



Rental Agreement

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY.

1. The Rental Agreement. The Rental Terms and Conditions: This rental document you received during the reservation process is giving you access to the rv you are renting (the "Rental Contract") any additional agreement signed by you, any documents or agreements (or links to on-line documents or agreements) sent to you electronically in connection with your rental), the electronic Esign Document or Record (the "Rental Receipt") with computed rental charges together constitute the "Rental Agreement" between yourself and South Division RV.

2. Your Rental. You rent from South Division RV. The rv described on the Rental Contract, which rental is solely a transfer of possession and not of ownership. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You" and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to South Division RV. You also agree that you are not our agent for any purpose; and you cannot assign delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

3. Changes. Any change in the Rental Agreement is our rights and must be in writing and signed by an authorized person at South Division RV. You further agree that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on South Division RV website. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on South Division RV website, which date will be indicated therein, without any requirement by you to sign the changed Terms and Conditions. Changes to these Terms and Conditions will be posted as they occur on South Division RV website at www.southdivisionrv.com and will govern all rentals commencing after posting even if the terms provided at time of reserving the rental rv are different.

4. Meaning of RV. The word "rv" in the Rental Agreement means recreational vehicle and includes travel trailers, tent trailer, motorhomes that was rented to you or its replacement and includes tires, tools, keys, equipment, included and optional accessories, plates, documents, and any other products or property provided by South Division RV with the travel trailer or tent

trailer or motorhome and separately rented to you by South Division RV unless otherwise explicitly specified in the Rental Agreement.

5. Who May Tow The RV. You represent to South Division RV that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to each rental; and that we may in our sole discretion refuse to rent to you if your license is not in good standing. A Secondary Driver must also be at least 26 years old or over and must also be a capable and validly licensed driver at all times during which such person is in operation of the tow rv. Any person other than you or a Secondary Driver that tow the rv must be added to the reservation 'verified person' to validate the insurance 48 hours prior to departure. You acknowledge that you will remain financially responsible under the Rental Agreement at all times even if the rv is operated by a Secondary Driver or someone other than yourself.

6. Return of the RV. You agree to return the rv to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Rental Contract. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee of \$100. You may not return the rv outside of the return location's operating hours unless specifically allowed by that location. If you do, your responsibility for damage to or loss of the rv will continue and all charges stated on the Rental Contract as a periodic rate will continue to accrue until the return location reopens and we process the return of the rv. Operating hours are 10:00 am – 14:00 pm. If we do not find the rv when that location opens, your responsibility for all charges and for damage to or loss of the rv will continue until the rv is actually returned or recovered. If you wish to extend any rental you must contact us at 1-705-209-3217 or use a method we approve to request the extension before your return date.

7. Where You'll Return the RV. The rv must be returned to the agreed return location and time as pre-determined prior to the first day of your rental as specified on the Rental Contract. If you return the rental late other than the time specified in the Rental Contract, a fee may apply unless prior communication has been completed and authorized by a representative of South Division RV.

8. Rental Charges. You'll pay all charges that apply to the rental for miscellaneous services (not authorized by South Division RV) and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, toll roads (Hwy 400 series), other fees and surcharges.

a) An initial non-refundable deposit of 25% of the rental amount is due at time of booking to confirm the reservation. The balance is due 30 days prior to departure.

b) Your rental must be returned cleaned on the inside without exceptions or a reasonable fee of \$100 for cleaning the rv's interior upon return if any stains, dirt, sweeping, moping, odor (except campfire smell), or soiling attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion. An additional fee of \$100 will also be charged if the rental's toilet 'Black' holding tank is not emptied upon you returning it.

c) We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the rv. You will pay an additional charge of the full amount of your security deposit if you return the rv and it smells or is soiled from cigarettes, drugs or e-cigarette vapor.

d) If the key(s) or key ring(s) are not returned with the rv, you will be charged \$30 for lost keys.

e) If the rv is returned with some damaged items, the renter will be charged the appropriate costs of each item to replace plus labour and will be deducted from your security deposit.

f) The renter's credit card will be automatically charged if the renter used any tolls road. Note that the charges may be up to 4 weeks because of the toll roads invoicing system.

g) You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.

g) Fuel Costs on Delivery: Delivery charges: we keep our delivery charges to a minimum just to cover the cost of doing such a service. Any increase on delivery charges will be based on the market condition of fuel and as a renter you agreed to any increase of such a service. We believe this is a fair agreement between us and the renter.

h) South Division RV makes every effort to ensure that all prices, pictures of the rv and descriptions quoted on its website or elsewhere are correct and accurate. However, in the case of a manifest error or omission, South Division RV reserves the right to rescind the Rental Agreement, even if we have already accepted your reservation and/or received your payment. A "manifest error", as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by South Division RV which is more than 15% less than the price that would have been quoted had the mistake not been made.

9. Cancellation Policy.

A. If you the renter cancel your reservation less than 30 days of your departure date for any reasons, you will forfeit any monies paid to date. (No refunds or credits).

B. If you the renter cancel your reservation 31 days or more prior to your departure, you will forfeit your initial deposit. (No refunds or credit).

C. You the renter can change your dates of your reservation for any future dates if done so by more than 30 days of your original departure date.

D. If we at South Division RV cancel your reservation for any reasons, all monies paid to date will be refunded to the renter.

E. If you are unable to travel due to 'acts of nature', pandemic or any situation that is out of our control, you will receive a credit for future travel to be used within 12 months of your original travel dates.

F. Cancellations due to event cancellations, postponed or rescheduled, you will be issued a credit on all monies paid to be used within 12 months of your original departure date.

10. Taxes, Surcharges & Fees. You'll also pay all applicable taxes as well as any additional charges provided on the Rental Agreement which are over and above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs. We have the rights to use your security deposit for the above prior to returning it (if no accident/liability) and refund to you're the balance.

11. Card Reserve. You acknowledge that you have been informed that if you use a charge card (including any digital wallet or mobile payment application linked to your charge card account), your credit, up to an amount of the estimated total charges due under the Rental Agreement, as indicated on the Rental Contract, based on your representations about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under the Rental Agreement, based on your representations about this rental, as indicated on the Rental Contract, or the security/damage deposit amount indicated in the Rental Contract. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental (return of the rv and our determination of whether any additional fees or charges apply), and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

12. Repossessing the RV. We can repossess the rv at any time in our sole discretion for reasons that include, but are not limited to the following: the rv is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree

that such costs of repossession will be charged to the credit or debit card or account you used to rent the rv above and beyond the security/damage deposit left during the rental process.

13. Insurance Coverage Options. During the reservation process you will be offered 'Insurance Coverage' with four options to choose with different coverage amounts and also includes Roadside Assistance (except Basic Coverage Plan). Damages caused to a third party vehicle goes through the tow vehicle insurance policy. This is common insurance practice in the province of Ontario. Out of province/or country, renters must verify that they have liability coverage on their tow vehicle.

14. Prohibited Use of the RV. It is a violation of this Paragraph if any of the following occurs:

A. You use or permit the rv to be used: 1) by anyone other than an authorized driver, as defined in paragraph 5; 2) to carry passengers or property for hire or more passengers than the rv has seat belts to carry; 3) to tow or push anything; 4) to be operated in a race or contest; 5) while the driver is under the influence of alcohol, any controlled substance, including without limitation, any federally controlled substance listed under the Controlled Drugs & Substance Act, Title S.C. 1996, c.19 of the Canada Code, or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; 6) 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; 7) recklessly or while overloaded; or 8) if the rv is driven into Mexico without our expressed permission.

B. You or an additional driver, whether authorized or not: 1) fail to promptly report to South Division RV any damage to or loss of the rv when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; 2) Where required by law, failed to report an accident to law enforcement; 3) obtained the rv through fraud or misrepresentation; 4) leave the rv and fail to remove the keys or close and lock all doors, close all windows and storage areas and the rv is stolen or vandalized; or 5) intentionally or with willful disregard cause or allow damage to the rv.

C. You or an additional driver, whether authorized or not return the rv after hours and the rv is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the rv, its keys, or other remote entry and starting devices.

D. Towing or operating this rv 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.

E. Some of our Travel Trailers are equipped with a 2" opening for bike rack, limit of 2 bikes only due to bumper weight capacity. We also rent bike racks (while they last).

E. NO BIKES ALLOWED INSIDE THE TRAILER AT ANYTIME. This will cause damage to possible floors, cabinets, scratch and dents at different locations of the unit etc.

15. Fines, Expenses, Costs and Administrative Fees. You'll pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, all toll roads and other violations, including storage liens and charges incurred as a result of your rental. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the rv for any reason. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your 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.

16. Roadside Assistance. Roadside assistance is available to all renters at a cost. If you do not purchase the Roadside Assistance Plan in advance, you may incur added costs for providing the above referenced services. There are no refunds if you do not use the Roadside Assistance Plan. Once purchased, you cannot cancel or rescind the Roadside Assistance Plan during the rental. South Division RV has nothing to do with this third party.

17. Indemnification and Waiver.

YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.

Valid G Driver's License or equivalent. As the renter or signatory of this Agreement, you certify that you hold a valid driver's license for the appropriate class authorizing you to tow the rv as described in the contract and you undertake to ensure that any person called upon to drive the said rv also holds a valid driver's license for the appropriate class pursuant to local law.

Security/Damage Deposit. There may nevertheless be a nonwaivable amount for which you will be responsible in the event of loss or damage to the rv, which amount will be specified on the Rental Contract at the time of rental. Currently this security deposit amount is set to \$1000. A plan can be change to upgrade your existing plan no later than 24 hours before your pick up date. This deposit is pre-authorized on your credit card on file 24 hours prior to departure.

Trailer Amenities. All amenities in your travel trailer rental are not guaranteed to work. We will not issue a refund or a credit if there happens to be a defect for any amenities. Amenities is a bonus feature, however we cannot control if it becomes defective prior or during your rental. We make every effort to make sure they operate as expected. Some refrigerators/freezers only operate with the 12 volt battery therefore you need a source of power supply, we recommend a 30amp campsite. If you have a non-hydro site, your battery will die within hours or days which will result in nothing will work. For dry camping, you should rent a generator from your local hardware store or us if you want the amenities to work properly. We offer a free 40W solar

panel rental for every unit. Solar panels will help maintain the battery level however your battery will eventually lose all of its power.

Hydro sites with 30 amp capacity, the air conditioning, appliances, lights, plugs, tv (in some units) will operate as they should. Non-Hydro sites, the lights, stove (with propane), hot water (with propane), fridges (with propane option available on only a few units), will function until the battery loses its charge.

Additional Information. South Division RV is located at 330 Ouida St, Waubaushene, Ontario Canada L0K2C0. Mike's Cell Telephone number: (705) 209-3217. Jamie's (705) 333-3038.
EMAIL: bobcat_59@hotmail.com