

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. If we update or make changes to these policies, we'll notify you via email and provide you quick access to the changes through the website.

Triangle RV Centre LTD (hereafter referred to as "Triangle RV", "we", "us", or "our")

RV Rental Insurance Information

Proof of Insurance MUST be presented when picking up your Rental.

Do you carry ICBC Road Star Package or Roadside Plus?

<https://www.icbc.com/insurance/products-coverage/Pages/Great-value-packages.aspx>

If you are a licensed BC driver and have neither of the above, you can purchase RV Rental insurance from ICBC at \$10 per day from your Insurance Broker.

<https://www.icbc.com/insurance/products-coverage/Pages/rental-vehicle.aspx>

If you live in another Canadian Province, confirm with your insurer that you are covered in BC for an RV Rental. International travellers MUST purchase the Insurance available at Triangle RV @ \$20 a day.

The Balance of your Rental Costs as well as your \$750 Damage Deposit will be automatically charged to your credit card the day before pick up.

Key Terms

- **"RV"** means recreational vehicles.
- **"Renter"** means a Person who requests a booking of an RV
- **"Tax"** or **"Taxes"** mean any sales taxes, goods and services taxes (GST) and other similar municipal, Provincial and federal indirect or other withholdings and personal or corporate income taxes.

YOU ACKNOWLEDGE AND AGREE THAT, BY USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS

Modification

Triangle RV reserves the right, at its sole discretion, to modify the Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Services or provide you with notice of the modification. We will also update the “**Last Updated Date**” at the top of these Terms. By continuing to access or use the Services after we have posted a modification on the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services. **Other**

Policies

You agree that you will comply with all written Triangle RV rules, agreements, and policies that are made available by Triangle RV on the Services and which are incorporated herein by reference.

Minimum Age

The Services are intended solely for persons who are 25 or older. Any access to or use of the Services by anyone under 25 is expressly prohibited. By accessing or using the Services you represent and warrant that you are 25 or older. The minimum age to rent an insured vehicle is 25 years old.

Renter Eligibility and Application Process

The following are the minimum eligibility requirements as a renter:



You must hold a current, valid (non-temporary) driver’s license, and present your license to Triangle RV when you begin your rental. You must be at least 25 years of age. You must be approved by Triangle RV through identify verification and other background checks that the company requires. You are required to demonstrate at least three years of current, licensed driving history and must hold a valid Driver’s License. If you hold a foreign license, you must be at least 25, and you will be required to provide your passport, an international driver permit or a photograph of your current driver license. You must possess a mobile phone in your own name that we can verify through text message.

Triangle RV uses reasonable security measures to protect the data we receive via the Services and Hardware. However, we cannot guarantee that third parties will never defeat our security measures. You acknowledge that you are using the Services and Hardware and sharing information at your own risk.

Renter Verification

As a Renter, you are required to provide certain personal information through the Triangle RV renter verification program in order to rent insured RVs You are asked to provide a valid (i) Driver’s License Number, State of Issue, your Name and Address, (ii) DOB, (iii) SSN, (iv) verification of at least 3 years driving experience, (v) completion of the renter questionnaire, (vi) current insurance provider, (vii), your international drivers

permit and a valid Passport (for international renters).

Damage to RVs

As the operator of the RV, you are responsible for leaving the RV in the condition it was in when you picked up the RV. You acknowledge and agree that as a Renter, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite to, or otherwise provide access to the RV. In the event that an RV Triangle RV claims otherwise and provides evidence of damage, including but not limited to, photographs, you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of a claim and given forty eight (48) hours to respond, the payment will be charged to and taken from the credit card on file. You agree that unless you have purchased or have been qualified for insurance through Triangle RV that you will hold Triangle RV harmless and that Triangle RV has no responsibility for any damages that you cause to Triangle RV or to any person. You also agree that as a renter, your personal insurance will act as primary to any coverage you purchase through Triangle RV. Triangle RV also reserves the right to charge the credit card on file, or otherwise collect payment from you and pursue any avenues available to Triangle RV in this regard, including using Security Deposits, in situations in which you have been determined, in Triangle RV sole discretion, to have damaged the RV, including, but not limited to, in relation to any payment requests made by Triangle RV, and in relation to any payments made by Triangle RV. If we are unable to charge the credit card on file or otherwise collect payment from you, you

agree to remit payment for any damage to the RV to Triangle RV. If a vehicle has been damaged during the rental period and the damage occurred as a result of vandalism or there is a suspicion of vandalism, a police report must be filed.

Cancellations and Refunds

If, as a Renter, you cancel your requested booking before the requested booking is confirmed by Triangle RV, we will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time. If, as a Renter, you wish to cancel a confirmed booking made via the Services, either prior to or after arriving at the RV, the User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Services and Content. actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

Unless otherwise stipulated in the insurance coverage, the Renter is responsible for all damage to the rental, missing equipment, down time, and Triangle RV administrative expenses connected with loss irrespective of the cause of damage or loss or the

negligence or lack thereof of Renter. Renter is responsible for loss due to theft of the rental. Renter is responsible for all damages due to vandalism of the rental. When accepting the rental, Renter and Triangle RV must complete a thorough, comprehensive Walk-Thru report of the rental, noting in writing any and all defects or damage to the rental prior to Renter's acceptance of the same. Renter and Triangle RV must sign and date the RV Departure Checklist in order to qualify for insurance protection. Immediately prior to releasing the vehicle the owner is responsible for completing a full inspection of the interior and exterior of the vehicle with the renter, and must take photos to document its condition immediately prior to departure and immediately upon return.

Upon return of the rental, Triangle RV must immediately inspect the rental and photograph any damages, and report any losses to within 72 hours of the end of the booking or return of the vehicle (whichever occurs first). Triangle RV is not responsible for personal property left in the rental. All defects and/or damage to the rental noted in the return inspection which are not noted on the Walk-Through report completed by Renter and Triangle RV when accepting the rental shall be the sole responsibility of Triangle RV and Renter, and Renter shall reimburse Triangle RV for the cost of the repair. To the extent that the security deposit actually paid to Triangle RV is insufficient to cover the costs and damages incurred by Renter, Renter will make immediate payment to Triangle RV, upon demand. Renter must report all accidents involving the rental to Triangle RV within 24 hours of occurrence and provide a copy of the accident report to Triangle Drivers

Renter acknowledges and agrees that no person shall be allowed to drive the rental who is not at least the age of 25, a holder of a valid driver's license in his or her actual possession, and approved through Triangle RV, insurance or through a third party

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insurance binder. Renters acknowledge that recreational rentals can be very large and handle differently from passenger cars. The rental requires more skill and expertise to operate safely than an automobile rental. The rental requires more clearance above, in front of, behind, and beside them to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent rentals and obstacles on the roadway. Due to size and handling characteristics, the rental shall not be operated at speeds in excess of 100 kms per hour regardless of the posted speed limit.

Renter and Owner represent and warrant that any person who operates the rental will have passed DMV verification and will have the skill and expertise to do so safely and free from negligence. Renter acknowledges that the qualifications of any driver of the rental are solely at the discretion and risk of Renter and that Triangle RV has not evaluated the skill and expertise of any such driver.

Renter acknowledges that Triangle RV has no control over the number of passengers a Renter may allow into the rental or the conduct of those occupants while the rental is being operated. Therefore, Renter acknowledges that Renter is solely responsible for the passengers on board the rental as well as the conduct of those passengers, and Renter shall confirm that both driver and passengers are properly using seat belts while the rental is in motion.

Allowed Use of the Rental

All rentals may only be used on those public roadways with sufficient width and clearance to allow the rental to be operated safely and without damage. Under no circumstances may the rental be operated in rugged terrain or used in the sport of off roading. Renter remains responsible for all damage to the rental, missing equipment, down time, and Triangle RV administrative expenses connected with damage regardless of whether or not Renter or the driver is at fault. Any violation of these terms will result in loss of insurance coverage.

Under no circumstance shall:

- The rental be driven outside the United States and Canada.
- The Renter allow anything to be towed behind the rental unless specified. •
- The awning be unrolled or used without Owner approval.
- Anyone be allowed on the roof of the rental.
- Anyone occupy any towed rental while it is in motion.
- The rental may not be taken into Mexico.
- The rental may not be driven in Alaska
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- *Insurance, Tickets, Tolls & Citations*
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Renter must purchase Triangle RV provided insurance packages or provide an alternative proof of insurance before renting. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's contractual possession of the rental.

Right of Possession

Triangle RV shall always have superior right of possession of the rental over Renter. In the event that Triangle RV, officers or employees, in their sole and absolute discretion, determine that the rental is at risk of damage or loss, Triangle RV shall have the absolute right, but not the obligation, to recover the rental from Renter regardless of the amount of time remaining in the Rental Agreement. In the event Triangle RV recovers a rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs.

General Requirements

Renter agrees not to drive in a careless or negligent manner while driving a Rented vehicle, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those who have signed the Triangle RV rental agreement and have signed the RV Departure Form. Renter further agrees not to use, or permit use of the rental for unlawful purposes. Renters will hold Triangle RV harmless from any and all fines and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Renter further agrees to indemnify

and hold harmless Triangle RV from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use and operation of the rented unit. Unless prohibited by law, you release Triangle RV from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle.

Renter shall hold harmless, Triangle RV and its authorized agents and employees from and against all loss, bodily injury, damages and expenses, including legal expenses, of any kind arising from my rental unit during rental possession extending to such time use is finalized and cleared by Triangle RV, including without limitations, latent and other defects whether or not discoverable by you or Triangle RV. This indemnity shall continue in effect at all times despite the return of the rental before or after expiration of the contract terms whether by a formal request from Triangle RV. It is agreed and understood that Triangle RV may control the defence of any such claim. Any violation of these terms will result in denial of insurance coverage.

Damage to RVs

The Renter is responsible for leaving any rented RV in the condition it was in when they picked up the RV. Renter and Triangle RV acknowledge and agree that you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite to, or otherwise provide access to the RV. In the event that Triangle RV claims otherwise and provides evidence of damage, including but not limited to, photographs, you, the Renter, agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given forty-eight (48) hours to respond, the security deposit payment will be charged to and taken from the Renter's credit card on file. You agree that unless you have purchased or have been qualified for insurance through Triangle RV that you will hold Triangle RV harmless and that Triangle RV has no responsibility for any damages

that are caused to an RV or to any person. Triangle RV also reserves the right to charge the credit card on file, or otherwise collect payment from you and pursue any avenues available to Triangle RV in this regard, including using Security Deposits, in situations in which you have been determined, in Triangle RV sole discretion, to have damaged the RV.

Triangle Rv Right of termination

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate these Terms. Upon termination, we will promptly pay you any amounts we reasonably determine we owe you in our discretion, which we are legally obligated to pay you. In the event, Triangle RV terminates these Terms, you will remain liable for all amounts due hereunder.

Disclaimers

IF YOU CHOOSE TO USE THE SERVICES, YOU DO SO AT YOUR SOLE RISK.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND USE OF ANY RVS VIA THE SERVICES, WITH YOU. NEITHER TRIANGLE RV NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES

Indemnification

You agree to release, defend, indemnify, and hold Triangle RV and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Services or your violation of these Terms; the use, condition or rental of a RV by you, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a RV. inappropriate behaviour, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Triangle RV by contacting us with your police station and report number via a support ticket; provided that your report will not

obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you. You agree that you are required to resolve any claim related to a payment dispute or an insurance dispute that you may have with Triangle RV and any other related party on an individual basis in arbitration, as set forth in the Arbitration section below

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Triangle RV and you regarding the Services.

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Triangle RV (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via

the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Dispute Resolution

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE PAYMENT AND INSURANCE DISPUTES WITH TRIANGLE RV AND OTHER PARTIES ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

By agreeing to the Terms, you agree that you are required to resolve any claim related to a payment dispute or an insurance dispute that you may have with Triangle RV and any other related party on an individual basis in arbitration, as set forth below. This will preclude you from bringing any class, collective, or representative action against Triangle RV and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Triangle RV by someone else. Except for disputes relating to payment or an insurance dispute, Triangle RV reserves all of its rights to bring any other dispute in any court of competent jurisdiction. The costs and expenses of arbitration, including the fees of the arbitrators but excluding any attorneys' fees, shall be advanced by Triangle RV, but will ultimately be borne by the non-prevailing party.

You consent to electronic service of process, with service to be made to the email address we have on record for your account. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Triangle RV

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otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Triangle RV each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction relating to any dispute that is properly the subject of this arbitration agreement.

You agree that any and all communications and evidence related to any payment, charge or insurance dispute ultimately resolved by arbitration or mediation with FairClaims arising out of or relating to this agreement shall be held and will remain confidential, and that you will not take any action that will harm the reputation of any of the other parties to the arbitration or mediation or Triangle RV, or which would reasonably be expected to lead to unwanted or unfavourable publicity to and of the parties, Triangle RV or other entities involved in or incidental to the arbitration or mediation. You understand that those parties and entities include but are not limited to

the claimant, respondent, witnesses, and Triangle RV.

You agree that, in the event of confirmation and enforcement, the delinquent party to the arbitration will be responsible for any attorney, court or other fees associated with such action.

arbitration clause or the enforcement thereof.

You and Triangle RV agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services (collectively, “**Disputes**”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Further, unless both you and Triangle RV otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “**Dispute Resolution**” section will be deemed void. Except as provided in the preceding sentence, this “**Dispute Resolution**” section will survive any termination of these Terms.

the arbitration will be conducted solely on the basis of documents you and Triangle RV submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. **Arbitrator’s Decision.** The arbitrator will render an award within the time frame specified. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “**Limitation of Liability**” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favour of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorney’s fees and expenses, to the extent provided under applicable law. Triangle RV will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.



Fees. Your responsibility to pay any filing, administrative and arbitrator fees will be solely yours. The costs and expenses of arbitration, including FairClaims fees and the fees of the arbitrators (but excluding any attorneys’ fees), shall be advanced by Triangle RV, but will ultimately be borne by the non-prevailing party.

Changes. Notwithstanding the provisions of the “**Modification**” section above, if Triangle RV changes this “**Dispute Resolution**” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the “**Last Updated Date**” above or in the date of Triangle RV email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Triangle RV in accordance with the provisions of this “**Dispute Resolution**” section as of the date you

first accepted these Terms (or accepted any subsequent changes to these Terms).

General

The failure of Triangle RV to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Triangle RV. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. **Triangle RV**

Rental Agreement

This RV Rental Agreement (“Agreement”), along with the Triangle RV Terms and Conditions, which are incorporated herein by reference, is made by and between the persons listed in the booking details namely the Renter and Triangle RV for the rented vehicle (the “Rental”). Renter and Triangle RV are referred to collectively herein as the “Parties”.

The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Triangle RV, it has also released and/or indemnified Triangle RV officers, directors, employees, agents, affiliates, and the vehicle’s owner of record.

By entering into a confirmed booking, Renter and Triangle RV acknowledge that they read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental. Additionally, Renter permits Triangle RV to process a charge to the card listed on file for all rental and claim related charges due under this Agreement.

The Parties have read and agree to the terms and conditions of this Rental Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. Rental Agreement Terms and Conditions

- 1. Renter and Triangle RV .** The “Renter” shall mean the individual person completing a booking. Triangle RV represents and warrants that it has the legal

authority to enter into a booking and renting the Rental. This agreement is not assignable by Renter.

- 2. Rental .** The “Rental” means the motorized or non-motorized (towable) vehicle rented by the Renter from Triangle RV and includes tires, tools, key fobs, keys, equipment, included licence plates, documents and other products or property provided by Triangle RV with the vehicle.

RENTER ACCEPTS RENTAL “AS IS” WITH ALL FAULTS AND WITHOUT RESERVATION. TRIANGLE RV DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION OR QUALITY, PERFORMANCE, UTILITY, SUITABILITY, OR FITNESS FOR ANY

PARTICULAR PURPOSE.

Renter agrees that Triangle RV shall always have a superior right of possession of the Rental over Renter. In the event that Triangle RV, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Owner shall have the absolute right to recover the Rental from Renter regardless of the amount of time remaining in the Rental Period. In the event Triangle RV recovers a Rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs.

3. Rental Period. The "Rental Period" begins when Triangle RV provides the Renter with the keys, and turns over possession, custody and control of the Rental to the Renter. The Rental Period ends upon the completed return of the Rental to Triangle RV. For rentals involving the delivery of the Rental by Triangle RV, Renter's responsibility for the Rental and liability for damages relating to delivered rentals begins when Renter takes possession of the keys and ends when the Rental is returned to Triangle RV or their designated delivery driver. agreement to this Agreement and Triangle RVs Terms and Conditions.

4. Who May Drive and Proper Operation of the Rental . Only the Renter who completes the booking (the "Primary Driver") and qualifies as a "Permitted Driver," and other persons designated and identified as drivers at the time of booking and verified by Triangle RV ("Permitted Drivers") may drive and operate the Rental. Permitted Drivers may only drive and operate the Rental with the express prior permission from Renter, and Renter shall be fully responsible for any and all damages, incidents, tolls, tickets, and other acts and omissions involving the Permitted Drivers while operating or driving the Rental, or caused by or involving the Permitted Drivers. The Renter represents to Triangle RV that Renter and other Permitted Drivers are capable and validly licensed drivers, and will remain capable and validly licensed drivers during the term of the rental.

Renter further acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 and a holder of a valid driver's license (in his or her actual possession). Drivers over the age of 25 must be approved. Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than a passenger car rental. For example, the Rental may require more clearance



above, in front of, behind, and beside them to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Renter agrees to only operate the Rental on public roadways with sufficient width and height clearance to allow the Rental to be operated safely and without damage. Under no circumstances may the Rental be operated and used for off-road purposes. In the event that the Rental is operated on a private road, Roadside Assistance may be unavailable or voided. Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Triangle RV has no control over the number of passengers a Renter may allow into the Rental or the conduct of those occupants while the Rental is being

operated. Therefore, Renter acknowledges they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers. Renter also acknowledges they will confirm that both driver and passengers are properly using seat belts while the Rental is in motion.

Prohibited Use of the Rental .The Renter and Permitted Drivers shall not drive in a careless, negligent, reckless or unlawful manner. Certain uses of the Rental and other actions the Renter or Permitted Drivers may take, or fail to take, will violate this Rental Agreement and Triangle RV Terms of Service and Policies. A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWS OWNER OR TRIANGLE RV TO TERMINATE RENTER'S BOOKING AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT RENTER HAS ACCEPTED, INCLUDING BUT NOT LIMITED TO INSURANCE COVERAGE AND ROADSIDE ASSISTANCE. IT ALSO MAKES RENTER FULLY LIABLE TO OWNER FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT TRIANGLE RV MAY INCUR. It is a violation of this Paragraph if any of the following occurs:

- A. Renter uses or permits the Rental to be used: (1) by anyone other than a Permitted Driver; (2) to carry passengers or property for hire or more passengers than the Rental has seat belts to carry; (3) to tow or push anything, unless specified by Triangle RV; (4) in the case of a towable, to allow occupants to be inside the towable when in motion; (5) to be operated in a test, race or contest or off road; (6) while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance, or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (7) for unlawful purposes or for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; (8) recklessly or while overloaded; (9) if the Rental is driven into a jurisdiction or to a location or event not permitted by Triangle RV (e.g., into Mexico, Alaska, or attending an unauthorized festival such as Burning Man); (10) Renter materially misrepresents the intended use or destination of the Rental;
- B. **B.** Pets or other animals (aside from service animals) are not allowed into the Rental without prior permission from Triangle RV. The individual must maintain control of the animal through voice, signal, or other effective controls. Pet fees for

service animals may not be charged; however, Triangle RV may collect fees for any damage sustained to the Rental by the service animal.

C. The Rental's awning is unrolled or used without prior permission from Triangle RV. **D.** Anyone is on the roof of the Rental, regardless of whether the Rental is equipped with a ladder.

E. Renter or an additional driver, whether authorized or not: (1) fail to promptly report to Triangle RV any damage to or loss of the Rental when it occurs or when Renter learns of it and provide Triangle RV with a written accident/incident (2) where required by law,

failed to report an accident to law enforcement; (3) obtained the Rental through fraud or misrepresentation; (4) leave the Rental and fail to remove the keys (or key fobs) or close and lock all doors and all windows and the Rental is stolen or vandalized; or (5) intentionally or with willful disregard cause or allow damage to the Rental. **F.** Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with Triangle RV and the Rental is damaged, stolen or vandalized, or Renter otherwise fails to take reasonable steps to secure the Rental, its keys, key fobs, or other remote entry and starting devices.

G. Driving or operating the Rental while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

Tolls, Fines, Expenses, Costs and Administrative Fees. Renter agrees to report to Triangle RV and pay for all tolls and tickets (including for parking and moving or stationary traffic violations) incurred during the Rental Period. Renter agrees to pay or reimburse Triangle RV for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of the rental. Renter will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, Terms of Service or other Policies, such as for repossessing or recovering the Rental for any reason. Renter agrees that Triangle RV may, in their sole discretion, pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter will pay Triangle RV what was paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses incurred. Renter agrees and acknowledges that Triangle RV may cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required. Renter authorizes Triangle RV to release the rental and credit/debit card information regarding the rental to any agent Triangle RV may authorize to act on its behalf for the purpose of processing and billing Renter for any tickets, citations, fines and penalties incurred by Renter or assessed against Triangle RV, the Owner or the Rental during the rental plus a reasonable administrative fee. Renter authorizes Triangle RV agent to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes Triangle RV s agent to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against Triangle RV or to Rental while its was rented to Renter.

In the event Triangle RV uses a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, Renter agrees to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

Renter acknowledges that Renter has no right to contest any such infraction or enter any plea other than guilty or no contest unless Triangle RV consent to such action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

Renter agrees to indemnify and hold Triangle RV and any other agent Triangle RV authorizes harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

Departure Policy . Triangle RV shall ensure that the Rental Renter is picking up is clean on the interior and exterior and is in a safe and roadworthy condition. If it is not, or if any of its components are not working as expected at any point in Renter's trip, the Renter must notify Triangle RV immediately by contacting Customer Support at 250-656-1122. Renter should submit photos or videos of any visible defects. Failure to do so may result in a denial of a reimbursement or dispute request following completion of the booking.

Triangle RV and Renter acknowledge it is their joint responsibility to ensure towables are properly hitched at the time of departure, with appropriately sized ball mounts and sway bars as necessary. Renter further acknowledges that their vehicle has sufficient towing capacity. Failure to do so may result in the denial of any damage claims.

Hauling and Delivery . Renter's liability for damages relating to delivered Rentals begins when Renter takes possession of the keys and ends when the Rental is returned to Triangle RV or their designated delivery driver.

Return Policy. Renter agrees to return or leave the rental unit no later than the checkout time indicated on the Booking Confirmation or such other time as mutually agreed to by Triangle RV. If Renter cannot drop Rental off on the scheduled date of return, Renter must extend with Triangle RV permission. Renter agrees that Renter no longer has permission to stay in the Rental in the event that the unit is not vacated or returned by the return date, and Triangle RV is entitled to make Renter vacate the Rental and return all property and keys in a manner consistent with local, state, and federal law. In addition, Renter agrees that their credit card on file will be charged a one-time \$30.00 administrative fee plus the hourly rental rate based on a prorated daily rental rate for the rental unit for each hour the Rental is late. Renter agrees that their credit card on file will be charged a \$100.00 administrative fee plus the full daily rate for every eight (8) hours the Rental is late in the event that Triangle RV must cancel another confirmed and paid for booking due to the late return. The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order).

In the event of any loss or damage to the Rental, or any personal property or bodily injury claim that occurs during the Rental Period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature or God, Renter is responsible for the full amount of the claim including any insurance deductible.

When accepting the Rental, Renter and Triangle RV or authorized representative of Triangle RV, will complete and sign the Departure Form for the Rental, noting in writing and/or time stamped photos, digitally or electronically, any and all defects or damage to the Rental prior to Renter's acceptance of same.

Upon return of the Rental, Renter and Triangle RV, or authorized representative of Triangle RV, must document the condition of the Rental via photos up to 24 hours before the trip starts and no later than 72 hours after the trip ends. This is a

requirement for insurance coverage. Both Parties may also use the Departure and Return forms to supplement the photos, but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Triangle RV are not responsible for personal property left in the Rental. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter. Renter shall reimburse Triangle RV for the cost of the repair if Triangle RV deems Renter is responsible for the damage. To the extent that the security deposit paid to Triangle RV is insufficient to cover the damages incurred by Renter, Renter will pay Triangle RV the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy. Renter must report all accidents or incidents of theft or vandalism to the police as soon as discovered and to the Triangle RV, and provide a copy of the police report to Triangle RV Renter must report all accidents involving the Rental to Triangle RV within 24 hours of the occurrence and provide a copy of the accident report to Triangle RV. In the event of vandalism or if damage occurred as a result of vandalism or a hit and run, no insurance claim can be processed without a police report. Some Rentals are equipped with awnings. Awning usage may be restricted by Triangle RV. If Triangle RV does not provide express consent to use the awning during the Rental Period, and the awning is damaged during the Rental Period or causes damage to a third party, Renter will be wholly responsible for the full cost of repair and such damages. In the event that Triangle RV authorizes the use of the awning during the rental period, the fabric of the awning must be kept in the possession of the Renter and returned to Triangle RV in order for damages to be covered by the purchased protection package. If the Rental is returned to Triangle RV outside of regular business hours, Renter shall remain responsible for any damage or theft of the Rental occurring prior to Triangle RV acceptance of the return of the Rental during regular business hours, up to a limit of 48 hours. If Renter provides photos of the RV at the time of dropoff that clearly indicate no damage sustained, Triangle RV will make a determination as to the validity of any subsequent claims.

11. Indemnification and Waiver by Renter. Renter shall forever defend, indemnify, and hold Triangle RV and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Owner. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Triangle RV or otherwise. It is

agreed and understood that Triangle RV has the right to control the defence of any such claim.

RENTER WAIVES AND RELEASES TRIANGLE RV FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS

ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS TRIANGLE RV HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

Property in the Rental. Triangle RV are not responsible for loss of, theft, or damage to any property in or on the Rental, in any service vehicle, such as a transit van or bus, Triangle RV premises, or received or handled by them, regardless of who is at fault. Renter will be responsible to Triangle RV for claims by others for loss or damage caused by renter's property.

Rental Fees and Charges . By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Triangle RV to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or Triangle RV Terms of Service and Policies. All rental fees and other charges must be paid prior to the Rental pickup, including security deposits. Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees.

Security Deposit & Authorization . A security deposit from Renter is required one day prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Triangle RV Terms of Service. The amount of the security deposit is stated in the booking confirmation. Triangle RV may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means.

Minimum requirements for return of the security deposit include:

- At the time of return, Rental is cleaned to the same condition or better than when picked up;
- Fuel levels are equal to or above the level provided at the time of departure handoff;
- Holding tanks are properly emptied to or below the level at time of departure handoff;
- No damage sustained to the Rental (including interior damage); • All variable charges including, but not limited to: mileage or generator overages, tolls, parking or other tickets are paid in full. At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and the Terms of Service, and by accepting the Rental Renter understands and expressly consents to use of the charge card for such purposes.

Triangle RV has up to 72 hours from the return of the unit to inspect the unit for damages. The security deposit will be returned automatically within 7 days if there are no damages to the Rental or ancillary overages or fees due. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Triangle RV

AS DESCRIBED IN THIS AGREEMENT OR THE TRIANGLE RV TERMS OF SERVICE AND POLICIES, ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT, INCLUDING BUT NOT LIMITED TO:

- **Smoking:** No smoking is allowed in the Rental. Smoke odours in returned Rentals will result in additional fees set by Triangle RV
- **Interior Damage:** Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, and bathroom fixtures. Triangle RV will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit.

Repairs and Roadside Assistance . In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, Triangle RV offers Roadside Assistance service with qualified bookings. If emergency repairs are required, repairs under \$200 should be completed and paid for by Renter. Repairs over \$200 must have prior authorization from Triangle RV. Renter must save and submit all repair receipts for review when the Rental is returned. Reimbursement will depend on the type of repair and its cause.

Insurance & Costs . Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if Triangle RV deems Renter responsible. Renter must be approved for insurance for the Rental or must provide Triangle RV with an insurance binder indicating Renter has motor vehicle liability that satisfies each Province's legal minimum requirement, collision and comprehensive insurance covering the Renter, Triangle RV, and/or third parties for the Rental being driven or towed. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's possession of the Rental.

Disputes . The parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental shall be construed in accordance with the laws of the Province of Owner's principal place of business or primary residence. Renter agrees that in the event Triangle RV prevails in a suit to enforce this Agreement, Triangle RV shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action.

Renter releases Triangle RV from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client owners, Triangle RV and its authorized agents and employees from and against any and all loss, bodily injury, damages, and expenses, including legal expenses, of any kind arising from the Rental during Renter's possession extending to such time the Rental is completed and cleared by Triangle RV, including without limitations, latent and other defects whether or not discoverable by Renter or Triangle RV. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration

of the contract terms whether by formal request from Triangle RV or otherwise. It is agreed and understood that Triangle RV may control the defence of any such claim.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER

HOLD HARMLESS TRIANGLE RV FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENCE THEREFORE AS CHOSEN AND DIRECTED BY TRIANGLE RV AND TO PAY ANY EXPENSES IN THE DEFENCE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF TRIANGLE RV

RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF TRIANGLE RV RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO TRIANGLE RV ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO TRIANGLE RV, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST TRIANGLE RV FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.