



Raptor Rooftop Rentals Vehicle Rental Agreement

This Vehicle & Equipment Rental Agreement herein referred to as the “agreement” is entered into between Raptor Rooftop Rentals (“Owner”) and _____ (“Renter”) (collectively the “Parties”) and outlines the respective rights and obligations of the Parties relating to this rental.

2. RENTAL TERM

The term of this Agreement runs from the start date and time until the end date and time, as listed below. All vehicle pick-ups and drop-offs must be pre-scheduled within a designated 1-hour time block, agreed upon in advance between the Owner and the Renter.

The Renter is responsible for arriving within the scheduled time block. A fee of CAD\$50 will apply for every 30 minutes, or part thereof, that the Renter is delayed beyond the scheduled time.

Should the Renter wish to return the vehicle later than the agreed time block, they shall agree to pay the late return fee of CAD\$50 per 30 minutes or part thereof. No refunds will be provided for late pick-ups, early drop-offs, or unused rental days.

A vehicle and equipment are only considered fully returned once the vehicle has been physically returned to the Owner and all terms of this Agreement have been completed by both Parties.

The rental term is as follows:

The Parties may shorten or extend the estimated term of rental by mutual consent in accordance with the “Hire Period and Extensions to Rental” section in the Terms and Conditions.

3. SCOPE OF USE

The Renter will use the rented vehicle and equipment for personal use and will not operate the rented vehicle and equipment for commercial use. The renter will comply with all applicable laws relating to holding of licensure to operate the vehicle and pertaining to operation of motor vehicles. The renter will not sublease the Rental Vehicle or use it as a vehicle for hire. The renter will not take the vehicle outside of British Columbia or Alberta without the written consent of the Owner. The Renter will not use the vehicle in a rally, race or other form of motor vehicle competition.

The renter will not allow any other person to operate the rented vehicle unless identified here:

4. RENTAL FEES

The renter will pay to owner rental fees for use of the rental vehicle and equipment as followed in your quote.

Includes: 300 kilometers per day usage and equipment as listed in the handover form you shall receive on collection.

Additional mileage can be purchased at a rate of \$.50 cents per kilometer. Out of Province surcharge: Should you take the vehicle out of British Columbia or Alberta you will be charged an out of province surcharge of \$.50 cents/per km and a \$500 dollar cross territory fee.

5. EXCLUSIONS:

The rented vehicle shall not be used to carry paying passengers or property for hire.

The rented vehicle shall not be used to carry passengers other than in the interior or cab of the vehicle.

The rented vehicle shall not be used to push, propel or tow another vehicle, trailer or any other thing without the written permission of the Owner.

The rented vehicle shall not be used for any race or in any competition.

The rented vehicle shall not be used for any illegal purpose.

The Renter shall not operate the vehicle in a negligent manner.

The rented vehicle shall not be operated by any other person other than the Renter stipulated in 4 above without the written permission of the Owner. If renter allows any other driver to drive the rented vehicle that has not been listed or approved by the owner, the Renter will be fully responsible for all expenses relating to the rental vehicle and equipment and any other involved parties or property thereof.

The renter shall not take the vehicle outside of British Columbia / Alberta without the written permission of the owner.

The renter shall not take the vehicle off a designated road, the vehicle is allowed to go on unpaved roads, logging or resource roads but is not allowed to go into an area that does not have a designated road. For purposes of this agreement a designated road is defined as a graded section clearly designed for vehicle use, designated on a map as a resources or forest service road has not been discontinued or closed. Any damage occurring on an area that is not a designated road shall be the sole and entire responsibility of the renter. All recovery costs associated shall be the sole and entire responsibility of the renter.

7. REPOSSESSION

The owner retains the right to repossess the vehicle at any time if the vehicle is found to be illegally parked, being used for illegal use, appears abandoned or violates the law or this Vehicle Rental Agreement.

8. INDEMNIFICATION

The Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. The Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle.

9. REPRESENTATIONS AND WARRANTIES

The Owner represents and warrants that to the Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

The Renter represents and warrants that the Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

The Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document. The Renter by signing this agreement acknowledges that the Owner explained the equipment included in the base rental price and they are solely responsible for the safe operation of the equipment.

10. JURISDICTION AND VENUE

In the event of any dispute over this agreement, this Car Rental Agreement will be interpreted by the laws of British Columbia, and any lawsuit or arbitration must be brought in the Province of British Columbia, Canada. If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

11. Terms and conditions

This Car Rental Agreement is signed alongside the Owners Terms and Conditions and by signing this document, the Renter acknowledges that they have read and agree to the Raptor Rooftop Rentals Terms and Conditions, failure to comply with the Terms and Conditions will constitute failure to comply with this Car Rental Agreement. No modification to this agreement can be made unless in writing signed by both Parties.

Any notice required to be given to the either party will be made to the contact information below. Through signing of this agreement it is agreed that communication via electronic mail (e-mail) is warranted as legally binding.

12. Damage

The renter shall be given a full handover of the vehicle, all damage to the vehicle will be logged on the vehicle handover form. It is the responsibility of the renter to ensure all

damage is properly logged, any damage not logged will be the responsibility of the renter upon return. Return handovers final damage report is not completed on return but completed once the vehicle has been properly washed by a Raptor Rooftop Rentals representative. Vehicles are returned dusty and dirty and can hide scratches and damages upon return, any new damage to the vehicle is the sole and entire responsibility of the renter. Any damage will automatically incur the loss of the damage deposit to cover repairs, if the repairs are not entirely covered by the damage deposit, an additional invoice will be submitted to the renter, and this will be the sole and entire responsibility of the renter.

13. Fines and Fees

Deep Scratches: \$500 Any deep scratches on the vehicle that can be felt with the finger nail will require a professional polish to mitigate this charge is for each scratch that requires work.

Extra Cleaning: \$250 If the vehicle is returned excessively dirty as such that a professional cleaning company is required to clean this fee will be charged by the company.

Admin Processing fee: \$75 anytime we need to open an insurance claim, process repair paperwork, fines and traffic tickets related to your hire this fee will be charged by the Company.

Terms and Conditions These Terms and Conditions (T&C) are the terms and conditions of service for:

Raptor Rooftop Rentals, a company registered in Canada and with its registered Office at 4105 Douglas Street Victoria, British Columbia (“Raptor Rooftop Rentals”).

Reservation Deposit and Payment – To confirm a booking, Raptor Rooftop Rentals requires a signed and dated copy of these Terms & Conditions, along with a 50% reservation deposit. This deposit will be credited toward the balance when the vehicle is picked up. Raptor Rooftop Rentals reserves the right to release the reservation if the deposit is not received within three days of the deposit request. All bookings are subject to a minimum rental period of three (3) days, and a maximum rental period of thirty (30) days. The balance of payment is due fourteen (14) days prior to vehicle collection. For bookings made less than fourteen days in advance, full payment is required at the time of booking to secure the reservation.

Cancellation Policy

- Cancellations made more than 90 days before the rental start date will receive a full refund.
- Cancellations made between 90 and 30 days before the rental start date will be charged 50% of the total rental amount.
- Cancellations made between 30 and 14 days before the rental start date will be charged 75% of the total rental amount.
- Cancellations made within 14 days of the rental start date will be charged the full rental amount.

Cancellation Fees – No cancellation fee applies up to 90 days prior to the pick-up date, a

full refund of the reservation deposit will be made. Cancellations within 90-30 days of pick-up will be charged 50 percent of the reservation deposit. Cancellations within 30-14 days will be charged 75 percent of the reservation deposit. If cancelled within 14 days of pick-up or the Driver is a no show then 100% of the rental cost will apply. No refunds can be given for early returns. All cancellations must be submitted in writing to info@raptorrooftoprentals.com. Raptor Rooftop Rentals reserves the right to cancel a reservation at its own discretion.

Driving License/Drivers – Drivers must be at least 21 years of age. A valid vehicle driver's license is required. Only valid international, United States or Canadian driver's licenses are accepted. The driver's license cannot be a restricted license such as a learner's license or novice license and it 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 the time of vehicle collection and a copy will be stored on file. All drivers of the vehicle must be approved and listed on the rental agreement and other individuals may not drive or operate the vehicle. All approved and listed drivers must be present for the vehicle handover.

Driving Restrictions – Drivers are only allowed to drive Raptor Rooftop Rentals vehicles within Canada and the United States, excluding Hawaii or Alaska. However prior written permission is required before taking a vehicle outside of British Columbia / Alberta Canada. All bookings are subject to a surcharge for being taken out of the agreed upon territories.

Vehicles are allowed to be driven on reasonably appropriate dirt or gravel roads, provided they are not private property, barred with a gate or have No trespassing signs. In the case whereby there are any recovery costs or trespassing fines related to unauthorized use on such roads, the full cost of all of these charges will be the responsibility of the renter. Raptor Rooftop Rentals reserves the right to determine if roads are appropriate condition and should they be determined inappropriate then any recovery costs shall be the responsibility of the renter. Any damage caused by rocks, logs or other such items on backroads will be the responsibility of the renter. For purposes of this agreement a designated road is defined as a graded section clearly designed for vehicle use, designated on a map as a resources or forest service road has not been discontinued or closed. Any damage occurring on an area that is not a designated road shall be the sole and entire responsibility of the renter. All recovery costs associated shall be the sole and entire responsibility of the renter.

Insurance & Damage – The vehicles come with ICBC Commercial Renters Auto Insurance. This policy includes \$2,00,000 Third Party Liability, Comprehensive Insurance for fire, theft, vandalism and windshield at a deductible of \$1,000.00 and Collision Insurance at a deductible of \$3,500.00. Approved drivers are covered on the Raptor Rooftop Rentals insurance policy however

drivers are fully liable for the insurance deductible. The Excess for the policy is broken down as follows. Please note each individual damage is charged separately.

Comprehensive - \$1,000.00 deductible covers loss or damage to vehicle from:

- Theft and vandalism
- Fire, earthquake, explosion
- Falling or flying objects such as a rock or gravel hitting your windshield
- Hitting a domestic or wild animal
- Weather—lightning, windstorm, hail, rising water

Collision - \$3,500.00 deductible Collision coverage covers your repair costs when you hit another vehicle, object or the surface of the road.

The insurance policy does not cover damage of the vehicle through;

- Negligence
- Improper use
- Use of vehicle outside of the rental agreement and terms and conditions
- Use of vehicle other than by the approved drivers

In such cases the insurance is void and the renter is liable for the full cost. Any cost associated with the theft, loss or damage of the equipment is borne by the renter.

Damage deposit – The standard damage deposit is \$1000. This will be held on your credit card for the duration of the rental and will only be released upon the return of the vehicle in the same condition. The damage deposit will not be returned if the vehicle is returned damaged in any way or the equipment comes back damaged more

than what would be considered reasonable wear and tear. Raptor Rooftop Rentals reserves the right to determine reasonable wear and tear. Damage to the vehicle caused by but not limited to howsoever caused includes; vandalism, theft, fire, animals either pet or wild, negligence of either driver, passenger or third party, external events, flood, unsafe practices, unsafe driving, cracked windscreens, damages caused by flying rocks, logs and other such debris, driving into stationary objects,

Theft & Loss – You must look after the vehicle and the keys to the vehicle. The loss or damage of vehicle keys will result in a charge of \$600. If you lose the keys while traveling Raptor Rooftop Rentals will not be liable for reimbursing any loss of hire days due to this. You must always lock the vehicle and the canopy doors when you are not using it. If you intend to leave the vehicle, you must ensure it is parked in a safe location or a secure parking area and that the vehicle and all doors are locked.

Vehicle Pick-up/Drop-off – Vehicle rental period is per day. The vehicle is to be picked up and dropped off in specified locations on Vancouver Island, Vancouver, Kelowna and Calgary. Raptor Rooftop Rentals will allow pick-ups/ drop-offs to take place at (1) Swartz Bay Ferry Terminal; (2) Harbour Air Ferry Terminal; or (3) Victoria International Airport; (4) Calgary International Airport; (5) Vancouver International Airport; (6) Kelowna International Airport; (7) 4105 Douglas Street Victoria, B.C V8X3Y3; (8) 4908 21 Street Calgary, AB T2T5B6; Unless otherwise agreed, vehicles can be picked up anytime between 9am and 6pm. Pick up and drop off fees are subject to change and additional charges may apply for one way trips. There is a \$100 charge per hour, or part thereof that the vehicle is late to be returned. No refunds are provided for late pick-ups or early drop-offs. Raptor Rooftop Rentals may offer a custom pick up and drop-off location and or time on the Driver's preference, this is dependent upon vehicle availability and will be agreed in advance with Raptor Rooftop Rentals in writing. Pricing is determined case-by-case. There is a late drop off and early collection fee for picking up or dropping off outside of the above timeslots starting at \$75.

Maximum Kilometers Per Day – Vehicle rental comes with an 300 kilometer per day allowance. Additional mileage can be purchased at \$.50 cents/per km.

Gasoline & Fluids – All vehicles will be delivered with at least a half tank of gas and must be returned with the same fuel that was provided. It is the responsibility of the renter to ensure any vehicle aside from a diesel option is refueled with 91+ grade gasoline. No 87 or 89 grade gasoline will be permitted at any time. At the time of pick-up oil and fluid levels will also be full. Raptor Rooftop Rentals cannot be held liable for any discrepancy on fuel level upon return of the vehicle. If a vehicle is not returned with the same amount of fuel Raptor Rooftop Rentals reserves the right to charge a \$50 re-fueling fee on top of the fuel cost.

Hire Period and Extensions to Rental– The renter may only use the vehicle for the duration of

the rental period. If the renter wishes to extend the rental, the request must be made via telephone or email at least 24 hours in advance. If Raptor Rooftop Rentals consents the extension the return date shall be extended and the additional rental fee must be paid for immediately via credit card or Canadian debit card if the hire has already started. If the extension is not consented to, then the vehicle must be returned as per the signed rental agreement.

Daily Rates/Currency Exchange Rate - All transactions are conducted in Canadian Dollars, in the case of refunds exchange rate fluctuations will be borne by the renter and is not the responsibility of Raptor Rooftop Rentals.

Taxes & Fees – GST (Goods and Services Tax) and associated PST (Provincial Sales Tax) (Based on Province) will be applied to your rental.

Roadside Assistance – Paved Roads – All vehicles come with Roadside Assistance throughout North America. The phone number for Roadside Assistance is 1-800-665-2006. This assistance is only available on official, paved roads. If you experience a mechanical issue please contact Raptor Rooftop Rentals immediately.

Roadside Assistance – Unpaved Roads – All vehicles come with GPS tracking device which locates the driver and the vehicle in case of emergency. Raptor Rooftop Rentals provides roadside assistance however, all costs, including the loss.

Incident – In the case of an incident please contact Raptor Rooftop Rentals as soon as safely possible. The driver will be required to gather information from the other party and file a police report. DO NOT ADMIT FAULT.

Maintenance, Repairs & Responsibility – Raptor Rooftop Rentals must be contacted prior to having any maintenance or repairs done to the vehicle. It is the driver's responsibility to maintain oil, Diesel Exhaust Fluid and any other fluid levels during the rental period. Failure to maintain the levels of gasoline, oil or fluids or supplying the vehicle with the incorrect gasoline that results in engine damage will be at the cost of the Driver. All gasoline, oil and fluid types are specified in the vehicles owners manual. It is the Driver's responsibility to protect the vehicle against severe weather and other road hazards. Failure to do so will result in damages due to the renter. The renter is expected to use their best judgement and only travel when comfortable in the driver's ability to handle the driving conditions. If it transpires that the vehicle has been returned excessively dirty or damaged the renter will be charged for any additional professional cleaning, detailing or repairs as outlined in the rental agreement that is to be signed at the time of rental. A cleaning fee of \$250 will be charged to cover a vehicle deep clean.

Animals – Raptor Rooftop Rentals allows one dog at an additional cleaning fee of \$50 per dog – any damage caused to the interior, exterior or equipment by the animal is the sole responsibility of the driver and will be debited from the security deposit. A second dog may be approved based on the size of the dog and is at the sole discretion of Raptor Rooftop Rentals.

Smoking – Is strictly prohibited in vehicles and tents.

includes cigarettes, cigars, e-cigarettes, vaping and the use of marijuana. If it is determined that anyone has smoked in either the vehicle or the tent Raptor Rooftop Rentals reserves the right to charge a \$500 penalty fee to cover professional cleaning of the vehicle and equipment. The renter, through the signing of the rental agreement, authorizes Raptor Rooftop Rentals to charge this penalty fee to the credit card used to pay for the rental.

Infringements – The driver is responsible for paying authorities directly for all parking citations, tolls, fines and other fees assessed against the renter. If Raptor Rooftop Rentals is notified by authorities that it is responsible for the payment of a citation, a \$50 administration fee will be charged for each notification. If Raptor Rooftop Rentals chooses to pay any one or all of the citations, the renter, through the signing of the rental agreement, authorizes Raptor Rooftop Rentals to charge all payments and all processing fees to the credit card used to pay for the rental.

At the time of pick-up, the drivers will be briefed on how to use all of the equipment in the vehicle. If the driver proceeds with the rental it is agreed that they understand how to operate everything and are responsible for any damages. Failure to return all pieces of gear and equipment in working condition will result in charges at the agreed upon rates.

It is expected that the driver will take all precautions necessary in order to prevent damage to the vehicle and the tent in times of heavy rainfall and other types of storms. The tents must be dried out after heavy rainfall and cannot be closed wet for long periods of time.

It is strictly prohibited to drive the vehicle into the sea and fresh water deeper than the radius of the wheels. The driver is responsible for damage to tires, the underbody of the vehicle and all damage due to water. All related costs from this damage shall be charged to the driver.

Driving into water must follow the local guidelines that prohibit disturbing rivers and lakes, the province inflicts serious fines and penalties for those found guilty and will be responsible for the clean up of the water area.

Itineraries – Raptor Rooftop Rentals offers complimentary itineraries, trip plans and advice / recommendations. All itineraries have been personally tested by Raptor Rooftop Rentals however it is the nature of the back roads in B.C. Alberta region to change on a consistent basis therefore we cannot guarantee that the itinerary is fully accurate, there are many environmental factors that prohibit this from being possible to include flooding, landslides etc. Raptor Rooftop Rentals updates its knowledge of key back roads on a regular basis but drivers should not expect back roads, or even paved roads, to be accessible or even passable at all times. Drivers should always have a back up plan in case the itinerary needs to change.

Adventure Bookings – Raptor Rooftop Rentals offers complimentary adventure and

accommodation bookings as part of its itinerary service.

Underground Parking – Parking Raptor Rooftop Rentals Vehicles underground is strictly prohibited. The vehicle requires a minimum clearance of 8 feet. Any damage to the rooftop properties will be charged directly to the renter.

Waiver of All Claims, Release from Liability and Assumption of Risk

I, _____, hereby acknowledge and agree that during the period in which I will be hiring a vehicle and procuring associated services from Raptor Rooftop Rentals that:

1. I will not hold Raptor Rooftop Rentals, its Officers, Directors and Employees responsible for any injury, death, accident, illness, delay, personal loss, personal property damage or other loss sustained by me and hereby release Raptor Rooftop Rentals, its Officers, Directors and Employees due to any cause whatsoever, including without limitation, negligence on the part of Raptor Rooftop Rentals or its Officers, Directors and Employees. I further agree to indemnify Raptor Rooftop Rentals and its Officers, Directors and Employees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them. Furthermore, renters, family members and guests will hold harmless Raptor Rooftop Rentals, its Owners, Directors, Officers and Employees for any and all liability issues or personal injuries related to the rental of the vehicle, its use and operation thereof.

0. AND I DO HEREBY ACKNOWLEDGE AND AGREE THAT:

I am responsible for all of my personal contents left in the vehicle at all times. Any theft, loss or damage of any and all personal items are not the responsibility of Raptor Rooftop Rentals, its Owners, Directors or Employees at any time while the vehicle is being rented or thereafter.

a. I will participate in adventure activities entirely at my own risk. Participation in any outdoor activity and travel in natural, outdoor environments involves inherent risks, dangers and hazards. These risks may include, but are not limited to: natural disasters, forces of nature, weather conditions, rugged or steep terrain, avalanches, rock fall, slippery footing, water, isolation from medical facilities, difficult evacuation, equipment failure, mechanical breakdown, human error and accidents. These and other risks may cause serious injury, illness, death, personal property damage or personal losses.

b. That this Waiver of all Claims, Release from Liability and Assumption of Risk is binding on myself, my heirs, my executors, administrators, personal representatives and Assigns.

c. That the term "adventure activities" as used in the Waiver of all Claims, Release from Liability and Assumption of Risk includes without limiting the generality of that term, training sessions, programs and events that are in any way authorized, sanctioned, organized or operated by Raptor Rooftop Rentals.

d. I understand that by signing this release I may be forever

prevented from suing or otherwise claiming against Raptor Rooftop Rentals, its Officers, Directors and Employees for certain loss or damages, whether for property loss or personal injury, that I may sustain while participating in adventure activities.

e. I understand that the included itinerary is a general guideline of what can be expected on my adventure trip, but is NOT a contract. Factors such as weather conditions,

mechanical breakdown, flight cancellations, medical emergencies, political unrest, natural disasters or other uncontrollable circumstances can alter my trip.

f. I will not hold Raptor Rooftop Rentals responsible for extra costs incurred by me which include, but are not limited to: extra meals, accommodation, personal costs, or rebooking of commercial transportation in the event of unforeseen or uncontrollable circumstances.

g. I will not hold Raptor Rooftop Rentals responsible for any activities that I undertake on my own free will whether this be a suggestion by Raptor Rooftop Rentals or not.

h. I confirm that I have carefully read this agreement and understand its terms as acknowledged by my signature below.

i. If I use, consume, or am under the influence of drugs, alcohol, or any other substance prior to or while engaging in the Activities, I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS, even in the event of negligence or fault by Raptor Rooftop Rentals or third parties, and will indemnify Raptor Rooftop Rentals from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the Activities, while, during, or after consumption of drugs, alcohol or any other substance that causes impairment.

Participant Name	Participant Signature	Date

*Minors, under 18 years old, must have a parent or legal guardian witness the form. Note: All participants in your party are required to read and sign this waiver before your booking/reservation can be confirmed. All waiver forms must be witnessed and dated.