

# Motor Vehicle Rental Agreement Terms and Conditions

1. Definitions. "Agreement" consists of all terms and conditions found on this form; any additional materials will be provided at the time of rental. "You, or "your" means the person identified as the renter on the back side of this form, any person signing this Agreement, any Authorized Renter and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We," "our," and "us" means the vehicle owner/lessor referred to on Page 1 of this Agreement. "Authorized renter(s)" means you, the renter's spouse, any additional renter(s) who have signed this Agreement, and any other driver authorized by the laws of the state where the vehicle is rented, provided that the person has a valid driver's license and is at least 25 years of age, unless the law of the state where the vehicle is rented requires otherwise. "Vehicle" includes the automobile identified in this Agreement, and all accessory equipment, any substitute, all tires, tools, accessories, equipment, keys and vehicle documents. "CDW" means Collision Damage Waiver. "Collision damage" means damage to, or loss of, the vehicle caused by collision or upset; it does not include damage to, or loss of, the vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. "Loss of use" means the amount calculated by multiplying the number of days from the date of damage to the vehicle until it is repaired multiplied by the periodic rental for that vehicle.

2. Our Property. This Agreement is a contract for the rental of the vehicle. You are not our agent. You acquire no rights other than those expressly stated in this Agreement. We make no warranties, express, implied or apparent, referring to the vehicle, including any warranty of merchantability or that the vehicle is fit for a particular purpose. We may repossess the vehicle at your expense without notice to you if the vehicle is abandoned or used in violation of law or this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.

3. Collision Damage Waiver. You must pay for CDW before you receive the vehicle, or at the start of the rental, for it to be effective. CDW is not insurance. CDW covers only collision damage, unless otherwise required by the laws of the state where the rental occurs. CDW is void, where allowed by law, if a) you fail to call the police to the scene of an accident; b) you fail to report all accidents to us and the police within 24 hours of occurrence or discovery; c) you fail to pay all rental charges when the vehicle is returned or the rental is terminated; or d) the vehicle is driven or used in an unauthorized manner, such as (i) by anyone who is not an authorized driver, or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the vehicle by fraud or misrepresentation; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law; (v) to carry persons or property for hire; (vi) to push or tow anything; (vii) in any race, speed test or contest; (viii) to teach anyone to drive; (ix) for carrying dangerous items or contraband; (x) outside the United States or Canada; (xi) when loaded beyond its capacity; (xii) driving faster than road conditions or the legal speed limit allow; (xiii) to transport more passengers than the number of seat belts, or to carry persons outside the passenger

compartment; (xiv) to transport children without approved child safety seats as required by law; (xv) to open and use the awning; or (xvi) when the odometer or its seal has been tampered with; or e) you commit a wanton or reckless act with the vehicle, such as by giving the vehicle to a person not authorized by law or by this Agreement.

4. Breach of Agreement: Unauthorized Use. If you commit any of the acts in paragraph 3(d) and 3(e), above, each of which is an unauthorized use of the vehicle and a breach of this agreement, you will be liable for all damage to, or loss of, the Vehicle caused by, or occurring while committing, these acts. Giving the Vehicle to an unauthorized driver also terminates our liability insurance coverage, if any.

5. Instructions. You acknowledge that you have received instructions on the operation, use and maintenance of the vehicle, including the operation and safety precautions connected with the bottled gas installations and appliances, and that you are totally familiar with the same. During non-travel periods, you will keep the vehicle on level ground so the appliances will operate properly. Any loss of refrigerated items is solely your responsibility.

6. Condition and Return of Vehicle. Renter has carefully examined the vehicle and finds it suitable for the purpose for which it is leased; and finds after a demonstration of their uses, the accessories, equipment and appliances in acceptable and working condition. You agree to periodically examine the equipment including all fluid levels and tires, and to maintain them in a safe, operable, and dependable condition while in your custody. You will pay for all damage to the vehicle due to driving with low fluid levels or use of incorrect fuels, fluids or parts. If any defect is discovered after the acceptance of the unit, you will immediately obtain instructions from us; the continued use of the vehicle without following our instructions will be at your own risk, and you will assume the liabilities of injury and damage to third persons. Renters must return the vehicle to our rental office at the date and time specified. The vehicle remains subject to the terms and conditions of this agreement until it has been inspected and accepted by us on the next business day. Service to the vehicle, repair or replacement of parts or accessories during the rental must have our prior approval.

7. Responsibility for Damage or Loss. If CDW is voided, you are responsible, and will pay us on demand, for all missing equipment, damage to, or loss of the vehicle, loss of use of the vehicle while it is being repaired, diminution of the vehicle's value caused by damage to it or repair of it, and all administrative costs we incur due to damage to, or loss of, the vehicle, for which we are entitled by law to recover, regardless of whether or not you are at fault. If CDW is not voided, your liability for collision damage will be limited to the amount indicated on the back side of this Agreement; you will still be responsible for all missing equipment and damage to, or loss of, the vehicle, other than collision damage, for which we are entitled by law to recover.

8. Charges. You will pay us on demand for: (a) time and mileage for the period during which you keep the vehicle, plus our computation of actual mileage if the odometer or its seal is tampered with; (b) CDW, when we are allowed by law to offer it; (c) gasoline and/or propane, if you return the vehicle with less gasoline and/or propane than when rented; (d) applicable sales, use and other taxes; (e) loss of, or damage to, the vehicle, which includes the cost of repair or the retail value of the vehicle based

on any valuation method accepted by the auto insurance industry on the date of the loss, if the vehicle is not repairable, plus loss of use, diminution of the vehicle value caused by damage to it or repair of it, and any administrative fees, where allowed by law; (f) all fines, penalties, forfeitures, court costs, towing charges and other expenses involving the vehicle assessed against us during your rental, unless these expenses are our fault; (g) all expenses we incur in locating and recovering the vehicle, if we elect to repossess the vehicle under the terms of this agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment due from you or otherwise enforcing our rights under this agreement; (i) 1½ % per month interest, or the maximum amount allowed by the laws of the state where the vehicle is rented, for monies due us but not paid upon return of the vehicle, and, (j) \$2/mile for every mile between the renting location and the place where the vehicle is returned or abandoned.

9. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement.

10. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left in or on the vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence.

11. Delays. GoNorth Travel, LLC does not provide travel insurance. We are not responsible for delays, cancellations, or associated costs incurred by the Renter due to accident, breakdown, vehicle maintenance or repair.

12. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the vehicle to our rental office for inspection and written amendment of the due-in date.

13. Miscellaneous. No waiver by us of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement will not constitute a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement and the "Vehicle Operations Guide" constitute the entire agreement between you and us. All prior representations and agreements between you and us are merged into this Agreement.

### **Provisions of the contract:**

#### **Cancellation policy:**

- after confirmed reservation: 25% of invoice

All drivers must be a minimum of 25 years old. (21 years for SUVs and Trucks only) Two drivers are included at no additional charge. GoNorth applies a fee of \$10 each per rental for more than two drivers.

#### **Insurance:**

Renter's insurance is primary; GoNorth's Renter's liability insurance is secondary and is included in the price of the rental; this insurance covers up to the mandatory coverage of the state where the accident occurs.

**Collision Damage Waiver (CDW):**

The CDW reduces the renter's liability for Collision Damage to \$2,000.00 per incident. Tire and glass damage of the rental vehicle or camper unit are not included in the CDW. By purchasing CDW/VIP, these items can be included, and it reduces the renter's liability to \$1000.00 per incident.

The VIP+ protection is available in conjunction with the Collision Damage Waiver (CDW) and VIP protection only. It offers lockout service, lost key replacement, emergency towing, jump start, flat tire change using spare tire (tire cost excluded), and fuel delivery service (up to 5 gallons of gas). GoNorth covers up to a maximum of \$500 for roadside assistance. The VIP+ protection further reduces the security deposit to \$500 (charged upon pick up).

At the time of pickup, renters are required to pay the deposit in the amount of \$2,000.00/\$1000.00 / \$500.00 when purchasing CDW resp. CDW/VIP/VIP+. GoNorth will refund the deposit at the end of the rental period, provided the vehicle is returned in the same condition as at the time of pickup.

**Road restrictions:**

In general, GoNorth vehicles are permitted on all public roads, including gravel roads, in Alaska and the Yukon. However, GoNorth reserves the right to temporarily limit travel on individual roads or road segments based on changing conditions. These restrictions are generally based on travel recommendations issued by the Alaska Department of Transportation (DOT). Clients are expected to inform GoNorth immediately in case of a breakdown or accident. Attention: A vehicle breakdown or accident can easily delay a trip by several days. Due in part to the large distances and remote locations involved, clients may spend several days waiting for a repair or replacement vehicle. GoNorth cannot be held responsible for delays or changed plans that are caused by an accident or breakdown.

**One-way fees, pickup/return times and minimum rental period:**

Between \$250.00 and \$650.00 per vehicle plus tax for all categories between all stations (Anchorage, Fairbanks, Whitehorse, Seattle). Vehicle pick up and returns between 10am and 3pm daily. The minimum rental period is seven (7) days for campers and motorhomes and four (4) days for SUVs/trucks. Shorter periods may occasionally be available on request.

**Payments:**

Non-refundable down payment of 25% at the time of booking. Full payment must be made for the entire rental period at the time the client picks up the vehicle. Early-Bird specials require that the vehicle be paid for in advance at the latest by December 31st, 2020. GoNorth will not release a vehicle without having received a full payment.

Accepted Credit Cards: Mastercard, Visa, Discover and Amex