

Alaska 4X4 Rentals Terms & Conditions

1. **Who May Drive the Vehicle:** Lessee represents that he/she is able to and will operate the leased vehicle in a safe manner and in compliance with all applicable traffic laws and is a valid licensed driver 21 years of age or older (25 years of age or older for Premiums, 12 and 15 passenger van rentals). Drivers under 25 years of age are subject to a \$25 per day charge. Lessee consents to Alaska 4X4 Rentals obtaining a motor vehicle background report on Lessee and any authorized drivers. Lessee agrees that Alaska 4X4 Rentals has the right to verify that his/her license has been validly issued and is in good standing; and that Alaska 4X4 Rentals may refuse to rent to Lessee if his/her license has been suspended, revoked or otherwise restricted in any way. Alaska 4X4 Rentals reserves the right to deny rentals based upon information provided by the Motor Vehicle Department of the jurisdiction that issued the license of any authorized driver. Except where otherwise specifically authorized by applicable law, only Lessee, his/her spouse, and/or domestic partner, if they are at least 25 years old, may drive the vehicle without an additional charge. Additional drivers may be authorized to operate the vehicle if they are at least 21 years old (25 years of age or older for Premiums, 12 and 15 passenger van rentals), have provided driver's license information and paid a charge of \$25 for each additional driver authorized to drive the vehicle.

Additional Driver Signature: _____ Date: _____ Additional Driver Signature: _____ Date: _____

2. **Taxes / Fees:** Lessee will be responsible for any State or Local Sales, Excise or concession recovery fees applicable to vehicles in this lease, specifically:

- AS 43.52.010 - State of Alaska Vehicle Rental Tax - 10% of gross rental charge
- AMC-12.45 - Municipality of Anchorage Vehicle Rental Tax - 8% of gross rental charge (only applicable to rentals within the Municipality of Anchorage)
- Concession Recovery Fee - 11.11%, on transactions originating from the Anchorage or Fairbanks International Airport
- Customer Facility and Facility Maintenance Charges \$9.25 per calendar day for transactions originating from the Anchorage International Airport and \$2.50 for transactions originating from Fairbanks International Airport All applicable taxes & fees will be calculated upon return of Equipment and will appear on the final invoice.

3. **Rental Charges:** Lessee will pay the rental rate indicated on the rental document, in increments of one day. The minimum charge is one day (24 hours). The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins. Lessee will be charged one half day for the first hour the vehicle is overdue; lessee will be charged for one full day if vehicle is overdue beyond one hour. In the event a vehicle is returned four or more hours overdue, an additional \$350 late fee will apply.

4. **Return of the Vehicle:** Lessee must return the vehicle in the same condition it was received on the date and at the time indicated on the rental document. If Lessee returns the vehicle earlier than the original date specified, Lessee will be charged for the original dates reserved. Lessee may return the vehicle after business hours using our after-hours drop; however, the rental contract will remain in effect until Alaska 4X4 Rentals re-gains possession of the vehicle the following business day. The vehicle must be returned to the same location it was rented from unless different arrangements are made in advance. If the vehicle is returned after business hours, Alaska 4x4 Rentals reserves the right to fully inspect the vehicle upon obtaining possession of the vehicle and issue any necessary charges that may apply upon said inspection. If the lessee wishes to extend the rental, lessee must contact the rental return location and speak with a representative at least 4 hours prior to the scheduled return time. Renter Initials _____

5. **Additional Charges:** Lessee is liable to pay the following rental charges, to be determined after the vehicle is returned:

- Travel to Canada - Only with prior written consent. 250 miles per day allowance, additional \$0.50 per mile over the daily allowance Smoking/Fish Smell/Pet Hair - \$300
- Excessively Dirty Vehicle - \$175
- Lost Key - \$350
- Windshield Damage - \$35/ea. Chip Repair or Windshield Replacement Cost Plus 15% Admin Fee and Loss of Use fee
- Tire Damage - 100ea. Tire Repair or Tire Replacement Cost Plus 15% Admin Fee and Loss of Use fee
- Fuel, if not returned full - \$10 /gallon (unless Lessee has prepaid for fuel at market cost)
- Parking or Traffic Violations - Violation Cost/Fine plus 15% Admin Fee

6. **Prohibited Use:** Any use of the vehicle in the following manner by Lessee or any driver will violate this Agreement. A violation of this section will automatically terminate Lessee's rental and is an exclusion to and voids all liability protection and any optional services that Lessee has accepted, including but not limited to supplemental liability insurance, personal accident coverage, personal property coverage, and collision damage waiver. It also makes Lessee liable to us for all penalties, fines, forfeitures, liens and recovery and storage costs, including all related legal expenses, fees, and costs that Alaska 4x4 Rentals may incur.

It is a violation of this Agreement if the vehicle is:

- Operated by anyone under 21 years of age (25 years of age or older for 12 and 15 passenger van rentals) or by anyone who is not listed as an additional and authorized driver on the rental agreement.
- Used to carry persons or property for hire
- Used in any race, test, or similar type contest or activity.
- Operated in a careless or negligent manner.
- Operated under the influence of alcohol or narcotics.
- Driven outside of Alaska, unless prior written consent by Alaska 4X4 Rentals has been given. g) Driven into Mexico.
- Used for any illegal purpose or in the commission of a crime, including the transportation of a controlled substance or contraband.
- Obtained from Alaska 4X4 Rentals by fraud or misrepresentation.
- Loaded or used for towing beyond its rated capacity.
- Operated with more passengers than the vehicle has seat belts for or is designed to carry.

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l) Operated while using a hand-held wireless communication device or other device that can receive or transmit telephonic communications, electronic data, mail or text messages.

Or if Lessee or an additional driver, authorized or not, do any of the following:

1) Fail to report within 24 hours any damage to or loss of the vehicle, or when Lessee learns of it and provide us with a written accident/incident report.

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- 2) Or fail to cooperate with our investigation.
 - 3) Where required by law, fail to report an accident to law enforcement within 24 hours of occurrence.
 - 4) Obtain the vehicle through fraud or misrepresentation.
 - 5) Leave the vehicle and fail to remove the keys or fail to close and lock all doors, windows and the trunk, and the vehicle is stolen or vandalized.
 - 6) Intentionally or with willful disregard cause or allow damage to the vehicle.
 - 7) Return the vehicle after-hours and the car is damaged, stolen or vandalized or the car is damaged, stolen, or vandalized because Lessee otherwise fails to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices.
7. **Restricted Use:** The leased vehicle cannot be driven off-road, driven on non-maintained road system, or driven on unmaintained trails. Lessee will use the leased vehicle on maintained road systems only with the utmost caution and care considering all conditions. Trucks only permitted on the Dalton Highway
8. **Damage:** Lessee accepts responsibility for the care and safe operation of the vehicle. Lessee will be responsible for and pay for the actual cost of repair for any damage to the vehicle, an administrative fee of 15% of the total repair costs, plus the daily rental rate for every day that the vehicle is being repaired and not available for use.
9. **Insurance:** Lessee agrees to maintain automobile insurance during the term of this rental agreement, providing Alaska 4X4 Rentals, the Lessee, and any other person using or operating the leased vehicle with the following primary coverage:
- a) Bodily injury and property damage liability coverage at least equal to statutory minimums.
 - b) Uninsured / underinsured coverage at least equal to statutory minimums, and
 - c) Comprehensive and collision damage coverage extending to the leased vehicle.

Lessee's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of Alaska. Lessee's insurance will be primary. Any insurance obtained by Alaska 4x4 Rentals is secondary to Lessee's insurance and/or any other valid and collectable insurance, whether it is primary, secondary, excess, or contingent. Lessee agrees to cooperate with Alaska 4x4 Rental's insurer if any claim is made.

10. **Collision/Damage Waiver:** Alaska 4x4 Rentals agrees to waive certain damages and loss claims against lessee, which are provide for below, in consideration of the following:
- Lessee shall pay a fee of (Choose 1 Option):
- \$39.99 per calendar day
- _____ \$49.99 per calendar day

Collision/Damage Waiver (CDW) is not insurance. If Lessee accepts and pays for the CDW and provides immediate notification in the event of an accident and the prompt submission of applicable police reports, Alaska 4x4 Rentals and Lessee agree that certain claims against Lessee will be waived for the direct physical damage to the vehicle or equipment while in use by the Lessee. Notwithstanding the foregoing the following condition are NOT COVERED under by the CDW:

- a) Any item of the vehicle or part thereof which is not returned for whatever reason, including theft.
- b) Damage resulting from improper use, failure to secure items during transportation, or overloading or exceeding the rated capacity of the vehicle or equipment.
- c) Damage to tires, tubes and wheels caused by blowout, cuts and other causes inherent in the use of vehicle or equipment.
- d) Damage to roof or any other part of the vehicle resulting from failure to observe or obey height restrictions on roadways or within parking lots or structures.
- e) Damage because of vandalism or malicious mischief or intentional abuse.
- f) Damage resulting from misuse; abuse; failure to maintain cleanliness; failure to maintain proper fuel, oil, coolant or pressure levels; lack of lubrication or other normal servicing of vehicle or equipment.
- g) All damage resulting from overturning.
- h) All damage resulting from the use of the equipment in violation of any provision of the Rental Agreement, specifically the prohibited uses as described in paragraph 6, or in violation of any law, ordinance or regulation.

Renter to Initial Option Selected: Collision/Damage Waiver Accepted _____ Declined _____

11. **Windshield Damage Waiver:** Alaska 4x4 Rentals agrees to waive certain windshield damage claims against lessee, which are provide for below, in consideration of \$15 per day added to the rental.

Windshield Damage Waiver (WDW) is not insurance. If Lessee accepts and pays for the WDW, Alaska 4x4 Rentals and Lessee agree that certain claims against Lessee will be waived for damage to the windshield while in use by Lessee. Notwithstanding the foregoing the following condition are NOT COVERED under by the WDW:

- a) Any item of the vehicle or part thereof which is not returned for whatever reason, including theft. b) Damage resulting from improper use.
- c) Damage as a result of vandalism or malicious mischief or intentional abuse.
- d) Damage resulting from misuse; abuse.
- e) All damage resulting from overturning.
- f) All damage resulting from the use of the equipment in violation of any provision of the Rental Agreement, specifically the prohibited uses as described in paragraph 6, or in violation of any law, ordinance, or regulation.

Renter to Initial Option Selected: Windshield Damage Waiver Accepted _____ Declined _____

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12. **Supplemental Liability Insurance:** Alaska 4x4 Rentals offers a supplemental liability insurance (SLI) product for renters to purchase at a rate of \$13.20 per day (SUVs and Trucks) or \$23.10 per day (Vans). If Lessee elects to purchase SLI, coverage will be provided to Lessee and any authorized driver under an automobile policy issued to Alaska 4x4 Rentals. SLI is a separate insurance policy issued to Alaska 4x4 Rentals by Empire Fire and Marine Insurance Company. If Lessee elects to accept SLI, Lessee agrees to pay an additional daily charge of \$13.20 per SUV or Truck or \$23.10 per Van. The purchase of SLI is not required to rent a car from Alaska 4x4 Rentals. Additional information is available in the brochure which will be provided with if this option is accepted.

SLI is liability insurance that applies to any applicable underlying liability coverage. Whether, at what point, and to what extent, the Lessee's own policies apply can only be determined by the Lessee checking the terms of the policies themselves as these terms frequently vary. SLI provides protection for the renter from third party automobile claims for the difference between the minimum financial responsibility limits and maximum combined single limit of liability of \$1,000,000 of rental for bodily injury, death or property damage for each accident caused by the use or operation of an Alaska 4x4 Rentals rental vehicle as permitted in this Rental Agreement. SLI does not apply to liability for bodily injury or property damage arising out of any "prohibited use of the vehicle" as described in paragraph 6 of this rental agreement or in violation of any law, ordinance, or regulation, all of which are exclusions to SLI. SLI is in addition to Lessee's own personal automobile insurance and Lessee's purchase of SLI from Alaska 4x4 Rentals does not eliminate the requirement that Lessee have and maintain automobile insurance with the limits required by this Rental Agreement.

Renter to Initial Option Selected: Supplemental Liability Insurance Accepted _____ Declined _____

If Lessee is involved in an accident, Lessee must complete an accident report and deliver it to Alaska 4x4 Rentals. Failure to complete an accident report will void any insurances or damage waivers selected. This form is available upon request or online at: www.dot.alaska.gov/stwplng/hwysafety/driverreport/ Completed forms must be emailed to reservations@alaska4x4rentals.com or mailed to Alaska 4x4 Rentals 4940 W. Int'l Airport Road, Anchorage AK, 99502.

13. **Personal Accident Coverage / Personal Property Coverage:** (PAC/PPC) is offered at the time of rental for an additional daily charge. If accepted, PAC/PPC provides Lessee and Lessee passengers with accidental death benefits, accident medical expenses benefits and ambulance expense benefits. The PAC/PPC also insures the personal effects of Lessee, authorized additional drivers or any member of the Lessee immediate family who permanently resides in the Lessee household and who is traveling with Lessee against risks of loss or damage. Benefits are payable in addition to any other insurance coverage Lessee or passengers may have. The purchase of PAC/PPC is optional and not required to rent a vehicle. The coverage provided by PAC/PPC may duplicate Lessee's existing coverage under other insurance policies. Alaska 4x4 Rentals is not qualified to evaluate the adequacy of Lessee's existing coverage; therefore, Lessee should examine his or her personal insurance policies or other sources of coverage that may duplicate the coverage provided by PAC/PPC. If Lessee elects to accept PAC/PPC, Lessee will agree to pay an additional daily charge of \$7.70 per SUV, Jeep or Truck rented OR \$14.30 per day for each 12 or 15 passenger van rented. Additional information is available in the brochure which will be provided if this option is accepted.

	<u>Personal Accident Coverage (PAC) Limits:</u>				<u>Personal Property Coverage (PPC) Limits:</u>	
	Life	Medical	Ambulance	Aggregate	Aggregate Per Rented Auto:	\$2,500
Renter	\$175,000	\$2,500	\$250	\$225,000	Limit Per Person:	\$750
Passenger	\$17,500	\$2,500	\$250	Included		

Renter to Initial Option Selected: Personal Accident/Personal Property Coverage Accepted _____ Declined _____

14. **Indemnification:** Lessee hereby WAIVES, RELEASES, AND DISCHARGES Alaska 4x4 Rentals, and agrees to defend, indemnify, and hold Alaska 4x4 Rentals from and against:

- a) Any loss, damage, or destruction of any personal belongings left in the vehicle.
- b) Any costs associated with towing or flat tire repair.
- c) All claims, suits actions, damages, liabilities, fines, penalties, losses and expenses, including attorneys' fees, for
 - Loss or destruction of, or damage to any property belonging to Lessee, Lessor, or any other person or entity, or
 - Death, Personal Injury, Dismemberment, or Injury that arises out of or relates to Lessee's actions or inactions, and/or operation of or lease or the leased vehicle, including, but not limited to, the use, operation, parking, loading, unloading, hauling of trailers or other equipment, or any other activity associated with the leased vehicle.

Alaska 4x4 Rentals shall have the right to select counsel in the defense of any action in which it or any of its employees is made a defendant.

15. **Entire Agreement:** This rental contract shall be governed by and interpreted pursuant to the laws of Alaska, without reference to choose of law provisions. This rental contract constitutes the entire agreement between the parties concerning the subject matter hereof. All prior agreements, presentations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter of this Lease are superseded and replaced by the provisions of this contract.

Signature _____

Date _____

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