



**RENTAL AGREEMENT**

This is the rental agreement required for all guests of Karma Campervans Ltd. (“**Karma**”). It is important that the guest fully understand and acknowledge their understanding of the following agreement. Each guest will be provided a copy of this signed document via email.

These terms and conditions are expressly incorporated into and made part of the Rental Agreement prepared through Rental Car Manager Pty Ltd. (the “**Rental Agreement**”) to which they are attached.

The person(s) named as the “Hirer” on the Rental Agreement shall herein be defined as the “Renter”. The Renter shall rent the rental vehicle (“**Rental**”) commencing on the Start Date and ending on the Return Date as set out on page one of the Rental Agreement (the “**Rental Term**”). The rate for the Rental Term shall be as indicated on page one of the Rental Agreement for the Rental Term plus all applicable taxes and any additional fees incurred by the Renter under this Agreement. The Rental shall be returned to the Return Location as set out on page one of the Rental Agreement at the end of the Rental Term.

The terms and conditions of this Rental Agreement (herein defined as the “**Agreement**”) shall survive the end of the rental period and remain in full force and effect. Where the Renter has released and/or indemnified Karma, it has also released and/or indemnified the officers, employees and agents of Karma.

I have read and agree to the terms and conditions of this Agreement and thereby give my consent to the Agreement and acknowledge by signing I am a permitted driver and take responsibility for any damage or incidents occurring during the Rental Term. I understand that only permitted drivers are allowed to operate the Rental.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Signature acknowledges that Renter has read and agrees to the below policies, terms and conditions*



**IMPORTANT OBLIGATIONS AND RESTRICTIONS OF RENTAL AGREEMENT**

<p><b>Credit Card Authorization</b></p>	<ul style="list-style-type: none"> <li>➤ Renter will provide a credit card at the time of rental</li> <li>➤ Renter will complete an authorization on this card to satisfy amounts due under this Agreement in excess of the security deposit</li> </ul>
<p><b>Passengers</b></p>	<ul style="list-style-type: none"> <li>➤ Renter is solely responsible for all passengers on the Rental as well as their conduct</li> <li>➤ Renter is responsible for ensuring all passengers use seatbelts, and child seats are properly installed</li> </ul>
<p><b>Damages</b></p>	<ul style="list-style-type: none"> <li>➤ Renter is responsible for all damage to the Rental, missing equipment and any administrative expenses incurred by Karma</li> </ul>
<p><b>Prohibited use of Rental</b></p>	<ul style="list-style-type: none"> <li>➤ Renter is prohibited from:                     <ul style="list-style-type: none"> <li>▪ taking the Rental outside the United States or Canada</li> <li>▪ allowing pets in Rental without prior permission</li> <li>▪ allowing any person to be on the roof of the Rental</li> <li>▪ allowing any passenger to ride without a seatbelt</li> </ul> </li> <li>➤ Any prohibited conduct constitutes a breach of this Agreement and can result in the loss of the security deposit, repossession of the Rental and/or legal action</li> </ul>
<p><b>Tickets and Tolls</b></p>	<ul style="list-style-type: none"> <li>➤ Renter must pay all tickets, citations, toll charges and other charges</li> <li>➤ Failure to pay will result in the deduction of the amount paid from the security deposit or credit card plus an additional \$50.00 administration fee per charge</li> <li>➤ Karma shall have all legal remedies available to it in enforcing payment</li> </ul>
<p><b>Agreement</b></p>	<ul style="list-style-type: none"> <li>➤ This Agreement may not be modified or cancelled except for in writing signed by all parties</li> <li>➤ Any remedy of the Renter for claims under this Agreement is limited to the total rent paid under this Agreement</li> </ul>
<p><b>Indemnification</b></p>	<ul style="list-style-type: none"> <li>➤ Renter agrees to indemnify, save and forever hold harmless Karma from any and all liability, claims or causes of action of any kind</li> <li>➤ The indemnity herein shall continue in effect at all times before or after the expiration of the Rental Term</li> </ul>
<p><b>Breakdown &amp; Repairs</b></p>	<ul style="list-style-type: none"> <li>➤ Renter shall immediately notify Karma in the event of breakdown or accident</li> <li>➤ Rental shall seek prior authorization and consent for repairs over \$200.00</li> <li>➤ Renter remains liable for Rental during Rental Terms even if breakdown occurs</li> <li>➤ Karma shall not be liable for any incidental expenses incurred by Renter in event of breakdown</li> </ul>

**Obligations and Restrictions**



Renter Signature: \_\_\_\_\_



## Security Deposit and Authorization

A security deposit is required at time of pick-up and will be refunded, as applicable, when all costs are paid as per the terms of this Agreement. The amount of the security deposit is stated in your booking confirmation. Karma may use your deposit to pay any amounts owed under this Agreement. **If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess immediately upon demand.**

Minimum requirements for return of the security deposit include:

- unit is cleaned to a condition as good or better than when received;
- fuel tank is full;
- holding tanks are properly emptied and rinsed;
- no damage was done to the Rental (incl. interior and exterior damage); and
- all mileage overages, tolls, have been paid by the Renter.

**At the time of rental, depending on vehicle Protection level selected, a charge in the amount of one thousand dollars \$1,000.00 or \$5,000 (the "Security Deposit") will be authorized by Renter to cover any amounts payable pursuant to this Agreement and by executing this Agreement Renter understands and expressly consents to use of the charge for such purposes without reservation.**

The Security Deposit may also be used to compensate for variable charges such as mileage, or others as agreed herein between Renter and Karma. If necessary, additional monies owed under this Agreement for reservation fees/rental amounts or any damages caused during the Rental Term by the Renter may be charged to the credit card that Karma has on file.

The Security Deposit will be returned automatically within 7 days if there are no damages to the Rental or overage or other charges due.

Renter Signature: \_\_\_\_\_



## Drivers

Renter acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 years, a holder of a valid driver's license in his or her actual possession that is valid during the entire course of the Rental Term and named in this Rental Agreement. Renter acknowledges that the qualifications of any driver of the Rental are solely at the discretion and risk of the Renter, and Karma has not evaluated the skill and expertise of any such driver. The Rental shall not be used by anyone who obtained the Rental or extended the Rental Term by giving false, fraudulent or misleading information or who withheld information that would have caused Karma not to approve the rental.

Renter acknowledges that campervan rentals can be large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than a passenger rental. The Rental requires more clearance above, in front of, behind, and beside them to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent rentals and obstacles on the roadway.

Renter acknowledges the vehicle height and width and length clearance for their rental is:

Height of 10' or 3.05 m; Width of 8.2' or 2.5 m; Length of 22' or 6.7 m

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Karma has no control over the number of passengers a Renter may allow into the rental or the conduct of those occupants while the rental is being operated. Therefore, Renter acknowledges that they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers, and Renter shall confirm that both driver and passengers are properly using seat belts while the Rental is in motion. The Rental shall not be used to transport more persons than the vehicle has seat belts or to carry persons outside the passenger compartment.

Renter acknowledges that unsecured items inside the Rental can move during operation of the Rental. Karma shall not be liable for any injuries or damage to personal belongings or the Rental resulting from the movement of unsecured items during operation of the Rental. The Renter shall ensure that all items in the Rental are secure before operating the Rental at all times during the Rental Term. The Renter shall pay for any and all damage to the Rental caused by the movement of items and shall fully indemnify and release Karma from any damages caused by the movement of items in the Rental.

Renter Signature: \_\_\_\_\_



## Obligations and Restrictions

**Renter is responsible for all damage to the Rental, missing equipment, and Karma's administrative, shop expenses, diminished value of the vehicle, and loss of use revenue connected with such loss irrespective of the cause of said damage or loss or the negligence or lack thereof of Renter.** In the event of any loss or damage to the Rental, or any personal property or bodily injury claim, that occurs during the Rental Term due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God, the Renter is held responsible, and is required to pay the deductible of \$10,000, \$7,500, \$5,000, \$1,500, or \$500 (depending on vehicle Protection coverage type as selected at the time of booking). In the event a Renter has violated the terms of this Agreement, the Renter will be held responsible for the full amount of the claim including the vehicle Protection deductible. Damage to roof because of making contact with objects that are too low to travel under is not covered under Karma's vehicle Protection policy and the repair costs will 100% be the responsibility of the renter.

Rental fixtures (shelves, bed, etc.) are built and maintained by Karma for anticipated regular use. Renter is liable for any injuries or damage resulting from any irregular use of the fixtures in the Rental. If Karma determines at its sole discretion, acting reasonably, that damage to Rental fixtures has occurred due to irregular or improper use of these fixtures, the costs of repair or replacement will be deducted from the Security Deposit, and if necessary, further charged to the credit card on file.

## Rental Pick Up

Prior to picking up the Rental, Renter will receive an email link to a **Campervan Walk Thru Video**, which must be viewed in its entirety, as it provides necessary instructions for the operation of the Rental. After viewing the Campervan Walk Thru Video, the Renter shall acknowledge in writing that her/ she/they viewed and understand the contents of the video before receiving the keyless Rental code for access to the Rental.

At pickup, all rentals will be clean on the interior and exterior, will have fuel and water, and will be in safe and roadworthy condition. Each Rental will have a Vehicle Condition Report located inside that will note any interior or exterior damage to the Rental noted by Karma in previous inspections of the vehicle. Any discrepancies with the condition of the Rental and the Vehicle Condition Report provided must be documented by Renter using photos and immediately emailed to Karma before departing with the Rental. Any discrepancies in the Rental condition and the Vehicle Condition Report that have not been reported to Karma prior to departure will be the responsibility of Renter and Karma will deduct any and all unreported damage from the Security Deposit and, if necessary, the payment card on file.

## Return Policy

Rentals must be returned to the Return Location as scheduled at the end of the Rental Term. If the Rental is not returned by the scheduled end of the Rental Term and no extension of the Rental Term has been granted, Karma may charge additional rental day(s) and any fees incurred in delaying the next renter. **The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order) with a full tank of fuel.** Any variable charges may be assessed and charged against the Security Deposit, and if necessary, additional amounts will be charged to the payment card provided by the Renter and to the Renter directly. All outstanding charges and amounts are immediately payable on demand. Renter is responsible for returning the Rental to the Return Location specified in this Rental Agreement. Any and all costs incurred by Karma resulting from an abandonment of the Rental during or after the Rental Term will be deducted from the Security Deposit, and if necessary charged to the credit card on file.



## Obligations and Restrictions

Upon return of the Rental, Karma will conduct an inspection of the Rental. An update will be emailed to Renter within seven days by Karma following this inspection which will note any charges to Renter as a result of costs incurred by Karma relating to a lack of cleanliness, fuel level, mileage overages or damage to the Rental.

**The Renter shall remain responsible for any damage or theft of the Rental occurring prior to Karma's inspection of the Rental after the Rental has been returned.**

**All defects and/or damage to the Rental noted by Karma in the return inspection which are not noted before the Rental Term shall be the sole responsibility of Renter and Renter shall reimburse Karma for the cost of the repair. To the extent that the Security Deposit actually paid to Karma is insufficient to cover the costs incurred by Renter, Renter shall make immediate payment to Karma upon demand.**

Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them and provide a copy of the police report to Karma. **Renter must report all accidents involving the Rental to Karma as soon as practicable, and in any event within 24 hours of occurrence and provide a copy of the accident report to Karma. In the event of vandalism or if damage occurred as a result of vandalism, no insurance claim can be processed without a police report. Renter is liable for loss of or damage to the Rental resulting from unreported theft or vandalism. Damage to roof because of making contact with objects that are too low to travel under is NOT covered under Karma's vehicle Protection or Daily Rental Insurance policy and the repair costs will 100% be the responsibility of the renter.**

Karma is not responsible for personal property left in the Rental.

Renter Signature: \_\_\_\_\_



## Obligations and Restrictions

The Rental may only be used on those public roadways with sufficient width and clearance to allow the Rental to be operated safely and without damage. Under no circumstances may the Rental be operated and used for off-road purposes. Off-road purposes include but are not limited to roads that are not municipally, provincially or federally serviced and/or maintained and not included as freeways, paved urban, paved rural, surface treated or gravel covered. If Karma, in its sole discretion, determines that damage to the vehicle has resulted from operation on improper terrain, any and all costs relating to repair will be taken from the Damage Deposit and, if necessary, charged to the credit card on file and/or claimed from the Renter.

**The following uses of the Rental are prohibited and constitute a breach of this Agreement resulting in, but not limited to a forfeiture of the Security Deposit, repossession of the Rental without legal process and/or legal action:**

- the Rental be driven outside the United States and Canada;
- the Rental be driven off permitted roadways;
- any pets or other animals be allowed in the Rental without prior consent of Karma;
- anyone be allowed on the roof of the Rental;
- anyone ride in the Rental without a safety belt.
- the rental be taken to Burning Man Festival

## Vehicle Protection & Costs

The Renter is responsible for all damage or losses caused to themselves, their property, the Rental and third parties regardless of fault. The Renter must be approved for insurance for the Rental through Karma and choose a Vehicle Protection Package when booking. Renter is solely responsible for any and all tickets, citations, toll charges and other charges issued during Renter's contractual possession of the Rental. **Any tickets, citations, toll charges or other charges incurred by the Renter during the Rental Term will be paid by Karma and will result in the deduction from the Security Deposit and/or a charge to the Renter's payment card of the amount paid by Karma to satisfy any amount owing plus an additional \$50.00 administration fee for each such violation or charge. Any balance not paid from the Security Deposit and/or charge on the Renter's credit card shall be paid by the Renter immediately upon demand. Karma shall have all legal remedies and recourse available to it to enforce payment.**

## Breakdown and Repairs

Karma is responsible for checking all fluid levels, including oil and coolant levels, checking air tire pressure, lug nuts and wheels prior to rental departure. **Should a breakdown occur, Renter must immediately contact roadside assistance at the number contained in the operation manual pouch kept in the glove box of the Rental and notify Karma for repair authorization and follow instructions provided.** In the unlikely event of a breakdown or mechanical issues, repairs under \$200.00 should be completed and paid for by the Renter. Repairs over \$200.00 must have prior authorization from Karma. Renter must save and submit all receipts for repairs when the Rental is returned, reimbursement depends on type of repair and cause.

Karma is not responsible for providing accommodation upon breakdown, however Karma will reimburse Renter for the loss of use within the Rental Term for each 24 hour period the Renter does not have use of the Rental at the daily rate amount paid under the Rental Agreement.





## Obligations and Restrictions

### Liability During Rental Term

Renter liability for damages relating to the delivered Rental begins when the Renter takes possession of the keys and ends when the Rental is returned to and accepted by Karma. Any damage that occurs prior the delivery or after inspection of the Rental is the responsibility of Karma.

### Right of Repossession

Karma shall always have a superior right of possession of the Rental over Renter. In the event that Karma's officers, employees or agents in their sole and absolute discretion, determine that the Rental is at risk of damage or loss, Karma shall have the absolute right, but not the obligation, to recover the Rental from Renter regardless of the amount of time remaining in the Rental Term. In the event Karma recovers a Rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs.

Renter Signature: \_\_\_\_\_



## Obligations and Restrictions

### Additional Conditions

This Agreement does not create any type of partnership between Renter and Karma. This Agreement constitutes the entire agreement between the parties regarding the Rental and supersedes all prior oral or written agreements or understandings regarding the subject matter. This Agreement may not be cancelled or modified except in writing signed by all parties.

### This Agreement is not assignable by Renter

Renter agrees that the proper jurisdiction for any dispute or claim arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be exclusively the Province of Alberta in the courts sitting in the City of Calgary. This Agreement shall be construed in accordance with the laws of the Province of Alberta. Renter agrees that in the event Karma prevails in a suit to enforce this Agreement, it shall be entitled to recover all its costs, including legal fees on a solicitor and his client basis, incurred in that action.

### Warranties and Releases

RENTER ACCEPTS THE RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. KARMA DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE RENTAL INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION, SUITABILITY, OR FITNESS OF THE RENTAL FOR ANY PARTICULAR PURPOSE ABOVE THE STANDARD OF SAFETY AND ROADWORTHINESS REQUIRED BY APPLICABLE LAW.

KARMA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FROM ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER KARMA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. **THE RENTER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY THE RENTER TO KARMA UNDER THIS AGREEMENT.**

Renter Signature: \_\_\_\_\_



## Obligations and Restrictions

**RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS KARMA FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY RESULTING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENCE THEREFORE AS CHOSEN AND DIRECTED BY KARMA AND TO PAY ANY EXPENSES IN THE DEFENCE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDING, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF KARMA.**

RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF KARMA RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO KARMA ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO KARMA, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST KARMA FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.

Karma's failure to enforce any of the rights under this Agreement or at law shall not be deemed a waiver or continuing waiver of any rights or remedies against another party.

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

Renter Signature: \_\_\_\_\_



## General Requirements and Restrictions

### RENTER AGREES TO ABIDE BY THE FOLLOWING:

- **Smoking:** No smoking is allowed in the Rental unless otherwise stated in your booking. Smoke odours in the returned Rental will result in an additional cleaning fee of \$1,000 plus replacement costs.
- **Interior Damage:** Any damage to the interior including items such as appliances, cabinet, floors, cleaning/repairs, etc. will be the responsibility and at the cost of the Renter.
- **Pets:** No pets are allowed in the Rental unless otherwise stated in the Renter's booking. Any violations of the Karma Pet Policy, determined by Karma in its sole discretion will result in any and all costs being deducted from the Security Deposit, charged to the credit card on file and our claimed from the Renter.
- **Travel Restrictions:** The Rental may not be taken out of the United States and Canada.
- **Carelessness:** The Renter shall not drive in a careless or negligent manner.
- **Impairment:** The Renter shall not drive the Rental while under the influence of alcohol, drugs or otherwise impaired.
- **Drivers:** Only those drivers designated as permitted drivers herein are permitted to operate the Rental.
- **Taxes:** The Renter is responsible for all applicable taxes.
- **Rental Fees:** All rental fees must be paid prior to check-out.
- **Citations & Tolls:** any tickets, citations, tolls and fees incurred by Renter during Rental Term will be charged to Renter at the date of discovery by Karma plus \$50.00 administration fee per citation or charge. All amounts charged will be payable by the Renter immediately upon demand.
- **Walk thru video:** The Renter has watched the supplied walk thru video and agrees that they have a full understanding of the operation of the campervan as explained in the video
- **Indemnification:** The Renter hereby agrees as follows:
  - To hold Karma harmless from any and all fines, penalties and other costs incurred during the Rental Term caused directly or indirectly by negligence, misuse or carelessness by the Renter.
  - To indemnify and hold harmless Karma from and against any and all claims for loss of, or damage to property, or injury to person, including death resulting from the use and operation of the Rental.
  - To release Karma from any and all liability for consequential, special or punitive damages in connection with the Rental (unless prohibited by law).
  - To hold harmless Karma and its directors, officers, subsidiaries, affiliates, agents and employees from and against any and all loss, bodily injury, damages and expenses, including legal expenses (on a solicitor and their own client basis), of any kind arising from the Rental during the Renter's possession extending to such time Rental is returned and accepted by Karma, including without limitations, latent and other defects whether or not discoverable by Renter or Karma.
  - **This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the Rental Term whether by formal request from Karma or otherwise.**
  - It is agreed and understood that Karma may control the defence of any such claim.

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN AN OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT BEFORE BEING ASKED TO SIGN. YOUR SIGNATURE PERMITS US TO PROCESS A CREDIT CARD CHARGE IN YOUR NAME FOR ALL RENTAL CHARGES DUE UNDER THIS AGREEMENT.**

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Signature acknowledges that Renter has read and agrees to the above policies, terms and conditions.*