



Vehicle Rental Agreement

This Vehicle Rental Agreement is entered into between 2044041 Alberta Ltd trading as Edmonton Performance Rentals (“Owner”) and _____ (“Renter”) (collectively the “Parties”) and outlines the respective rights and obligations of the Parties relating to the rental of a car.

1. IDENTIFICATION OF THE RENTAL VEHICLE

Owner hereby agrees to rent to Renter a passenger vehicle identified as follows:

Make:

Model:

Year:

VIN:

Color:

(hereinafter referred to as “Rental Vehicle”).

2. RENTAL TERM

The term of this Vehicle Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this Vehicle Rental Agreement until the return of the vehicle to Owner, and completion of all terms of this Vehicle Rental Agreement by both Parties. The estimated rental term is as follows:

Estimated start date and time: ___/___/2017 ___ am/pm

Estimated end date and time: ___/___/2017 ___ am/pm

The Parties may shorten or extend the estimate term of rental by mutual consent.

3. SCOPE OF USE

Renter will use the Rented Vehicle only for personal or routine business use, and operate the Rented Vehicle only on properly maintained paved roads and parking lots. Vehicle cannot be taken on a Racetrack or Raceway. Renter will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. Renter will not sublease the Rental Vehicle or use it as a vehicle for hire. Renter will not use the vehicle for advertising or marketing without prior written consent from the Owner, breaching this condition will result in \$1000 fee. Renter will not take the vehicle outside of Canada. No smoking, eating or drinking in the vehicle, breaching this condition will result in \$1000 fee.

Renter will not allow any other person to operate the Rented Vehicle unless identified here:

Primary vehicle operator: _____

DL #: _____

DOB: ____/____/____ Age: ____

Additional vehicle operator: _____

DL #: _____

DOB: ____/____/____ Age: ____

Additional vehicle operator: _____

DL #: _____

DOB: ____/____/____ Age: ____

4. MILEAGE

Mileage of the Rental Vehicle is _____ miles at the time of commencement of this Vehicle Rental Agreement. Mileage on the vehicle will be limited as follows: _____ miles. Any mileage on the vehicle in excess of this limitation will be subject to an excess mileage surcharge of \$5.50 per mile.

5. RENTAL FEES

Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:

Base fee: \$200.00 per hour

Fuel: Renter to return the vehicle with a full tank of 94 octane fuel or be charged at the following rates: Alberta: \$1.20/litre, British Columbia: \$1.40/litre. Fuel tank size: 80 Litres

Excess mileage fees as set forth in Paragraph 4, above.

6. SECURITY DEPOSIT

Renter will be required to provide a security deposit to Owner in the amount of \$1000.00 ("Security Deposit") to be used in the event of loss or damage to the Rental Vehicle during the term of this Vehicle Rental Agreement. Owner may, in lieu of collection of a security deposit, place a hold on a credit card in the same amount. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost.

7. INSURANCE

If the Rental Vehicle is damaged or destroyed while it is in the possession of Renter or any of the additional vehicle operators set forth in Paragraph 3, above, Renter agrees to pay any required insurance deductible and also assign all rights to collect insurance proceeds to Owner.

I understand the insurance deductible on this vehicle is \$10,000. _____

8. INDEMNIFICATION

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Vehicle Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, impound fees (including court fees for release of vehicle) or other citations received while in possession of the Rented Vehicle or while the Rented Vehicle is in possession of an Additional Vehicle Operator listed in Paragraph 3, above.

I understand I am responsible for all parking tickets, moving violations, impound fees (including court fees for release of vehicle) or other citations received. _____

9. REPRESENTATIONS AND WARRANTIES

Owner represents and warrants that to Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

10. JURISDICTION AND VENUE

In the event of any dispute over this Vehicle Rental Agreement, this Vehicle Rental Agreement will be interpreted by the laws of the Province of Alberta, and any lawsuit or arbitration must be brought in the Canadian of the State of Alberta. If any portion of this Vehicle Rental Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

11. ENTIRE AGREEMENT

This Vehicle Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below.

TIME OF VEHICLE PICKUP: ____/____/2017 _____ am/pm

This Vehicle Rental Agreement was agreed to in full on: ____/____/2017

Renter: _____

Owner: _____

Signature: _____

Signature: _____