



GLOBECAR RENTAL AGREEMENT

GlobeCar.com



RENTAL AGREEMENT

This Rental Agreement [Jacket] between us governs our agreement as to the Renter's rights and obligations regarding the use of the vehicle. This agreement, together with the Signed Rental Form, constitutes Agreement in its entirety. The terms "I, Renter, Me, My and/or authorized driver" refer to the renter of the vehicle, whereas "Globe, Globe Car Rental" refers to the owner of the vehicle as identified at the top of the Signed Rental Form.

VEHICLE

I understand that Globe owns the vehicle. The vehicle includes tires, tools, equipment, accessories, keys and vehicle documents. The vehicle is delivered to me in good operating condition and solely for rental purposes. I will immediately notify Globe concerning any problems with the vehicle.

RENTAL TERMS

I agree to pay the total charges and the additional payments authorized in the signed Rental Form. I understand that no one but Globe can transfer ownership of the vehicle. Attempted transfer of the vehicle by me or anyone else is void. No one may service or repair the vehicle without Globe's prior approval. I agree that Globe makes no express or implied warranty as to any matter whatsoever, including without limitation, the condition of the vehicle, and its merchantability or fitness for any particular purpose. Globe shall not be liable for any indirect special or consequential damages arising out of the rental of the vehicle to me.

AUTHORIZED DRIVERS

I am the only authorized driver. I have a valid driver's license, I am over the age of 21, my name appears correctly on the signed Rental Form and I meet all of Globe's rental requirements. An additional authorized driver is authorized only if they pay an additional driver charge and if that person has a valid driver's license and is named on the front of the Rental Agreement. All other drivers are unauthorized. I am responsible for any losses or damages which occur while the vehicle is in the possession of any driver.

FINES AND EXPENSES

I will promptly pay any parking and traffic fines, tolls, towing, storage and related costs incurred during the rental period. If Globe has to pay any such fines or costs, I agree to reimburse Globe, along with administrative fees plus any legal fees, costs and taxes.

COLLECTIONS

All charges, fees and expenses, including payment for loss of or damage to the vehicle, are due at Globe's request and I assign to Globe any and all proceeds from coverage under credit card plans or other insurance. I agree to pay a late charge of \$50.00, or the maximum amount allowed by law, whichever is less, on all past due balances. I will pay any collection costs. Globe may contact me at my cellular, work or residential telephone numbers, or by email or regular mail in connection with Globe's collection of accounts.

CREDIT CARD CHARGES

I authorized Globe to charge my credit card for the following: pre-calculated charges upon my signing of this Agreement, any additional charges upon return of the vehicle, and for any parking and traffic fines, towing, damages, accidents, storage, related expenses, and administrative fees. If I am overcharged or under-charged, Globe may debit or credit my credit card.

PROPERTY LEFT IN GLOBE'S POSSESSION

Globe will not be responsible for loss or damages to any property left in or on the vehicle, at Globe's premises or in Globe's shuttle vehicle.

LAWSUITS

I agree that the province in which I sign this agreement is the only place where Globe or I may file any action relating to this Agreement. In any such action, the laws of the province in which I signed this agreement shall apply. I agree to pay Globe's attorneys' reasonable fees and costs in any lawsuit relating to this Agreement, including appeals. If I make a claim against Globe, I agree to provide Globe with a detailed statement under oath in support of the claim. I waive my right to a jury trial in any lawsuit relating to this Agreement.

PROVINCIAL LAW

The laws of the province of rental may change, limit or prohibit any part of this Agreement (such as collision damage waiver, authorized drivers, or damage losses allowed). If so, those laws apply. This Rental Agreement is not an application for insurance.

GPS TRACKING

Globe may install a device ("GPS") which will identify the use and location of the vehicle. I agree to this installation and consent to the use of the information it generates by accepting this Rental Agreement.

PRIVACY

I consent to the collection, retention and use of my personal information to the extent and for the purposes described in the Rental Agreement and on this form. I consent to verifications of my driving record from the applicable provincial ministry and confirm that Globe may obtain and retain information from insurers as well. I acknowledge that Globe collects personal information about me (including GPS vehicle locators and driver record searches) for the purposes of verifying the information, assessing credit-worthiness and driver history, administering this Agreement, and to ensure that I am an authorized driver. Globe may give, share, exchange or disclose the personal information with Globe's affiliates and credit bureaus, insurers, my employers, other persons or organizations with whom Globe or I may have financial dealings, and any other person or organization as may be permitted or required by law. I hereby provide my consent to such collection, use and disclosure, both initially and on an ongoing basis. I also hereby authorize any of the persons or organizations described in the foregoing sentence to provide any information that they may have about me to Globe. Consent may not be withdrawn as it relates to verifying the information provided, assessing credit-worthiness, the ongoing administration of this Agreement, or ensuring I am an authorized driver.

RETURNING THE VEHICLE

I agree to return the vehicle to Globe in the same condition in which I received it. I agree to return the vehicle to Globe's location, either on the due date and time specified on the Signed Rental Form or upon Globe's request. I understand that there could be a rate change or additional charges if I return the vehicle to a different location, or at a different time or date than the one specified on the Rental Agreement. If, for any reason, I cannot return the vehicle at the time and location required by this Agreement (including whether I gave the vehicle to another authorized driver or any other person who has failed to return the vehicle to me), I will pay Globe for all losses or estimated damages to the vehicle, including loss of use, claim processing fees and administrative charges, as permitted by law.

AFTER-HOURS RETURNS

If I return the vehicle after hours, I am responsible for the following: (a) any damages or theft to the vehicle until Globe has inspected and accepted it on the return location's next business day; and (b) time charges and charges for all coverage, options, fees and taxes.

VEHICLE REPOSSESSION

Globe may repossess the vehicle at my expense without warning if the vehicle is found illegally parked, apparently abandoned, used in violation of law or of this Agreement, if I am not reachable, or if the vehicle has been used for a prohibited use. To the extent permitted by law, I waive any of my rights to a hearing or to receive any notice or legal process as a pre-condition for Globe recovering the vehicle. Upon return, if the vehicle requires more than Globe's standard cleaning or there is evidence of smoking, Globe may charge an additional fee to have the vehicle cleaned.

RESPONSIBILITY FOR LOSS TO THE RENTED VEHICLE

Subject to any applicable statute to the contrary, I am responsible for all "loss" to the rented vehicle, regardless of whether I caused the loss. I acknowledge that I am responsible for paying all losses personally, regardless of whether such losses are covered under any insurance policy. "Loss" includes: the cost of replacing the rented vehicle if it is stolen; the cost of repairing any damage to the rented vehicle; the value of loss of use of the rented vehicle; any towing, storage or impound fees; and administrative charges.

KILOMETER CHARGES

Globe's rates include allowance for a **limited** number of free kilometers. **There will be a charge for kilometers driven in excess of the allowed maximum number of kilometers.** The signed Rental Form will show the charge per kilometer and the number of free kilometers included in the rate. Unlimited kilometer option has a maximum limit of 4,000kms per rental agreement. Other kilometer options may be available to me at participating branches.

RENTAL PERIOD AND EXTENSIONS

The rental period and return date are shown on the front of Globe's Rental Form. If I wish to extend the rental period beyond the return date shown, and if the duration is 30 days or more, I must go to a Globe rental station and sign a new Rental Agreement. Extensions are not automatic and may be refused by Globe at its sole discretion. In addition, any extension is subject to availability. Failure to obtain a new agreement to replace an expired one may cause Globe to request police to issue a warrant for the vehicle and subject the Renter to both civil and criminal penalties.

PROHIBITED USES AND VIOLATIONS

The following uses of the vehicle are strictly prohibited: (a) carrying people or property for hire; (b) engaging in any illegal activity; (c) participating in any speed contest or race; (d) operating the vehicle under the influence of alcohol, drugs or intoxicants; (e) exceeding the vehicle's designated passenger or cargo capacity; (f) obtaining the vehicle through fraud or misrepresentation; (g) allowing anybody other than an authorized driver to operate the vehicle; (h) intentionally causing bodily injury or property damage; (i) using the vehicle to push anything; (j) driving on unpaved roads; or (k) driving outside the U.S.A. and Canada.

LOSS OR DAMAGE TO THE VEHICLE

I will pay for loss of, and all damages to the vehicle, including, but not limited to, estimated costs of repairs, loss of use (regardless of Globe's fleet utilization), loss of programmable transponder keys and all related hardware, administrative charges/inspection fees, towing, and storage and impound fees, even if I am not at fault. Any limitation of my responsibility must be stated on the front of the signed Rental Form. If Globe repairs the vehicle, I will pay Globe for any diminished value to the vehicle as determined by Globe. If Globe elects not to repair the vehicle, I will pay Globe the retail value of the vehicle before it was damaged, minus any amount Globe gets for selling it in its damaged condition.

COLLISION DAMAGE WAIVER (CDW)

If I buy CDW, my responsibility for damage to or loss of the vehicle will be limited to \$500.00 per incident. However, CDW is void if any driver intentionally caused the loss or damage, or was impaired due to alcohol or drugs, if the loss or damage occurred when an unauthorized driver was driving, or if the vehicle was engaged in any of the "prohibited uses and violations" described in this Rental Agreement. CDW does not apply to or waive responsibility for the cost of any equipment (including, for example, windshield, tires, wheels, and seats) damaged and/or not returned with the vehicle. Driving on unpaved roads may void CDW benefits and I am responsible for all damages, including towing and related expenses resulting therefrom.

I understand that CDW is not insurance, it is not mandatory, it does not offer full coverage, and that I have protection only to the amount selected and paid for. Globe agrees not to execute any claim or judgment against me for the amounts selected and paid for. CDW is not insurance, but simply a renunciation of Globe's right to file claims of damages under certain specific conditions.

PRACTICAL ASSISTANCE PACKAGE (PAP)

If I purchase optional PAP, coverage is provided to me and to any authorized driver named on the Agreement for any of the following:

- ✓ Elimination of the \$500.00 deductible from the basic CDW coverage;
- ✓ Elimination of my responsibility for damage caused to tires, regardless of fault;
- ✓ Elimination of my responsibility for damage caused to windshield, regardless of fault;
- ✓ Elimination of my responsibility and the cost for towing due to an accident, regardless of fault;
- ✓ Elimination of my responsibility of loss of use / revenue in case of accident;
- ✓ Emergency transportation (another vehicle, taxi, train, etc.) up to \$125.00 per incident (including taxes);
- ✓ Emergency accommodations (hotel) up to \$125.00 per incident (including taxes).
- ✓ Vehicle Personal Content Damage
 - Vehicle Personal Content Thief

Coverage is provided for theft or damage to cover personal effects owned by any covered persons while such personal effects are in the vehicle. Covered persons include any authorized driver and any persons travelling with me for one incident. Liability limits are set to a maximum coverage of \$400.00 (including taxes) per Rental Agreement. The following personal effects are not covered: automobile; boat; motorcycle parts (and their equipment or other conveyances or their accessories); household furniture; contact lenses; artificial teeth or limbs; currency, coins, deeds, bullion, stamps, securities, tickets or documents; and merchandise for sale, sample merchandise or perishables. Also not covered is any loss of or damage to personal effects caused by: mysterious disappearance; use of the vehicle in violation of the Agreement; any fraudulent, dishonest or criminal acts committed alone or in collusion with others by an uninsured person(s); corrosion, rust or temperature extremes; electrical appliances or devices of any kind; or war or nuclear explosion. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind.

ATTENTION: Any protection coverage (CDW or/and PAP) which I paid for is only valid for the duration stated on the signed Rental Form and I remain responsible for all claims beyond the time limit on the Agreement. Any protection option purchased is void and of no force or effect if, at the time of the accident or loss, the Renter or the authorized driver was impaired due to alcohol or drugs while driving the vehicle, or the vehicle was being driven by an unauthorized driver, or if the vehicle was subject to any of the "prohibited uses and violations" as described in the Rental Agreement.

LIABILITY INSURANCE

Unless contrary to municipal, provincial or federal law or otherwise provided by this Agreement, if there is no other valid and collectible insurance, whether primary, excess or contingent, available to me (or to any authorized driver while operating the vehicle) sufficient to meet minimum financial responsibility law requirements, then Globe shall provide protection against liability for bodily injury, death or property damage to the others up to the minimum financial responsibility limits required by applicable law. If coverage is provided, Globe has no duty to defend after paying the limits of such coverage. I agree that any amounts over this minimum will be covered by me or by my liability policy and I will indemnify Globe for, and hold Globe harmless, for any losses. All terms and conditions of applicable insurance policies or self-insurance qualifications are incorporated into this Agreement. There is no coverage in Mexico.

RESPONSIBILITY FOR PROPERTY

I agree that Globe is not responsible to me, to any authorized and unauthorized operator, or to anyone else for any loss of, or damage to their personal property or mine caused by their omissions or mine and negligence, whether in whole or in part. I and any authorized operators agree to indemnify and hold Globe and its agents, employees or affiliates, harmless from any claim against Globe for loss of damage to personal property that is connected with any rental under this Agreement.

OTHER COVERAGES

Any other coverage or benefits (such as, for example, basic no-fault) are provided only if (a) required by law; and (b) there is no valid and collectible insurance available; and then only up to required minimum limits. Globe provides no coverage whatsoever to unauthorized drivers. **Subject to law, any liability coverage and any enrolment in an optional product selected, is void and of no force or effect if, at the time of the accident or loss, any of the "prohibited uses and violations" occurred. There is no bodily injury liability coverage for claims between me and anyone residing in the same household as me.**

FUEL & REFUELING

Generally, but not always, Globe rentals come with a full tank of gas. There are three refueling options:

- (1) If I do not purchase fuel from Globe at the beginning of my rental and I return the vehicle with at least as much fuel as was in it when I received it, I will not pay Globe any charges for fuel.
- (2) If I do not purchase fuel from Globe at the beginning of my rental and I return the vehicle with less fuel than was in it when I received it, Globe will charge me a fuel and service charge at the applicable per-litre rate.
- (3) If I choose to purchase fuel from Globe at the beginning of my rental by selecting the fuel purchase option, I will be charged as shown on the Rental Agreement for that purchase. If I choose this option, I will not incur an additional fuel and service charge, but I will not receive any credit for the fuel left in the tank at the time of return.

ROADSIDE ASSISTANCE PROTECTION (RAP) (WHERE AVAILABLE)

Globe includes 24/7 Roadside Assistance Protection, without additional charge. RAP includes towing (not related to an accident), spare tire installation lockout service, jumpstarts, and fuel delivery service for up to 5 litres. RAP services are only available in Canada and the 50 United States. RAP is void and of no force or effect if, at the time of the incident, I (or any unauthorized driver) were engaged in any of the "prohibited uses of the vehicle" described in this Agreement. For roadside assistance, call the toll free number provided on the back of the key tag.

DAMAGES TO THE VEHICLE

I must call the renting Globe location within 24 hours of the incident or accident to report a claim. The renting location will provide claims instructions. All claims under optional products must be made within thirty (30) days of the incident or accident giving rise to the claim. I must also obtain a police report when required. For a hit-and-run or theft claim, I must call or visit the police station immediately and obtain a police report number. I will also be required to provide the police and the insurer with a statement under oath. If I have an accident that does not require police intervention, I will complete an accident report (found in the glove compartment). This report must be completed entirely and all applicable fields must contain all required information.

PROOF OF COVERAGE

The proof of coverage under any optional product is the signed Rental Form. The optional coverage abbreviation will appear on the front of the Agreement in computer-generated print, along with the daily charge and a line for the Renter's signature and initials next to each option selected. Globe will provide a copy on request.

NOTICE CONCERNING OTHER INSURANCE COVERAGE THE RENTER MAY HAVE

The purchase of any of the protection or coverage described in this Agreement may duplicate, void or cause the Renter's own policies to become excess coverage. My own auto policy or credit card may provide rental vehicle damage or loss coverage. Globe personnel cannot interpret or advise on what they cover. The purchase of CDW may void or limit other coverage that I may have under a credit card or personal auto policy.

SALES TAX, GOVERNMENTAL AND OTHER CHARGES

In addition to provincial sales taxes, which vary according to taxation rules and from province to province, some governmental authorities impose surcharges, fees and additional taxes on vehicle rental transactions. The amount may be in the form of a percentage of the rental charges or a flat, fixed sum. These charges are set forth in the pre-calculation section in the Rental Agreement. Vehicle licensing and registration fee/tax, reimbursements, airport fee recoupments, tire recoupments and voucher handling fees for international tour customers may also be shown as separate charges.

PROVINCIAL LAWS, SEAT BELTS AND CHILD RESTRAINTS

Provincial laws may prohibit or modify the options offered. Any offer or description of benefits is void where prohibited by law. Provincial law may require the use of seat belts and child restraint seats.

PROMOTIONAL AND SALES BROCHURES

I should not rely on any promotional brochures, advertising literature or sales brochures which in any way may conflict with the information contained in this Rental Agreement Jacket.

In the event of any contradiction, discrepancy or difference between the English-language version and the French-language version of the text in the terms of the Agreement, the English-language version shall govern.

