

RENTAL TERMS AND CONDITIONS

1. These terms and conditions, the rental document signed by you, and a return record with computed rental charges together constitute the rental agreement between yourself and Havre Auto Rental.

2. You rent from us the car described on the rental document, which rental is solely a bailment for mutual benefit. You agree to the terms below and on the Rental Document Jacket provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You", and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to Havre Auto Rental. You also agree that you are not our agent for any purpose; and that you cannot assign or transfer your obligations.

3. **Changes.** Any change in this rental agreement or our rights must be in writing and signed by an authorized Havre Auto Rental officer.

4. **Meaning of "Car".** The word "car" in this agreement means the vehicle rented or its replacement, and includes tires, tools, equipment, accessories, plates, and documents, unless otherwise explicitly specified in this rental agreement.

5. **Who May Drive the Car.** You represent that you are a capable and validly licensed driver. You agree that we have the right to verify that your license has been validly issued and is in good standing; and that we may refuse to rent to you if your license has been suspended, revoked or otherwise restricted in any way. We reserve the right to deny rentals upon information provided by the Motor Vehicle Department of the jurisdiction that issued your license or any other reliable source in business of validating identity. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car, but only with your prior permission. The other driver must be at least 21 years old and must be a capable and validly licensed driver. There may be a charge for each additional driver authorized to drive the car, which charge is specified on the rental document.

6. **Return of the Car.** You must return the car in the same condition you received it, ordinary wear and tear excepted, on the date and at the time indicated on the rental document. You must return it sooner on our demand. If you return, it earlier or later, a different or higher rate may apply and, if returned later, you may be charged a late return fee. You may return the car at a time when we are closed. If you do, your responsibility for damage to or loss of the car will continue and all charges stated on the rental document as a periodic rate will continue to accrue until the return location reopens and we retake actual possession of the car. If we do not find the car when that location reopens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered. If you wish to extend any rental, you must contact us a 406-265-1156 to request it before your return date. We may or may not grant an extension or grant it for the entire period you request, in our sole discretion. If we do grant an extension, a different or higher rate may be applied to the extension period and a service fee may apply.

7. **Where You'll Return the Car.** The car must be returned to the agreed return location as specified on the rental document. If return is indicated to a location other than the location where your rental commences, you may have to pay

a "one way service fee". If you return the car to a different location from the agreed return location without our permission, you agree to pay the "unauthorized return location fee" specified by us.

8. **Rental Charges.** You will pay for the number of miles you drive and the period of time you rent the car at the rate indicated on the rental document. The minimum charge is one day (24 hours), unless "calendar day" is indicated on the rental document, plus mileage, or a fixed fee. We will determine the miles by reading the factory-installed odometer. The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins or, if a calendar day is specified on the rental document, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental commences. If you fail to comply with any conditions for special rates specified on the rental document, our otherwise applicable rates will be charged. You will pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, and vehicle license recovery fees, other fees and surcharges. 1) You will also pay a reasonable fee for cleaning the car's interior upon return for excessive stains, trash, dirt, soilage or odors attributable to your use. 2) If key(s) are not returned with the vehicle, you may be charged an additional fee. 3) We maintain a non-smoking fleet. You will pay an additional charge if you or any passenger smokes in the car or near the car. 4) Pets must be pre-approved before renting vehicle; all pets must travel inside a crate. If we deem that the car needs special, cleaning due to pet hair in vehicle you will be responsible for all cleaning fees. You and any third party, to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so.

9. **Taxes.** You will also pay all applicable taxes as well as any additional charges provided on the rental agreement, which are over and above the base rental rate. These may be surcharges and or recovery fees to recover certain costs.

10. **Card Reserve.** You acknowledge that you have been informed that if you use a charge card your credit, up to an amount of the estimated total charges due under this Agreement, as indicated on the rental document, based on your representation about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or if you are authorized to use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under this Agreement, based on your representation about this rental, as indicated on the rental document or the deposit amount indicated on signs at the location at which you rent at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

11. **Repossessing the Car.** We can repossess the car at any time in our sole discretion for reasons that include, but are not limited to the following: it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. You agree that we need not

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notify you in advance. If the car is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the car. You agree that such cost will be charged to the card you used to rent the car.

12. **Loss Damage Waiver.** Loss Damage Waiver (LDW) is not insurance and not mandatory. If you accept full LDW by your initials on the rental document at the additional daily rate, for each full or partial day that the car is rented to you, and the car is operated in accordance with this agreement, we assume all loss or damage to the car except, if permitted by law, for lost, damaged or stolen keys or remote entry devices, towing or the tire service unless related to an accident, or recovery of the car if stolen, (except in the state of Alaska), and except for your amount of "responsibility," if any, specified on the rental document. If you do not accept LDW, you owe for all loss or damage to the car. Loss and damage agree described in the following paragraph. You acknowledge you have been advised that your own insurance may cover loss or damage to the car. You also acknowledge reading the notice on loss damage shown on the rental document, or the end of these terms, or in separate notice form.

13. **Damage/Loss to the Car.** If you do not accept LDW, or if the car is lost or damaged as a direct or indirect result of violation of paragraph 14, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or other such insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and assign of your benefits directly to us to recover all consequential and incidental damages including but not limited to the repairs of the vehicle plus diminished value of the fair market retail value of the car (less salvage value plus costs incurred in the salvage sale), and all loss of use, towing, storage and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. If the law of a jurisdiction covering this rental required conditions on LDW that are different than the terms of this agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired, we will reimburse you for those repairs only if you give us the repair receipt.

14. **Prohibited Use of the Car.** Certain uses of the car and other things you or a driver may do, or fail to do, will violate this agreement. **A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL, AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL PRODUCTS SERVICES THAT YOU**

HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO THE LOSS DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL THE PENALTIES, FINES, FOREITURES, LIENS, RECOVERY, STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES, AND COSTS THAT WE MAY INCURE.

It is a violation of this paragraph if:

- A. You use or permit the car to be used: 1) by anyone other than an authorized driver as defined in paragraph 5; 2) to carry passengers or property for hire; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol or controlled substance; 6) for conduct that could properly be charged as a felony or misdemeanor, including the transportation of controlled substance or contraband; 7) recklessly or while overloaded; 8) if the car is driven into Mexico or Canada without our expressed permission or
- B. You or and additional driver, authorized or not: 1) fail to promptly report any damage to or loss of the car when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate fully with our investigation; 2) Where required by law, failed to report an accident to law enforcement; 3) obtain the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; 5) intentionally or with willfull disregard cause or allow damage to the car, or 6) return the car after hours and the car is damaged, stolen or vandalized.
- C. Driving or operating this car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands free mode shall be deemed a breach of this contract.

15. **Fuel Service Charge.** Most rentals come with a full tank of fuel. You may avoid a fuel service charge if you return the car with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase. If you return the car with less fuel than was in it when you received it, we will charge you a fuel service charge at the per-gallon rate specified on the rental document. The per-gallon rate is used if you buy fuel during the rental and provide us with a receipt on our request, but the tank is not as full when you return the car as when you received the car (by using the factory installed gauge, rounded down to the nearest 1/8 tank), times the per-gallon rate shown on the rental document.

16. **Fines, Expenses, Costs and Administrative Fees.** You will pay all fines, penalties and court costs for parking traffic, toll and other violations, including storage liens and charges. You will also pay a reasonable administrative fee with respect to any violation of this agreement, such as for repossessing or recovering the car for any reason.

You agree we may, in our sole discretion, pay all tickets, citations, fines and penalties on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee. You agree and acknowledge that we cooperate with all federal, state, municipal and local officials charged with enforcing these infractions to provide any information necessary as the may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding your rental to our processing services, to our agent for the purpose of processing and billing you for any tickets, citations fines and penalties incurred by you or

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assessed against us or the vehicle during your rental plus a reasonable administrative fee not to exceed \$50 per violation. You authorize our agent to bill you directly to the credit card you used to rent the vehicle. You authorize our agent to contact you directly regarding any tickets, citations, fines and penalties incurred by your or assessed against us or to our vehicle while the vehicle was rented to you.

In the event we use a third party collection and or administrative agent to resolve any tickets, citations, fines and penalties you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

You agree to indemnify and hold us and our credit processing services harmless for any tickets, citations, fines, penalties and administrative fees.

17. **Liability Protection.** Anyone driving the car who is permitted to drive it by this agreement will be protected against liability for causing bodily injury and death to others or damaging the property of someone other than the authorize driver and/or the renter up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where the law extends this protection to a non-permitted driver, the same limits will apply. **Except where required by law to be primary or excess any protection by us shall be secondary to, and not in excess of, any applicable insurance available to you, and any other driver, from any other source, whether primary excess, secondary or contingent in any way.** If this protection is extended by operation of law to anyone not permitted by this agreement to drive the car, or to any person or instance where coverage is not intended to be afforded by this agreement, the financial responsibility limits of the jurisdiction in which the accident occurs will apply. You agree that we can provide coverage under a certificate of self-insurance or an insurance policy, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand that unless required by applicable law, we will not provide **(a)** coverage for fines, penalties, punitive or exemplary damages; **(b)** coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family members related by blood, marriage or adoption residing with you or them; or the drivers family, or to a fellow employee arising out of or in the course of employment; **(c)** defense against any claim, unless we are required to provide primary protection, but in such event not after the applicable limits of protection that we furnish are tendered; **(d)** supplementary no fault, noncompulsory uninsured or underinsured motorist coverage, and any other optional or reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits shall be the minimum required under applicable statute. Where permitted by law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with this agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages. There is no coverage in Mexico, and the car may not be taken into Mexico under any circumstances, unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

18. **Indemnification and Waiver.** You shall defend, indemnify, and hold parent, our affiliated companies and us harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the car by you or any person, including claims of, or liabilities to third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. You waive any claim against us for incidental, special or consequential damages in connection with the rental. If the rental takes place at the location operated by Havre Auto Rental and a claim relating to this transaction is made against Havre Auto Rental, or its affiliates, that alleges unfair, deceptive or unconscionable conduct that renting Havre Auto Rental agrees to indemnify and hold Havre Auto Rental, and its affiliates, harmless from and against such claim, including the related costs and expenses.

19. **Property in the Car.** We are not responsible for loss of or damage to any property in or on the car, in any service vehicle, on our premises, or received or handled by us, regardless of who is at fault. You will be responsible to us for claims by other for loss or damage.

20. **Currency Conversion.** If you use a credit or charge card that is issued by a financial institution outside of the United States and your charges are billed to us in a currency other than U.S. Dollars, the full amount of your charges will be converted to the card account's billing currency by us unless you have instructed us not to perform the conversion process on your personal account profile or submitted a written request in advance to have the currency conversion performed by your card issuer. Our conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge no higher than 3% applied to all amounts relating to this transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure thereof.

21. **Error in Rental Charges.** The charges shown on the return record are not final and are subject to review. You will pay any undercharges and you will receive a refund for any overcharges we discover on review.

22. **Collections.** If you do not pay all amounts due to us under this agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle including, without limitation, payment for loss of damage to the car, rental charges, parking, red light, and traffic fines and penalties, toll charges, towing, storage and impoundment fee, we will take the following actions: a) You agree to pay a late charge of 1 & ½% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). B) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment any past due Charges or Costs and us. You also agree that our collection agent or we may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Document, or in any customer profile, as the place to send any demands or collection notices.

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C) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit or debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

23. Arbitration. Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration or in a small claims proceeding), you and Havre Auto Rental agree that we shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against Havre Auto Rental, you must send written notice of the claim to Attention: Havre Auto Rental, P.O. Box 2070, Havre, MT 59501. If Havre Auto Rental is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

Dispute Resolution: Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and Havre Auto Rental arising out of, relating to or in connection with your rental of a vehicle from Havre Auto Rental and these rental terms and conditions shall be exclusively settled through binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules for commercial arbitration. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. YOU AND HAVRE AUTO RENTAL AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Notwithstanding any provision in these terms to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, however, neither you nor we are entitled to arbitration. If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Havre Auto Rental will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in these Rental Terms and Conditions to the contrary, we agree that if Havre Auto Rental seeks to delete or materially modify the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) that you had already provided notice of to Havre Auto Rental. Information on AAA, its rules and procedures, and how to file an arbitration claim can be found by contacting AAA at 800-778-7879 or on its website at <http://www.adr.org>.

Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a vehicle related to your Havre Auto Rental, are exempt from the foregoing dispute resolution provision.

24. Onstar and Satellite Radio. You acknowledge that the car may be equipped with the OnStar System, which provides emergency and other services. You expressly authorize all of those services. You acknowledge that you understand that OnStar requires the car's electrical system and equipment, cellular service and satellite technologies to be available and operating for OnStar to function properly. Not all OnStar services are available on all cars. Onstar acts as a link to existing emergency and other service providers. Service are limited by, and neither OnStar nor Havre Auto Rental is liable for, conditions or services outside their control. Any information (e.g. navigational route support) provided through OnStar is on an "as is" basis. OnStar, its service providers and Havre Auto Rental will not be liable to you or any user of OnStar in connection with the use of such information. You understand and agree that OnStar may provide law enforcement with all necessary information to enable law enforcement to locate the car, if you fail to return the car when and where required under this agreement. You agree to release and hold us, and the OnStar services providers, harmless and any OnStar system failures. You also agree to limit claims against OnStar for damage for any damages for any losses under any theory to the pro rata portion of the rate for use of the car for one day. If your rental vehicle has active OnStar equipment, you understand that your use of the vehicle is subject to the OnStar Terms and Conditions and Privacy Statement, a current copy of which is available at www.onstar.com, including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to OnStar's collection, use and sharing of information about you and the vehicle, and the application of other relevant provisions including responsibilities you have when using OnStar services. Further details regarding the OnStar Terms and Conditions and Privacy Statement are available at OnStar.com. By proceeding to rent the vehicle and sign this contract, you authorize the provision of OnStar services in accordance with the OnStar Terms and Conditions and Privacy Statement and agree to be bound by the OnStar Terms, Conditions, and Privacy Statement. Not every vehicle is equipped with OnStar and or Satellite Radio Renters shall not activate any service and in the event that a renter does activate in violation of this provision, the renter agrees to be completely responsible for the annual subscription fee(s). Some vehicles in our fleet may have that On Star and or Satellite Radio equipment however, such equipment may not be active. Unless you are advised that you have a car, with Onstar and or Satellite Radio you will not have access to the systems and you should not rely upon them to take steps to activate them.

25. Use of GPS Tracking Devices. We use GPS tracking devices to track or locate cars which may be reported stolen, suspected of being stolen or as may be required by law enforcement, or to identify vehicles which have been damaged and may require roadside assistance, when we a good faith belief that there is an emergency that poses a threat to the safety to you or another person, or as necessary to defend protect or enforce our rights in connection with the use of our products and/or services. In addition, if equipped and where permitted by law, the GPS device in the car, in connection with your smart phone, may also be used to process the rental including when your rental may start, when it may end, the fuel levels in the car and the mileage on the car.