



ALASKA OVERLANDER

Vehicle Rental Agreement Terms and Conditions

1. Definitions.

“**Agreement**” means all terms and conditions found in these Terms & Conditions, the Rental Agreement, any addenda and any additional materials that we provide and that you sign at the time of rental.

“**You**” or “**your**” means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver 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**” or “**us**” means us Overland Alaska Adventures LLC DBA Alaska Overlander (hereinafter “Alaska Overlander”) - the rental company named in this Agreement.

“**Authorized Driver**” means the renter and any additional driver listed by us on this Agreement provided that each such person has a valid driver's license and is at least 25 years of age. Only Authorized Drivers are permitted to drive the Vehicle.

“**Vehicle**” means the recreational vehicle, motor home, SUV or truck camper or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. The Vehicle may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.

“**Loss of Use**” means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees.

“Diminished Value” means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf.

“Charges” means the fees and charges that are incurred under this Agreement.

“Rental Period” means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

“Vehicle License Fee,” “Vehicle Licensing,” “Vehicle License Prop Tax,” “Vehicle License Cost Recovery Fee,” or “Motor Vehicle Tax” means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

2. Rental, Indemnity and Warranties.

By renting a Vehicle from us, you agree that you have read and agree to all terms and conditions of our agreement. We reserve the right to repossess the Vehicle at your expense without prior notice if the Vehicle is found abandoned or if it is used in violation of any applicable law or the terms outlined in this Agreement.

Furthermore, you agree to indemnify, defend, and hold us harmless from any and all claims, liabilities, loss of use, costs, and attorney fees incurred by us as a result of or arising from this rental agreement, your use of the Vehicle, or our repossession of the Vehicle.

We make no warranties, whether express, implied, or apparent, regarding the Vehicle or any Optional Equipment provided. Specifically, we do not provide any warranty of merchantability and do not warrant that the Vehicle or Optional Equipment is fit for any particular purpose.

3. Condition and Return of Vehicle.

You are obligated to return the Vehicle to our designated rental office or any other location specified by us, precisely on the date and time agreed upon, and in the identical condition as it was when initially received, excluding reasonable wear resulting from ordinary usage.

Should you wish to extend the Rental Period beyond the agreed-upon duration, it is imperative that you bring the Vehicle back to our rental office for thorough inspection and formal written amendment by us before the stipulated due-in date.

In the event that you return the Vehicle after our regular business hours, you shall remain accountable for any loss of or damage to the Vehicle until such time as we are able to conduct a comprehensive inspection upon our subsequent reopening for business. During this period, charges may continue to accrue.

Any servicing required for the Vehicle or replacement of its components or accessories during the rental period must be explicitly authorized in writing by us beforehand. Additionally, you are responsible for regularly monitoring and maintaining all fluid levels in the Vehicle, and upon return, it must possess no less than the same amount of fuel as when initially rented.

4. Responsibility for Damage or Loss.

You are solely responsible for any damage to, loss of, or theft of the Vehicle, inclusive of damage attributed to weather conditions, acts of God, or terrain conditions. Your responsibility encompasses:

- a. All physical damage to the Vehicle, which shall be assessed as follows:
 - I. In the event that we ascertain the Vehicle to be irreparably damaged beyond repair, your liability shall extend to the actual cash value of the Vehicle, less any salvage value;

- II. If the Vehicle is deemed repairable, your responsibility shall include:
 - (i) The disparity between the Vehicle's value immediately preceding the damage and its value immediately thereafter; or
 - (ii) The reasonable estimated retail value or actual cost of repair, augmented by any Diminished Value.
- b. Loss of Use, which shall be quantified by multiplying your daily rental rate by either the actual or estimated number of days from the date of the damage to the date the Vehicle is reinstated or repaired. This calculation is agreed upon as a reasonable estimate of Loss of Use damages and not as a penalty.
- c. An administrative fee, calculated in accordance with the damage repair estimate as follows, which is deemed reasonable:
 - I. \$0-\$250 damage = \$50 fee;
 - II. \$251-\$500 damage = \$75 fee;
 - III. \$501-\$750 damage = \$100 fee;
 - IV. \$751-\$1500 damage = \$150 fee;
 - V. \$1501-\$2500 damage = \$200 fee;
 - VI. Damage exceeding \$2500 = \$250 fee;
- d. Towing, storage, impound charges, and other reasonable incidental and consequential damages.
- e. All costs associated with our enforcement of this Agreement or the collection of Charges, inclusive of attorneys' fees, collection fees, and costs, regardless of whether or not litigation is initiated.

You are required to promptly report all accidents or incidents of theft and vandalism involving the Vehicle to both us and the police as soon as you become aware of them.

5. Prohibited Uses.

The following uses of the Vehicle are strictly prohibited and shall constitute material breaches of this Agreement. The Vehicle shall not be used:

- a. By any individual who is not designated as an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction;
- b. By any person under the influence of prescription or non-prescription drugs or alcohol;
- c. By any individual who obtained the Vehicle or extended the Rental Period by providing us with false, fraudulent, or misleading information, or by withholding information that would have led to our decision not to rent the Vehicle;
- d. For any unlawful purpose or in any circumstance that would constitute a felony or violation of law (excluding minor traffic violations);
- e. For the transportation of persons or property for hire;
- f. To push or tow any objects, to provide driving lessons, or to transport items on the Vehicle's roof;
- g. In any form of race, speed test, or contest;
- h. To transport hazardous items or illegal materials;
- i. Outside the territorial limits of the United States, Canada, or the geographic area specified elsewhere in this Agreement;
- j. When loaded beyond its capacity as determined by the Vehicle manufacturer;
- k. On designated or undesignated "off-road" trails also known as "Jeep trails" or for rock crawling or "mudding";
- l. For water crossings where the water depth exceeds the height of the top of the vehicle's hubcaps;
- m. To exceed the number of occupants for which the Vehicle has seat belts, or to transport individuals outside the designated passenger compartment;
- n. To transport children without appropriate child safety seats as mandated by law;
- o. When the odometer has been tampered with or disconnected;
- p. When the Vehicle's fluid levels are low or when it is reasonably foreseeable that continued operation would result in damage to the Vehicle;

- q. In a manner that causes damage to the Vehicle due to improperly secured cargo;
- r. Following an accident involving the Vehicle unless and until you have notified the police to attend the accident scene;
- s. For the transportation of animals (excluding service animals);
- t. In or through structures such as underpasses, gas stations, drive-throughs, or other objects where there is insufficient clearance (in terms of width or height);
- u. By any person who is engaging in sending electronic messages, including text (SMS) messages or emails, while operating the Vehicle;
- v. In violation of any "Rules of the Road," vehicle safety guidelines, or other similar materials or instructions provided by us at the time of rental.

Furthermore, sitting, standing, or lying on the roof of the Vehicle (except as designated inside roof-top tents, as well as smoking within the Vehicle or tents, are also strictly prohibited.

ANY PROHIBITED USE OF THE VEHICLE CONSTITUTES A VIOLATION OF THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).

6. Included and Optional Equipment.

We provide certain Included Equipment such as tents, refrigerators, bedding, tables, chairs, stoves, kitchen equipment, first aid kits and other gear as well as Optional Equipment such as navigational systems, recovery gear, recreational equipment, and child safety seats, upon request and subject to availability, for your use during the rental period at an additional charge. All Included and Optional Equipment is rented on an 'AS IS' basis and must be returned to us at the conclusion of the rental period in the same condition as when initially rented.

If you opt to rent a child safety seat, you are responsible for inspecting and installing the child seat into the Vehicle yourself to ensure its proper and safe use. Similarly, if

you decide to rent a GPS device, it is advisable to review the operational instructions provided before departing from the rental location.

7. Charges and Costs.

You authorize us to process a charge of \$1500 as a deposit against your credit/debit card at the commencement of the rental period in addition to the estimated charges. The Deposit may be utilized to cover all Charges incurred during the rental period. Within 7 days upon the conclusion of your rental, we will authorize the refund any surplus Deposit. However, it is important to note that the credit card processor may take up to 14 days to process and return your Deposit.

Full payment for the rental is collected 30 days prior to the agreed-upon arrival date. You are obligated to settle all additional Charges owed to us, or the appropriate government authorities, either upon the conclusion of this rental or upon demand.

These Charges include, but are not limited to:

- a. Base rental rate for the Rental Period;
- b. Excess mileage fee, if applicable;
- c. Optional products and services purchased;
- d. Refueling charges, if the Vehicle is returned with less gas than when initially rented;
- e. Taxes and surcharges;
- f. Reimbursement for damages to vehicle including but not limited to damages to windshield, rims and tires, body damage, pinstriping marks, missing equipment, etc;
- g. All expenses incurred in locating and recovering the Vehicle if you fail to return it, or if we elect to repossess the Vehicle under the terms of this Agreement;
- h. Court costs, including pre- and post-judgment attorney fees, incurred in collecting payment from you or enforcing our rights under this Agreement;
- i. A reasonable cleaning fee not exceeding \$250 if the Vehicle is returned substantially less clean than when rented;

- j. A fee of up to \$350 if the keys to the Vehicle are lost;
- k. A surcharge if the Vehicle is returned to a location other than the original rental location, or if it is not returned on the scheduled date and time, with additional charges applicable for each day (or partial day) after the due-in date. These charges may be substantially higher than the initially agreed rental period rates if a special or promotional rate applied to the initial period;
- l. Replacement cost of lost or damaged parts and supplies used in Included and Optional Equipment.

All Charges are subject to our final audit. In the event that errors are discovered after the conclusion of this transaction, you hereby authorize us to correct the Charges with the payment card issuer.

8. Your Property, Responsibility for Tolls, Traffic Violations, and Other Charges.

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, whether received, handled, stored, or left in or on the Vehicle, in any service vehicle, or in our offices, regardless of whether the loss or damage was caused by our negligence or otherwise our responsibility.

You are solely responsible for the payment of all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and any other fines, fees, or penalties ("Violations") assessed against you, us, or the Vehicle during the Rental Period. In the event that we are notified by the charging authorities that we may be held responsible for the payment of a Toll or Violation, you agree to remit to us or a processing firm ("Processor") of our choice an administrative fee of up to \$50 for each such notification. By entering into this Agreement, you authorize us to release your rental and payment card information to a Processor for processing and billing purposes.

Should we or the Processor make payment for a Toll or Violation on your behalf, you authorize us or the Processor to charge all such payments, service fees, and administrative fees to the payment card you utilized in connection with this rental.

9. Our Responsibility to You if the Vehicle becomes Inoperable.

If the Vehicle becomes inoperable for a period exceeding 24 hours, our liability to you is restricted to the daily rental rate multiplied by the number of days during which the Vehicle remains inoperable.

10. Personal Information.

You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Any inquiries or concerns regarding privacy should be directed to the location where you rented the Vehicle.

11. Miscellaneous.

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between you and us, superseding all prior representations and agreements regarding this rental, which are hereby deemed void.
- b. **Waiver and Modification:** No term of this Agreement can be waived or modified except in writing signed by us.
- c. **Breach and Obligations:** A waiver by us of any breach of this Agreement does not constitute a waiver of any additional breach or waiver of your obligations. Our acceptance of payment from you or our failure to exercise any rights under this Agreement does not waive any provision of this Agreement.
- d. **Recourse and Liability:** You waive all recourse against us for any criminal reports or prosecutions arising from your breach of this Agreement. Unless

prohibited by law, you release us from liability for consequential, special, or punitive damages.

- e. **Severability:** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.
- f. **Governing Law and Jurisdiction:** This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof. You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.