

Kipp Scott Rental Terms and Conditions

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 Rental (Kipp Scott Motors LTD.)

1. Nature of This Agreement

You are obtaining solely a bailment that allows the renter (you) use of a vehicle and associated parts and accessories as permitted by this agreement. The Renter (you) acknowledges that the car is owned by Kipp Scott Rental (Kipp Scott Motors LTD). No one other than Kipp Scott Rental (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 this agreement will void. Neither the renter (you) or any authorized operator are agents of Kipp Scott Rental (Kipp Scott Motors LTD), you may not service or repair the vehicle without consent from Kipp Scott Rental (Kipp Scott Motors LTD). No warranties, including implied or warranty of merchantability is fit for any purpose.

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 meet Kipp Scott Rental (Kipp Scott Motors LTD) renters' qualifications and who sign additional authorized operator forms at the time of rental are permitted to use the vehicle. Kipp Scott Rental (Kipp Scott Motors LTD) requires all renters to be over the age of 21 years old, 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 of the vehicle. Kipp Scott Rental (Kipp Scott Motors LTD) may impose additional conditions of operation, such as jointly and severally responsible for your obligations. Should Kipp Scott Rental (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 Rental (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 Rental (Kipp Scott Motors LTD). If the vehicle is returned early or authorization is not granted prior to the agreement end date, a late / modification fee of \$75 will be charged per day for not abiding by the contract. The vehicle will remain subject to these terms and conditions until Kipp Scott Rental (Kipp Scott Motors LTD) has inspected and accepted, should the vehicle be returned after business hours 9am – 5pm Mon – Friday. You are responsible for any damage to the car until Kipp Scott Rental (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 Rental (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 Rental (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 Rental (Kipp Scott Motors LTD) will have location devices installed in rental vehicles in order to locate and retrieve. Privacy of location when renting from Scott's 180 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 Rental (Kipp Scott Motors LTD) standard cleaning, Kipp Scott Rental (Kipp Scott Motors LTD) will charge you for the actual costs included to have the car cleaned to the condition which it was rented.

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) are 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 renters 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 Rental (Kipp Scott Motors LTD) may where permitted under applicable law, process on or more payments against your credit, charge, account or debit card 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 Rental (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 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 Rental (Kipp Scott Motors LTD) a 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:

- a. 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 Canada, the United states, 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 seatbelts, 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 Rental (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 Rental (Kipp Scott Motors LTD), which permission may be withheld in Kipp Scott Rental (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 liability protection to Kipp Scott Rental (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 Rental (Kipp Scott Motors LTD) caused by the breach, together with Kipp Scott Rental (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 Rental (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. The renter may also be charged a fee for any cheques used for payment of charges that is returned to Kipp Scott Rental (Kipp Scott Motors LTD) unpaid, or any credit, charge, debit, or stored value/prepaid which are not honored by Kipp Scott Rental (Kipp Scott Motors LTD). Kipp Scott Rental (Kipp Scott Motors LTD) does not except pre-paid credit cards, debit cards, cash or collateral of any kind. Kipp Scott Rental (Kipp Scott Motors LTD) accepts all major credit cards, and account-based payment should the renter be approved by Kipp Scott Rental (Kipp Scott Motors LTD) for account status. Charges not known to Kipp Scott Rental (Kipp Scott Motors LTD) at the completion of the rental agreement are payable to the renter or the person, corporation, or other entity to whom such charges are to be billed, immediately upon receipt of an invoice therefore by billing credit card, or charge. The renter’s agreement with the card issuer, if you present a credit charge at the commencement of the rental, the renter is authorizing Kipp Scott Rental (Kipp Scott Motors LTD) to reserve credit with or obtain an authorization form. Kipp Scott Rental (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 required and may be conducted over a period. If any errors or found or delayed charges from tolls, parking tickets, speeding tickets, any traffic violations are found after the closure of the rental contract Kipp Scott Rental (Kipp Scott Motors LTD) reserves the right to use the credit card for the file to process immediate payment. Persons who pay the charges, or penalties may be required to pay the amount by which estimated charges for the rental exceed the value of the charges.

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 for one rental, day, rental days consist of consecutive 24 hour periods starting at the time the rental begins, or any portion of a calendar day, as noted on the rental record. The extra hours rate shown on the rental agreement 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 30 mins 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 Rental (Kipp Scott Motors LTD) otherwise applicable rental rates will be charged.

- b. Kilometer charges, including those for extra kilometers, if any, are based on the per kilometer rate specified on the rental agreement. The number of kilometers driven is determined by subtracting the vehicle's 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, as specified on the rental agreement. The result is the kilometer charge.
- c. Late return fee. A late return fee is of up to 65% of the daily rate on top of additional daily rental charges. Up to a maximum of 3 days in which the vehicle will be considered stolen and a demand letter processed. Late fees can be avoided if the renter contacts Kipp Scott Rental (Kipp Scott Motors LTD) before the end of the contract and an extension is available.
- d. 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.
- e. Taxes, tax reimbursements, vehicle licensing fees, recoveries, or governmental 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 Rental (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 of incurred by Kipp Scott Rental (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 Kipp Scott Rental (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 Rental (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 is lost, stolen or damaged while the vehicle is on rent, the renter must notify Kipp Scott Rental (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 Rental (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 \$350 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

f. 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 Rental (Kipp Scott Motors LTD)

8. Refueling options

All Kipp Scott Rental (Kipp Scott Motors LTD) come with a full tank of gas, and there are two refueling options.

a. If you do not purchase fuel from Kipp Scott Rental (Kipp Scott Motors LTD) at the beginning of your rental, and you return the vehicle with at least as much fuel as it was received, you will not be charged for fuel

b. If you do not purchase fuel from Kipp Scott Rental (Kipp Scott Motors LTD) at the beginning of your rental and you return the vehicle with less fuel, than was in it when you received it, Kipp Scott Rental (Kipp Scott Motors LTD) will charge a fuel and service charge at the applicable per kilometer or per liter rate specified on the rental agreement

i. The per kilometer rate is used if you do not buy fuel during the rental, to calculate this amount multiply the number of kilometers driven, as shown on the odometer, times the per kilometer rate shown on the agreement

ii. The per liter rate is used if you buy fuel during the rental however the tank is not full or returned to the level it was received. To calculate the amount, multiply the number of liters needed to refill the fuel tank to the level it was received.

Although two methods are used for the ease of calculation, the per kilometer, and per liter rate produce similar results.

9. Responsibility for Property

The renter agrees that Kipp Scott Rental (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 Rental (Kipp Scott Motors LTD) negligence. The renter and any authorized operators hereby waive any claim against Kipp Scott Rental (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 Rental (Kipp Scott Motors LTD) vehicle or brought on the Kipp Scott Rental (Kipp Scott Motors LTD) premises, caused by the renter or any authorized operator by any third part or to the extent permitted by law by Kipp Scott Rental (Kipp Scott Motors LTD) negligence whether in whole or in part, the renter and authorized operators agree to indemnify and hold Kipp Scott Rental (Kipp Scott Motors LTD) harmless from any claims against Kipp Scott Rental (Kipp Scott Motors LTD) for the loss or damage to personal property that is connected with the rental under this agreement.

10. Liability Protection

a. Kipp Scott Rental (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 operators 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 underinsured motorists, supplementary no fault or any other optional coverage, to the extent permitted by law, Kipp Scott Rental (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 Rental (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 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 Rental (Kipp Scott Motors LTD) , its agents, employees and affiliates harmless from and against any and all loss, liability, claim, demand, cause of action, attorneys 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 Rental (Kipp Scott Motors LTD) to enforce any of its rights hereunder, unless such loss arises out of Kipp Scott Rental (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 Rental (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 Rental (Kipp Scott Motors LTD). You and any authorized operators must cooperate fully with Kipp Scott Rental (Kipp Scott Motors LTD) investigation of such incident and defense of any resulting claim. Failure to cooperate fully may void all liability protection. You and any authorized operators authorize Kipp Scott Rental (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 Rental (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 Rental (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 Rental (Kipp Scott Motors LTD) harmless if Kipp Scott Rental (Kipp Scott Motors LTD) pays or is required to pay the same. The renter also agrees to reimburse Kipp Scott Rental (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.
- b. Kipp Scott Rental (Kipp Scott Motors LTD) may collect and use personally identifiable data about the renter, and authorized operators with Kipp Scott Rental (Kipp Scott Motors LTD) privacy policy for rental customers. Among other things, the privacy policy provides that Kipp Scott Rental (Kipp Scott Motors LTD) may use and disclose personally identifiable data about the renter and authorized operators as it reasonably believes is necessary to protect its business, to comply with applicable law, to protect the rights, privacy, safety, or property of the renter or others, and in permitting Kipp Scott Rental (Kipp Scott Motors LTD) to pursue available remedies of limit the damages that it may sustain. Kipp Scott Rental (Kipp Scott Motors LTD) may disclose personally identifiable data about the renter in response to requests from law enforcement agencies or government regulators. Pursuant to the privacy policy. You have options to limit the use or sharing by Kipp Scott Rental (Kipp Scott Motors LTD) of personally identifiable data about the renter for marketing purposes and you may access and correct data about the renter. The privacy policy explains these options and provides information about how to choose an option. A full copy of Kipp Scott Rental (Kipp Scott Motors LTD) current privacy policy which is subject to change is available by contacting Kipp Scott Rental at 6801 50th ave, Red Deer, AB, T4N4E2.

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 Rental (Kipp Scott Motors LTD). Rental representants 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 extend 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 Rental (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 liability insurance supplement, personal accident and personal effects insurance policies, and this agreement for information regarding the optional loss damage waiver, optional tire and windshield waiver, not covered by insurance contact Kipp Scott Rental (Kipp Scott Motors LTD).

Personal accident insurance

If the renter accepted additional loss damage waiver coverage, the renter is eliminating payment of Kipp Scott Rental (Kipp Scott Motors LTD) insurance deductible \$5000 per accident, vandalism, or theft occurrence. Should the claim not total \$5000, the renter is not entitled to any unused funds.

Roadside assistance

Roadside assistance is provided via the automotive manufacturer which supply's the vehicle or by contacting Kipp Scott Rental (Kipp Scott Motors LTD).

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