirect, special, or consequential damages related to an alleged breach of this Agreement. 3. CONDITION AND RETURN OF VEHICLE 3.1 The Vehicle must be returned to our rental counter or any other location we specify, on the date and time noted in this Agreement, and in the same condition as received, except for normal wear and tear. 3.2 If the vehicle is returned after closing hours, the Renter's responsibility for damages under this Agreement continues until the final inspection is carried out by the lessor, even if the damage occurred after the vehicle was returned. 3.3 To extend the rental, the Renter must contact our rental office before the due date. All Charges may continue to accrue until the return location opens for business. 3.4 The Renter must check and maintain all fluid levels and return the Vehicle with at least the same amount of fuel as at the time of rental. Any result from not maintaing fluids (specifically gas or oil) will result in extra charges, Towing, Gas Retrieveal, any other mechanical issues that result from neglecting to maintain operational fluids. 3.5 Any service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. 3.6 None of our Coverages cover negelence as a renter you must maintain good operation of the rental during your rental contract, any neglence is not covered by any of our coverage. (fuel, Oil, Windshield fluid) 4. RESPONSIBILITY FOR DAMAGE OR LOSS 4.1 **Principle:** Subject to the provisions of the *Consumer Protection Act* and the *Civil Code of Québec*, the Renter is liable to the lessor for physical damage to the Vehicle, unless they prove that the damage is not due to their fault or the fault of persons for whom they are responsible [Reference: art. 1862 C.C.Q.]. 4.2 **Extent of Liability:** In the event of damage, the Renter's liability may include, where permitted by law: a. The cost of repairs, determined in good faith by the lessor; b. An indemnity for loss of use of the Vehicle, calculated on the basis of the daily rental rate, for the reasonable period required to repair or replace the Vehicle; c. Appraisal and administration fees, if justified and reasonable. 4.3 The Renter cannot be charged a penalty or fee for the diminution in value of the vehicle after repairs, unless such a claim is expressly provided for by law. 5. PROHIBITED USES The following constitute prohibited uses of the Vehicle: a. Operation by a person who is not an Authorized Driver; b. Operation while under the influence of alcohol, drugs, or any substance that may impair driving ability; c. Use of the vehicle for illegal purposes; d. Transporting persons or goods for compensation (e.g., taxi, paid ridesharing); e. Use for pushing or towing anything; f. Participation in any race, speed test, or contest; g. Transporting dangerous materials; h. Operating outside the territorial limits of Canada; i. Loading the vehicle beyond its rated capacity; j. Transporting more persons than the number of seat belts; k. Driving on unmaintained roads or impassable trails; l. Transporting animals (except service animals); m. Failure to report an accident to the lessor and, if required, to police authorities as soon as possible; n. Smoking or vaping inside the Vehicle. **Any prohibited use of the Vehicle constitutes a breach of this Agreement and may result in the nullification of any optional protections purchased.** 6. INSURANCE 6.1 The Renter is responsible for ensuring they have the civil liability insurance coverage required by the *Automobile Insurance Act* (CQLR c. A-25) to drive a vehicle in Quebec. Failing this, the Renter is subject to legal penalties and personal liability. 6.2 If we offer, and you purchase a **Loss Damage Waiver (LDW)** or equivalent product, we agree to waive our right to claim from the Renter the amount for physical damage to the Vehicle, subject to the exclusions provided in this Agreement (notably prohibited uses). This product is not insurance. It is optional and may duplicate existing coverage. 7. PAYMENT AND CHARGES 7.1 The Renter shall pay, no later than the end of the rental or on demand, all Charges, including without limitation: a. Time and mileage charges as indicated; b. Charges for optional products and services selected; c. Fuel charges if the vehicle is returned with less fuel than at the start of the rental; d. All applicable taxes (QST, GST); e. Reasonable costs for locating and recovering the Vehicle in case of failure to return it; f. Cleaning fees if the Vehicle is returned in an excessively dirty condition, including the presence of cigarette butts or smoke odor; g. Towing, storage, and other costs incurred as a result of a prohibited use h. A surcharge if the Vehicle is returned to a location other than the one agreed upon. 7.2 The Renter authorizes the lessor to charge all amounts due under this Agreement to their credit card. 8. RESPONSIBILITY FOR FINES AND TOLLS The Renter is responsible for all traffic violations, fines, toll charges, and other penalties (including statements of offence) that may be issued against the Renter or the owner of the Vehicle during the rental period. The Renter authorizes the lessor to provide their contact information to the competent authorities (including the SAAQ, municipalities) for the processing of these infractions and to charge administrative fees for handling these files. 9. MISCELLANEOUS 9.1 This Agreement is governed by the laws of the Province of Quebec and the laws of Canada applicable therein. 9.2 Any legal action relating to this Agreement must be brought before the courts of the Province of Quebec, in the district of Quebec **judicial district of the branch covering Chisasibi**. 9.3 Our failure to insist on the strict performance of any clause does not constitute a waiver of that clause. 9.4 If any provision of this Agreement is held to be invalid or unenforceable by a court, the remaining provisions shall remain in full force and effect.9.5 The Renter acknowledges having received all necessary explanations and having understood the terms of this Agreement.

Signature

Signed at .