

GWAII ADVENTURE'S VEHICLE RENTAL AGREEMENT

DEFINITIONS AND GENERAL PRINCIPLES

The Rental Agreement comprises these terms and conditions and the rental document setting out the rental details provided with each vehicle at the point of rental (referred to as the "Rental Document"). Please ensure the details in these terms and conditions are accurate before submitting your booking request. By submitting a booking request, you are deemed to have accepted these terms. We reserve the right to change these terms at any time, with changes taking effect immediately when posted on the website or otherwise brought to your attention.

The Rental Agreement is made between Gwaii Adventures ("the owner") and the person and/or company signing the Rental Document ("the renter") whose particulars are recorded in the Rental Document. It is hereby agreed as follows:

TERMS OF RENTAL

PAYMENT

- I. Full payment of an invoice is required to confirm your booking. Gwaii Adventure accepts Credit Cards only for rental charges, full payment is due upon booking.

RENTAL DURATION

- I. The minimum rental period is 3 nights from April 1st to May 31st and Sept 1st to Oct. 31st
The minimum rental period is 4 nights from June 1st to Aug 31st and Sept 1st to Oct. 31st

LATE CHARGES

- I. If the vehicle is returned after 11am on the departure date of the agreement, the Renter will agree to pay a late return fee of \$95.

DAMAGE DEPOSIT

- I. The standard damage deposit is \$800. The damage deposit will be charged to the renters credit card 3 days prior pickup. This will be charged on your invoice prior to pickup & refunded within 10-14 business days after drop-off via the same method of payment.

SMOKING

- I. No smoking allowed in Gwaii Adventure Vehicles. Violation is subject to a minimum of \$350 to a maximum of \$1500 cleaning charges.

CLEANING FEE

- I. A \$75 cleaning fee applies to each rental regardless of the length of the rental period, and a \$75 charge will apply for pets.

SAFETY

- I. All Gwaii Adventure Vehicles are equipped with a fire extinguisher, first aid kit, booster cables, tire jack, tire wrench, and tire pump.

FUEL POLICY

- I. The renter is responsible for fueling up the rental vehicles with the correct type of fuel, whether gasoline or diesel.
- II. If the renter fills the vehicle with the wrong type of fuel, the renter is fully responsible for repairs and damages.

CANCELLATIONS

- I. Cancelled 30 days prior to check-in date: Full Refund - \$150 will be applied as a credit.
- II. Cancelled 14 days Full Credit and a charge of \$150 will be applied.
- III. Cancelled 7 days prior to pick-up, or the customer is a no-show / unable to provide necessary ID documentation and meet qualification criteria prior to pickup or on-site, 100% - No Refund.
- IV. No refunds will be given for early returns or last-minute cancellations/no-shows.
- V. The damage deposit will always be refunded.

MECHANICAL ISSUES

- I. Gwaii Adventures does a full mechanical and safety inspection of every vehicle before the start of the season and throughout the season.
- II. They are maintained by our local Mechanics regularly.
- III. In the event of any mechanical issues or accidents, contact Gwaii Adventures right away. We will do everything we can to get you back on the road quickly & safely.

ROUTES & RESTRICTIONS

- I. Gwaii Adventures Vehicles can be driven on Haida Gwaii only.
- II. Driving Gwaii Adventures Vehicles must be done on paved roads or marked roads unless previously approved by Gwaii Adventures.
- III. Renter is fully liable for any damages, towing charges, and other expenses that arise as a result of operating in restricted areas.
- IV. No access to; Beaches, Rennell sound, or Moresby Camp unless stated otherwise.

WAIVER OF LIABILITY

- I. You are responsible for all of your contents left in your vehicle rental at all times.
- II. Any theft, loss, or damage of any personal items is not the responsibility of Gwaii Adventures.
- III. This policy is accepted by the renter, all drivers & passengers of Gwaii Adventures upon reservation & payment.

KILOMETER ALLOWANCE

- I. Unlimited Kilometers permitted on Haida Gwaii only.

PICK UP & DROP OFF

- I. Gwaii Adventures Vehicles can be picked up after 3 pm unless stated otherwise.
- II. Vehicles must be returned to our location by 11 am on your return date.
- III. There are no refunds for early returns.
- IV. Upon return, any damages or missing parts or items will be charged out at quoted market rates, which will come off your damage deposit, once assessed and quoted.
- V. The Renter will be further billed for any damages that exceed the damage deposit amount.

ELIGIBILITY

- I. Gwaii Adventure's vehicles may only be driven by an authorized driver, 25 years of age or over.
- II. An authorized driver is the renter and any additional person(s) who appears at the time of rental, provides their driver's license & has agreed to Gwaii Adventures Rental Terms & Conditions.
- III. All authorized drivers must verify our age requirements, have a valid driver's license, provide a physical street address, possess a major credit card in their own name, and fulfill our other qualifications.
- IV. Gwaii Adventures reserves the right to refuse service to anyone at our own discretion and to those who do not meet our qualification criteria at any time.
- V. Please ensure you are able to drive the vehicle you are reserving i.e. if it is a manual (standard) shift.

USE OF THE VEHICLE

The Renter agrees to adhere to the following stipulations during the rental period:

- I. Allow the vehicle to be utilized beyond the scope of their authorization.
- II. Operate the vehicle, or permit its operation, in circumstances that constitute an offense, including being under the influence of alcohol or drugs.
- III. Operate the vehicle, or allow it to be operated, for the transportation of more passengers or goods than legally permissible.
- IV. Drive or permit the vehicle to be driven on roads in poor condition, beaches, or surfaces likely to cause damage to the vehicle.
- V. Permit the vehicle to be driven by any individual not explicitly named or described in the rental document as an authorized driver.
- VI. Utilize the vehicle in connection with any illegal activities.

WATER DAMAGES

- I. The Renter shall not operate the vehicle to cross bodies of water such as rivers, ponds, lakes, oceans, estuaries, etc.
- II. Damages caused by water to the vehicle, engine, and electronics will not be covered by the insurance provider and will be the sole responsibility of the Renter. This includes all costs associated with vehicle recovery and repair.

RENTER'S RESPONSIBILITIES

The renter is obligated to:

- I. Exercise all reasonable care when operating and parking the vehicle.
- II. Use only the specified fuel type for the vehicle; in case of uncertainty, contact Gwaii Adventures for clarification.
- III. Promptly stop and notify Gwaii Adventures if a warning light is illuminated on the vehicle or if there is a belief that the vehicle requires mechanical attention.
- IV. Ensure that all authorized drivers using the vehicle during the rental period are acquainted with and adhere to the terms outlined in the Rental Agreement.
- V. Ensure that any authorized driver carries their valid driver's license in the vehicle at all times and is prepared to present it upon request to any law enforcement officer.

OWNER'S RESPONSIBILITIES

The owner is obligated to:

- I. Provide the vehicle in a condition that is safe and roadworthy, along with all permits required by law.
- II. Provide 24 hour communication with Gwaii Adventure's renters.

MECHANICAL REPAIRS AND INCIDENTS

- I. In the event of an accident, damage, breakdown, or the need for repair or salvage, regardless of the cause, the renter must immediately inform Gwaii Adventures by telephone, providing a detailed account of the circumstances.
- II. The renter is prohibited from arranging or executing any repairs or salvage without the explicit authorization from Gwaii Adventures, unless such actions are necessary to prevent further damage to the vehicle or other property.
- III. Free 24-Hour Roadside Assistance is available for mechanical faults determined by Gwaii Adventures or its authorized repairer. However, a service fee of a minimum of \$150 will be charged for roadside assistance related to renter negligence, including call-outs for refueling, lost keys, keys locked in the vehicle, and battery boosts.
- IV. If the vehicle requires repair or replacement, Gwaii Adventures holds the discretion to provide another vehicle. A similar vehicle will be supplied if available, or a standard vehicle of the same size/capacity if camping-equipped vehicles are not available. Gwaii Adventures is not responsible for any costs other than the transportation of the renter to the replacement vehicle, and will not cover hotel/lodging costs, meals, or lost bookings/reservations during the rental period.
- V. If a vehicle breaks down or is involved in an accident due to fault at the renter, the renter will bear all associated charges.
- VI. Additional costs such as loss of use, diminishment of value, and tow and storage fees may also be applicable.
- VII. If an accident occurs, a police report must be filed and Gwaii Adventures must be notified immediately.

RETURN OF VEHICLE

The renter is responsible for:

- I. To return the rental vehicle to Gwaii Adventures location by the 11 am checkout. A late checkout will result in a \$95 fee.
- II. the disposal of all trash and perishable foods.
- III. all dishes and camping equipment must be in a clean and organized fashion or an extra \$30 cleaning fee will apply.

LIMITATIONS & LIABILITIES

The renter is liable for:

- I. Any loss of or damage to the vehicle and its accessories.
- II. Consequential damage, loss, or costs incurred by Gwaii Adventures, including salvage costs, loss of ability to rehire, and loss of revenue.
- III. Any loss of or damage to vehicles and property of third parties during the rental term.
- IV. Is liable for any cost incurred for speeding or parking fines, congestion charges, or other offenses against the Road Traffic Act regulations.
- V. Must remember that although these are leisure vehicles, it is an offense to drink and drive.
- VI. Undertakes responsibility for the control of the vehicle.
- VII. Is liable for any damage to the vehicle or contents during the rental period.
- VIII. Shall not tow any trailer or vehicle behind the rented vehicle.
- IX. Shall ensure that the driver and all passengers required by law to do so shall, at all times when the vehicle is being driven wear the seat belts provided.
- X. Shall not use the vehicle to carry passengers or goods for rent or reward.

INSURANCE

- I. Your vehicle rental does not include insurance coverage by default. If you wish to arrange your own insurance, you must obtain approval from Gwaii Adventures. Gwaii Adventures reserves the right to decline rental if the renter's insurance is deemed inadequate. Additionally, renters have the option to purchase full coverage insurance through Gwaii Adventures third-party provider, Outdoorsy.
- II. Renters utilizing their own insurance are fully responsible for the payment of any damages incurred during the rental period. They may seek reimbursement from their insurance provider, supported by documentation provided by Gwaii Adventures. Proof of insurance is mandatory if not opting for the Outdoorsy insurance.
- III. Renters should check with their credit card provider and personal auto insurance policy for potential coverage options. However, coverage under the renter's own car insurance policy may only apply if additional liability coverage for non-owned vehicles was purchased. It's important to note that no insurance coverage is provided for water damages resulting from activities such as crossing rivers, driving through bodies of water, lakes, oceans, beaches, or estuaries. In such cases, the renter assumes sole responsibility for any damages incurred.

TRAFFIC OFFENSES

- I. The renter is responsible for all penalties related to traffic and/or parking offenses, and Gwaii Adventures may charge the renter's credit card for any infringement fees incurred. Gwaii Adventures commits to forwarding any notices of traffic or parking offenses to the renter promptly and providing necessary information to the relevant issuing authority.

- ii. An administration fee of \$30 will be charged by Gwaii Adventures to cover the cost of processing and forwarding notices related to traffic and/or parking offenses to the renter. The renter retains the right to challenge, complain about, query, or object to any alleged offenses and has the right to seek a court hearing.

LEGAL FEES

- i. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees.
- ii. **23. TAXES AND FEES**
 - i. GST (Goods and Services Tax) and associated PST (Provincial Sales Tax) will be applied to your rental.

LEGAL AND BINDING AGREEMENT

- i. This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

GOVERNING LAW AND JURISDICTION

- i. The Parties agree that this Agreement shall be governed by **British Columbia** law.

ENTIRE AGREEMENT

- i. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.