

## TERMS OF RENTAL – Northern Alaska Tour Company dba Arctic Outfitters (NATC/AO)

- 1) **VEHICLE:** The Vehicle, which includes tires, tools, equipment, accessories and Vehicle documents, does not belong to Renter, but is delivered to Renter for rental purposes only and is in good operating condition. **THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT.**
- 2) **VEHICLE RETURN:** Renter will return the Vehicle in the same good operating condition to the place and on the due back date specified, or sooner upon demand.
- 3) **REPOSSESSION OF VEHICLE:** The Vehicle may be repossessed, at Renter's cost and without notice if it is not returned on the due back date, is illegally parked, used in violation of law or of this Agreement, appears to be abandoned, or if Renter gave false or misleading information at time of rental.
- 4) **AUTHORIZED DRIVERS:** In addition to Renter the vehicle may be driven only by those listed in the Additional Drivers section on this Rental Agreement.
- 5) **USE RESTRICTIONS** Vehicle will not be used or operated by any who:
  - A. Who has obtained the Vehicle by using false or misleading information; or
  - B. Who is not capable of safely driving the Vehicle due to alcohol, drugs or drowsiness; or
  - C. To transport people or property for compensation; or
  - D. In any race, training activity, contest or for any illegal purpose; or
  - E. To push or tow any other vehicle or object; or
  - F. In any abusive, reckless, negligent, willful, wanton manner; or
  - G. On any individual roads or road segments specified by NATC/AO; or
  - H. In Canada without prior written permission; or
  - I. In violation of any local, city or state traffic law;
- 6) **LIABILITY INSURANCE:** You represent, unless specifically denied on the Reverse, that You have, to Your benefit, a policy of automobile liability insurance meeting the minimum standards, in the state you reside in, in full force and effect at the time of the rental of the Car. Liability insurance coverage provided by the Lessor for Your benefit, or that of any other person, is afforded only if clearly mandated by the Financial Responsibility Law or other similar law in the state where the Car is rented, and then only in accordance with the minimum requirements of that law. Our compliance with that law, may at our sole option, be afforded by bond, insurance programs, self-insurance or other means permitted by law, or in any legally permissible combination of the above. Any coverage referred to in this paragraph, if supplied, will not apply: a. You, or any authorized "additional driver" or any guest or passenger in the Car for bodily injury or death unless such application is expressly mandated by law; b. To any obligation for which You or the driver of the Car or any insurance carrier may be held liable under Worker's Compensation, disability benefits, unemployment compensation or similar law; c. To any obligation assumed by You or any other driver under any contract whatsoever; d. If there is other valid and collectable insurance, either primary or excess, with limits of liability at least equal to the minimum specified by the state financial responsibility law available to You. Any insurance law, Financial Responsibility Law or similar law which includes or defines You as a named insured, under Lessor's policy, to the extent permitted by law, such inclusion shall be expressly effective only if no other valid and collectable insurance, either primary or excess, with limits of liability at least equal to the minimum specified by the state financial responsibility law is available to You. **THE INSURANCE COVERING THIS VEHICLE SHALL BE SECONDARY OR EXCESS TO YOUR POLICY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LESSOR IS UNDER NO DUTY OR OBLIGATION TO PROVIDE INSURANCE COVERAGE TO YOU OR ANY OTHER DRIVER OF THE CAR. YOU COVENANT AND AGREE THAT YOU WILL HOLD HARMLESS AND INDEMNIFY LESSOR FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, ATTORNEY'S FEES AND EXPENSES OF ANY NATURE ARISING OR ALLEGED TO ARISE FROM ANY USE, OPERATION, MAINTENANCE AND OWNERSHIP OF VEHICLE WHILE THIS AGREEMENT REMAINS IN FORCE AND EFFECT AND REIMBURSE LESSOR FOR ANY LOSS OR DAMAGE DURING SAID PERIOD. COVERAGE IS VOID IN CANADA, YOU MUST OBTAIN A WRITTEN AUTHORIZATION AND PURCHASE LIABILITY AND PHYSICAL DAMAGE INSURANCE BEFORE ENTERING CANADA.**
- 7) **PERSONAL INJURY AND PROPERTY DAMAGE TO AUTHORIZED DRIVERS AND PASSENGERS:** (NATC/AO) does not provide supplemental no-fault or other insurance that is optional or can be waived or rejected, AND RENTER JOINS (NATC/AO) IN WAIVING OR REJECTING ANY SUCH INSURANCE.
- 8) **ACCIDENTAL FIRE:** Renter is not responsible for any loss of or damage to the Vehicle due to the accidental fire, except as provided in Paragraph 9 below.
- 9) **LOSS OF OR DAMAGE TO THE VEHICLE:** Renter is responsible for the full value of any loss of or damage to the Vehicle including loss of use and any related cost and expenses. This charge may exceed actual repair cost or the fair market value of the vehicle, and many insurance companies will not pay this charge and the renter will be responsible for these charges.
  - A. Breaches any provision of this agreement; including but not limited to the items stated in paragraph 5 or,
  - B. Allows an unauthorized driver to operate the Vehicle or,
  - C. Fails to report theft, vandalism or any accident to the renting location and police authority within 24 hours; or,
  - D. Allows another person, including any authorized driver, to come into possession of the Vehicle, or the keys to the Vehicle, and the Vehicle is not returned on the due back date.
- 10) **DAMAGED VEHICLE:** Renter will not use the Vehicle if it is damaged or in need of repair, and will be responsible for all damage to the Vehicle resulting from such use.
- 11) **PARKING VIOLATIONS:** Renter will be required to pay \$25.00 processing fee plus all parking violations, fines and penalties. In the event renter fails to make such payments, Renter agrees that in connection with any claimed violations, any information relating to Renter may be submitted to governmental authorities.
- 12) **PAYMENT:**
  - A. Renter will pay on demand all charges due under this agreement including any loss of use due to necessary damage repairs as a result of renters use outside of normal wear and tear.
  - B. All charges are subject to final audit, and if an error is found, either party shall promptly pay or credit the other, as appropriate, to correct the error.
  - C. If Renter has indicated that someone else or that some company will pay for charges due under this Agreement and payment is not made, Renter will pay upon demand.
  - D. Renter consents to the reservation of credit, by a credit card issuer, up to the amount of the estimated charges due under this Agreement and authorizes the renting location to process a credit card voucher if applicable, in Renter's name, for all charges due under this Agreement.
  - E. Renter will pay interest at the highest rate permitted by law on any past due charges and will also pay any collection costs, including reasonable attorney's fees, if all charges are not paid when due.
- 13) **RENTER RESPONSIBILITY FOR PROPERTY:** Renter is solely responsible for any property left or stored in the Vehicle, shuttle bus, or anywhere at the renting location, no matter who received, stored or handled the property.
- 14) **FAILURE TO RETURN VEHICLE:** If Renter fails to return the Vehicle on the due back date or within 24 hours following a written or oral demand to Renter (which demand, if in writing, shall be considered delivered forty-eight (48) hours after the mailing of a certified letter addressed to the residence or business address of Renter as shown on the rental agreement), Renter will be deemed to be an unlawful possession of the Vehicle and to have authorized the issuance of a warrant for the arrest of Renter or any person possessing the Vehicle.
- 15) **VEHICLE REPAIRS:** Renter will not permit any repair to or replacement of any part on the Vehicle without the prior consent of the renting location and Renter agrees to pay for all such unauthorized repairs and parts.
- 16) **MISCELLANEOUS:**
  - A. Renter will pay all costs including reasonable attorney's fees and court costs incurred by the renting location, and (NATC/AO), and will defend and indemnify these parties from all claims, demands and lawsuits resulting from:
    - a. The issuance of a warrant for the arrest of Renter or any person operating the Vehicle; and
    - b. Any action by the renting location, including self-help, used to get the Vehicle back or otherwise enforce the terms of the Agreement; and
    - c. Any action against the renting location, (NATC/AO) resulting from Renter's breach of the Agreement.
  - B. The renting location, (NATC/AO) shall have no liability for any indirect, special or consequential damages arising in connection with the furnishing, performance or use of the Vehicle or for any claim based upon the failure to honor a vehicle reservation requested by Renter.
  - C. Renter shall not be considered the agent or employee of the renting location, (NATC/AO) for any purpose whatsoever.
  - D. Renter agrees to everything stated on both sides of this Agreement, which is the entire Agreement between the parties. Renter agrees that this Agreement can only be changed in writing and if signed or initialed by both the renting location and Renter.
  - E. **CONFLICTS OF LAW/VENUE** This agreement was entered into in Fairbanks, Alaska. Venue should be in the judicial district for Fairbanks, Alaska. The laws of the State of Alaska shall govern this agreement.
- 17) **CLEANING FEES:** NO SMOKING ALLOWED IN VEHICLES. NO PETS ALLOWED IN VEHICLES. The charge to clean a Vehicle of the smell of fish, game, pets or cigarette smoke or of pet hair will be at least \$150.00. Excessively dirty vehicles (interior, not exterior) will be charged a minimum of \$25.00.