

To the Guest,

These conditions (“Conditions”) outline the Guest’s responsibilities relating to the Vehicle—defined as the motorhome, truck, camper unit, van conversion or other recreational vehicle identified in the Booking Invoice—and limit and waive the Guest’s rights in some circumstances. It is important for the Guest’s own protection that he or she read and understand these Conditions.

The Guest agrees that by clicking the “I accept” icons herein, the Guest acknowledges s/he has read and understood and accepts all of the terms and conditions set forth herein or incorporated into the Agreement by reference and that the person clicking the icons is the person entering into the Agreement. The Guest further agrees that the electronic signature made by clicking the “I accept” icons is reliable for the purpose of creating a binding Agreement between the Guest and CanaDream Inc.

The Guest consents to CanaDream Inc. only providing the Guest with electronic copies of the accepted contractual documents that form part of this Rental Agreement. The Guest agrees to be bound by the applicable deposit, payment, and cancellation terms in respect of the Guest’s rental of the Vehicle, as set forth in the online booking portal or booking invoice. The said deposit, payment and cancellation terms are hereby expressly incorporated by reference into this Agreement.

These Conditions form a part of the Rental Agreement between CanaDream Inc. and the Guest (“Agreement” or “Rental Agreement”) relating to the Vehicle identified by unit number on the first page of this Rental Agreement. The “Guest” is the person or corporation who is identified as the Lead Guest in the booking, the Booking Invoice and/or within the online booking.

**1. Compliance with Laws.** While the Vehicle is in the Guest’s possession, or is rented to the Guest under this Agreement, the Guest shall comply with all the laws and regulations that govern (a) the driving, parking, storage, and transportation of the Vehicle, or (b) the movement of the Vehicle, or any person or thing that is being transported in the Vehicle across any national, provincial, state or jurisdictional border.

**2. Insurance.** CanaDream Inc. shall provide a third-party automobile liability insurance policy (including collision and comprehensive coverage) for the benefit of the Guest and others driving the Vehicle in Canada and the Continental U.S.A. with CanaDream Inc.’s prior consent.

**NOTE: THE GUEST AGREES TO ASSUME PERSONAL LIABILITY FOR INJURY TO PERSONS AND DAMAGE TO PROPERTY WHERE THE VEHICLE IS DRIVEN IN AN UNAUTHORIZED AREA WITHOUT CANADREAM INC.’S PRIOR WRITTEN APPROVAL, OR IN A PROHIBITED TRAVEL AREA (SEE CLAUSE 13) OR IS USED IN A MANNER NOT PERMITTED BY CLAUSE 10. THE GUEST MAY BE COMMITTING A CRIMINAL OFFENSE BY DRIVING WITHOUT INSURANCE.**

**3. Guest’s and Others’ Property.** The Guest acknowledges that the Vehicle does not constitute a secure place and is not equipped for the transport or storage of valuable items. CanaDream Inc. recommends that the Guest should have, and maintain in force for so long as the Vehicle is in the Guest’s possession, the Guest’s own insurance against loss of or damage to any property of the Guest (or of any person whose property is in or on the Vehicle with the Guest’s express or implied consent) that is in or on the Vehicle, and to rely on such insurance and not on any rights against CanaDream Inc. in order to obtain compensation for any loss of or damage to any such property. CanaDream Inc. shall not be liable for loss or damage to any property of the Guest (or of any other person whose property is in or on the Vehicle with the Guest’s express or implied consent) that is in or on the Vehicle either before or after its return to CanaDream Inc., whether or not such loss or damage arises from, or is contributed to by, the negligence of CanaDream Inc. or its agents, servants, or employees. The Guest shall assume all risks of such loss or damage and waives all claims therefore against CanaDream Inc. and shall defend, indemnify and hold CanaDream Inc. harmless from all claims arising out of such loss or damage.

**4. Safeguard Vehicle.** The Guest will take all reasonable measures to safeguard the Vehicle against theft and damage. The Guest shall read and observe all operating instructions and precautions that are posted in or on the Vehicle or supplied to the Guest by CanaDream Inc. Loss of or damage to any key fob that makes it inoperable will result in a \$300 charge back to the Guest upon drop-off.

**5. Maintenance.** The Guest is responsible while the Vehicle is in the Guest’s possession for ensuring that the Vehicle is prudently operated and maintained and without limiting the generality of the foregoing, for ensuring that oil, fluid and coolant levels in the Vehicle’s engine, braking, steering and other mechanical and hydraulic systems are maintained at recommended levels. The Guest is responsible for following prudent operating procedures appropriate to weather conditions (i.e., freezing water lines in sub-zero temperatures and overheating mechanical components in cases of extreme heat). The Guest shall be responsible for the cost of all related mechanical and Vehicle repairs resulting from the Guest’s failure to fulfill these responsibilities.

**6. Repairs.** The Guest may proceed with and CanaDream Inc. shall reimburse the Guest for the cost of (a) repairs and replacements to the Vehicle amounting to less than \$150.00, (b) repairs to the Vehicle authorized by CanaDream Inc., and (c) maintaining the Vehicle's oil, DEF (diesel engines only), fluid, and coolant levels. Reimbursement by CanaDream Inc. shall be made upon the Guest's presentation of original receipts and parts replaced. Except as permitted in this paragraph, the Guest shall not permit any repairs or additions to be made to the Vehicle and shall not, in any event, allow any lien to be placed upon it without CanaDream Inc.'s consent, which consent may be arbitrarily withheld. The Guest will also pay any and all unauthorized charges in connection with any repairs.

**7. Breakdowns.** In the event the Vehicle is inoperable because of mechanical breakdown for a period longer than 48 consecutive hours and the breakdown does not result from any breach of this Agreement on the part of the Guest, CanaDream Inc. shall allow the Guest a credit equal to the vehicle charge reasonably attributable to the period during which the Vehicle is inoperable. CanaDream Inc. shall not be liable for any other costs or damages suffered by the Guest as a result of mechanical breakdown. Radio, TV, air-conditioning, slide-out, refrigerator, microwave, appliances, and cruise control malfunctions are not regarded for the purposes of this clause as rendering the Vehicle inoperable and do not entitle the Guest to a credit against any rental charges.

**8. Substitutions.** The Vehicle may, at CanaDream Inc.'s sole discretion, be an equivalent or higher-rated Vehicle than the Vehicle for which a reservation is made by the Guest. Where there is a substitution or upgrading as referred to in the previous sentence, there will be no extra charge to the Guest. Where CanaDream Inc. substitutes a Vehicle that rents at a lower rate than the Vehicle that is reserved by the Guest, CanaDream Inc.'s only responsibility arising from such a substitution is to charge the Guest at the lower applicable rate and to make any refunds or adjustments that may be due in the Guest's favor. CanaDream Inc. does not guarantee the availability of a particular type of Vehicle that may be reserved by the Guest and does not have liability to the Guest (except as specifically stated in this clause) arising from CanaDream Inc. substituting a Vehicle of a different category in place of a Vehicle that the Guest reserves.

**9. Incidents: Accidents, Theft and Vandalism.** The Guest shall immediately report any accident, collision, theft or vandalism ("Incident") involving the Vehicle or its passengers to CanaDream Inc. and to the Police in the jurisdiction where the Incident takes place. The Guest shall further deliver to CanaDream Inc. or its insurer every process, pleading, notice or paper of any kind received by the Guest or any driver of the Vehicle or its passengers relating to any claim, suit or proceeding in connection with any Incident or event involving the Vehicle. Neither the Guest nor any driver of the Vehicle shall aid or abet the assertion of any claim, suit or proceeding and shall cooperate fully with CanaDream Inc. and its insurers investigating and defending the same. Where the Guest has provided CanaDream with a contact phone number that is unable to accept incoming calls to assist with on road assistance or an incident, the Guest will lose the right to claim compensation for any related inconvenience. **FAILURE TO REPORT ANY INCIDENT WITHIN 24 HOURS WILL VOID ALL LIABILITY PROTECTION AVAILABLE TO THE GUEST HEREUNDER. GUESTS WHO HAVE BEEN INVOLVED IN ANY INCIDENT AND DROP OFF THE VEHICLE WITH NO WRITTEN ACCIDENT REPORT AND POLICE FILE NUMBER WILL VOID THEIR INSURANCE COVERAGE AND WILL BE RESPONSIBLE FOR THE COST OF ALL REPAIRS OR REPLACEMENTS RESULTING FROM THE INCIDENT.**

**10. Use of Vehicle.** To the extent permitted by law, any use of the Vehicle as prohibited below will (1) breach this agreement, (2) void any limitation of Guest's responsibility for loss of or damage to the Vehicle, (3) make Guest fully responsible for actual damages, costs and attorney fees, loss of use and diminished value resulting from this breach, and (4) void any insurance protection provided under this agreement subject to applicable law. The Guest shall not permit the Vehicle to be operated or driven (a) by any person who is not the holder of a current driver's license that authorizes the holder to drive the Vehicle in the jurisdiction where the Vehicle is located; (b) for the transportation of person or property for hire, express or implied; (c) by any person who is under 21 years of age, or who has given CanaDream Inc. a false or fictitious name or age or address; (d) by a person other than the Guest or a person who is designated in this Agreement as an authorized driver; (e) in any competitive event; (f) to push or tow any Vehicle, or attach any carrier or object to the Vehicle; (g) outside Canada or the continental United States; (h) in a Prohibited Travel Area; (i) by any person while under the influence of intoxicants or drugs or for the illegal transportation of intoxicants or drugs or other prohibited or restricted substance; (j) for any illegal purpose or commission of a crime; (k) while loaded beyond its capacity; (l) while carrying more passengers than the vehicle has seatbelts for or is designed to carry; or (m) when use will cause damage to the Vehicle (i.e. warning light is on, flat tire, steam rising from engine, etc.). These restrictions are cumulative and each of them apply to every use, operation or driving of the Vehicle.

**11. Smoking or Vaping.** Our Vehicles are smoke free. Detection of any vape or smoke related odors or damage will result in a \$750 charge to the Guest. This charge represents a genuine pre-estimate of the costs and loss of income associated with removing the odour and the resulting delay in re-renting the Vehicle. **Do not smoke or vape** in the Vehicle and avoid campfire smoke smell by keeping all doors and windows closed when near campfires.

**12. Pets.** A pet dog or cat in the Vehicle is permitted for a flat fee of \$375. Notwithstanding the foregoing, service animals can travel in the Vehicle free of charge with CanaDream Inc.'s prior written permission. The Guest shall inform CanaDream Inc. in advance if the Guest wishes to bring his or her pet or service animal. If the Guest's pet or service animal is permitted in the Vehicle, the Guest shall ensure the animal does not cause any damage to the Vehicle. Should additional pet cleaning be required when the Vehicle is returned to CanaDream Inc. by the Guest, additional cleaning charges beyond the \$375 fee will apply.

**13. Unauthorized Areas and Prohibited Travel Areas.** Please refer to the Insurance Coverage Plan for details of the Northern Surcharge, Unauthorized Areas and Prohibited Travel Areas. Unless CanaDream Inc. has given prior approval in writing, the Guest will be solely responsible for the cost of repairing all damage to the Vehicle if the Vehicle is driven in a Northern Surcharge area without the appropriate fee paid or in an Unauthorized Area. **DRIVING IN PROHIBITED TRAVEL AREAS IS STRICTLY FORBIDDEN AT ALL TIMES.** In all cases where the Vehicle is driven in a Prohibited Travel Area, the Guest will be solely responsible for the cost of repairing all damage to the Vehicle. In cases where the Vehicle is driven in an Unauthorized Area with CanaDream Inc.'s consent, CanaDream Inc. may, in its sole discretion, reduce the amount the Guest is required to pay for the cost of repairs CanaDream Inc. is able to complete using its own repair facility. Regardless of whether or not CanaDream Inc.'s consent is obtained, however, the Guest shall in all cases pay the cost of replacing parts (including, without limitation, tires) and repairing damage attributable to driving on unpaved or non-public roads, or to exposure of the Vehicle in freezing or excessive heat.

**14. Payment of Charges.** The Guest shall pay to CanaDream Inc. on demand, all time and distance, service, minimum and other charges payable under the Rental Agreement, at the rates shown or computed as provided on the booking invoice, these Conditions or CanaDream Inc.'s published rates available online at [www.CanaDream.com](http://www.CanaDream.com). If the Guest has directed charges be billed to another person and such person fails to make payment when due, the Guest shall pay such charges. CanaDream Inc. may retain the deposit as provided in this Agreement to cover any amount due or that may become due hereunder.

The Guest and any person to whom, with CanaDream Inc.'s consent, the Guest expressly directs the charges incurred under this Rental Agreement to be billed are jointly and severally responsible (solidarity in Quebec) for payment of all such charges. The Guest represents that the Guest is authorized to direct such charges to be billed to that person. Charges not paid on time, as required by this Agreement, will be subject to a late payment fee. Unless CanaDream Inc. agrees to accept payment by use of a credit card, payment for all charges under this Agreement are due and payable in full at the completion of the rental. Charges not known to CanaDream Inc. at that time are payable by the Guest to whom they are to be billed immediately upon receipt of an invoice for such charges, and the Guest hereby agrees that their credit card can and will be charged. The payment of charges by use of an acceptable credit card is governed by the terms of the agreement covering the use of such card. **IF YOU USE A CREDIT CARD TO PAY FOR CHARGES, YOU AUTHORIZE CANADREAM TO RESERVE CREDIT WITH THE CARD ISSUER IN AN EQUAL AMOUNT TO ALL ESTIMATED CHARGES AND TO PROCESS AN APPROPRIATE VOUCHER**

**FOR THOSE CHARGES AT THE TIME OF RENTAL.** CanaDream Inc. may audit all charges. If any errors are found, the Guest will pay the corrected charges. If payment was by credit card, the Guest authorizes CanaDream Inc. to correct such charges with the card issuer. CanaDream Inc. will notify the Guest of any corrections.

**15. Distance Charges.** The distance calculated in kilometres which the Vehicle has been driven while it is in the Guest's possession, shall be determined by reference to the Vehicle's odometer. If the speedometer or odometer is broken, or shows signs of having been tampered with, the Guest shall pay for repair or replacement of the speedometer or odometer together with a rental charge per kilometre based on an average daily charge per kilometre calculated by reference to CanaDream Inc.'s experience with similar rentals or based on actual kilometres travelled as determined by the tracking device installed in each Vehicle.

**16. Tickets/Fines.** The Guest is liable for all parking and traffic violations, toll fees and fines incurred in the course of the rental, and authorizes CanaDream Inc. to pay **all tickets** immediately, and then charge the Guest's credit card for all related costs as incurred by CanaDream Inc. Without limitation under any other provision of the Rental Agreement, the Guest shall be solely liable for and shall indemnify and hold CanaDream Inc. harmless from all fines, penalties and forfeitures arising from a breach by the Guest of any statute, law, ordinance, rule, regulation, or insurance policy provision that is applicable to the Vehicle or to the Guest's possession, use, driving, parking, storage, or transportation of the Vehicle.

**17. Accessories and Equipment.** The Guest acknowledges receipt of all standard equipment in the RV and any rented optional extras (such as Child seats, Solis device, Coffee makers, charging cables etc. and will pay the full cost of replacing any equipment lost or damaged upon return of the Vehicle to CanaDream Inc. CanaDream Inc. assumes no responsibility and will not compensate for any expenses or charges resulting from the Guest's use of rented optional extras.

**18. Return of Vehicle.** The Guest will return the Vehicle to CanaDream Inc. at the time and place specified on the first page of this Agreement, or earlier if demanded by CanaDream Inc. together with all tires, tools, accessories, and equipment in the same condition as when received by the Guest, ordinary wear and tear excepted. Should the Vehicle be returned to a location other than specified on the first page of the Rental Agreement, the Guest agrees to pay the applicable one-way charge, or the cost of returning the Vehicle to the designated rental station, whichever is greater.

**19. Return in Clean Condition.** The Guest shall return the Vehicle in a clean condition with black and grey tanks empty or shall reimburse CanaDream Inc. for cleaning costs and a minimum charge of \$100 to empty black and grey tanks.

**20. Drop-off Charges.** Charges levied under this Agreement are not subject to reduction and the Guest is not entitled to a credit when the Vehicle is returned earlier than the drop off date specified on the rental agreement. There will also be no refund on any portion of unused, prepaid kilometres or for Guest cell phone charges. The RV is provided with at least 1/4 tank of fuel. Guests must return the RV with the fuel level the same as at pick up. If the RV is returned with less fuel than at pick up, a fuel fee will apply as per our current pricing policy. If the vehicle is returned with more fuel than at pick up, the Guest will not be refunded for the additional fuel.

**21. Late Return.** In the event the Vehicle is returned at a time which is later than designated in the Booking Invoice, the Guest shall pay CanaDream Inc. an amount calculated by multiplying the number of late hours by \$150; however, the said amount shall not exceed \$600 for each 24-hour period, or portion thereof, of such late return. The Guest understands and agrees that these charges are not a penalty and represent a genuine pre-estimate of additional administrative costs and loss of rents associated with late return of the Vehicle.

**22. Credit Card.** A credit card is required for the payment of the security deposit and the Guest authorizes CanaDream Inc. to add the total of any charges or amount payable to CanaDream Inc. by the Guest and to process the transaction for payment as per this agreement.

**23. Return on Demand.** CanaDream Inc. may demand the return of the Vehicle at any time and, if in CanaDream Inc.'s judgment such demand may not be complied with, or if there is any delay in compliance, CanaDream Inc. may forthwith repossess the Vehicle by use of any lawful means, without prior written warning to the Guest or the Guest's credit card company or bank.

**24 Repossession.** If this Agreement contains any false statement provided by the Guest, or if the Guest omits to make known to CanaDream Inc. any information concerning the Guest or the Guest's intentions regarding the Vehicle that the Guest may reasonably be taken to know is material to CanaDream Inc. when CanaDream Inc. is considering renting the Vehicle to the Guest, or if the Guest is in breach of any provision of this Agreement, CanaDream Inc. may forthwith repossess the Vehicle by use of any lawful means, without prior warning to the Guest and terminate this Agreement.

**25. Lawsuits.** The Guest shall permit CanaDream Inc. or its insurers and their counsel to have the sole and exclusive conduct in the name and on behalf of the Guest, and the cost of CanaDream Inc. or its insurers, of the defense of all lawsuits and proceedings that may be instituted against the Guest arising out of the Guest's use, possession, driving, parking, storage or transportation of the Vehicle, and any counterclaim that may be made by the Guest in any such lawsuits and proceedings. The right of CanaDream Inc. and its insurers to conduct the said lawsuits and proceedings shall include the sole and exclusive right to settle or abandon any such lawsuits or proceedings, and enter into binding agreements, or give releases, discontinuances or claim notices or withdrawal, on behalf of the Guest for the purpose of settling, or abandoning, any such lawsuits or proceedings. The Guest shall co-operate fully with CanaDream Inc. and its insurers in taking all steps and in providing and obtaining all information and evidence that may be deemed necessary or desirable by CanaDream Inc. or its insurers for the purpose of the said lawsuits or proceedings and the conduct, settlement or abandonment thereof. The Guest hereby irrevocably appoints CanaDream Inc., or its said insurers, to be the true and lawful attorneys of the Guest to execute all documents and do or omit to do all such acts and things as the said attorneys may consider to be necessary or desirable in the circumstances in order to give effect to the rights conferred by this clause on CanaDream Inc. and its said insurers, and the power of attorney hereby conferred is deemed to be coupled with an interest.

**26. Indemnity. THE GUEST SHALL DEFEND, INDEMNIFY, PROTECT AND SAVE CANADREAM INC. AND ITS PERSONNEL, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, DIVISIONS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, THIRD-PARTY CLAIMS, DEMANDS, DAMAGES, COSTS, FEES AND EXPENSES, INCLUDING, WITHOUT-LIMITATION,**

**LEGAL FEES ON A SOLICITOR-AND-ITS-OWN-CLIENT (FULL INDEMNITY) BASIS**, on account of any actual or alleged loss, injury, death or damage arising out of:

**(A) THE NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF THE GUEST IN ITS USE OR POSSESSION OF THE VEHICLE OR ANY CHILD CAR SEAT, BOOSTER SEAT, BIKE RACK OR OTHER EQUIPMENT RENTED IN CONJUNCTION WITH THE VEHICLE;**

**(B) THE OPERATION, ABANDONMENT, CONVERSION, CONCEALMENT OR UNAUTHORIZED SALE OF THE VEHICLE BY THE GUEST;  
OR**

**(C) THE CONFISCATION OR SEIZURE OF THE VEHICLE BY REASON OF ANY ILLEGAL OR IMPROPER USE OF THE VEHICLE.**

Neither acceptance of, nor payment for, goods or services provided hereunder shall relieve the Guest from liability under the indemnity provisions or under any covenants or warranties contained or implied herein.

**27. No Agency.** Neither the Guest nor any other driver of the Vehicle shall be, or represent themselves to be, the agent, servant, or employee of CanaDream Inc. for any reason or for any purpose.

**28. Governing Law.** This Agreement is governed by the law in force in the Province of Alberta and the Guest and CanaDream Inc. irrevocably submit to the jurisdiction of the courts of the Province of Alberta.

**29. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

**30. Multiple Units.** Where the Vehicle comprises a truck and camper or other Vehicles that are designed so that they may be physically separated in normal use, the provisions of this Agreement apply to each Vehicle separately and to both Vehicles taken together as the circumstances may permit. Truck and camper rentals may not be separated during the rental period and the Guest is responsible for all related costs due to damage caused by the unauthorized Vehicle separation.

**31. Generator charges.** Not all CanaDream Inc. Vehicles have generators; a generator is in no way guaranteed for any reservation. Where the Vehicle rented by the Guest is equipped with a generator, there is no charge for use of the generator during the winter season (October 1 – April 30). There is a cost per hour for use of the generator from May 1 to September 30 which is payable at drop off. Generator usage will be rounded up to the next full hour.

**32. Tracking Device.** The Vehicle is equipped with a tracking device that uses technology to enable CanaDream Inc. and its financial partners to better manage and protect vehicles within CanaDream Inc.'s rental fleet. Please note that these devices are able to monitor the location, mileage, speed, and trip history of the vehicles in which they are installed. The Guest hereby consents to the Vehicle being monitored in this fashion. CanaDream Inc. will take all reasonable steps to protect the Guest's personal information, in accordance with applicable privacy legislation.

Information from the tracking device may be used, but not limited to the following:

- to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the rental period
- in the event of an accident or incident relating to the Vehicle during the rental period, e.g. to verify the location of the Vehicle at the time of the alleged accident
- to ensure the safety of the driver/passengers in the rental RV and other road users by identifying high speed, harsh braking, fast hill descents etc. CanaDream will contact the Guest should tracking data support driving which breaches regulations, highlights driving dangerously or without due care. Note that in the event of an incident occurring, where tracking data supports the incident being due the Guests driving, this may render the CanaDream Insurance Policy null and void.
- to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to the recovery agent.
- to locate the Vehicle in an emergency

The Guest hereby consents to the Vehicle being monitored in this fashion. CanaDream Inc. will take all reasonable steps to protect the Guest's personal information, in accordance with applicable privacy legislation.

**33. Additional Services.** CanaDream Drop & Go Service, CanaDream Peace of Mind Program, Windshield Protection and packages that include these items have conditions that supersede CanaDream Inc.'s standards specific to those items. Please refer to the applicable agreements for full details.

**34. Disposal from Black Water and Grey Water Tanks.** The Guest shall not drain, release, or dispose of, or permit the drainage, release or disposal of, any harmful substances into the Vehicle's on-board black water or grey water storage tanks if the release or discharge of that substance into a sewage collection system in the jurisdiction in which the Unit is used or returned by the Guest would contravene municipal, provincial, state or federal law. The Guest understands and agrees that a breach of this covenant may result in fines or other administrative, criminal, or quasi-criminal penalties being levied against CanaDream Inc. Accordingly, any breach of this covenant will give CanaDream Inc. a cause of action against the Guest for damages equal to any such fine or penalty.

**35. Gender and Number.** Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing one gender include the other gender and neuter gender.

**36. Clauses and Headings.** The division of this Agreement into Clauses and the insertion of headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. Unless otherwise indicated, any reference in this Agreement to any Clauses refers to the prescribed Clause in this Agreement.

**37. Survival.** Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to continuing obligations of the parties to the Agreement, shall survive the termination of this Agreement.

**38. Use of Medical Devices:** Guests who require the use of medical devices, such as CPAP machines, must consult with medical professionals for recommendations to travel with medical equipment. The RV's electrical system is not designed to support the continuous power requirements of medical devices, and reliance on the RV's system for such purposes is strictly prohibited. Renters are responsible for ensuring their medical needs are met in a manner that is safe and should determine a portable power source for their CPAP machine. External rechargeable batteries should be considered to ensure you always have a functional machine. Auxiliary power sources, such as inverters or solar chargers can be considered in consultation with a medical professional. CanaDream does not accept liability of the RV's power source causing medical equipment to be inoperable and this responsibility rests entirely with the Guest.

**39. Child Seat Rentals.** The Guest acknowledges that child safety car seats and booster seats are designed for use in a motor vehicle, but not necessarily in recreational motor vehicles or in all seating positions within recreational motor vehicles. The Guest further acknowledges correct use of a child safety car seat or booster seat will help reduce the risk of some types of *injuries to the user in the event of a motor vehicle collision*, incident or impact but recognizes that serious injury or death can result from both low and high-speed collisions, incidents, or impacts, even when a child safety seat or booster seat is used. The Guest further acknowledges that it is a regulatory requirement in many jurisdictions that child restraint systems (e.g., a child safety car seat or booster seat) be used strictly in accordance with manufacturers' specifications and that such specifications have been made available to the Guest for viewing upon request. The Guest assumes sole responsibility for the proper installation, fitting and use of any child safety car seat or booster seat rented by the Guest hereunder (the "Child Seat"), in accordance with relevant manufacturer's specifications. The Guest agrees that he or she has either viewed the relevant manufacturer's specifications or has declined to do so.

THE GUEST FREELY ACCEPTS AND FULLY ASSUMES ALL PHYSICAL AND LEGAL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE CHILD SEAT. The Guest waives ANY AND ALL CLAIMS that the Guest has or may in the future have against CanaDream Inc., its directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury resulting from or arising out of any aspect of the use or misuse of the Child Seat in the course of its rental by the Guest, including, without limitation, severe injury or death to any person placed in the Child Seat DUE TO ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES in respect of the design, selection, installation, maintenance or adjustment of the Child Seat, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Child Seat.

The Guest acknowledges that any materials provided or made available by CanaDream Inc. to the Guest regarding CanaDream Inc.'s Child Restraint Policy are purely informational and do not limit or alter the terms and conditions governing the Guest's rental of a Child Seat from CanaDream Inc., as set forth herein (the "Child Seat Terms").

FOR THE SAKE OF CLARITY, THE INDEMNITY AGAINST THIRD PARTY CLAIMS SET FORTH IN CLAUSE 26 APPLIES, WITHOUT LIMITATION, TO ANY CLAIM COMMENCED AGAINST CANADREAM INC. BY OR ON BEHALF OF A CHILD OR OTHER PERSON WHO WAS, OR WAS ALLEGED TO HAVE BEEN, PLACED IN THE CHILD SEAT IN THE COURSE OF ITS RENTAL.

By initialing where indicated below, the Guest acknowledges that the he or she has read, understands and agrees to the terms of Child Seat Terms.

I Agree \_\_\_\_\_

**40. Bike Rack Rentals.** The Guest acknowledges CanaDream Inc. is only renting and providing a bike rack for use during the Guest's rental of the Vehicle and that CanaDream Inc. takes no responsibility for the performance of the bike rack and assumes no responsibility or liability for the use of the bike rack including; direct, special, indirect, incidental or consequential damages or loss of use of my property or the bike rack, arising out of or in connection with the use or inability to use the rented bike rack or any event arising, including without limitation any loss of personal property (e.g. bike damage, damage to other vehicles), lost business profits, business interruption, personal injury or any other pecuniary loss, whether in an action on contract, negligence or otherwise

Guest will please initial this area to acknowledge that the Guest has inspected the bike rack provided and confirm that it will meet his needs and take full responsibility and accept all liability for any and all incidents of damage caused by the use of the rack while in his or her possession and has read, understands and agrees to the terms of Bike Rack Rentals.

I Agree \_\_\_\_\_

**41. Winter Rentals.** The Guest acknowledges and accepts that the vehicle may be winterized at pick up due to freezing temperatures and he or she is responsible for all repair or replacement costs associated with the freezing of any or all of the Vehicle's water system components for the duration of his or her rental.



## CONDITIONS APPLICABLE TO RENTAL AGREEMENT WITH CANADREAM INC.

**42. Tire Chains** The Guest further acknowledges that he or she is responsible for the proper installation of tire chains in the event they are required and that any and all repair or replacement costs incurred by CanaDream Inc. as a result of damage to the Vehicle or its tires from the installation of the tire chains, will be the Guest's sole responsibility and will become a lawful charge under this Agreement in accordance with Clause 14. Tire chains are provided at all branches in the Winter Season. The Guest acknowledges that tire chains are not permitted for use in the province of Quebec. If a fine is issued from use in Quebec Province or any tire chain prohibited area, the Guest will be held responsible for payment.

I Agree \_\_\_\_\_

**43. Guest program CanaDream Drop & Go Service** Exterior wash and interior cleaning at drop off of the Vehicle are included free of charge with the rental of the Vehicle for normal usage. The cleaning of excessive dirt inside or outside, road tar, oil, etc. will result in the Guest being charged amounts for additional cleaning, at a rate of \$100.00 per hour; however, one hour of additional interior and exterior cleaning is included if the Guest accepts CanaDream's optional Drop & Go service. The Drop & Go service charge is not refundable If the Drop & Go service option is purchased.

I Agree \_\_\_\_\_

**44. Guest program CanaDream Peace of Mind ("CPM").** CPM is offered as an optional product. By accepting the CPM option, a daily charge will apply for each full and/or partial day of rental. The limit of CPM benefit is \$600 per incident, additional costs above this shall be paid by the Guest. CPM is only valid for Vehicles requiring service in authorized travel areas at the time service is required. CPM will become null and void if an emergency service call is the result of the Guest or an authorised driver acting recklessly or intentionally, as determined by CanaDream Inc. in its sole discretion. Reckless or intentional acts may include but are not limited to driving in restricted areas, driving while intoxicated and allowing an unauthorized driver to operate the vehicle. In instances involving reckless or intentional acts as aforesaid, roadside assistance will be available, but the Guest shall pay for all roadside assistance costs.

If the Guest elects not to purchase CPM, the Guest shall be responsible to pay applicable charges in accordance with Clause 14 of these Conditions. CPM charges are not refundable if the CPM option is purchased. The objective of this service is to assist you as quickly as possible should roadside assistance become necessary in respect of Vehicle. While the Guest's call for roadside assistance will receive prompt attention, CanaDream Inc. is not responsible for any delays caused by driver's actions or circumstances beyond CanaDream Inc.'s control (traffic, weather conditions, etc.). If CPM is not purchased at the time of rental and roadside service is requested due to an error on the part of the Guest or an authorized driver, CanaDream Inc. personnel will dispatch service at the request of the Guest; however, the costs of the service will be the sole responsibility of the Guest.

I Agree \_\_\_\_\_

**45. Guest program CanaDream Windshield Protection** The coverage is not valid if the windshield damage is due to an accident, unauthorized use, or negligence. Windshield Protection charges are not refundable if optional Windshield Protection is purchased.

I Agree \_\_\_\_\_

**46. Awnings.** Awnings that are factory-fitted to our RVs are disabled from use. Awning damage results in unnecessary disruption to Guest vacations and they incur expensive repair bills for Guests. Guests who return their unit with the awning re-enabled or with the immobilizing straps removed will be charged a fee to return the awning to a disabled status and will be held responsible for all damages incurred.

I Agree \_\_\_\_\_

**47. Guest Service.** CanaDream Inc. offers emergency roadside assistance to resolve any RV issues at the time of occurrence. Many issues can be quickly resolved by reading the Guest Guide located in each RV, however Guests are required to inform CanaDream of any persisting or unresolved issue by phone or email. Compensation for any on-road issue cannot be determined while the Guest is on the road and will only be discussed at time of drop-off. Compensation of any kind will be only considered if the Guest has notified CanaDream Inc. of an issue at the time it first occurred, and the Guest is compliant with CanaDream's recommendations for the solution. CanaDream Inc. must be given the opportunity to resolve a Guest issue within 48 consecutive hours of being notified and the Guest must take all possible steps to minimize any damage caused by such issue. CanaDream reserves the right to charge a fee for any unnecessary call outs, where CanaDream have incurred costs for driver time, fuel, third party vendor costs etc.

I Agree \_\_\_\_\_

Agree to Page \_\_\_\_\_