

## **Driving Force Car Rental – Whitehorse**

### **Minimum age and underage fee:**

Minimum age is twenty-one (21) years of age.

A fee of \$20.00 to \$35.00 per day per driver is required for drivers between the ages of 21 and 25, payable locally. All drivers must possess a valid driver's license, major credit card issued in their name, and a prepaid voucher.

### **Identification required for rental:**

A full and valid driver's license from country of origin is required. Passport and credit card in renters' name. If the driver's license is in a language other than English, an International Driver's Permit is required in conjunction with the country of residence driver's license.

### **Additional driver requirements:**

All additional drivers must show valid driver's license and a valid credit card issued in their name at the time of rental.

One additional driver is included, free of charge. Any extra additional drivers will be subject to a fee of \$7.95 per day, per additional driver, and is to be paid by the renter at the time of rental.

### **Early returns:**

If a customer with a prepaid rental voucher returns the vehicle prior to the end of the reserved period, no credit will be given by DF for the unused portion.

### **Payment from driver:**

Visa, MasterCard and American Express are accepted. Prepaid credit cards and debit cards are not accepted. A \$500.00 preauthorization will be taken on the driver's credit card at the time of pick up. The driver shall pay Driving Force for all additional charges incurred in connection with the rental including:

- a. Extra time charges, additional drivers charges and fuel charges as specified on the agreement;
- b. A drop off or delivery charge (if applicable);
- c. All costs of any kind incurred by Driving Force in recovering or repossessing of the vehicle;
- d. All expenses of any kind incurred by Driving Force in collecting the charges due under this agreement, including costs on a solicitor and his own client basis;
- e. All tickets, fines and court costs or other costs associated with traffic and parking violations issued during the rental period.  
The renter agrees that if he fails to notify Driving Force in writing of any unpaid tickets or fines and Driving Force pays these charges, Driving Force may, in addition to the sum outstanding, impose on the renter a pre-estimate of damages a service charge;
- f. All invoices are due for payment immediately upon receipt;
- g. The renter authorizes Driving Force to process an unsigned credit voucher in the renter's name for payment of all charges incurred in connection with this agreement;
- h. All charges are subject to final audit by Driving Force.
- i. The renter is responsible for all towing charges, however incurred.

### **Grace period:**

Driving Force offers a 1 hour grace period on all rentals. If a customer delays a rental beyond the 1 hour DF will charge \$25 per hour. If the rental is delayed more than 3 hours the customer will be charged for a full additional day's rental, and from thereon be charged accordingly to the daily & weekly rate as agreed with the client.

### **Mileage:**

All rentals include unlimited mileage.

**Fuel policy:**

DF does not offer pre paid fuel. All vehicles are given to the renter full of fuel and should the renter not return the vehicle full of fuel, DF will charge the renter a refueling charge that depends on the gas market price at the time plus a surcharge.

**Non smoking vehicles:**

All vehicles are non-smoking. If the renter or any other passenger smokes inside the vehicle they will be subject to a surcharge for smoking in the vehicle (minimum \$250)

**Additional items:**

Driving Force does not offer the option of equipping vehicles with roof or ski racks. Driving Force does not offer rental of child seats at this time.

Maps of the local area and highway maps for the Yukon Territory are available free of charge. Driving Force does not offer rental of GPS navigation systems at this time.

**Seatbelts:**

Provincial laws require the use of seatbelts.

**Driving areas:**

Vehicles can be driven in any province of Canada and may also be driven into the United States but must be returned to the location from which they were rented or additional one way charges will apply. Vehicles may not be driven into Mexico. Crossing the border to another country and/or province/territory must be stated on the rental agreement.

Driving on roads that are not government maintained voids the contract and the Loss Damage Waiver (LDW) coverage. The customer will be fully responsible for any damage done to the vehicle, up to the full value of the vehicle. The Dempster Highway requires an AWD or 4x4 and written permission to travel or insurance is null and void.

**Prohibited use:**

The vehicle shall not be driven, operated or used:

- a. by anyone not specifically named in the rental agreement, or in violation of any terms of the agreement;
- b. by anyone whose driving ability is impaired by alcohol or a drug (refusal to perform any such test of impairment lawfully requested is evidence of such impairment);
- c. in a speed test, contest or race;
- d. in violation of any law;
- e. for transporting persons for hire in any manner which may be interpreted as operation of a public conveyance;
- f. on any roads other than private driveways or other road surfaces that are not government maintained;
- g. by a person who should suspect further use of the vehicle would cause it damage;
- h. to carry more people in the vehicle than the number of seatbelts provided;
- i. in any abusive, reckless or wanton manner (striking overhead objects such as bridges, roofs, trees or signs is evidence of abusive handling);
- j. if the vehicle is loaded beyond its rated capacity.

**Unattended vehicle:**

The renter must lock the vehicle and remove the key from the vehicle at all times when the vehicle is not being operated. If the vehicle is missing or stolen and the renter does not have all the keys issued to him during the rental and does not return these keys to Driving Force, the renter agrees that he shall be fully responsible for all loss or damage to the vehicle.

**Renter's responsibility for running maintenance and minor repairs:**

The renter shall, during the rental term, be responsible for vehicle maintenance and for minor repairs which are not the result of normal wear and tear.

Renter shall maintain the vehicle during the rental term and shall not use the vehicle where the driver should suspect that further use would cause damage to it

**Damage to vehicle:****a. Condition of vehicle**

The renter acknowledges that he has received the vehicle undamaged and in good operating conditions, other than for any defects noted on the form entitled 'Vehicle Condition Report' and that he will be responsible for the cost to restore the vehicle to the same condition upon returning it to Driving Force. In addition, the renter is responsible for the replacement value of all tires, tools and accessories removed from the vehicle.

**b. Renter's responsibility**

Regardless of whether the renter is negligent or not, the renter shall be responsible to Driving Force and shall pay Driving Force cost plus 15% for all loss or damage to the vehicle, however incurred. Such loss and damage shall include, but is not limited to, the glass, undercarriage, tires, accessories or the interior of the vehicle and shall further include any loss of use sustained by DF. While damages are being repaired, the renter agrees to pay for the down time of the vehicle. The vehicle condition is agreed to as shown on the accompanying 'Vehicle Condition Report'.

**c. Loss Damage Waiver (LDW)**

Loss damage waiver is always included in our packages purchased through Driving Force and the customer is responsible for the first \$0.00 ('Deductible') of damage done to the vehicle.

The LDW also includes coverage for the windshield and the tires, and as such the customer does not have to purchase a separate insurance for the windshield or tires.

The LDW does not cover damages to the overhead of the vehicle and also not the undercarriage of the vehicle, no matter how incurred. Such damages are the responsibility of the renter and all LDW purchased is void.

However, notwithstanding this provision, or any other term or condition in this agreement, the renter shall be responsible for all loss and damage as referred to in paragraph "b. Renter's responsibility" if the vehicle was used in contradiction of any of the terms or condition of this agreement

**Reporting of Accident, Theft or Vandalism:**

Renter shall report any accident, vandalism or theft involving the vehicle to the police and shall complete a written report at the rental office from which the vehicle was rented, as soon as possible, and in any event within 24 hours. The renter shall also deliver to Driving Force every writ, summons, complaint or paper of any kind received by the renter or any person under his care or control in any way relating to any accident involving the vehicle. The renter agrees that he and any person under his care or control shall fully cooperate with DF in the investigating and defense of any claim or lawsuit.

**Additional Liability Protection:**

As a part of the tour package Driving Force offers the renter and other authorized drivers third party liability for claims that may be made

by others against the renter and authorized drivers for bodily injury/death and of property damage arising out of the use or operation of the rental vehicle. Since this coverage is considered statutory, the limits and properties of coverage could change depending upon legal requirements placed on Driving Force within Canada.

**Personal Accident Insurance (PAI) and Personal Effect Coverage (PEC):**

Driving Force does not offer PAI or PEC at this time, and as such, Driving Force, its employees or its agents are not held responsible for loss of or damage to any property left in, upon or carried in the vehicle.

**Taxes and fees:**

Legislation, regulations or the cost of fuel may affect Driving Force's pricing or procedures. On all inclusive products, DrivingForce reserves the right, without notice to (i) charge customers, at the time of rental or thereafter, for the amount of any such additional or increased surcharges, fees, taxes or increased fuel costs incurred subsequent to entering into this agreement, or (ii) increase Client's tax, surcharge or fuel inclusive rates by an amount equivalent to the additional or increased tax surcharge, or fuel cost subsequent to entering into this agreement.