

#### General:

The basis of the hire contract is exclusively the company terms and conditions. Any special arrangements or exceptions are to be recorded in writing. The customer declares with their signature that the vehicle ATV was received in good working order and without faults. They furthermore declare that the vehicle had a full tank and that this was checked by the customer. The customer states that the introduction and explanation of vehicle instructions was to their satisfaction, everything was understood. This especially concerns the explanation on safety. The customer confirms with their signature that they use the vehicle exclusively and completely at their own risk from the moment of receiving the vehicle to the moment of returning it.

#### Obligations of the Rental Company:

The rental company hands over the vehicle/rental property in faultless and safe condition, ready for use. Previous damage will only be recognized when this is written in the rental contract. The vehicle is handed over with a full tank of fuel, this is included in the rental price. A road-safety approved helmet is also included in the rental price. The rental company assumes the final cleaning after what can be considered normal use. In the case of unusually dirty vehicles, the rental company's fee is 30 dollars per vehicle. The rental company gives the customer a copy of the vehicle registration document, the rental contract with terms and conditions, and a route map of the local area with the routes to be used marked out.

#### Obligations of the customer:

For the use of the ATV the customer is required to be in possession of a valid Canadian driver's license for a car /ATV or a corresponding license from their own country ( Class 3 for Germany ). This is to be presented to the rental company before the handover of the vehicle. A copy will be made and kept by the rental company. The customer must be of sound health. The customer must be at least 25 years of age. The customer is to handle the vehicle with due care, especially when observing the technical and and safety rules, this includes operating instructions and traffic law. Also when using private roads; the rules of the property owner must be adhered to. Environmental protection has highest priority. Damage and polluting are to be avoided at all costs. The customer is solely liable for all traffic violations caused. This also includes crop damage and any other costs incurred in the time of vehicle hire. In the case of vehicle damage, loss or any possible breach of hire contract – the customer is liable. The vehicle is not to use the freeway / Highways and paved roads. The vehicle may not be used for Motocross or on race circuits or for any form of competition. Before driving away, the vehicle is to be brought up to operating temperature and the full functionality of the vehicle is to be thoroughly checked by the customer. Driving constantly at full throttle is also forbidden. The vehicle is to be driven under alternating loads. Animals are not allowed and it is strictly forbidden to transport them on the hire vehicle. The transport of children under 7 years of age is also forbidden in Side by Side. The transport of children under the age of 10 on the 2 UP is forbidden. Children and youths under the age of 16 are not allowed to be alone in or on the vehicle without supervision of a legal guardian or adult over the age of 25 years.

The ignition key is to be in the keeping of the adult at all times and removed from the ignition. The maximum weight capacity is not to be exceeded. Is is not permitted to tow other vehicles with the rented vehicle. When the vehicle is left, the ignition key is to be removed. The vehicle is to be

returned to the rental company before dark. Any other agreements must be in the written form with permission. The vehicle is only to be driven by the named customer or those written in the rental contract who are in possession of a full, valid, drivers license. In the case of an accident, or technical malfunctions or irregularities, the rental company is to be informed immediately. In the case of flat tires, the customer is held liable for the costs and replacement. The vehicle is to be operated under the influence of alcohol, medication or drugs. These can lead to loss of insurance cover.

#### **Security Deposit:**

As security deposit, is 2000 dollars in cash to be handed over before the handover of the vehicle. The customer will be refunded the complete sum on punctual return of the vehicle in undamaged and in good working order according to the guidelines set out in the rental contract. Should the vehicle not be returned in the agreed condition, (also fully and correctly equipped with the gloves and helmet that were supplied at the outset) the rental company has the right to use the deposit to return the vehicle and/or equipment to its original condition. A previous request from the side of the customer is not required. The customer will receive an invoice showing the financial outlay. The remaining sum will be refunded to the customer after the repair. The customer is also liable for any costs incurred, such as transport or loss of value etc. This includes a daily rate of 250 dollars including tax for the loss of income generated by the vehicle while being repaired. Upon return of the vehicle, the rental company will check the vehicle for damage visually and by checking the functions, including a test drive.

#### **Length of hire and reservation:**

The customer is obliged to return the vehicle in the condition it was handed over, at the agreed time and place at ( 480 Smiths Road in Grand River , Cape Breton, NS ). Not punctual return of vehicle, keys, papers and equipment; helmet, gloves at the agreed time and place, will oblige the customer to compensate for the outlay caused. In the case of a late return, the rental company will calculate 100 dollars for each hour commenced over and above the agreed return time. If the vehicle is returned early, there is no claim to partial refund of rental price. By cancellation of a confirmed (by rental company) booking, up to 15 days before the agreed rental period, a processing fee of 100 dollars will be charged. By cancellation 8- 14 days before the first day of the rental period, 50% of the rental fee will be charged. By cancellation less than 8 days before the first day of the rental period, 80% of the rental price will be charged. Should the vehicle not be picked up on the first day of the rental period, 100% of the rental sum will be charged. The rental fee is to be paid in full as soon as the rental company has confirmed the booking.

Receipt of payment will be immediately confirmed by the rental company. The reservation is legally binding upon receipt of payment. The rental contract is confirmed by in written, telephoned, spoken, or email and is then legally binding. At the very latest, the rental fee is to be paid in full, in cash, at the time of vehicle and keys handover. This is also the case for the security deposit. The rental company reserves the right to cancel a rental contract when there is, for example, a technical fault, bad weather conditions, health reasons (rental company) or any reasons that make this necessary. In this case, the paid sum will be 100 % refunded.

#### **Special obligations in the case of theft, accident, fire, or technical faults:**

In the case of accidents, theft, fire, or technical defects or any form of fault, the rental company is to be informed immediately. Should any technical problems arise, the vehicle is to be safely parked at the side of the road and the key to be removed. The rental company is to be informed immediately about the whereabouts of the vehicle and a description of the fault. A description of

the incident should be handed in within 2 days. In every case, also without involvement of a third party, the police is to be informed immediately by the customer. The customer must insist that the episode is recorded by the police. In the case of accidents, the customer is obliged to record license number, names of all involved, including name of police officer and their department and witnesses and to give these as soon as possible to the rental company. No statements on the question of liability or guilt should be made to third parties.

**Mandatory wearing of helmets and seat belts and safety instructions:**

The customer agrees, for his own safety, to only drive the vehicle with an authorized helmet. With Side by Side ATVs, an additional safety belt must also be worn. This is also for the passenger.

The vehicle is only to be driven on the approved roads, tracks and places for this purpose. The driver is to initially familiarize themselves with the vehicle; driving cautiously at a suitable speed. This also means familiarizing themselves with the controls and instruments. There is also the weight and dimensions of the vehicle as well as the reactions and steering. The speed must correspond to the conditions; surface, weather and the own experience. High speed is to be avoided at all costs. Speeds above 50 kph / 31 mph are forbidden – even on good roads. When driving in a convoy, a suitable distance to the next vehicle is to be maintained. Stone chipping and braking distances to be considered. When turning (off) a hand signal, visible for other road users is to be used. When driving up a steep incline, take care to drive straight to avoid risk of overturning. When traversing streams and fords, keep the vehicle ground clearance and fording depth in mind. It is always good to check the way ahead on foot first if you are not familiar with the terrain; there is always an alternative route. Try to avoid getting stuck in mud or water, which brings us to weatherproof clothing! We recommend robust, weatherproof clothing with warm gloves and suitable shoes.

These rules apply to all registered drivers of the ATVs. Should one clause not be applicable, this does not affect the remaining regulations. The parties are obliged to search for a suitable alternative which fulfills the financial aim of the original term.

The place of residence of the contractor/rental company is agreed of jurisdiction and fulfillment.

**Subject to change without notice**