**PHONE NO:** 226-456-1176

E-MAIL: hailoenterprise.canada@gmail.com

ADDRESS 1: 2701 Derry Road East Mississauga ON L4T1A2 ADDRESS

	-					
SS 21	333 Wyecroft Road	Linit 11 Oakville L6K2H2				

GST NO:				P.O. NUMBER							
KILOMETER RATES DO NOT INCLUDE COST OF FUELS X.											
VEHICLE DEEMED TO BE STOLEN IF NOT RETURNED WHEN DUE OR ON DEMAND											
RENTER		CELL NUMBER			HOME PHONE						
PERMANENT ADDRESS				СІТҮ	PROV./S1	ATE POST	AL CODE				
E-MAIL	OFFICE PHONE		NEW OR		EMPLOYEES N & A						
DATE OF BIRTH	DRIVER'S LICENSI	E NO.		EXPIRY DATE	Y M D CLAS	s					
RENTER IS LIABLE FOR ALL DAMAGE AND COSTS TO VEHICLE CAUSED BY A DRIVER NOT NAMED IN THIS AGREEMENT, EVEN IF RENTER HAS PURCHASED LDW											
ADDITIONAL RENTER(S)		SIGNATURE		DF	RIVER'S LICENSE NO.						
EXPIRY DATE Y M D CLASS											
TO BE PAID BY											
PAYMENT CONSENT (IF	TO BE PAID BY INSURAN	CE COMPANY) I HEREBY A	UTHRIZE M	IY INSURANCE COM	IPANY TO REMIT MY CL	AIM PAYMENT TO INSUR					
NAME	SIGNATURI	CRE	EDIT CARD	NO.	EXPIRY	DATE Y M D					
NAME	INS. COMP	ANY		POLICY	PR	OV. STATE	EXPIRY DATE				
ADDITIONAL INFORMATION		CLAIM NO.	R	ENTED FROM	DESTINA	ΤΟΝ ΤΟ	BE RETURNED TO				
NOTE: LOSS DAMAGE WAVER (LOW) DOES NOT APPLY TO DAMAGE CAUSED BY OFF THE ROAD USE, DAMAGE TO THE INTERIOR AND DAMAGE TO TRUCKS CAUSED BY COLLISION											
WITH STATIONARY OR OVE											
HOWSEVER CAUSED AND REGAR				INANGIALI RESPN							
RENTER'S FINANCIAL RESPONSIE	BILITY X.	RENTER'S S	IGNATURE	X							
RENTER AGREES TO PAY ALL PAR	RKING TICKET TRAFFIC V	IOLATIONS AND TOLL ROA	AD CHARGE	S INCURRED AND	BE LIABLE FOR A SER	/ICE CHARGE OF \$55.00	FOR EACH TICKET				
AND/OR VIOLATION PLUS ALL PAI	RKING AND TRAFFICFINE	S AND TOL ROAD CHARGE	ES INCLUDI	NG HST.	x						
TO EXTEND A RENTAL: RENTER M	MUST NOTIFY COMPANY, I	N PERSON, BEFORE THE D	DUE BACK [	DATE							
RENTER(S) AUTHORIZE COMPAN	Y TO PROCESS A CREDIT	CARD VOUCHER, IF NECE	SSARY, IN I	RENTER`S NAME.		CREDIT CARD NO.					
IF THIS RENTAL IS TO BE ON A CR PROMISE TO PAY SUCH TOTAL WI I HAVE READ THE TERMS AND CO	TH ANY OTHER CHARGES	DUE THEREON SUBJECT	TO AND IN	ACCORDANCE WITH	H THE AGREEMENT GO	VERNING THE USE OF S	JCH CARD				
LICENSE STATUS, OR THAT OF AN					TER'S SIGNATURE:	X					
SIGNATURE OF AUTHORIZED COM	MPANY REPRESENTATIVE	· •				Λ					
VEHICLE INFO	ORIC	GINAL VEHICLE		VEHICLE INFO		REPLACE	MENT VEHICLE				
VEHICLE NO.			0	VEHICLE NO.							
LICENSE NO.				LICENSE NO.							
MAKE			4	MAKE							
ТҮРЕ											
TIME AND DATE IN				TIME AND DATE							
TIME AND DATE OUT											
KILOMETRE IN											
KILOMETRE DELIVERED				KILOMETRE OUT KILOMETRE DELIVERED							
							,				
KILOMETRE ALLOWED				KILOMETRE ALLOWED							
				KILOMETRE CH		BY					
	E K/M PER/D	FREE K/M PER/M		INCURRED DURING F	RENTAL						
TOTAL K/M's CHARGED	PER K/M			x	 	0.3/4 OF	% X #52 FUEL				
HOURS	PER HOUR LATE			FUEL IN OE DATE DEPOSI	Õ 1/4 Õ 1/2	<u>Ö3/4</u> ÖF	CHARGE CHARGES				
DAYS	PER DAY			MM DD RECEIV	'ED (\$)		OR CRADITS				
WEEKS	PER WEEK			ADD DEPOSIT (\$)		TOTAL CHARGE					
SPECIAL	PER		ADD DEPOSIT (\$)		TOTAL DEPOSIT(S)						
AIR CONDITIONING		PM		BALANCE DUE		RENTER	PAID				
	ESTIMATED DUE BACK DATE & TIME SUB TOTAL										
INTERCITY DROP CHARGE	R DAY		DITION	TO:	TO:	REC'D BY X					
	PER DAY	FOR VEHICLE CON ATTACHED SUPPLE	EMENT								
24 HOURS PLUS DISTANCE	FFC	SUB TOTAL									
LDW s FINANACIAL RESPONSIBILITY ACCEPTED	PER DAY			ACCIDENTS: ALL ACCIDENTS MUST BE REPORTED WITHIN 24 HOURS TO POLICE AND TO COMPANY OFFICE.							
T&LDW S FINANACIAL RESPONSIBILITY ACCEPTED				ALL CHARGES SUBJECTS TO FINAL AUDIT 2% PER MONTH (24% PER ANUM) CHARGED							
PAP/PEC ACCEPTED	PER DAY \$			ON OVERDUE ACCOUNTS.							
WAIVER SAVER ACCEPTED	PER DAY \$										

## **RENTAL AGREEMENT PAGE - Company is defined as Hailo Enterprise**

This document constitutes an agreement between you, the renter/driver(s), and Hailo Enterprise for the rental of a motor vehicle, including all tires, tools, accessories, and equipment. The renter/driver(s) acknowledges that the vehicle remains the property of Hailo Enterprise, regardless of whether the registered title is held by a third party or corporate entity. The company providing the rental vehicle is described in detail on the reverse side of this agreement in the upper section, and the renter/driver(s) is identified therein. By signing this agreement, you, the renter/driver(s), agree to enter into a contract for the use of the company's vehicle and to pay the rental charges listed on page 2 of this agreement upon demand. You also agree to adhere to the following terms and conditions.

### POWER OF ATTORNEY

The renter/driver(s) grants the owner a Limited Power of Attorney to file insurance claims for property damage with the renter/driver(s)' insurance provider if the rental vehicle is damaged during the rental term. Additionally, the owner is authorized to endorse the renter/driver(s)' name on any insurance payments related to charges or damages.

## PAYMENT:

Should the authorized driver fail to make the required payments to the company under this agreement, the authorized renter/driver(s) will be responsible for all collection and repossession expenses, including court costs and legal fees incurred by the company. If the authorized renter/driver(s) instructs the company to bill another party who fails to pay promptly, the renter/driver(s) must promptly pay the company upon demand. All charges are subject to final audit, with any resulting credits and additional charges settled using the original payment method. Overdue accounts will incur a 1.5% monthly (18% annual) interest charge. An administrative fee for account maintenance may be applied.

# FINES AND PENALTIES:

The renter/driver(s) agrees to promptly report any violations to the company and to indemnify the company against all claims resulting from such violations. The authorized renter/driver(s) shall pay all fines, penalties, forfeitures, and court costs associated with parking, toll charges, and/or traffic violations related to the vehicle while it is rented under this agreement.

RENTER/DRIVER(S) is liable for any damages sustained to the vehicle until it is inspected and accepted by the COMPANY.

An administration fee, not to exceed \$50.00, will be charged to the renter/driver(s) in the case of a valid credit card chargeback.

Authorized drivers are required to comply with all jurisdictional highway and traffic laws, as well as applicable seatbelt and child restraint laws.

Rentals returned early due to insurance company steering may incur a \$250.00 service charge.

## **Condition and Return of Vehicle**

The customer shall bear sole responsibility for all legal fees and associated costs incurred by them, regardless of the outcome, in any dispute, claim, or litigation arising from or connected to this agreement. The vehicle is delivered to you in good operating condition. You agree to return the vehicle in the same condition in which you received it (except for ordinary wear and tear) to the company's location at the place and on the date specified on page 2 of this agreement, or sooner upon demand by the company. If you return the vehicle to an unauthorized location not specified on page 2 of this agreement, you will be charged one of the following: additional daily rate(s) plus a one-way service charge as determined by the company, or additional daily rate(s) plus \$0.90 per kilometer from the unauthorized return location to the intended location identified on page 2 of this agreement.

# Liability for Loss or Damage

You will pay the company on demand for all loss or damage to the rented vehicle regardless of the amount incurred while renting under this agreement. Any total loss shall be calculated as the replacement cost of the rented vehicle as described on page 2 of this agreement, plus any expenses.

### **Additional Charges**

You will pay the company on demand all towing charges, storage charges, impound fees, claims administration charges, diminished value of the vehicle, and damages for loss of use while the vehicle is being repaired and out of service. Loss of use shall be deemed the number of days the rented car is out of service multiplied by the daily rental charge on page 2 of this agreement. The claims administration charges are based upon the damage repair valuation as follows: damage \$0.00 to \$2,500.00 = \$100.00, damage \$2,501.00 to \$5,000.00 = \$150.00, damage \$5,001.00 and over = \$200.00, total loss = \$250.00.

### Monitoring and Repossession

The company has the right to monitor, track, and locate the vehicle through remote tracking devices or otherwise. The company has the right to disable and repossess the vehicle through remote tracking devices or otherwise without demand at your expense at any time if it is illegally parked, used in breach of geographic driving restrictions, used in violation of any law, payment obligations under this agreement, or if the vehicle appears to be abandoned.

### Payment for Loss or Damage

You will be required to pay the total amount of the loss or damage to the car unless reduced by the following circumstances: if you enter into the additional agreement referred to on the other side of this agreement as Tire and Windshield Damage Waiver (T & WDW). The company will waive or reduce your payment for loss or damage to the tires and windshield to the extent of the conditions in paragraph (T & WDW) on page 2 of this agreement.

### **Permitted Drivers**

The vehicle is permitted to be used solely by an authorized driver. An authorized driver includes you, the renter/licensed driver(s), and/or an unlicensed driver approved by the company as an additional renter, as indicated on page 2 of this agreement.

### Waiver of Claims for Personal Property

The authorized renter/driver(s) waives and holds harmless the company (along with its agents and employees) from all claims for loss or damage to personal property of theirs or any other person, left or carried in or upon the vehicle, or in or upon any other vehicle or premises of the company by the authorized driver(s) or any other person. This includes property received, handled, or stored by the company at any time before, during, or after the rental, irrespective of the company's negligence or fault.

### Tire and Windshield Damage Waiver (T&WDW)

The Tire and Windshield Damage Waiver (T&WDW) does not cover costs related to damage to wheels, loss of use, towing and storage charges, or impound fees. If you enter into the additional agreement referred to on the other side of this agreement as Loss Damage Waiver (LDW), the company will waive or reduce your payment for loss or damage to the vehicle according to the conditions specified in paragraph (LDW) on page 2 of this agreement. The Loss Damage Waiver (LDW) does not cover loss of use, diminished value, towing, storage charges, or impound fees. Deductibles under the Loss Damage Waiver (LDW) will be applied on a per-occurrence basis.

### **Restrictions on Vehicle Use**

To transport persons or property for hire;

To tow or propel any vehicle, trailer, or other object;

In any race, speed test, driver test, or contest;

By any individual reasonably suspected to be under the influence of alcohol, drugs, narcotics, or other substances prohibited by law;

For the commission of any crime or illegal trade or transport;

In violation of any federal, state/provincial, or municipal law, ordinance, rule, or regulation regarding its use or return (excluding parking or minor violations), nor be removed from the state/province of rental without prior written consent from the company or its representative;

By anyone who has provided false information to the company regarding their identity, age, address, driver's license, credit card, or other details, or who lacks a valid driver's license;

In a reckless, dangerous, or imprudent manner;

On any surface other than a public highway or a graded road or driveway.

# **Compliance with Rental Agreement**

If the renter/driver(s) or authorized driver violates any terms of this rental agreement and refuses to file a police report or present a claim to their insurance company or other lawful authorities, the Loss Damage Waiver will not apply, and the renter/driver(s) will be responsible for all damage to the vehicle. The Loss Damage Waiver Agreement is not insurance but an agreement by the company to waive or reduce the terms of this agreement, wherein you agree to pay for all loss or damage to the vehicle.

#### Mandatory Liability Insurance

The company has secured all mandatory automobile insurance as required by law for the vehicle. By operating this vehicle, authorized drivers agree to adhere to all terms. conditions, limitations, and restrictions of this insurance policy, which are incorporated into this rental agreement. The company will not provide "uninsured motorists," "underinsured motorists," "supplemental," "no-fault," or any other optional insurance coverage unless required by law. To the extent allowed by law, the renter/driver(s) and the company reject the inclusion of any such optional coverage.

#### Warranty Disclaimer

The company disclaims any written, expressed, or implied warranty regarding any matter, including but not limited to the condition of the vehicle, tools, and equipment, or their fitness for any particular purpose. Non-Waiver of Rights

# Non-Waiver of Rights

No right of the company under this agreement may be waived except through a written document signed by an officer of the company.

#### Vehicle Repairs

The renter/driver(s) shall not authorize any repairs to the vehicle or allow any liens to be placed on it without the company's prior written approval. The renter/driver(s) will be responsible for any unauthorized repairs.

#### **Consent to Share Information**

The renter/driver(s) authorize the company or its agents to obtain and share credit and personal information with credit reporting agencies, credit bureaus, collection agencies, and driver license validation agencies upon the execution of this agreement, in compliance with the Personal Information Protection and Electronic Documents Act.

#### **Consent to Share Information**

The renter/driver(s) authorize the company or its agents to obtain and share credit and personal information with credit reporting agencies, credit bureaus, collection agencies, and driver license validation agencies upon the execution of this agreement, in compliance with the Personal Information Protection and Electronic Documents Act.

#### **Reporting Requirements:**

An AUTHORIZED RENTER/DRIVER(S) must immediately report any accident to HAILO ENTERPRISE at the location where the vehicle was rented. An AUTHORIZED RENTER/DRIVER(S) must deliver to the COMPANY at the location all documents received in any way relating to any accident involving the VEHICLE, or any fines or penalties incurred while the VEHICLE is rented under this agreement.

#### Cooperation

An AUTHORIZED RENTER/DRIVER(S) agrees to fully cooperate with the COMPANY in the investigation and defense of any claim or lawsuit.

#### Agency Disclaimer

, VEHIC. Under no circumstances shall an AUTHORIZED RENTER/DRIVER(S) of the VEHICLE be considered an agent, servant, or employee of the COMPANY for any purpose whatsoever.

# Important: Please read before signing.

The customer acknowledges that in addition to the provisions contained in pages 1 and 2 of the Rental Agreement and the notes above, the following provisions will Apply:

1- In the event that the ownership and insurance documents are removed from the vehicle, a fee of \$55.00 will be imposed on the customer. This fee is applicable only if the ownership and insurance documents were present in the vehicle at the commencement of the rental period.

2- If the rental vehicle sustains damage while in the renter's possession, the renter shall be liable for the cost of repairs and any associated downtime during which the vehicle is inoperable. Repairs must be conducted at one of Insurance Car Rental's preferred repair shops, unless otherwise authorized by the manager. In the event of an accident, the renter is responsible for all applicable deductibles.

3- The customer is liable for any damaged or flat tires, vehicle towing, and lost keys. In the event that lockout service is requested, an additional fee will be charged.

4- Customers possessing a 407 transponder must register the rental vehicle plates to avoid charges by Insurance Car Rental. If any charges for the rental vehicle are incurred, the customer will be billed for the amount plus an additional \$55.00 administration fee, which will be applied to their credit card.

5- Should the vehicle be returned in a state that necessitates cleaning beyond standard products, a \$220.00 detailing fee will be imposed. Furthermore, pets are prohibited in rental vehicles. If a pet is found, a \$200.00 detailing fee along with a \$55.00 administration fee will be charged.

6- Should the customer receive any tickets while using the rental vehicle, they will be liable for the ticket amount plus a \$50.00 administration fee. This policy covers parking tickets, red light camera tickets, and photo radar tickets. Customers intending to dispute any ticket(s) in court must pay the fine and administration fee in advance. If the dispute is successful, the paid amount will be refunded. Customers who resolve their tickets prior to returning the vehicle will not be subject to the administration fee.

7- The vehicle must be returned with the same fuel level as at the time of rental. In cases where the fuel level is insufficient, the customer will incur charges for the fuel difference, as assessed by the rental company, along with a \$55.00 administrative fee.

8- Smoking is strictly prohibited in rental vehicles. If smoking is detected, a charge of \$210.00 will be applied. Additionally, a fee of \$120.00 will be charged for each cigarette burn caused by the customer.

9- If the vehicle is impounded due to the customer exceeding the posted speed limit by 50 km/h, the customer will be responsible for all related charges. These charges include, but are not limited to, impound fees, towing costs, any damages to the vehicle, and fines levied against the vehicle.

10 - If the rental car is returned as a result of insurance company steering or within ten business days, a fee of \$250.00 will be assessed.

# Payment Consent

I authorize my insurance company to remit my claim payment to Insurance Car Rental.

**Renter Name** 

**Renter Signature** 

Date