GLOBECAR RENTAL AGREEMENT

GlobeCar.com

GLOBE CAR & TRUCK RENTALS

RENTAL AGREEMENT

This Rental Agreement between us governs our agreement as to the Renter's rights and obligations regarding the use of the vehicle. This agreement, together with the Signed Rental contract, constitutes Agreement in its entirety. The terms "I, Renter, Me, My and/or authorized driver" refer to the renter of the vehicle, whereas "Globe, Globe Car Rental" refers to the owner of the vehicle as identified at the top of the Signed Rental Form.

VEHICLE

I understand that Globe owns the vehicle. The vehicle includes tires, tools, equipment, accessories, keys and vehicle documents. The vehicle is delivered to me in good operating condition and solely for rental purposes. I will immediately notify Globe concerning any problems with the vehicle.

RENTAL TERMS AND ENTIRE AGREEMENT

I agree to pay all amounts authorized by the Signed Rental Form, this Agreement and any applicable fee schedule. **These documents and any signed amendment constitute the complete agreement between Globe and me. No verbal statement, discussion or promise changes the return date, rate, mileage allowance, protection, deductible, payment obligation or any other material term, except to the extent otherwise required by applicable law. Any change must be confirmed in writing by Globe. In the event of a discrepancy, the most recent Signed Rental Form or written amendment applies first, followed by the fee schedule and this Agreement, subject to applicable law.** Globe owns the vehicle and all included tires, tools, equipment, accessories, keys and documents. No person may transfer, dispose of, service, alter or repair the vehicle without Globe's prior approval, except where emergency action is required for safety.

AUTHORIZED DRIVERS

I am the only authorized driver. I have a valid driver's license, I am over the age of 20, my name appears correctly on the signed Rental Form and I meet all of Globe's rental requirements. An additional authorized driver is authorized only if they pay an additional driver charge and if that person has a valid driver's license and is named on the front of the Rental Agreement. All other drivers are unauthorized. I am responsible for any losses or damages which occur while the vehicle is in the possession of any driver. All optional coverage paid for by the Renter will become null and void should an unauthorized driver take possession or drive the vehicle.

FINES AND EXPENSES

I will promptly pay any parking and traffic fines, tolls, towing, storage and related costs incurred during the rental period. If Globe has to pay any such fines or costs, I agree to reimburse Globe, along with administrative fees plus any legal fees, costs and taxes.

COLLECTIONS

All charges, fees and expenses, including payment for loss of or damage to the vehicle, are due at Globe's request. I assign to Globe any and all proceeds from coverage under credit card plans or other insurance. I agree to pay late interest charges on all amounts owing, calculated from the first day they become due, at 2% per month, equivalent to 24% per annum, together with a $200 collection fee, all plus taxes. Globe, its agents and 3rd party collection agency may contact me at my cellular, work or residential telephone numbers, or by email or regular mail in connection with Globe's collection of accounts.

CREDIT CARD CHARGES

I authorize Globe to charge my credit card for: (1) pre-calculated charges upon signing this Agreement, (2) additional charges upon vehicle return, (3) any damage deductible or related charges for new damage claims, (4) parking and traffic fines, towing, storage, related expenses, interest and administrative fees, (5) breach of contract fees if rental policies are violated, and ( ) repossession fees for retrieving the vehicle. Globe may instead require payment through a secure payment link. This authorization does not obligate Globe to process an extension payment or constitute approval of an extension. Globe may debit or credit my card for any overcharges or undercharges.

PRE-AUTHORIZATION

I authorize Globe to take a security pre-authorization hold of $300 or $500 on my credit card at pick-up, as determined by Globe. I understand this pre-authorization is a temporary hold and not a payment to Globe. Globe shall not refund the hold, which will be released by my bank based on their processing time and terms. Globe may capture the pre-authorization amount during my rental or after the vehicle's return if: (1) the return times specified in the rental agreement are not respected, (2) there are any outstanding charges, (3) there are pending damage claims and I did not purchase PAP and/or have not provided my insurance claim number to Globe, or (4) there are breach of contract fees due to any rental policies in this agreement not being respected.

PROPERTY LEFT IN GLOBE'S POSSESSION

Globe will not be responsible for loss or damages to any property left in or on the vehicle, at Globe's premises or in Globe's shuttle vehicle.

LAWSUITS

Subject to applicable law, this Agreement is governed by the laws of the province of the rental location identified on the Signed Rental Form. Any action relating to this Agreement may be brought in the courts of that province or in any other court having jurisdiction under applicable law. Nothing in this Agreement limits any non-waivable consumer right or the application of any mandatory law.

PROVINCIAL LAW

Mandatory municipal, provincial and federal laws may modify, limit or prohibit any provision of this Agreement, including provisions relating to optional protection, authorized drivers and responsibility for loss or damage. Those laws prevail to the extent of any conflict.

GPS TRACKING

Globe may install a device ("GPS") which will identify the use and location of the vehicle. I agree to this installation and consent to the use of the information it generates by accepting this Rental Agreement.

AFTER-HOURS RETURNS

If I return the vehicle after hours, I am responsible for the following: (a) any damages or theft to the vehicle until Globe has inspected and accepted it on the return location's next business day; and (b) time charges and charges for all coverage, options, fees and taxes.

RETURNING THE VEHICLE

I agree to use the provided digital app at pickup to document any and all existing damages before leaving the premises. If I fail to use the app or omit certain panels, it means that there are no existing damages. I agree to return the vehicle to Globe in the same condition in which I received it. I agree to return the vehicle to Globe's location, either on the due date and time specified on the Signed Rental Form or upon Globe's request. Smoking and vaping are prohibited. Evidence of smoking, smoke or cannabis odours, ashes or pet hair is subject to a $250–$500 cleaning charge plus taxes. I understand that there could be a rate change or additional charges if I return the vehicle to a different location, or at a different time or date than the one specified on the Rental Agreement. If, for any reason, I cannot return the vehicle at the time and location required by this Agreement (including whether I gave the vehicle to another authorized driver or any other person who has failed to return the vehicle to me), I will pay Globe for all losses or estimated damages to the vehicle, including loss of use, claim processing fees and administrative charges, as permitted by law.

DEFAULT, VEHICLE RETURN AND RECOVERY

I am in default, if I fail to return the vehicle on time, make a required payment, sign a required renewal, disclose the vehicle's location or cooperate following an accident, damage, theft, towing or impoundment; if the vehicle is used fraudulently, given or loaned any person not authorized or listed on the contract; if a payment is declined or reversed; driven outside the permissible area (provinces/states) listed on the contract; if I provide false information, cannot be reached after reasonable attempts or violate this Agreement. Personal, medical, employment, insurance or financial circumstances do not waive or suspend my contractual obligation to return the vehicle. Upon default, Globe may terminate the rental and demand the vehicle's immediate return. Any effect of the default on CDW or other optional protection is governed by the specific terms, exclusions and conditions applicable to that protection under this Agreement, subject to applicable law. I must stop operating the vehicle and return it to the location Globe designates. Where permitted by law, Globe may peacefully recover the vehicle, and I am responsible for reasonable and documented towing, storage and recovery expenses. Globe may report the relevant facts to law-enforcement authorities, seek recovery of its property and pursue any civil or other remedy available by law. Law-enforcement authorities independently determine whether and how to intervene. Globe's delay, continued communication or acceptance of a partial payment does not waive the default.

RESPONSIBILITY FOR LOSS OR DAMAGE TO THE VEHICLE

Subject to applicable law and any protection purchased, I am responsible for loss of or damage to the vehicle during the rental (even if dropped off after hours and duration until physically checked in by our staff), all the reasonable costs of repair or replacement, towing, storage, impoundment, damage assessment, claim administration, loss of use, diminished value and replacement or programming of missing keys or equipment. Loss of use will be calculated during the reasonable repair or replacement period using the applicable rental rate and relevant repair, replacement and fleet records. Diminished value will be supported by an appraisal or recognized methodology. Globe will provide reasonable supporting documentation for amounts charged or claimed.

KILOMETER CHARGES

Globe's rates include allowance for a limited number of free kilometers. There will be a charge for kilometers driven in excess of the allowed maximum number of kilometers. The signed Rental Form will show the charge per kilometer and the number of free kilometers included in the rate. Unlimited kilometer option has a maximum limit of 4,000kms per rental agreement. Other kilometer options may be available to me at participating branches.

RENTAL PERIOD AND EXTENSIONS

The rental period and required return date, time and location are shown on the Signed Rental Form. I must return the vehicle by that deadline unless Globe approves an extension in writing. The original rental rate is not guaranteed for additional days. Increased additional-day rates may apply, particularly during high-demand periods, as disclosed on the Signed Rental Form. Globe's approval of an extension does not preserve the original rate. No extension is valid until Globe provides written approval, receives all required payments and, where required, issues a new signed Rental Form. An extension request, payment link, automated message, partial payment, verbal discussion or previous accommodation does not constitute approval. The vehicle may not be operated after the authorized rental period expires. Globe may refuse an extension at its sole discretion. No refund will be issued if I voluntarily shorten a prepaid rental.

PROHIBITED USES AND VIOLATIONS

The vehicle may not be: (a) used for hire, delivery or other commercial purposes without Globe's approval; (b) used illegally, recklessly, in a race or driven over 140 km/h for more than five minutes; (c) operated by an impaired, unlicensed or unauthorized driver; (d) overloaded or used beyond its passenger, cargo or towing capacity; (e) obtained through fraud or misrepresentation; (f) used to push or tow anything without approval; (g) driven off-road, on unsuitable roads or outside the authorized zones; (h) operated after the rental period expires or when continued driving may cause further damage; **(i) sub-rented, loaned or transferred**; or (j) used with its GPS, telematics, odometer or safety systems disabled or altered. Smoking and vaping are prohibited. Evidence of smoking, smoke or cannabis odours, ashes or pet hair is subject to a $250–$500 cleaning charge plus taxes. A serious violation may result in immediate termination and a demand for the vehicle's return. **Authorized zones:** Canada — QC, ON, NB, NS and NF. USA — NY, NJ, NH, ME, MA, RI, CT and VT. If you drive outside those authorized provinces, states and boundaries, the kilometer allowance on the rental contract will become null and void. You will be responsible for every kilometer travelled billed at $.25 until the vehicle is returned to its original rental location. An additional fee maybe imposed up to $1000 per incident.

COLLISION DAMAGE WAIVER (CDW)

If selected and paid for, CDW limits my responsibility for covered loss or damage to the amount shown on the Signed Rental Form for each incident. CDW applies only during the paid and authorized rental period and does not continue after the authorized return deadline unless Globe approves an extension in writing. CDW cannot be purchased, removed, reinstated or modified retroactively after an incident. Any change is valid only when confirmed in writing by Globe on an updated Signed Rental Form.

CDW is also void if, following any accident or hit-and-run, the Renter fails to promptly notify Globe, fails to notify the police (and obtain police report #), fails to make reasonable efforts to identify the responsible third party, or fails to provide Globe with all available information, documents and cooperation necessary to investigate the incident and preserve Globe's rights of recovery, where such failure materially prejudices Globe.

CDW does not apply to or waive responsibility for the cost of any excluded equipment (including, for example, windshield, tires, wheels and seats) damaged and/or not returned with the vehicle, or for damage to the vehicle's underbody, roof due to negligence or height-clearance limitations, or components located beneath the vehicle, including damage caused by contact with a median, curb, road debris or unsuitable road surface.

Driving on unpaved roads voids CDW benefits and I am responsible for all damages, including towing and related expenses resulting therefrom.

I understand that CDW is not insurance but a contractual limitation of responsibility subject to this Agreement. It is not mandatory, does not offer full coverage, and applies only subject to the conditions, limitations and exclusions stated in this Agreement.

PRACTICAL ASSISTANCE PACKAGE (PAP)

If I purchase optional PAP, coverage is provided to me and to any authorized driver named on the Agreement for any of the following:

Elimination of the $500.00 deductible from the basic CDW coverage;
Elimination of my responsibility for damage caused to tires, regardless of fault;
Elimination of my responsibility for damage caused to windshield, regardless of fault;
Elimination of my responsibility and the cost for towing due to an accident, regardless of fault;
Elimination of my responsibility of loss of use / revenue in case of accident;
Emergency transportation (another vehicle, taxi, train, etc.) up to $125.00 per incident (including taxes);
Emergency accommodations (hotel) up to $125.00 per incident (including taxes).
Vehicle Personal Content Damage
Vehicle Personal Content Thief

Coverage is provided for theft or damage to cover personal effects owned by any covered persons while such personal effects are in the vehicle. Covered persons include any authorized driver and any persons travelling with me for one incident. Liability limits are set to a maximum coverage of $400.00 (including taxes) per Rental Agreement. The following personal effects are not covered: automobile; boat; motorcycle parts (and their equipment or other conveyances or their accessories); household furniture; contact lenses; artificial teeth or limbs; currency, coins, deeds, bullion, stamps, securities, tickets or documents; and merchandise for sale, sample merchandise or perishables. Also not covered is any loss of or damage to personal effects caused by: mysterious disappearance; use of the vehicle in violation of the Agreement; any fraudulent, dishonest or criminal acts committed alone or in collusion with others by an uninsured person(s); corrosion, rust or temperature extremes; electrical appliances or devices of any kind; or war or nuclear explosion. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind.

ATTENTION: Any protection coverage (CDW or/and PAP) which I paid for is only valid for the duration stated on the signed Rental Form and I remain responsible for all claims beyond the time limit on the Agreement. Any protection option purchased is void and of no force or effect if, at the time of the accident or loss, the Renter or the authorized driver was impaired due to alcohol or drugs while driving the vehicle, or the vehicle was being driven by an unauthorized driver, or if the vehicle was subject to any of the "prohibited uses and violations" as described in the Rental Agreement.

LIABILITY INSURANCE

Unless contrary to municipal, provincial or federal law or otherwise provided by this Agreement, if there is no other valid and collectible insurance, whether primary, excess or contingent, available to me (or to any authorized driver while operating the vehicle) sufficient to meet minimum financial responsibility law requirements, then Globe shall provide protection against liability for bodily injury, death or property damage to the others up to the minimum financial responsibility limits required by applicable law. If coverage is provided, Globe has no duty to defend after paying the limits of such coverage. I agree that any amounts over this minimum will be covered by me or by my liability policy and I will indemnify Globe for, and hold Globe harmless, for any losses. All terms and conditions of applicable insurance policies or self-insurance qualifications are incorporated into this Agreement. There is no coverage in Mexico.

Globe's automobile liability coverage does not relieve me of my responsibilities under this Agreement, including my reporting and cooperation obligations. Subject to applicable law, I remain responsible for any loss, cost or unrecovered amount resulting from my failure to provide required information or cooperation where that failure materially prejudices Globe's or its insurer's ability to investigate, defend or recover a claim. Nothing in this paragraph limits any mandatory automobile liability coverage or the rights of a third party under applicable law.

RESPONSIBILITY FOR PROPERTY

I agree that Globe is not responsible to me, to any authorized and unauthorized operator, or to anyone else for any loss of, or damage to their personal property or mine caused by their omissions or mine and negligence, whether in whole or in part. I and any authorized operators agree to indemnify and hold Globe and its agents, employees or affiliates, harmless from any claim against Globe for loss of damage to personal property that is connected with any rental under this Agreement.

OTHER COVERAGES

Any other coverage or benefits (such as, for example, basic no-fault) are provided only if (a) required by law; and (b) there is no valid and collectible insurance available; and then only up to required minimum limits. Globe provides no coverage whatsoever to unauthorized drivers. **Subject to applicable law, any optional protection selected may be void or unavailable if, at the time of the accident or loss, the vehicle was subject to any of the "prohibited uses and violations" described in this Agreement. Nothing in this section limits any automobile liability coverage or third-party protection that must be provided under applicable law. There is no bodily injury liability coverage for claims between me and anyone residing in the same household as me.**

FUEL & REFUELING

Generally, but not always, Globe rentals come with a full tank of gas. There are three refueling options:

(1) If I do not purchase fuel from Globe at the beginning of my rental and I return the vehicle with at least as much fuel as was in it when I received it, I will not pay Globe any charges for fuel.

(2) If I do not purchase fuel from Globe at the beginning of my rental and I return the vehicle with less fuel than was in it when I received it, Globe will charge me a fuel and service charge at the applicable per-litre rate.

(3) If I choose to purchase fuel from Globe at the beginning of my rental by selecting the fuel purchase option, I will be charged as shown on the Rental Agreement for that purchase. If I choose this option, I will not incur an additional fuel and service charge, but I will not receive any credit for the fuel left in the tank at the time of return.

ROADSIDE ASSISTANCE PROTECTION (RAP) (WHERE AVAILABLE)

Globe includes 24/7 Roadside Assistance Protection, without additional charge. RAP includes towing (not related to an accident), spare tire installation lockout service, jumpstarts, and fuel delivery service for up to 5 litres. RAP services are only available in Canada and the 50 United States. RAP is void and of no force or effect if, at the time of the incident, I (or any unauthorized driver) were engaged in any of the "prohibited uses of the vehicle" described in this Agreement. For roadside assistance, call the toll free number provided on the back of the key tag.

REPORTING DAMAGES TO THE VEHICLE

1. Report

I must immediately stop operating the vehicle if continued operation could cause further damage or create a safety risk. I must report any accident, damage, theft, attempted theft, vandalism, warning light, mechanical problem, impoundment or towing must be reported to Globe as soon as safely possible and within 24 hours.

2. Document

I must also obtain a police report when required. For a hit-and-run or theft claim, I must call or visit the police station immediately and obtain a police report number. I will also be required to provide the police and the insurer with a statement under oath. If I have an accident that does not require police intervention, I will complete an accident report (found in the glove compartment) for each damage separately. This report must be completed entirely and all applicable fields must contain all required information.

3. Provide information / cooperate

The Renter shall, without delay, provide Globe with the names, addresses, telephone numbers, driver's licence information, vehicle registration, insurance information of all involved parties, witness information, photographs, videos, police or incident reports where applicable, and any other information reasonably requested by Globe. The Renter shall also fully cooperate with Globe in the investigation and recovery of any claim.

4. Meet deadline

All claims under optional products should be reported as soon as reasonably possible and, in any event, within seven (7) days of the incident or accident.

5. Consequences

Failure to do so may render the Renter responsible for any losses, damages, costs or expenses incurred by Globe, including any amount that could not reasonably be recovered from a responsible third party due to the Renter's failure to cooperate or provide the required information.

Failure to promptly report the incident or to provide the information and cooperation required under this Agreement may result in the denial of coverage under the applicable optional product only where such failure materially prejudices Globe's ability to investigate the claim or recover its losses from a responsible third party.

I may not authorize repairs, bodywork, dismantling, disposal or release of the vehicle without Globe's approval, except where emergency action is required for safety.

PROOF OF COVERAGE

The proof of coverage under any optional product is the signed Rental Form. The optional coverage abbreviation will appear on the front of the Agreement in computer-generated print, along with the daily charge and a line for the Renter's signature and initials next to each option selected. Globe will provide a copy on request.

RENTER'S INSURANCE AND CLAIMS COOPERATION

If I decline Globe's protection or rely on personal, commercial or credit-card coverage, I am responsible for confirming that it covers the vehicle category, value, rental duration, intended use, authorized drivers and territory. Globe does not verify, interpret or guarantee such coverage. Following a loss, I must immediately notify Globe and my insurer, open a claim and provide the claim number, policy and adjuster information and all requested documents. I authorize Globe to communicate directly with the insurer. Subject to applicable law, I remain responsible until Globe receives payment. An insurer's refusal, delay, deductible, exclusion or coverage limit does not transfer my responsibility to Globe. Globe's optional protection may duplicate other coverage available to me. If I decline Globe's protection and elect to rely on personal, commercial or credit-card coverage, I must first submit the claim to that insurer or coverage provider and pursue the available coverage, subject to the terms of that coverage and applicable law.

SALES TAX, GOVERNMENTAL AND OTHER CHARGES

In addition to provincial sales taxes, which vary according to taxation rules and from province to province, some governmental authorities impose surcharges, fees and additional taxes on vehicle rental transactions. The amount may be in the form of a percentage of the rental charges or a flat, fixed sum. These charges are set forth in the pre-calculation section in the Rental Agreement. Vehicle licensing and registration fee/tax, reimbursements, airport fee recoupments, tire recoupments and voucher handling fees for international tour customers may also be shown as separate charges.

PROVINCIAL LAWS, SEAT BELTS AND CHILD RESTRAINTS

Provincial laws may prohibit or modify the options offered. Any offer or description of benefits is void where prohibited by law. Provincial law may require the use of seat belts and child restraint seats.

PROMOTIONAL AND SALES BROCHURES

I should not rely on any promotional brochures, advertising literature or sales brochures that conflict with this Agreement, except to the extent any representation, advertisement or other statement is binding under applicable law.

PRIVACY

I consent to the collection, retention and use of my personal information to the extent and for the purposes described in the Rental Agreement and on this form. I consent to verifications of my driving record from the applicable provincial ministry and confirm that Globe may obtain and retain information from insurers as well. I acknowledge that Globe collects personal information about me (including GPS vehicle locators and driver record searches) for the purposes of verifying the information, assessing credit-worthiness and driver history, administering this Agreement, and to ensure that I am an authorized driver. Globe may give, share, exchange or disclose the personal information with Globe's affiliates and credit bureaus, insurers, my employers, other persons or organizations with whom Globe or I may have financial dealings, and any other person or organization as may be permitted or required by law. I hereby provide my consent to such collection, use and disclosure, both initially and on an ongoing basis. I also hereby authorize any of the persons or organizations described in the foregoing sentence to provide any information that they may have about me to Globe.

Where Globe relies on my consent for GPS-based vehicle location tracking, I may withdraw that consent in writing. If I request a vehicle for which consent-based GPS location tracking will not be used, I must submit that request in writing at least forty-eight (48) hours before pickup. Globe will make reasonable efforts to accommodate the request, subject to vehicle availability and applicable law. Withdrawal of consent does not affect any collection, use or disclosure of information that Globe may lawfully undertake without consent or that is necessary for the performance of the rental.

In the event of any discrepancy between the English and French versions of this Agreement, the interpretation required by applicable law shall prevail.

DRIVE 4 LESS™