

# Worldwide

## Terms and Conditions

### *This is the fine print*

*It has always been a requirement that, when you rent a car from Avis, you should have a copy of the **Terms and Conditions** of rental. That's why you are given them every time you rent an Avis car.*

*As an Avis Preferred renter you are about to **do away with signing** paperwork forever. But you should still acquaint yourself with the Terms and Conditions – then simply complete the enrolment form.*

*Giving us your details in advance **eliminates** all **paperwork** and means that waiting in queues will be a thing of the past.*

*Terms and Conditions valid at time of print (version 281004).  
Subject to change without notice.*

# *These Terms and Conditions cover rentals worldwide. It is important you read the following acknowledgments and waivers applying to rentals in the countries indicated below before making your first rental.*

## *European Terms and Conditions*

- 1 (a) On acceptance by Avis of Customer's application for enrolment in Avis Preferred service ("Enrolment Form") these Terms and Conditions shall apply to Customer's membership of Avis Preferred service.
- (b) For the purposes of each rental made using Avis Preferred service, the Customer shall be treated as having entered into a rental contract with Avis for rental of the vehicle (the "Vehicle") on these Terms and Conditions. In order to qualify for the Avis Preferred service the Customer shall make a reservation for rental of a Vehicle at least 24 hours prior to the time of rental and shall at the time of reservation confirm that the rental will be an Avis Preferred service rental. A rental contract will be made at the time when Avis accepts such booking by issuing a reservation confirmation number and such rental contract shall be subject to these Terms and Conditions ("Preferred Service Rental Agreement").
- (c) Each Preferred Service Rental Agreement shall be governed and construed in accordance with the laws of the country in which the rental originates and Avis and the Customer hereby submit to the exclusive jurisdiction of the courts of that country for the purpose of enforcing any claims arising from such Preferred Service Rental Agreement. If any provisions of these Terms and Conditions are prohibited by the law of a jurisdiction thus covering a rental, or are held to be unenforceable, such provisions shall be of no effect in that jurisdiction but in other respects the Terms and Conditions will continue in force.
- (d) For the purposes of acceptance of the Enrolment Form and these Terms and Conditions, in Clauses 3, 4, 15, 16, 17 and 18 references to "Avis" shall mean the Avis company or licensee named in the Enrolment Form and "Customer" shall mean the customer named in the Enrolment Form.
- (e) For the purposes of Preferred Service Rental Agreements made using Avis Preferred service pursuant to these Terms and Conditions, "Avis" shall mean the Avis licensee situated in the country in which the rental originates ("Avis Licensee") (unless the provisions of Clause 1(f) hereof apply) and "Customer" shall mean the customer named in the Enrolment Form.
- (f) For the purposes of Preferred Service Rental Agreements made using Avis Preferred service pursuant to these Terms and Conditions and pursuant to a corporate rate agreement entered into by Customer's employer, "Avis" shall mean B2B Leasing B.V., except when used in Clause 9, for rentals in any of the following countries: Austria, Belgium, Denmark, France, Germany, Greece, Italy, Luxembourg, the Netherlands, Spain, Sweden and the United Kingdom and "Customer" shall mean the customer named in the Enrolment Form.
- (g) When the contracting entity is B2B Leasing B.V. in accordance with Clause 1(f) above, a Preferred Service Rental Agreement shall be concluded in the Netherlands at the time when Avis accepts the Customer's booking and issues a reservation confirmation number in accordance with Clause 1(a) above.
- 2 At the commencement of each rental the Customer will be required to show his/her current driving licence to an employee of the Avis Licensee prior to leaving the rental premises. In the event that the Customer is unable to comply with this requirement, the Preferred Service Rental Agreement shall be automatically terminated forthwith. At the conclusion of each rental the Customer will be provided with a statement of charges detailing the charges made in accordance with Clause 7 below.
- 3 The Customer accepts that Avis shall have the right to vary these Terms and Conditions from time to time on written notice to the Customer who unless he shall have given Avis written notice to the contrary within thirty days of notice from Avis shall be deemed to have accepted such variation in respect of all rentals after such notice has been given by Avis.
- 4 The Customer's signature on the Enrolment Form constitutes authority for Avis to compute and debit the final total charges for each rental against the Customer's account with the specified card issuing organisation. The rate of exchange used on any currency conversion shall be conclusively determined by Avis.
- 5 (a) In removing the Vehicle from the rental premises the Customer acknowledges and it is agreed that the Customer received the Vehicle in good order and will return the same together with all keys, tyres, tools, car documents, accessories and equipment in the same condition (ordinary wear and tear excepted but excepting undue wear and tear by reason of abuse), to the agreed return location on the agreed date, unless the Customer requests and Avis agrees to an extension, or sooner upon demand of Avis.
- (b) In the event of the Customer having requested collection of the Vehicle, the Customer's liability for collision damage and theft shall (subject to any waiver thereof being applicable) extend to midday of the first working day following the requested collection time (working day is defined as Monday to Friday, 8 am to 6 pm).
- 6 During the term of the rental the Customer shall be the legal custodian of the Vehicle and the Vehicle shall not be operated:
  - (a) to transport goods in violation of customs regulations or any other applicable regulations or in any other illegal manner, or to transport any dangerous, harmful, flammable, explosive or noxious substances of any description, or goods which are in any way likely to damage the Vehicle;
  - (b) to carry passengers or property for any consideration express or implied;
  - (c) to propel or tow any vehicle or trailer without the consent of Avis;
  - (d) in motor sport events (including racing, pacemaking, rallying, reliability trials and speed testing);
  - (e) by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by applicable laws and regulations;

- (f) by any person other than:
  - (i) the Customer or any person(s) nominated or employed by the Customer who is approved by Avis at the time of rental, is at least 23 years of age (or such other age limit stated on Avis's tariff for the type of vehicle rented), is duly qualified and holds and has held a current valid full driving licence for at least one year, or
  - (ii) in the case of breakdown or accident, a motor vehicle repairer provided that he is duly qualified and licensed;
- (g) outside of the country in which the location it is collected from is situated without the express agreement of Avis.

7 The Customer agrees that he shall be personally liable to pay Avis on demand:

- (a) a mileage charge computed at the rate specified on the completed statement of charges for the mileage covered by the Vehicle until the Vehicle is returned (the number of miles over which the Vehicle is operated shall be determined by reading the odometer installed by the manufacturer; if the odometer fails the mileage charge shall be calculated from the road map distance of the journey travelled):
  - (i) where the rental is of cellular telephone equipment, the unit charge (shown as mileage) computed at the rate specified on the completed statement of charges (the number of units used shall be determined by reading the cellular telephone meter; if the meter fails the usage shall be determined by reference to the airline supplier records);
- (b) Collision Damage Waiver (if any), Personal Accident Insurance (if any), Theft Protection (if any) and miscellaneous charges at the rate specified on the completed statement of charges;
- (c) the airport surcharge, if any, as specified on the completed statement of charges;
- (d) the Additional Driver's Charge, if any, as specified on the completed statement of charges;
- (e) the additional fee for one-way rental service, if any, as specified on the completed statement of charges, if the Vehicle is left elsewhere than at the agreed return location without Avis's written consent a fee per mile, as determined by Avis from time to time, from the renting location to the location where it is left;
- (f) all fines and court costs for parking, traffic or other violations assessed against the Vehicle, the Customer, other driver or Avis until the Vehicle is returned, except where caused through fault of Avis;
- (g) Avis's costs for cleaning the interior of the Vehicle upon return for excessive stains, dirt or soilage attributable to the Customer's use of the Vehicle during the rental period;
- (h) Avis's costs, including reasonable legal fees where permitted by law, incurred collecting payment due from the Customer hereunder;
- (i) Avis's costs of repairing damage howsoever caused to the actual Vehicle or any accessories supplied, irrespective of the group of vehicle requested, plus loss of revenue at the daily rate shown on the completed statement of charges based on Avis's loss of use of the Vehicle; Avis's cost of replacing the Vehicle in the event of theft. However if the Customer complies with all the provisions of these Terms and Conditions, the Customer's liability for such costs shall (subject to Clause 8 below):
  - (i) not exceed the responsibility amount as shown in the completed statement of charges for each occurrence; and
  - (ii) be limited to the non-waivable excess, if any, for each occurrence in respect of theft of all or part of the Vehicle if the Customer has purchased in advance Theft Protection as evidenced by the indication in the "accept" space on the Enrolment Form;
  - (iii) be limited to the non-waivable excess, if any, for each occurrence in

respect of damage if the Customer has purchased in advance Collision Damage Waiver as evidenced by the indication in the "accept" space on the Enrolment Form. Notwithstanding the foregoing provisions or any other terms of these Terms and Conditions the Customer's liability shall not be limited in the instances where Avis suffers loss by reason of its insurance policy being invalidated as a result of the Customer's acts or failures to act;

- (j) refuelling service charge in respect of fuel consumed during rental as operated by Avis at the date of rental; and
  - (k) Value Added Tax and all other taxes (if any) payable on the aforesaid items.
- 8 These Terms and Conditions, to the extent that the same are relevant, apply to the rental of cellular telephone equipment with or without a Vehicle. The Customer agrees that he shall be personally liable to pay Avis on demand Avis's cost (together with any applicable Value Added Tax or other taxes) of repairing damage or the replacement value in the event of loss or theft of portable cellular telephone equipment. However if the Customer complies with all the provisions of these Terms and Conditions the Customer's liability for such costs shall be limited to £250 sterling (or its equivalent on the date of rental in the currency of the country in which the Vehicle was supplied to the Customer) per occurrence.
- 9 It is agreed that the Customer and any authorised user, as described in Clause 6 above, participate as an insured under an automobile insurance policy, a copy of which is available for inspection by the Customer at the headquarters office of Avis. The Customer is bound by and agrees to the terms and conditions thereof.
- The Customer agrees further to protect the interests of Avis and its insurance company in case of loss or damage to the Vehicle by:
- (a) obtaining names and addresses of parties involved, and of witnesses;
  - (b) not admitting liability or guilt or giving money to any person or persons involved;
  - (c) not abandoning the Vehicle without adequate provision for safeguarding and securing the same;
  - (d) calling nearest Avis station by telephone (transfer charge) even in case of slight damage; further completing Avis's accident report form within 24 hours;
  - (e) notifying the police immediately if another party's guilt has to be ascertained or if any person is injured, and delivering to Avis a copy of any police accident report form as soon as the same is available;
  - (f) ensuring that the Vehicle is always locked when unattended.
- 10 The Customer acknowledges that he has read and understands the summary at the end of these Terms and Conditions relating to optional insurance coverages and that he may elect to choose any of the optional insurance coverages by so indicating on the Enrolment Form. The choice made by the Customer on the Enrolment Form shall apply to all rentals pursuant to a Preferred Service Rental Agreement.
- 11 The Customer hereby releases and indemnifies Avis from and against any liability for loss or for damage to any property (including costs relating thereto) left, stored or transported by the Customer or any other person in or upon the Vehicle before or after return of the Vehicle to Avis.
- 12 (a) Avis whilst taking all precautions and using its best efforts to prevent such happening shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle, telephone or cellular network system, or any consequential or indirect loss or damage.
- (b) Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit Avis's liability to the Customer for (i) fraud, (ii) death or personal injury caused by its negligence or (iii) any liability

to the extent the same may not be excluded or limited as a matter of law.

- 13 The Customer represents and warrants that the information provided by him on the Enrolment Form is true, accurate and complete and that in the event that any such information is not true, accurate or complete in any respect Avis shall have the right to immediately terminate any Preferred Service Rental Agreement and the Customer's enrolment in the Avis Preferred service with or without notice.
- 14 The Customer undertakes to notify Avis in writing of any change in address, driver's licence number and expiration date or the status of driver's licence due to suspension, revocation or restriction of driving abilities, employer and business address, credit card identification or other information provided on the Enrolment Form. The Customer further agrees to indemnify and hold Avis harmless from any loss, liability or expense arising out of any failure to so notify Avis or which results from non-disclosure by the Customer of a change in any of the information previously provided.
- 15 (a) Avis maintains a record of the personal information on the form overleaf to assist in the operation of our business. We operate as part of the Avis Rent A Car System and from time to time we may share the information provided with other companies (located inside and outside Europe) which operate the Avis Rent A Car System and with other companies within the Avis Europe Group. Customer is welcome to see the information held about him/her at any time and to make any necessary amendments to keep the information up to date by contacting Avis Customer Services.
- (b) Avis maintains a database of Customer's details and may from time to time contact Customer with details of Avis services and offers of other companies which Avis believes may be of interest.
- 16 It is agreed that Avis shall not be deemed to waive any rights under these Terms and Conditions or to accept any alteration or addition hereto except in writing signed by an officer of Avis or its authorised representative.
- 17 Each party shall have the right at its discretion to terminate the Customer's membership of the Avis Preferred service at any time upon written notice to the other which will be mailed to the relevant address on the Enrolment Form or such other address as may subsequently have been notified. In the event of any breach by the Customer of any of these Terms and Conditions Avis may immediately terminate any Preferred Service Rental Agreement without notice, repossess the Vehicle and for such purpose may enter upon premises where the Vehicle may be and remove the same and the Customer shall be responsible for and indemnify Avis against all actions, claims, costs and damages consequent upon or arising from such repossession and removal.
- 18 The locations where Avis Preferred service is available may change from time to time without notice and the Customer may be informed of the specific Avis locations participating in the programme by requesting this information from a reservation agent at the time of reservation. The Customer will be required to follow standard Avis rental procedures at locations not offering Avis Preferred service at the time of rental.
- 19 The Customer has a right to withdraw from any Preferred Service Rental Agreement at any time without incurring any fees.
- 20 Notwithstanding anything to the contrary appearing elsewhere in these Terms and Conditions the following provisions shall apply to any rentals from Avis locations situated in the following jurisdictions:

## Austria

- 1 If a Vehicle rented from any Avis location has no Austrian licence plate number the Customer shall, in order to comply with customs regulations, not give custody of the Vehicle to any other person in Austria. If a Vehicle rented in Austria has no Austrian licence plate number and the Customer has no domicile in Austria, the Customer shall leave Austria with the Vehicle within four days of the commencement of the rental.

- 2 The Customer hereby submits to the extent legally permitted for all disputes against any Avis company or licensee situated in Austria which arise out of these Terms and Conditions or any Preferred Service Rental Agreement to the exclusive jurisdiction of the court locally competent for the first district of Vienna.
- 3 The following shall be added to the end of Clause 12(a): "...unless caused by Avis intentionally or through gross negligence."

## Germany

Clause 12 shall be replaced with the following:

- 12 (a) Subject to the provisions in Clause 12(b), Avis' statutory liability for damages shall be limited as follows:
  - (i) Avis' strict liability for defects in the Vehicle, telephone or cellular network which are in existence at the time of entering into a Preferred Service Rental Agreement (cf. section 536a para. 1, 1. alt. of the German Civil Code – "BGB") is excluded, unless
    - such defect affects the material contractual obligations of Avis and the Customer could reasonably rely on the absence of such defect; or
    - Avis has fraudulently concealed such defect.
  - (ii) Avis shall only be liable up to the amount of the typically foreseeable damages at the time of entering into the Preferred Service Rental Agreement for damages caused by a negligent breach of material contractual obligations;
  - (iii) Avis shall not be liable for damages caused by a negligent breach of non-material contractual obligations.
- (b) The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for culpably caused personal injuries.
- (c) The Customer shall take all reasonable measures to mitigate damages.

## Netherlands

Clause 12(a) shall be amended as follows:

- 12 (a) Avis whilst taking all precautions and using its best efforts to prevent such happening shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle, telephone or cellular network system, including, but not limited to, loss of profit, data, income, business, revenue or goodwill, costs, expenses or other claims or any damage or injury of any kind.

## Republic of Ireland

- 1 Section 39 of the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act") is hereby excluded with respect to the supply of any service by Avis to the Customer.
- 2 The contractual rights which the Customer enjoys by virtue of Section 39 of the 1980 Act are in no way prejudiced by anything contained in these Terms and Conditions save to the extent permitted by law.
- 3 Nothing in these Terms and Conditions is intended to nor shall be interpreted so as to restrict or exclude in any manner whatsoever the rights which the Customer, if dealing as a consumer, enjoys by virtue of Sections 13, 27, 28, 29 or 38 of the 1980 Act.

## South Africa and Namibia

- 1 In accordance with Section 118 of the Road Traffic Act no 29 of 1989 the Customer must report any accident to the Police within 24 hours of its occurrence.
- 2 Customer acknowledges that in respect of a Vehicle rented in South Africa or Namibia his liability as stipulated in Clause 7(a)(i) shall not be limited in those specified additional circumstances, details of which are available at any Avis renting location situated in South Africa or Namibia.

## Sweden

Clause 12(b)(iii) shall be amended to read:

- 12 (b) (iii) any other damage caused by Avis intentionally or through gross negligence.

## Switzerland

For the evaluation of any disputes which arise out of these Terms and Conditions or any Preferred Service Rental Agreement in Switzerland, the customer expressly declares that he accepts the place of jurisdiction in Bulach/Switzerland.

## United Kingdom

- 1 That the Customer shall be liable as owner of the Vehicle in respect of:
  - (a) any fixed penalty offence (which may be committed with respect to that vehicle) under the Traffic Acts; and
  - (b) any excess charge which may be incurred in pursuance of an order under Section 45 and 46 of the Road Traffic Regulation Act 1984 (Parking on highways for payment).
- 2 Where the Customer declines optional coverages on the Enrolment Form then, notwithstanding anything to the contrary in these Terms and Conditions, the following provisions shall apply; the Customer shall:
  - (i) insure the Vehicle (including any additional or replacement vehicle which may be provided under the Preferred Service Rental Agreement) on a comprehensive basis with a first-class insurance company approved by Avis in the full replacement value thereof to Avis;
  - (ii) maintain such insurance throughout the duration of a Preferred Service Rental Agreement and any extension thereof and ensure that Avis' name is endorsed on the policy as the owner of the Vehicle;
  - (iii) comply with the terms and conditions of the insurance policy and pay to Avis any excess in the event of a claim;
  - (iv) call nearest Avis station by telephone (transfer charge) even in case of slight damage; further complete Avis' incident report within 24 hours;
  - (v) in the event of any exclusion under the policy, or the insurers withholding or refusing indemnity, indemnify Avis in respect of all loss or damage to the Vehicle and all claims from third parties which may arise;
  - (vi) not effect repairs or modifications to the Vehicle. Avis shall have the sole right and responsibility to repair damage to the Vehicle;
  - (vii) if any claim is made against the insurers, allow Avis to conduct any negotiations and effect any settlement with insurers and agree to abide by any settlement or arrangement with the insurers by Avis. Any monies payable by the insurers shall be paid to Avis or as Avis shall direct;
- 3 Clause 7(a)(i) of the Terms and Conditions is not applicable and is deleted.

## Summary of Optional Coverages

### Collision Damage Waiver (CDW)

Acceptance of CDW (or the inclusion of CDW within the contracted rate) removes the Customer's liability to pay for collision damage to the Vehicle and for damage to the Vehicle caused by vandalism but the Customer will be liable to pay the amount of any excess applied from time to time. The amount of the excess varies by country, product and Vehicle group and may be subject to change. The current details for each rental may be requested at the time of making a reservation under the Avis Preferred service. In the event of a successful third party claim by Avis, any excess amount collected from the customer will be refunded. Customers who do not accept CDW are responsible up to the maximum of the responsibility amount applicable to each rental for the cost of repairing damage to the Vehicle caused by collision or vandalism. These costs may include parts, labour, towing and storage costs, a daily fee for Avis's loss of use of the Vehicle and an administration fee.

### Theft Protection (TP)

Acceptance of TP relieves the Customer of liability for payment in the event of theft of all or part of the Vehicle, but the Customer will be liable to pay the amount of any excess applied from time to time. In the event of a successful third party claim, any excess amount collected from the Customer will be refunded.

TP also provides in certain countries, insurance cover against theft and accidental damage to the Customer's and passenger's personal effects travelling with the Customer or passengers during the rental period. Please note that (i) personal belongings are covered only whilst they are locked in the Vehicle, and (ii) no single item is insured for more than a specified amount, which varies from country to country; valuables (e.g. money and jewellery) are not covered. The current details applicable to each rental may be requested at the time of making a reservation under the Avis Preferred service.

If TP is not purchased, the Customer is liable for the cost of replacing a stolen Vehicle or parts stolen from a Vehicle up to the maximum of the responsibility amount. In addition to the cost of the replacement Vehicle or parts, the following charges may also be included unless the loss is total: labour, costs associated with the recovery and storage of a Vehicle immobilised as a result of the theft, a daily fee for Avis's loss of the Vehicle and an administration fee.

Special Note: TP, whether accepted at the time of rental or included in the rate, is not valid if a rental originating from Western Europe enters Eastern Europe. For this purpose, Western Europe means: Austria, Belgium, Denmark, Finland, France, Germany, Holland, Ireland, Italy, Luxembourg, Norway, Portugal, Spain, Sweden, Switzerland, UK; and Eastern Europe means: Bulgaria, Commonwealth of Independent States, Czech Republic, Hungary, Poland, Romania, Slovenia and the territories comprising the former Yugoslavia.

### Personal Accident Insurance (PAI)

Acceptance of PAI covers the Customer and passengers in the Vehicle for death, disability and medical expenses. The limits of coverage vary by country. The current details for each rental may be requested at the time of making a reservation under the Avis Preferred service. PAI also provides, in certain countries, insurance cover against theft and accidental damage to the Customer's and passenger's personal effects travelling with the Customer or passengers during the rental period. Please note that (i) personal belongings are covered only whilst they are locked in the vehicle, and (ii) no single item is insured for more than a specified amount; valuables (e.g. money and jewellery) are not covered. The current details applicable to each rental may be requested at the time of making a reservation under the Avis Preferred service.

# USA/Canada Terms and Conditions

## Acknowledgment

I acknowledge that:

I have read and understood the Texas, Hawaii, Iowa, Indiana, Connecticut, California, Nevada, Virginia, Maryland, Kansas, Missouri, Colorado and Louisiana disclosure notices and Minnesota Consumer Protection Notice concerning the Loss Damage Waiver (LDW) option and I acknowledge receipt of Warning Notices for rentals in the District of Columbia, Arizona and Washington. I waive my right to receive and sign such notices at the time of rental in order to avoid delay at the time of a Preferred Service rental transaction.

### 1 General

- (a) These Terms and Conditions form a part of the Rental Agreement (described hereinafter at times as the "Agreement"), which consists of the following parts: the car renter's Enrollment Profile for use in enrolling the car renter into Avis Preferred Service, a return document with final charges, and the Terms and Conditions stated below.
- (b) This Agreement is between the person signing it or otherwise indicating assent as car renter, ("I", "Me" or "My") and Avis Rent A Car System, Inc.; or Aviscar Inc.; or an independent Avis Rent A Car System licensee ("You" or "Your") and covers the rental of each car by you to me under Avis Preferred Service. I understand that these Terms and Conditions will apply to each rental of a car to me as fully as if contained in a separate agreement signed by me. I understand that each rental is solely a bailment for mutual benefit and that I am not your agent for any purpose. If any term or condition is prohibited by the law of a jurisdiction covering a rental, for that rental such law controls.
- (c) I further agree that you have the right to change the Terms and Conditions from time to time upon written notice to me or upon your posting such changes on the Avis website. Such changes will apply to rentals by me after such notice has been given. Changes to the Terms and Conditions will be posted as they occur on the Avis website at Avis.com under the section labelled Preferred Renter, Master Rental Terms and Conditions.

### 2 Meaning of Car

The word "car" means the vehicle rented to me or its replacement and includes tires, tools, equipment, accessories, plates, and car documents.

### 3 Who May Drive the Car

- (a) I represent that I am a capable and validly licensed driver. I agree that you have the right to verify that my license has been validly issued and is in good standing and that you may refuse to rent to me if my license has been suspended, revoked or otherwise restricted in any way.
- (b) You reserve the right to deny rentals based upon information provided by the Motor Vehicle Department of the State, which issued my license.
- (c) Except where otherwise specifically authorized by applicable law, only my spouse, my domestic partner, my employer or a regular fellow employee incidental to business duties may drive the car, but only with my prior permission. The other driver must be at least 25 years old and must be a capable and validly licensed driver.

#### NOTICE FOR RENTALS IN QUEBEC AND ONTARIO/CANADA

As the renter or signatory of this contract, I certify that I hold a valid driver's license for the appropriate class authorizing me to drive the vehicle or vehicles described in the contract and I undertake to ensure that any person called upon to drive the said vehicle or vehicles also holds a valid driver's license for the appropriate class.

### 4 Car Return

- (a) I agree to return the car to you in the same condition as received, except for ordinary wear and tear, on the due date and time and at the location specified by me at time of reservation. I will return it sooner on your demand. I understand that there may be a rate change or special

charges if I return the car to a different location or at a different time or on a different return date.

- (b) If I represent I will return the car to another location I may have to pay a "one way service fee". If I return the car to a different location from the agreed return location without your written permission, I agree to pay the "unauthorized return location fee" specified by Avis and understand that a rate change may apply.

### 5 Reservation

I agree that I must make a reservation for each Preferred Service rental transaction at least 24 hours prior to the scheduled time of rental, and must inform the reservation agent or, if made electronically, indicate that this will be a Preferred Service rental transaction.

### 6 Rental Charges

I will pay for the number of kilometers/miles I drive and the period of time I rent the car at the rate provided to me by the reservation agent or reservation system at the time I reserve a car or my applicable corporate rate. The minimum charge is one day (24 hours) plus kilometrage/mileage, or a fixed fee. You will determine the kilometers/miles by reading the factory installed odometer. I'll pay all charges for miscellaneous service and all sales, use, rental, GST, environmental and excise taxes including tax-related surcharges, airport facility fees, airport concession recovery fees, and/or state/provincial or municipally imposed taxes and tax related surcharges, such as the recovery of vehicle license fees. I will also pay a reasonable fee for cleaning the car's interior upon return for excessive stains, dirt or soilage attributable to my use.

In some jurisdictions, where permitted, an airport concession fee may be added.

### 7 Start of Rental

The rental commences when I receive the keys to the designated car from an Avis rental representative or when I drive the designated car to the gate and show my valid driver's license to the Avis employee or guard on duty at the time. I understand that in some states it may be required that you do a driver's license signature comparison at the time of rental.

### 8 Repossessing the Car

You can repossess the car anytime it is found illegally parked, being used to violate the law or the Terms and Conditions of this Agreement, or appears to be abandoned. You can also repossess anytime you discover I made a misrepresentation to obtain the car. You need not notify me in advance. If the car is repossessed, I agree to pay the actual and reasonable cost incurred by you to repossess the car and agree that such cost shall be charged to the credit card I used to rent the car.

### 9 Prohibited Use of the Car

I will not use or permit the car to be used 1) to carry passengers or property for hire; 2) to tow or push anything; 3) to be operated in a test, race or contest or on unpaved roads; 4) while under the influence of alcohol or a controlled substance; 5) for conduct that could properly be charged as a felony or misdemeanor or their equivalents under Canadian criminal law, including the transportation of a controlled substance or contraband; 6) recklessly or while overloaded; or 7) on rentals originating in the United States, outside of the United States or, with your permission, Canada, or on rentals originating in Canada, outside of Canada, or with your permission, the United States. It also a violation of this paragraph if I, or an additional driver, authorized or not; 8) fail to promptly report an accident or other reportable incident to the police and you; 9) fail to provide you with an accident or incident report or fail to cooperate fully with the investigation of same; 10) obtained the car through fraud or misrepresentation; or 11) 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. A VIOLATION OF THIS PARAGRAPH AUTOMATICALLY TERMINATES MY RENTAL VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICE THAT I HAVE ACCEPTED AND MAKES ME LIABLE TO YOU FOR ALL THE PENALTIES, FINES, FORFEITURES, LIENS, AND RECOVERY AND STORAGE COSTS INCLUDING ALL RELATED LEGAL EXPENSES. I also understand that neither I nor any additional driver

authorized or not, is permitted to alter the car or have the car repaired without your express permission in advance and I will pay for removing any such unauthorized alterations or any such unauthorized repairs. You also have the right to cancel my enrollment in Avis Preferred Service.

#### 10 Loss Damage Waiver (LDW)

I understand that I may choose the LDW option, where the LDW option is permitted, by so indicating on the Enrollment Profile. I understand that LDW is not insurance and is not mandatory. I agree that my choice will apply to each rental I make under Preferred Service except I may change my option for future rentals by sending you a new Enrollment Profile indicating the changed option in writing. On any rental for which I have chosen the LDW option, I'll pay the LDW charge in effect at time of rental for each full or partial day I have the car. I understand that you have the right to change LDW fee from time to time and that I can be informed of the LDW charge that will apply at time of my rental by requesting this information from the reservation agent at the time I reserve the car.

#### 11 Damage/Loss to the Car

If the law of a jurisdiction covering a Preferred Service rental by me requires conditions on LDW that are different than the terms in this Agreement, that law prevails. If I do not accept LDW, I owe for all loss or damage to the car, regardless of fault, (unless liability for ordinary negligence is prohibited by law) whether due to theft, collision, vandalism or any other cause except accidental fire or explosion or natural causes. If the car is stolen or damaged, I will pay its retail fair market value before theft or damage less salvage, unless your repair costs plus the diminution of the car's value after repairs is less and you are not required by law to salvage the car, in which case, I will pay the latter amount. I will also pay loss of use based on reasonable downtime or as specified by law, plus a reasonable administrative fee determined by you or specified by law (except for theft where the car is not recovered), plus towing and storage charges, all of which are part of "The Loss". Whether or not I accept LDW I am responsible for the loss if I or any additional driver, authorized or not, violates paragraph 9 above. If my own insurance or my charge card issuer covers my responsibility for loss or damage, I will identify my insurer and policy number or my card issuer and its insurer. I authorize you to collect any loss directly from the insurer. I authorize you to collect any loss from a third party responsible for the damage. You will refund any sum you collect exceeding the loss.

#### 12 Personal Accident Insurance (PAI)

I have read and understand the summary in this Agreement which describes my option to purchase Personal Accident Insurance (PAI) in connection with each car rental from you and the Terms and Conditions of such insurance. I understand that a copy of the policy is available for inspection at the rental counter and that I may choose the PAI option by so indicating on the Enrollment Profile. I agree that my choice will apply to each rental that I make under Preferred Service except that I may change my option for future rentals by sending you a new Enrollment Profile indicating the changed option in writing. On any rental for which I have chosen the PAI option, I agree to pay the PAI fee in effect at time of rental for each full or partial day that I have the car. I understand that you have the right to change PAI fee from time to time and that I can be informed of the PAI fee in effect at time of rental by requesting this information from the reservation agent at the time I reserve the car. I also understand that you reserve the right to offer PAI and PEP as a combined option only. In such event, I agree that if I have chosen either option on the Enrollment Profile I will be provided both options on each Preferred Service rental that I make at the fee then in effect for the combined option until I notify you, as provided above, of a change to decline for both optional services.

#### 13 Personal Effects Protection (PEP)

I have read and understand the summary in this Agreement which describes my option to purchase Personal Effects Protection Insurance (PEP) (where available) in connection with each car rental from you and the Terms and Conditions of such insurance. I understand that a copy of the policy is available for inspection at the rental counter and that I may choose the PEP option by so indicating on the Enrollment Profile. I agree that my choice will apply to all rentals that I make under Preferred Service except I may change

my option for future rentals by sending you a new Enrollment Profile indicating the changed option in writing. On any rental for which I have chosen the PEP option, I agree to pay the PEP fee in effect at time of rental for each full or partial day that I have the car. I understand that you have the right to change PEP fee from time to time and that I can be informed of the PEP fee in effect at time of rental by requesting this information from the reservation agent at the time I reserve the car. I also understand that you reserve the right to offer PAI and PEP as a combined option only. In such event, I agree that if I have chosen either option on the Enrollment Profile I will be provided both options on each Preferred Service rental that I make at the fee then in effect for the combined option until I notify you, as provided above, of a change to decline for both optional services.

#### 14 Liability Protection

- (a) Except in California and Texas, anyone driving the car as permitted by this Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or the renter up to the minimum limits imposed by applicable law. Although you comply with the requirements of the financial responsibility laws applicable to vehicle owners, in California and Texas, this Agreement does not afford me or any other operator any insurance or protection against liability. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Except where required by law to be primary, any coverage provided by you shall be secondary to any applicable insurance available to me or any other driver from any other source, whether primary, excess, secondary or contingent in any way. Any such coverage will be provided by you according to the terms, and subject to all of the conditions, of a standard automobile policy including all requirements as to notice and cooperation on my part, which are hereby made a part of this Agreement. In the event that this coverage 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 state or place in which the accident occurred shall apply. You can provide coverage under a certificate of self-insurance or an insurance policy, or both, as you choose. In any case, a copy of the policy and/or certificate will be available for my inspection at your main office. I understand that unless required by applicable law, you will not provide (A) coverage for fines, penalties, punitive or exemplary damages, (B) coverage for bodily injury to, or death of myself while not a driver, or any member of my family or the driver's family, (C) defense against any claim after applicable limits of coverage that you furnish are tendered, (D) supplementary no fault, non-compulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and I reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by applicable law, the limits shall be the minimum required under applicable statute. There is no coverage in Mexico, unless special arrangements are made at the renting location for separate Mexican insurance.
- (b) I also agree to indemnify you for any loss, liability or expense arising out of the use of the car that you insure which exceeds the limits of liability insurance provided above or which results from any unauthorized use or prohibited operation of the car. Where the law extends coverage to a person or instance where no coverage is intended to be afforded by this Agreement, anyone so protected will be responsible to indemnify you for all amounts that you are thus required to pay.
- (c) Where permitted by law, I am rejecting uninsured motorist and all optional automobile insurance coverages for all rentals and under any policy of insurance or self-insurance in connection with this agreement, for myself and all other passengers of the rental cars. I understand that uninsured motorist coverage protects me 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 to pay for losses and damages.
- (d) **Florida:** In Florida, the renters/authorized drivers insurance is primary: pursuant to Florida Statute 627.7263 (2), the valid and collectible liability

insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Sec. 324.021 (7) and 6327.736 Florida Statutes.

- (e) **Pennsylvania:** REJECTION OF UNINSURED MOTORIST PROTECTION: I am rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance issued under this agreement, for myself and all other passengers of this vehicle. Uninsured coverage protects me and other passengers in the vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.
- (f) **Michigan:** Under Michigan law, Avis is liable for an injury caused by the negligent operation of the rented vehicle only up to the maximum amounts of \$20,000 because of bodily injury to or death of one (1) person in any one (1) accident and \$40,000 because of bodily injury or death of two (2) or more persons in any one accident, and only if the vehicle was being operated by the renter or other authorized driver or by the renter's spouse, father, mother, brother, sister, son, daughter or other immediate family member. The renter may be liable to Avis up to those amounts, and to injured persons for amounts awarded in excess of those amounts.
- (g) **Texas:** Under Texas law, Avis is obliged to notify renters that their personal automobile liability insurance may provide coverage.

#### Liability Protection - Canada

A. Anyone driving the car as permitted by this Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or the renter up to the minimum financial responsibility limits required by applicable law. The limit for bodily injury sustained by one person includes any claim for loss of that person's consortium or services. Where the law extends coverage to a non-permitted driver, the same limits apply. Such coverage will be provided by you according to the terms and subject to all of the conditions of a Standard Automobile Liability Insurance Policy, including all requirements as to notice and cooperation on my part, which are hereby made a part of this Agreement.

You can provide coverage under a Certificate of Self-Insurance or an Insurance Policy or both as you choose. In any case, a copy of the Policy and/or Certificate will be available for my inspection at your main office. I understand that unless required by applicable law you will not provide:

1. coverage for fines, penalties, punitive or exemplary damages,
2. coverage for bodily injury to, or death of, myself while not a driver, or any member of my family or the driver's family,
3. defense against any claim after applicable limits or coverage that you furnish have been tendered.
4. supplementary no fault, non-compulsory uninsured or undersigned motorist coverage, and any other optional or rejectable coverage, and you and I 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 the applicable statute. There is no coverage in Mexico.

#### 15 Additional Liability Insurance (ALI) - UNITED STATES

I have read and understand the summary in this Agreement which describes my option to purchase Additional Liability Insurance (ALI) (where applicable) in connection with each car rental from you and the Terms and Conditions of such insurance. I understand that a copy of the policy is available for inspection at the rental counter and that I may choose the ALI option by so indicating on the Enrollment Profile. I agree that my choice will apply to each rental I make under this Preferred Service, except that I may change my option for future rentals by sending you a new Enrollment Profile indicating the changed option in writing. On any rental for which I have chosen the ALI option, the coverage provided in paragraph 14 above shall be primary, and I agree to pay the ALI fee in effect at the time of rental for each full or partial day that I have the car. I understand that you have the right to change ALI fee from time to time and that I can be informed of the ALI fee in effect at time of rental by requesting this information from the reservation agent at the time I reserve the car.

#### Texas Automobile Liability Insurance (ALI)

If I accept ALI in Texas, I will be offered Texas Automobile Liability Insurance in the amount of \$1,000,000 combined single limit and it will afford Primary Coverage along with \$55,000 uninsured/underinsured motorist coverage and \$2,500 Personal Injury Protection (where applicable). If I reject ALI coverage in Texas, I will not be afforded any liability insurance on my Texas rentals.

### Summary of Optional Coverages – UNITED STATES

The following are the summaries only of these optional coverages and are subject to all of the terms, conditions, limitations and exceptions of the applicable insurance policies and the Avis Preferred Service Master Rental Agreement.

#### Additional Liability Insurance (ALI)

##### Coverage

Primary coverage is provided to me and authorized operators for third party automobile liability claims in excess of the limits ordinarily provided under the Rental Agreement. Coverage is subject to the terms and conditions described under paragraph 14(a) of the Avis Preferred Service Master Rental Agreement, including all requirements of notice and cooperation. The provisions of the policy itself shall control at all times.

##### Limits

ALI will provide coverage for the difference between the liability limits provided under paragraph 14 of the Terms and Conditions of the Avis Preferred Service Master Rental Agreement and a maximum combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage. In no event, where ALI applies, shall the combined limit of coverage provided by you and by ALI either exceed or be less than that amount.

##### Exclusions

All exclusions are set forth in the policy. These include (1) use of a car as prohibited by the Avis Preferred Service Master Rental Agreement, (2) use of a car obtained from Avis by fraud or misrepresentation, and (3) coverage excluded under paragraph 14(a) of the Terms and Conditions heretofore stated. Coverage does not apply in Mexico.

##### Obtaining Coverage

If you indicate "Accept" in the ALI box when completing the Avis Preferred Service Master Rental Agreement, coverage will be provided for the rental vehicle. The daily fee currently charged for this optional coverage varies between \$8 per day and \$11 per day depending upon the state of rental, and is subject to change. Such daily fee is due for each full or partial rental day.

#### Personal Accident Insurance (PAI)

##### Coverage

Coverage is provided for accidental death, medical expenses and ambulance expenses for injuries due to an accident. The renter is covered during the entire rental period. Passengers are also covered, but only for accidents occurring while they are riding or driving with the renter in the enclosed portion of the rental car.

Benefits	Renter	Each Passenger
Loss of life	\$ 175,000	\$ 17,500
Medical expenses up to	\$ 2,500	\$ 2,500
Ambulance expense	\$ 250	\$ 250

These benefits are payable without regard to any other benefits which may be due under any insurance policy, but are subject to change, and may vary in certain states.

##### Exclusions

This policy excludes coverage for injury or death resulting from use of a car in violation of Paragraph 9 of the Terms and Conditions of the Avis Preferred Service Master Rental Agreement and also injury or death which: (a) is intentionally self-inflicted; (b) results from any air travel; (c) results from committing or attempting to commit an assault or felony; (d) results from intoxicants or narcotics unless administered on the advice of a physician; or (e) results from suicide or attempted suicide while sane or insane.

## Filing a Claim

In the event of a claim or any occurrence that may result in a claim, a written immediate notification should be given to Avis. A PAI claim form should be obtained from Avis and filed in accordance with the instructions found on the form.

## Obtaining Coverage

If you indicate "Accept" in the PAI box when completing the Avis Preferred Service Master Rental Agreement, coverage will be provided during the rental period. The daily fee for this optional coverage is \$3.00, but is subject to change. Such daily fee is due for each full or partial rental day. This charge varies in New York.

## Personal Effects Protection (PEP)

### Coverage

Coverage is provided during each Preferred Service rental to cover personal effects accompanying the car renter en route and owned by and for the personal use of the car renter and members of the car renter's immediate family permanently residing in the same household who are traveling with the car renter.

### Limits

Maximum coverage during each rental period is \$600 per person. Total benefits for all persons in any single rental period are limited to \$1,800. There is no deductible. In New York, maximum coverage during each rental period is \$500 per person. Total benefits for all persons in any single rental period are limited to \$1,500. There is no deductible.

### Exclusions

Personal Effects not covered include motorcycles; boats or motors; currency; coins; deeds; bullion; stamps; securities; tickets or documents. This policy also does not cover: loss outside the United States and Canada; mysterious disappearance; delay, loss of market, indirect or consequential loss of any kind; breakage of glass unless coincidental with other loss or damage insured by the policy; wear and tear, mechanical breakdown, or by processing or any work done on property, unless damage by fire or explosion ensues, then the direct damage caused by such fire or damage should be covered. Theft is covered only if reported to the police.

## Filing a Claim

To file a claim, a PEP claim form should be obtained from Avis and filed in accordance with the instructions found on the form.

## Obtaining Coverage

If you indicate "Accept" in the PEP box when completing the Avis Preferred Service Master Rental Agreement, coverage will be provided during the rental period. The daily fee for this optional coverage is \$1.95, but is subject to change. Such daily fee is due for each full or partial rental day. This fee varies in New York.

## Summary of Optional Coverages – CANADA

The following is a summary only of the optional coverages and is subject to all of the terms, conditions, limitations and exceptions of the applicable insurance policies, which are available for inspection, and the Avis Preferred Service Master Rental Agreement.

### Coverage – PEP

Coverage is provided for loss of personal belongings in a rental vehicle from any external cause, except as excluded, occurring during the rental period. All such losses must be reported to the police and there is a limit of \$500 per insured person and a policy limit of \$1,500. The policy has a \$25 per claim deductible and contains other terms, conditions and exclusions.

### Coverage – PAI

Coverage is provided for accidental bodily injuries sustained in an accident independently of all other causes. The renter is covered during the entire rental period. Passengers are also covered, but only for accidents occurring while they are riding or driving with the renter on fixed seats in any vehicle, specified in the Rental Agreement (including boarding or alighting therefrom). The benefit for the death of the Renter is \$100,000 and for each passenger is \$10,000 and benefits in various amounts for dismemberments. In any event, the aggregate limit of Liability

for which the Insurance Company shall be liable is \$250,000 for all losses arising out of any one accident. Note: If a Rental Agreement is signed by more than one person, only the individual whose signature first appears on the Rental Agreement shall be the insured person for the purpose of determining who is the renter.

## Exceptions

This insurance does not cover any loss resulting from:

- 1 The use, the operation, or the driving of the vehicle:
  - (a) While the vehicle operator is under influence of intoxicating liquor or drugs;
  - (b) For the transporting of persons or property for hire or for any illegal purpose;
  - (c) By any person in violation of law as to age, or by any person who has given to the Lessor (the car rental company) a fictitious name or false age or address;
  - (d) In any race, speed test or contest.
- 2 Coverage also excludes:
  - (a) A suicide or any attempt there at;
  - (b) Intentionally self-inflicted injuries;
  - (c) Illness, disease, normal pregnancy or resulting childbirth or miscarriage, and bacterial infection except bacterial infection of an accidental bodily injury, or if death results, from the accidental ingestion of a substance contaminated by bacteria;
  - (d) Any act of declared war or undeclared war;
  - (e) Accident occurring while passenger on, or operating, or serving as a member of the crew of any aircraft.

## How to Claim

Payments for accidental death will be payable to the estate of the person insured. In the event of a claim or any occurrence which may result in a claim, a written immediate notification should be given to Avis and mailed to Chubb Insurance Company of Canada, One Financial Place, 1 Adelaide St. East, Toronto, Ontario, Canada M5C 2V9. A claim form should be obtained from Avis and filed in accordance with the instructions found on the form.

## 16 Payment

I agree to pay upon demand:

- (a) All rates, charges, (including those applicable to miscellaneous services and equipment) then in effect, plus applicable taxes, which apply to the car I rent and drive out under Preferred Service for the period of the rental. I understand that I can be informed of the amounts of all such rates, charges and taxes by verbally requesting such information at time I make a reservation for the car.
- (b) Charges for damage to the car in accordance with paragraph 11.
- (c) Charges for LDW option, (where available) if accepted, in accordance with paragraph 10.
- (d) Charges for PAI option, (where available) if accepted, in accordance with paragraph 12.
- (e) Charges for PEP option, (where available) if accepted, in accordance with paragraph 13.
- (f) Charges for ALI option, (where available) if accepted, in accordance with paragraph 15.
- (g) Fuel Service Charge – if applicable – as described in paragraph 17.
- (h) Collection Expenses – as described in paragraph 20.
- (i) Fines and Expenses – as described in paragraph 21.

## 17 Credit Card Billing

I agree that all charges will be billed to the credit card designated by me and that my signature on the Enrollment Profile and Master Rental Agreement will be deemed to have been made on the applicable credit card voucher.

## 18 Error in Rental Charges

I understand that all charges are not final and are subject to audit and to recalculation. I'll pay any undercharges and I'll receive a refund of any overcharges you discover upon review. I authorize any such credits or

additional charges to be made by the method of payment designated on my Enrollment Profile.

## 19 Fuel Service Charge

Most Avis rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

- (1) If I do accept the fuel service option at the beginning of my rental, I will not pay you a fuel service charge.
- (2) If I do not accept the fuel service option at the beginning of my rental and I return the car with less fuel than was in it when I received it, you will charge me a fuel service charge at the applicable per-kilometre/mile or per-litre/gallon rate specified on the rental document.
  - (a) The per-kilometre/mile rate is used if I do not buy fuel during the rental. To calculate this amount, you multiply the number of kilometres/miles driven, as shown on the car's odometer, times the per-kilometre/mile rate shown on the rental document.
  - (b) The per-litre/gallon rate is used if I buy fuel during the rental and provide you with a receipt on your request, but the tank is not as full when I return the car as when I received it. To calculate this amount, you multiply the number of litres/gallons needed to refill the fuel tank to the level it was at when I received the car (by reading the factory installed gauge, rounded down to the nearest 1/8 of a tank), times the per-litre/gallon rate shown on the rental document. Although two methods are used for ease of calculation, the per-kilometre/mile and per-litre/gallon rates produce approximately the same result.
- (3) If I accept the fuel service option at the beginning of my rental by selecting the gas service option, I will be charged as shown on the rental document 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 fuel left in the tank at the time of return.

The per-litre/gallon cost of the gas service option will always be lower than the fuel and service charge. But if I elect the gas service option I will not receive credit for fuel left in the tank at the time of return. The cost of refueling the car myself at a local service station will generally be lower than the fuel and service charge or the gas service option. However, the fuel and service charge and the gas service option allow for the convenience of not having to stop and refuel the car prior to return. I acknowledge that the fuel service charge is not a retail sale of fuel.

## 20 Charge Card Reserve

I have been informed that my credit, up to an amount of the estimated total charges due under this Agreement based on my representation about this rental, may be set aside or reserved by the card issuer of one of the two charge cards which I have listed in my Enrollment Profile for payment of my car rental bills. I understand that you will bill the card issuer according to the order of my selected billing priority as stated on the Enrollment Profile. I consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental.

You may receive card number information from the financial institution that issued your charge card. Should you not want this information sent to Avis, please advise Avis in writing at 300 Centre Pointe Drive, Virginia Beach, VA, 23462.

If I use a credit or charge card that is issued by a financial institution outside of the United States and is billed to you in a currency other than U.S. Dollars, the full amount of your charge will be converted to the card account's billing currency unless you submit a written request to have the currency conversion performed by your card issuer. The 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 my card issuer.

## 21 Lost or Damaged Property

You are not responsible for loss or damage to any property in or on the car, in any service vehicle, on your premises, or received or handled by you,

regardless of whom is at fault. I'll be responsible to you for all claims made by others for such loss or damage.

## 22 Collections

All charges, fees and expenses, including payment for loss or damage to the car, are due at your demand. If I do not pay all charges when due, I agree to pay a late charge of the lesser of 1 1/2% per month or the highest interest rate permitted by law, on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and your reasonable attorney's fees. If I don't pay any amount when due, if the law permits, you may contact me or my employer at my place of business about payment.

## 23 Fines and Expenses

I'll pay all fines, court costs and recovery expenses for parking, traffic and other violations, including storage liens and charges, and electronically assessed tolls, with respect to the use of the car while on rental to me, unless due to your fault.

## 24 OnStar System

I acknowledge that the car may be equipped with the OnStar System, which utilizes Global Positioning Satellites and Cellular Phone Technology for emergency location and, on certain systems, special concierge services. I further acknowledge that OnStar operates only within the 48 contiguous United States, Alaska, Hawaii, and Canada and is limited by the vehicle's operating range of a cellular communications provider, subject to cellular transmission limitations caused by atmospheric or topographical conditions and that OnStar may also be limited by the electrical system design and architecture of the car. I also acknowledge that OnStar will not function if the vehicle's battery is discharged or disconnected and OnStar may be rendered inoperative if satellite systems are obstructed and/or inoperative. I acknowledge all of the limitations of OnStar as listed above.

I further expressly authorize the use of OnStar's safety and security features for automatic crash notification and emergency assistance location services, remote vehicle diagnostics, roadside assistance, stolen vehicle tracking, remote door unlock, and automatic airbag deployment notification. I further expressly authorize the use of OnStar's safety and security features for automatic crash notification and emergency assistance location services, remote vehicle diagnostics, roadside assistance, stolen vehicle tracking, remote door unlock, and automatic airbag deployment notification. (In addition, when services are equipped, I authorize the use of OnStar's premium convenience features that include concierge services, navigational route support, and ride assistance.)

Any and all communications utilizing the OnStar System will be deemed confidential unless the disclosure of such information is required in emergency situations, vehicle breakdowns or as may otherwise be required by law.

I agree to release and hold you harmless for any OnStar System failures.

## 25 Global Positioning Satellite (GPS)

At various locations, Avis will equip the rental car with Global Positioning Satellite Systems (GPS) for your use and convenience at an additional daily charge. You will not and do not use Global Positioning Satellite Systems (GPS) to track or locate vehicles, other than those that are reported lost or stolen.

## 26 General Provisions

- (a) I represent that all the information on the Enrollment Profile is true, accurate, and complete. In the event that any of such information is not true, accurate or complete in any respect, I agree that you have the right to terminate this Agreement and my enrollment in Preferred Service with or without notice to me.
- (b) I agree to notify you in writing of any change in my mailing address, driver's license number or state/province of issuance and expiration date, or the status of my driver's license due to suspension, revocation or restriction of my driving privileges, employer and business address, credit identification or other information provided by me on the Enrollment Profile. I further

agree to indemnify and hold you harmless from any loss, liability or expense arising out of my failure to so notify you or which results from non-disclosure by me of a change in any of the information previously provided by me to you to induce you to enter into this Agreement.

- (c) I agree that I will be responsible for unauthorized repairs or alterations and any cost of removing such alterations. I understand that you will not reimburse me for authorized repairs, if applicable, without receipts.
- (d) I understand that it is my responsibility to comply with all applicable seat belt and child restraint laws.
- (e) I understand that in no event shall I be deemed to be an agent, servant, or employee of yours in any manner for any purpose whatsoever.
- (f) I agree that you do not waive any rights under this Agreement except in writing signed by your president or vice president.
- (g) I agree that you have the right, in your sole discretion, to terminate Avis Preferred Service or my participation in the service at any time upon written notice to me or without notice after two years of rental inactivity. Any written notice will be presumed to be received when mailed to my address on the Enrollment Profile or such other address as I may have subsequently provided to you.

## 27 Participating Preferred Service Locations

I understand that the locations where Avis Preferred Service is available can change from time to time without notice to me and that I can be informed of the specific Avis locations participating in the Program by requesting this information from the reservation agent at the time I reserve the car. I further understand that I will be required to follow standard Avis rental procedures at locations not offering Preferred Service at the time of rental.

## 28 Privacy - Canada

We at AvisCar, Inc. ("Avis") recognize the importance of protecting your personally identifiable information ("PII") that you provide to us.

As of January 1, 2004, the Canadian federal government's Personal Information Protection and Electronic Document Act (PIPEDA), a new privacy law, will apply to Avis' Canadian operations. In addition, the provinces of Quebec, British Columbia and Alberta have enacted or intend to enact a private sector privacy law. These acts regulate the collection, use and handling of PII (e.g. personal information about an individual) regardless of how the information exists. This policy explains how Avis protects your privacy and summarizes how and why we collect, use and disclose PII that you may provide to us.

This policy is applicable to PII that you provide to Avis in Canada, and that is held in the Avis System's central database located in the United States (see "About the Avis System" below). This privacy policy does not apply to PII that you provide directly to related companies of Avis located outside of Canada. Some of the countries in which the Avis System operates in have privacy or data protection laws similar to the laws in Canada; other countries in which the Avis System operates do not. PII does not include the name, title or business address or office telephone number of an employee of an organization, or the name, address, telephone number, or similar information of a person that is publicly available (e.g. in a public telephone directory).

In this policy we also explain how you can contact us if you have a question about, or want to make a change to or delete, any PII that you may be holding about you. We strongly recommend that you take the time to read this privacy policy and retain it for future reference.

### What PII does Avis collect about me and how does it collect it?

When you make a reservation, rent a car and/or join any of Avis' programs, we need to collect certain information about you in order to provide our services. The information we require is necessary in order to identify you, contact you, provide the requested service and administer your rentals. The service that you use will determine what information we collect from you. This information will include at least some of the following about you:

Name,  
Your Home and/or Business Address,

Phone Number(s) at which we may contact you,  
Your Date of Birth  
Method of Payment (e.g. Credit Card Account Number and Expiration Date)  
Your Driver's License Number and Province/Country of Issuance?

When you rent a car, we will also record information that details your rental as recorded in your rental agreement (e.g. where you rented the car, where and when you returned the car, payment arrangements, insurance preferences, gas consumption, kilometrage/mileage and other information related to the vehicle rental.)

In addition, in order to better serve you, Avis offers customized rental services on a membership basis. If you wish to join and request one of these services, such as Preferred Service, President's Club, Chairman's Club or the Avis Weekender Club, Avis may need more information than is required for providing standard car rental service. Information on what PII is collected and used in connection with these services is available in brochures and materials describing these services.

We may also need certain information from you when you request any of the following services and/or equipment: Special Needs/Optional Equipment, Special Offers/Discounts, Partner Member Numbers, use of an Avis AWD number, Frequent Traveler numbers and Car Preferences. For example, if you wish to use a discount that Avis provides to members of an association to which you belong, we will collect information about your membership in that association, both to verify your membership and to provide you with the correct discount for our services.

The PII we collect about you will be with your express or implied consent, by your request for our services. How we collect PII will depend on how you use our services. We may collect PII directly from you by telephone, fax, e-mail, at the counter, upon your completion of an application or enrollment form, or through your use of our Website. We may also collect information about you indirectly through a travel agent, an account program or through one of our partner programs when you deal with us through those means.

You may choose not to provide some or all of your PII to us, but this may prevent us from providing our services to you, or limit our ability to provide you with the level of service that you would otherwise expect from us.

### How is my personal information used or disclosed by Avis?

We strive to ensure a stress-free rental experience and are dedicated to building a rewarding and lasting relationship with every customer. In order to provide the level of service we believe you expect from us, we may use and disclose your PII for the following purposes:

#### General purposes - We use your PII to:

- Provide the services that you request;
- Do all things necessary to administer those services;
- Research, develop, manage, protect and improve our services;
- Unless you opt out, to conduct customer satisfaction surveys; and
- Maintain and develop our service oriented software and other business systems.

We may disclose your PII to other related and non-related organizations including:

- To your company or organization if you use our services under a corporate or other commercial account;
- To one of our program partners (e.g. if you are a member of a frequent traveler program and you have asked us to send it details of your rental agreement with us to obtain your benefits from that program);
- To your credit card issuer;
- To credit reporting and fraud checking agencies;
- To debt collection agencies, if you fail to pay monies owed to us;
- To government or private organizations responsible for the processing or handling of traffic or parking related violations;
- To driver licensing authorities, directly or through intermediary organizations, when needed to verify compliance with Avis' safe driver criteria for qualified drivers and/or to verify license information; and
- To government, regulatory and law enforcement agencies where the disclosure is required or authorized by law.

### **Use or disclosure for marketing purposes**

If you have not opted out of receiving marketing materials, we may use and disclose your PII to offer you products and services provided by Avis, our affiliates and/or our parent company (Cendant) and Avis System licensees located in Canada and the United States. We may also use (but not disclose) your PII to offer you products and services provided by Avis System program partner organizations. While these organizations change over time, our program partners are generally from the transportation, vacation and other travel related sectors. A list of our affiliates and current program partner organizations may be obtained by contacting us through one of the methods included in this policy.

You may choose not to allow us to use or disclose your PII for direct marketing purposes by indicating your preference on the rental agreement or by contacting us as outlined below (see "Whom can I contact for further information").

The service providers we have retained to perform services on our behalf, are not authorized by us to use or disclose the information except as necessary to perform services on our behalf or to comply with legal requirements.

### **Use to provide Customer Service**

When you provide us with your PII, we will enter your information into the centralized Avis System database that is located and maintained in the United States. Once your information is in the Avis System database, it will not be used for any purpose not set forth in this policy. Your PII will be accessible by Avis System entities and, should you request services from Avis System licensee locations, those Avis System licensees. Some of the countries in which the Avis System operates do not have, or have different privacy or data protection laws. The laws of these countries may apply if you provide personal information to Avis System entities and/or licensees in these countries.

### **How does Avis protect my PII?**

We take reasonable steps to protect all of the PII we hold from misuse, loss, unauthorized access and modification or disclosure in violation of this policy. This protection applies in relation to information stored in both electronic and hard copy form. Access to the Avis System Database is restricted to authorized personnel and is password protected. PII transmitted through our Website is encrypted.

### **Can I access the PII that Avis has about me?**

You may access any PII that we have collected about you subject to certain exceptions. We will normally provide access without charge unless you either request access to a large volume of information, or we have to access archived records to obtain the information. In these circumstances, we may impose a reasonable fee. We will, however, advise you of that fee in advance. You may challenge the reasonableness of the cost. Details of how to contact us are set out below. There may be instances where we may not be able to provide you access to your PII, for certain reasons. Among these are: it has been destroyed or deleted after expiry of applicable retention periods, it contains PII of other persons or it contains commercially sensitive or proprietary information owned by us. If we are unable to provide you access, we will explain why and document that for our records.

### **Tell us if we need to update your PII or preferences**

If you registered online you can go online and update the PII we hold about you. If you did not register online and want to update your PII preferences, you can contact Avis at the number and/or addresses set out in this policy.

You play an active role in assisting Avis in maintaining the accuracy of your PII for as long as it is used for the purposes set out in this policy. Your prompt notification to us of any changes to your PII will assist us. If we don't agree to make the changes, you may challenge our decision.

### **Use of Website Tracking and Cookies**

**Use of Internet Protocol ("IP") Addresses:** An IP address is a unique number that is automatically assigned to your computer whenever you are surfing the Internet so that your computer can be identified by the main computers, known as "Web servers," that "serve up" Web pages. This allows us to identify and gather general information and data about use of the site, such as the Web pages viewed on [www.avis.ca](http://www.avis.ca) or [www.avis.com](http://www.avis.com).

Avis collects IP addresses for the purposes of: helping us diagnose problems with our main computers, for system administration, to report aggregated information to our business partners, and to audit the use of our Website. When users request Web pages from our Website, our Web servers log the User's IP address. We do not normally link IP addresses to anything personally identifiable, which means that a user's session will be logged, but the user will remain anonymous to us. For example, we collect and/or track the home server domain name, the type of computer, and the type of Web browser used by you to access this Website. Such collection and tracking information is gathered by us as you navigate through our Website, and will be used by us for our business purposes only.

We can, and will, use IP addresses to identify you when we feel it is necessary to enforce compliance with our Website Terms of Use or to protect our service, site, users, or others.

**Cookies:** Cookies are small pieces of information that a Website sends to your computer for record-keeping purposes, which information is stored in a file on your computer's hard drive. Cookies make Web-surfing easier for you by saving your preferences so that we can use the saved information to facilitate your use of our Website when you return to the Website. Cookies do not tell us your individual identity unless you have chosen to provide it to us. We never save passwords or credit card information in cookies. The use of cookies is an industry standard, and as such, you will find that most major Websites use them.

You can delete your cookie file at any time. Most Web browsers are initially set up to accept cookies. You can reset your Web browser to refuse cookies or to indicate when a cookie is being sent. However, note that some parts of Avis and/or Avis-affiliates' services will not function properly or may be considerably slower if you refuse cookies. For example, without cookies, you will not be able to set personalized preferences, and/or may have difficulty completing transactions.

Avis and/or Avis' affiliates have two (2) primary uses for cookies. First, we use them to specify a user's preferences. For example, you can specify keywords across several categories or markets so you don't have to tell us repeatedly your car choice. Second, we use cookies to track Website usage trends and patterns. This helps us understand our users' needs better and improve areas of our Website. While both of these activities depend on the use of cookies, you have the option of disabling (refusing) the cookies via your Web browser preferences.

We use third party ad serving technology to serve ads when you visit our Website. This technology uses information about your visits to this site (not including your name, address, or other personal information) to serve our ads to you. In the course of delivering our advertisements to you, a unique third party cookie may be placed or recognized on your browser. You may occasionally get cookies from our business partners if you use the links on our Website to reach their respective Websites. Avis and/or Avis-affiliates do not control these cookies.

We also share Website usage information about visitors to our Website with a reputable third party for the purpose of targeting our Internet banner advertisements on this site and other sites. To do this, we use Web beacons and cookies provided by our third-party ad server on this site. The information we collect and share through this technology is not personally identifiable. The use of advertising cookies and web beacons sent by such third-party Web servers is standard in the Internet industry. For more information about our third-party ad server, cookies and how to opt out, please click here: <http://www.doubleclick.net/us/corporate/privacy>

### **What you consent and agree to**

When you provide us with your PII, you consent and agree to our use and disclosure of your personal information in accordance with this Policy including, in particular to:

Our collection, use and disclosure of that information in order to provide the service you have requested, to administer the rental, to provide customer services, and to operate our business, as described in this Policy;

If you do not opt-out, our use and disclosure of your PII for direct marketing purposes and customer satisfaction surveys.

If you do not disable cookies or exercise the DoubleClick opt out, our collection and use of information about your Website visits for the purposes described in this policy.

## Your Options

You can opt-out of use and disclosure of your information for marketing purposes and customer satisfaction surveys by contacting Avis through one of the methods below. In addition, you can withdraw your prior consent by any of the methods provided below under Whom Can I Contact For Further Information? Your consent will be withdrawn, however, it is possible that you may receive promotions scheduled prior to our receipt of your withdrawal of consent.

## Changes to this Policy

This is our current privacy policy outlining our PII management practices. It replaces any other privacy policy published by us prior to the date below. We may change this policy from time to time. If you have any questions, need to modify, or delete your PII or to obtain an up to date copy of our privacy policy, contact us. This Policy was last updated in November 2003.

## Whom can I contact for further information?

If you wish to contact us to: (1) inquire about our privacy practices; (2) provide feedback and comments; (3) access or correct your PII we have; and/or (4) opt out of further communications, contact us as detailed below.

We offer Customers the opportunity to "opt out" of use and disclosure of the Customer's PII for marketing purposes and customer satisfaction surveys. You can elect to opt out from communications for these purposes, by contacting the Privacy Officer as indicated below. We also incorporate into our Data Warehouse "do not market" lists maintained by certain other organizations. Customers can contact Avis for any of the above reasons by using the following methods:

- Telephone to Customer Service: 1-800-352-7900
- Fax: 1-416-213-8515
- Email: [privacy.officer.ca@avis.com](mailto:privacy.officer.ca@avis.com)
- Mail: Privacy Officer, AvisCar, Inc., 1 Convair Drive East, Toronto, Ontario M9W 6Z9 - Dispute Resolution

If you are not satisfied with the way in which we handle your inquiry, you can contact any of the following:

1. Avis Privacy Officer
  - Mail: Privacy Officer, AvisCar, Inc., 1 Convair Drive East, Toronto, Ontario M9W 6Z9
  - Phone: 1-416-213-8400
  - Fax: 1-416-213-8515
  - Email: [privacy.officer.ca@avis.com](mailto:privacy.officer.ca@avis.com)
2. Avis Legal Department
  - Mail: 6 Sylvan Way, Parsippany, NJ 07054
  - Phone: 973-496-0202
  - Fax: 973-496-3444

If you are not satisfied with the way we handle your complaint, you can also contact:

3. The Privacy Commissioner of Canada
  - Mail: 112 Kent Street, Ottawa, Ontario K1A 1H3
  - Phone: 1-800-282-1376
  - Fax: 613-967-6850

Links to provincial Information and Privacy Commissioners can be found on the Privacy Commissioner of Canada Website at: <http://www.privcom.gc.ca>

## Notices About Loss Damage Waiver (LDW) - UNITED STATES

The following section meets certain state requirements for disclosure. Car renter may be designated as "You" or "Your."

**Indiana:** Avis offers an option, for an additional daily charge, to relieve your responsibility for loss or damage to the car. If you chose not to purchase the optional LDW, you are responsible for loss or damage, including loss of use, at Avis repair cost for parts, paint and labor (inclusive of discounts extended to Avis), up to the current fair market value if the car is stolen or Avis determines the car is beyond repair. Even if you elect to purchase the LDW option, you may be responsible for loss or damage under certain prohibited events. Check item #11 herein entitled "Damage to the Car". Read the list of prohibited events in item #9

of the Terms and Conditions, including exclusions from LDW. Determine if your own insurance affords coverage for loss or damage, the limit of coverage and a deductible. Your own insurance may cover all or part of your financial responsibility for collision damage and the amount of the deductible. You should check with your insurance carrier to find out about your coverage.

**Connecticut and Texas:** The renter's personal automobile insurance policy may cover collision, damage, fire, theft and personal injury incurred while using a rental motor vehicle. The annualized rate for the LDW is the daily rate times 365 days. Read the list of prohibited events in Item #11 of the Terms and Conditions, including exclusions from LDW. In Texas, the Texas personal automobile insurance policy provides coverage for the legal liabilities of the policyholder in connection with the loss of or damage to a rented vehicle except for damages caused intentionally. Loss damage waiver is not insurance. In Texas and in Connecticut, the purchase of loss damage waiver is not mandatory.

**Hawaii:** LDW Notice: Avis offers an option for an additional daily charge (\$11.99- \$19.99, depending on car group, rented in Hawaii) to relieve your responsibility for loss of or damage to the car. If LDW is not accepted, you are responsible for loss or damage, including loss of use, at Avis repair costs for parts, paint and labor up to a maximum of the current fair market value if the car is stolen or Avis determines the car is beyond repair. Even if you accept LDW, you may be responsible for loss or damage under certain prohibited events. Check your Rental Agreement or Item #11 herein entitled "Damage to the Car". Read the list of prohibited events in Item #9 of the Terms and Conditions, including exclusions from LDW. Determine if your own insurance affords coverage for loss or damage, the limit of coverage and a deductible. Your own insurance may cover all or part of your financial responsibility for collision damage and the amount of the deductible. You should check with your insurance carrier to find out about your coverage.

**California and Nevada:** You are responsible for loss or damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, loss of use where allowed by law, and towing, storage, and impound fees. Your own insurance may cover all or part of your financial responsibility for the rented vehicle. Check with your insurance company to find out about your coverage. Avis will not hold you responsible if you buy LDW, but LDW will not protect you for loss or damage under certain prohibited events. Read the list of prohibited events in Item #11 of the Terms and Conditions, including exclusions from LDW. The daily cost of optional LDW in California is either \$9.00 or \$15.00 or a fair market rate based expressly upon the MSRP of the vehicle as set forth by California law and \$15.00 in Nevada, per every day. In California and Nevada, the purchase of LDW is not mandatory.

**Virginia, Maryland and Kansas:** This contract offers, for an additional charge, a LDW to cover your responsibility for loss or damage to the vehicle. Before deciding whether to purchase LDW, you may wish to determine whether your own vehicle insurance affords you coverage for loss or damage to the rental vehicle and amount of the deductible under your own insurance coverage. The purchase of this loss damage waiver is not mandatory and may be declined. Maryland residents holding auto insurance covering collision damage have automatic coverage for collision damage to rental cars rented for 30 days or less.

**Missouri and Iowa:** This contract offers, for an additional charge, a LDW to cover your responsibility for loss of or damage to the vehicle. Before you decide whether to purchase LDW, check to determine whether your own vehicle insurance affords you coverage for loss of or damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of LDW is not mandatory and may be declined.

**Colorado:** This contract offers, for an additional charge, a LDW to cover your responsibility for loss of or damage to the vehicle. You are advised not to accept this waiver if you have rental vehicle coverage provided by certain gold or platinum credit cards or insurance on your own vehicle. Before deciding whether to purchase the LDW, you may wish to determine whether your own vehicle insurance affords you coverage for loss or damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of this LDW is not mandatory and may be declined.

**Louisiana:** If you have collision coverage under your own automobile insurance policy written in Louisiana, your collision coverage automatically extends to rental

motor vehicles pursuant to R.S.22:1406(F).

Even if you are not a Louisiana insured renter, the purchase of loss damage waiver is not mandatory and may be declined. This contract offers, for an additional charge, a loss damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the loss damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under such coverage.

**Minnesota Consumer Protection:** Under Minnesota law, a personal automobile insurance policy issued in Minnesota must cover the rental of any motor vehicle against damage to the vehicle and against loss of use of the vehicle. Therefore, purchase of any LDW or similar insurance affected in this rental contract is not necessary if your policy was issued in Minnesota.

**Massachusetts:** This contract offers, for an additional charge, a collision damage waiver to cover your financial responsibility for damage to the rental vehicle. Your personal automobile insurance may already cover you for damage to a rental car. The purchase of a collision damage waiver is optional and may be declined. For Massachusetts drivers: If the commonwealth adopts a law, regulation or legally binding policy that requires private passenger automobile insurance policies approved for sale in the commonwealth to extend comprehensive coverage to rental vehicles, then the disclosure notice which follows shall apply. If you have an automobile policy on your personal vehicle with coverage for collision, your policy will cover collision damage to a rental vehicle less the deductible on your policy. Drivers who hold policies in other states should check with their insurance agents to determine whether their policies extend to rental vehicles.

**Illinois:** This contract offers, for an additional charge, a collision damage waiver to cover your financial responsibility for damage to the rental vehicle. The purchase of a collision damage waiver is optional and may be declined. You are advised to carefully consider whether to sign this waiver if you have rental vehicle collision coverage provided by your credit card or collision insurance on your own vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under your own insurance coverage.

In the event you elect not to purchase the Loss Damage Waiver, you may be held responsible for actual damage to the rental vehicle not to exceed \$10,500 from 6/1/02 through 5/31/2003 and an additional \$500 each year thereafter. The year running from 6/1 and ending 5/31.

If the vehicle is stolen, you may be responsible for up to \$2,000 unless you failed to exercise ordinary care while the vehicle was in your control or if you aided or abetted in the theft of the vehicle, in which case you will be responsible for the fair market value of the vehicle.

**New York:** This contract will offer, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this vehicle protection if you have rental vehicle collision coverage provided by your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under such coverage.

**The Daily Rate** The additional daily charge for the optional vehicle protection is either \$9.00 per day or \$12.00 per day based on the manufacturer's suggested retail price of the car.

If you rent the car for 2 days or more, you may void the optional vehicle protection within the first 24 hours by personally bringing the car back to an Avis location for inspection and signing a cancellation notice.

**Right To Inspect** Failure to completely and accurately fill out and return an incident report within 10 days of receipt of notice may make the authorized driver liable for damages sustained to the rental vehicle. EXCEPT where the damaged vehicle is deemed to be a total loss and subject to salvage, the authorized driver or his or her insurer has 72 hours from the return of the vehicle to notify the rental vehicle company that he/she wishes to inspect the damaged vehicle. The inspection must be completed within 7 business days of the return date of the vehicle. If the authorized driver or his/her insurer does not request this inspection within the 72-hour period, the authorized driver or his/her insurer will be deemed to have waived

this right. If the rental vehicle company determined the damaged vehicle to be a total loss and subject to salvage, such 72-hour period for notification or waiver of the wish to inspect the damaged vehicle shall not apply, and such right to inspect the damaged vehicle shall expire 10 business days from the authorized driver's receipt of this notice from the rental vehicle company at the return of the vehicle or receipt of the first mailing of this notice in the event of return of the vehicle by automation or after hours. Upon request of the authorized driver or his/her insurer, we will provide a copy of our estimate of the costs of repairing the damaged motor vehicle.

**Prohibited Practices** New York State law prohibits the following practices by rental vehicle companies based on race, color, ethnic origin, religion, disability, sex, marital status or age:

- (1) Refusal to rent
- (2) The imposition of any additional charge (except where the renter is under the age of 25).

In addition, it is unlawful for any rental vehicle company to refuse to rent a vehicle solely on the requirement of ownership of a credit card.

**Rhode Island:** This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. Read the collision damage waiver disclosure provision contained in the rental agreement before signing the rental agreement. The purchase of collision damage waiver is not mandatory under this contract. Notice about Liability for damage to the Rental Car: The State of Rhode Island requires us to provide the following information about your liability for damage to the rental car and the purchase of a damage waiver. Insurance or Credit Card Coverage: Liability for any damage to the rental vehicle may be covered by your personal insurance policy or credit agreement. Check your insurance policy or credit card agreement about coverage. Damage Waiver Coverage: A damage waiver is not insurance coverage. You do not have to purchase the Collision Damage Waiver. You can decline it. If you purchase a damage waiver, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy the damage waiver, you and any authorized driver will remain liable for damage if any of the following apply: (1) damage or loss caused intentionally, willfully or wantonly by an authorized driver; (2) damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred; (3) damage or loss caused while an authorized driver is engaging in any speed contest; (4) damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental agreement; (5) damage or loss incurred while an authorized driver is driving outside Canada or the United States, unless expressly authorized in the rental agreement; (6) damage or loss incurred while the vehicle is driven, with the renter's permission or accession, by anyone other than an authorized driver; (7) damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company; and (8) damage or loss incurred as a result of commission of a felony by an authorized driver.

#### **Warning Notices for Rentals in:**

**Arizona:** It shall be a violation of Arizona revised statute 13-1806 if this vehicle is not returned within 72 hours of the specified date and time and you shall be subject to a maximum fine of \$150,000 and/or maximum imprisonment of 1.875 years. Cars shall not be driven into Mexico.

**District of Columbia:** Warning – failure to return any rented vehicle in accordance with the terms of this Rental Agreement may result in criminal penalty of up to 3 years in jail.

**Washington:** Warning – failure to promptly return this vehicle on the date indicated may result in criminal prosecution under RCW 9.45.062.

**Notice: Florida:** Dade County – You must be provided with a local road map with each rental. Your signature on the Master Rental Agreement acknowledges receipt of that map, therefore you need not sign for it at time of rental.

# Australia Terms and Conditions

## Acknowledgment

I acknowledge that:

Each rental by me will be governed by the Terms & Conditions applicable to the state or country of rental and that those Terms & Conditions will be construed in accordance with the laws of that state or country and I hereby submit to the non-exclusive jurisdiction of the courts of that state or country.

## 1 About your Rental Agreement

1.1 The Worldwide Master Rental Agreement made between You and Avis comprises:

- these Terms and Conditions;
- the original (and any subsequent) Enrolment Profile that You complete and sign; and
- each Rental Document.

1.2 The Worldwide Master Rental Agreement (including clauses 5 to 14 of these Terms and Conditions) covers each rental of a Vehicle made by You under the Avis Preferred Service Program.

1.3 These Terms and Conditions prevail (to the extent of any inconsistency) over any separate agreement You may sign or make with Avis.

1.4 Avis may change these Terms and Conditions from time to time. Avis will inform You in writing of any changes, and those changes will apply to the next rental You make after Avis has sent You that written notice.

1.5 Avis will not waive any of its rights under the Worldwide Master Rental Agreement, except in writing signed by an officer or authorised representative of Avis.

1.6 If any term or condition is prohibited by law in a jurisdiction covering a rental, that term is, in that jurisdiction, ineffective to the extent of the prohibition.

## 2 Interpreting your Rental Agreement

In these Terms and Conditions:

“**Agreement**” means the Worldwide Master Rental Agreement referred to in clause 1.1 governing the Program;

“**Authorised Driver**” means:

- An additional driver who signs the Additional Drivers Form or Rental Document;
- Your spouse; or
- Your employer or a fellow employee, if either is engaged in activities that are incidental to Your business duties;

Your business duties;

“**Avis**” means W.T.H. Pty Limited ABN 15 000 165 855 trading as “**Avis Australia**” or, where applicable, an independent Avis Rent A Car System licensee;

“**ER**” means Excess Reduction, an option which is described in clause 11.5;

“**PAI**” means the Personal Accident Insurance option set out in the PAI/PEB Policy;

“**PAI/PEB Policy**” means the insurance policy issued to Avis by a registered insurer, the terms of which govern PAI and PEB (You should receive a copy of the PAI/PEB Policy with these Terms and Conditions – if You do not have a copy, please ask Avis for one);

“**PEB**” means the Personal Effects and Baggage Insurance option set out in the PAI/PEB Policy;

“**Program**” means the Avis Preferred Service Program referred to in clause 1.2;

“**Rental Document**” means the document issued by Avis to You when a Vehicle is rented to You and which sets out the Vehicle’s details and the fees and charges applicable to that rental;

“**Rental Period**” means, in respect of each rental of a Vehicle, the period commencing when You receive the keys to the Vehicle from an Avis employee or agent and ending on the date that You return (or are regarded as returning under clause 9.3) the Vehicle to Avis;

“**Substitute Vehicle Insurance**” means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

“**Vehicle**” means any vehicle rented by You under the Program (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Avis;

“**You**” or “**Your**” refers to the person who has signed the Enrolment Profile referred to in clause 1.1 and with whom the Agreement is made.

## 3 Your participation in the program

3.1 (a) The information provided on any Enrolment Profile about You must be true, accurate, complete and up to date. You acknowledge that Avis will rely on such information to enter into the Agreement.

(b) You must notify Avis in writing if You wish to change Your selection of the following options:

- (1) PAI or PEB (see clause 15), or
- (2) ER (see clause 11.5).

3.2 You indemnify Avis for any loss, liability or expense arising from Your failure to comply with clause 3.1.

3.3 Avis may alter any of the fees or charges payable under the Agreement at any time without notice to You. You can be informed of the charges and fees by asking at the time of reservation or at the rental counter. You agree that You must pay all charges and fees whether or not You have asked about them.

3.4 Any notice sent to You by Avis will be deemed to have been received by You within three days of Avis having mailed it to the address shown on Your Enrolment Profile.

3.5 (a) Avis may change the locations from where the Program is available from time to time and without notice to You. You may find out which Avis locations participate in the Program by asking when You reserve a Vehicle.

(b) You will be required to follow standard Avis rental procedures at locations not participating in the Program at the time of rental. PAI and PEB may not be available at those locations.

3.6 Avis may terminate the Agreement and Your enrolment in the Program at any time if You or an Authorised Driver breach these Terms and Conditions.

## 4 Making a Reservation

For each rental, You must make Your reservation at least 24 hours before Your chosen time of rental, and inform the reservation agent that the reservation is for a Preferred Service rental.

## 5 Driver

You agree and acknowledge that:

- (a) only You or an Authorised Driver will drive the Vehicle, unless Avis has otherwise agreed in writing;
- (b) within the three years prior to the date of renting the Vehicle, neither You nor any Authorised Driver will have been convicted of an offence

relating to driving a vehicle:

(1) Under the influence of alcohol or drugs; or

(2) With a blood alcohol level over any legal limit;

(c) You and any Authorised Driver are for a rental:

(1) Licensed to drive the Vehicle, and have been so licensed to drive for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence); and

(2) Permitted by law to operate the Vehicle in the place of rental.

## 6 Where You Can and Cannot Drive the Vehicle

6.1 You and any Authorised Driver must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road.

6.2 You and any Authorised Driver must **not** drive or take the Vehicle:

(a) to Kangaroo Island or Fraser Island;

(b) into or out of the Northern Territory, Tasmania or to any points in Western Australia north of Carnarvon;

(c) in Queensland:

(1) Beyond Chillagoe or Georgetown in a westerly direction;

(2) If the Vehicle is a passenger vehicle or truck, beyond Cape Tribulation or Laura in a northerly direction;

(3) If the Vehicle has four wheel drive, beyond Cooktown or Laura in a northerly direction;

(d) above the snow line in Tasmania, New South Wales and Victoria (being Jindabyne in New South Wales and Bright in Victoria) from the beginning of June until the end of September; and

(e) on beaches or through streams, dams, rivers or flood waters.

## 7 Use of the Vehicle

7.1 You and any Authorised Driver must:

(a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;

(b) not allow the Vehicle to be used to tow or push anything;

(c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;

(d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;

(e) not allow the Vehicle to be used to carry passengers for payment of any kind;

(f) not use the Vehicle when it is damaged or unsafe;

(g) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and Avis' recommendations;

(h) not, without Avis' prior written consent, use the Vehicle to carry any flammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and

(i) not use the Vehicle in contravention of any law.

7.2 You must pay for any unauthorised repairs to the Vehicle and for all parking and traffic infringements in respect of the Vehicle during the Rental Period.

## 8 Maintenance, Security and Safety

8.1 You and any Authorised Driver must:

(a) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications;

(b) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and

(c) comply with any applicable seat belt and child restraint laws.

8.2 You must not have repairs to the Vehicle carried out unless Avis authorises You to do so. Avis will only reimburse You for the cost of such repairs if You keep and produce to Avis the original receipts for those repairs.

## 9 Return of Vehicle

9.1 You must return the Vehicle to Avis:

(a) to the place, on the date and by the time shown on the Rental Document;

(b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

9.2 If You return the Vehicle to a location other than that shown on the Rental Document, a "one-way fee" may apply. If a "one-way" fee applies, You must pay it at the end of the Rental Period. (A "one-way fee" may apply even if it is not shown on the Rental Document.)

9.3 If You return the Vehicle to an Avis location which is not open for business at the time, You will be deemed by Avis to have returned the Vehicle when that location next opens for business. The rental charges will continue until that location next opens for business. You must pay all additional rental charges.

9.4 If:

(a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or

(b) any special conditions set out in the "Rates" section on the Rental Document are breached,

the rates shown on the Rental Document will not apply and You must pay the Avis standard rate for the Vehicle for the Rental Period.

9.5 Avis may request the immediate return of the Vehicle, or Avis may re-take the Vehicle without notice, if Avis suspects that:

(a) You have breached a term or condition of the Agreement;

(b) damage to the Vehicle, or injury to persons or property is likely to occur; or

(c) the Vehicle will be involved in an industrial dispute; and

You must also pay Avis any cost it incurs as well as all costs and charges under the Agreement.

## 10 Fuel

If You do not select the Prepaid Fuel Option (where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the Fuel Service Charge per litre as set out on the Rental Document.

## 11 Loss Damage Waiver, Damage and Loss of Property

11.1 Subject to this clause 11, You are liable:

(a) for the loss of, and all damage to, the Vehicle; and

(b) for all damage to the property of any person:

(1) which is caused or contributed to by You or an Authorised Driver; or

(2) which arises from the use of the Vehicle by You or an Authorised Driver.

*Remember that references to the "Vehicle" include all of its parts, components, accessories and contents (see the definition of "Vehicle" in clause 2).*

11.2 Subject to clause 11.3, if You accept the Loss Damage Waiver option on

the Rental Document at the commencement of the Rental Period (or it is included in Your rate) and, where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of the Vehicle or for each separate event involving damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver, Avis:

- (a) waives Your liability under clause 11.1 for damage to the Vehicle or loss of the Vehicle; and
- (b) will ensure that You and any Authorised Driver are entitled to be indemnified under a policy of liability insurance provided by a registered insurer for You and an Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.

Loss Damage Waiver is subject to You and any Authorised Driver complying with the terms and conditions of the Agreement.

**11.3** You must always pay, and clause 11.2 does not cover:

- (a) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
  - You;
  - any other driver of the Vehicle; or
  - any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by a breach of the Agreement or any applicable law;
- (e) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle;
- (f) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle;
- (g) the cost of repairing any damage to the Vehicle, regardless of the cause, when no other Vehicle is involved.

**11.4** For the purposes of this clause 11, the amount You must pay for any damage or repair may be reasonably determined by Avis and includes:

- (a) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee; and
- (e) a per day loss of use fee based on the estimated downtime of the Vehicle.

**11.5 Excess:**

- (a) You are liable for the amount of the excess shown on the Rental Document for each separate event involving damage to or loss of the Vehicle or if there is damage to the property of any third party arising from Your use of the Vehicle. The amount of the excess varies depending on Your age, location, type of vehicle and applicable rental rate.
- (b) If You accept ER Your excess amount will be reduced, except for accidents where no other Vehicle is involved and provided You have not breached the Agreement.

- (c) The ER fee to reduce Your excess amount varies depending on Your age and the type of vehicle rented. Full details of the current excess amount and the ER fees are available from Avis.

- (d) Avis may change or cancel the availability of ER at any time by notice to You.

## **12 Liability of Avis**

**12.1** Avis is not liable to any person, and You indemnify Avis, for any loss of, or damage to, any property:

- (a) stolen from the Vehicle or otherwise lost during the rental; or
- (b) left in the Vehicle after its return to Avis.

**12.2** Neither clause 12.1 nor any other provision of the Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Trade Practices Act 1974 (Cth) ("the TPA") or any other State or Territory legislation to the same effect.

**12.3** If Your Rental Agreement is a contract for the supply of "recreational services" (as defined by section 68B of TPA or any comparable legislation, Avis has no liability to You or an Authorised Driver for death or personal injury arising in connection with any breach by Avis of any term implied by section 74 of the TPA or any comparable legislation.

## **13 Claims and proceedings**

Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:

- (a) promptly report such incident to the local police;
- (b) promptly report such incident in writing to Avis;
- (c) not, without Avis' written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (d) permit Avis or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in your name;
- (e) permit or ensure that Avis may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance and assist and cause the Authorised Driver to assist Avis in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Avis;
- (f) Complete and furnish to Avis within a reasonable time any statement, information or assistance which Avis or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

## **14 Payment**

**14.1** At the end of the Rental Period, You must pay Avis on demand:

- (a) all charges specified on the Rental Document and all charges payable under the Agreement;
- (b) any amount paid or payable by Avis or You to any person arising out of Your use of the Vehicle or imposed on You or Avis by any governmental or other competent authority (such as speeding, parking and traffic fines); and
- (c) any amount for which You are liable to Avis under the Agreement, in respect of a breach of the Agreement or otherwise.

**14.2** The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 9.4), plus
- (a) the amount payable for the number of kilometres driven during the Rental Period.

**14.3** Note that distance charges are measured from the Vehicle's odometer.

14.4 You authorise Avis to charge all moneys payable to Avis under the Agreement to Your credit card or charge account.

14.5 Avis will pay any refund due to You by such method as Avis may reasonably choose.

## 15 Personal Accident Insurance and Personal Effects and Baggage Insurance

**Important:** PAI and PEB are options offered in conjunction with the rental of a Vehicle from Avis. Please refer to the PAI/PEB Policy for the important terms and conditions of these options. You may arrange Your own insurance to cover the risks covered by these insurance policies.

15.1 You may choose the PAI and PEB options by indicating this on the Enrolment Profile. Those choices will apply to each rental that You make under the Program. You may change Your choices for future rentals by notifying Avis of the change in writing.

15.2 Subject to this clause 15, if You accept and pay for PAI or PEB, Avis will ensure that You are entitled to be indemnified under a policy of insurance provided to Avis by a registered insurer, on the terms set out in the PAI/PEB Policy.

15.3 On any rental for which You have chosen the PAI or PEB option, You must pay the charge for such option current at the time of rental for each full or partial day of the rental.

15.4 PAI and PEB charges may vary from time to time. You may ask about the current charges at the time of rental by requesting this information from the reservation agent when You reserve a Vehicle.

15.5 PAI or PEB may cease to be available. If this happens, Avis will provide notice to You.

# New Zealand Terms and Conditions

## Acknowledgment

I acknowledge that:

I have read, understood and accept the provisions of the enclosed New Zealand Terms and Conditions and acknowledge that:

My election in respect of optional coverages does not apply insofar as cover is included in the rate applicable to any rental or is mandatory in the country of rental. Motor Vehicle Insurance is compulsory for renters not domiciled in New Zealand.

## 1 General

1.1 These terms and conditions form part of an agreement ("agreement") which comprises the Master Rental Agreement Enrolment Profile ("Master Rental Agreement" completed by the hirer ("hirer") for the purpose of enrolling into the Avis Preferred Renter Programme ("Renter Programme"), a return copy of the Enrolment Profile and each Rental Agreement ("Rental Agreement") completed by Avis in respect of a particular rental.

1.2 The agreement is between the person signing the Master Rental Agreement as the hirer and Avis Rent A Car Limited or an independent Avis Rent A Car System licensee ("Avis") and covers every rental of a motor vehicle by the hirer from Avis under the Renter Programme. The hirer understands that by signing the Master Rental Agreement, the hirer will be deemed to have accepted the terms and conditions of the agreement. In the event any term or condition of the agreement is prohibited by the law of a jurisdiction covering a rental, that term is in that jurisdiction, ineffective only to the extent of that prohibition.

1.3 The hirer will be presented with a completed Rental Agreement when hiring a vehicle under the Renter Programme. The hirer need not sign the Rental Agreement at the time of hiring but it is to be read together with and forms part of the agreement. The Rental Agreement sets out particulars of the hire which will be deemed to have been accepted by the hirer upon the hirer taking possession of the vehicle described in the Rental Agreement.

1.4 The hirer warrants that all the information on the Master Rental Agreement is true and up to date in all respects. The hirer acknowledges that Avis has been induced by, and has relied upon such information to enter into the agreement. The hirer further warrants that all information supplied to Avis in the future will be true and up to date in all respects at the time it is provided.

1.5 The hirer will notify Avis forthwith of any change in the information on the Master Rental Agreement, including, without limitation, any change of employer, business or residential address, any change in the status or conditions of the hirer's driving licence, or credit identification.

1.6 The hirer shall indemnify and hold Avis harmless in respect of any loss, liability or expense arising out of any failure to notify Avis of any such change or which results from non-disclosure by the hirer of any change in any of the information previously provided by the hirer to Avis.

1.7 Avis may from time to time change the locations where Renter Programme rentals are available without notice to the hirer. The hirer may request the locations where Renter Programme rentals are available from the reservation agent at the time of reserving a vehicle under the Rental Programme.

1.8 When hiring a vehicle from a location not offering Renter Programme rentals, the hirer acknowledges that he or she will be required to follow standard Avis rental procedures.

1.9 Avis may change these terms from time to time by notice in writing to the hirer. Any such changes will apply to rentals by the hirer after such notice has been given.

1.10 Avis may, in its sole discretion, terminate the Renter Programme or the participation of the hirer in the Renter Programme at any time by written notice to the hirer.

1.11 Any notice sent by Avis to the hirer will be presumed to be received by the hirer three days after it has been mailed to the address of the hirer on the enrolment form or such other address provided by the hirer after returning the enrolment form to Avis.

## 2 Vehicle Description

Avis Rent A Car Limited (the "owner") will let and the hirer will take on hire the vehicle described in each Rental Agreement (the "vehicle").

### 2.1 Duration of Hire

The term of hire shall commence at the time on the day and shall cease at the time on the day specified in the Rental Agreement.

## 3 Persons Who May Drive Vehicle

The vehicle may be driven during the period of hire only by the persons named in the Rental Agreement or in a supplementary driver's sheet attached to the Rental Agreement, and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle.

### Payments by Hirer

- 4 The hirer shall pay Avis as payment for the hire of the vehicle for the period specified in clause 2 above, the amounts specified in the Rental Agreement.
- 5 In addition to the payment specified in clause 4 above, the hirer shall pay Avis the sum specified in the Rental Agreement for any insurance cover accepted by the hirer. The hirer, if aged under 25 years, may incur a surcharge.
- 6 In addition to the payment specified in clause 4 above, the hirer shall pay Avis on termination of the hiring a distance charge at the rate specified in the Rental Agreement for every kilometre run.
- 7 The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

### Hirer's Obligations

- 8 The hirer shall ensure that:
  - (a) the water in the radiator and battery of the vehicle is maintained at the proper level;
  - (b) the oil in the vehicle is maintained at the proper level;
  - (c) the tyres are maintained at their proper pressure.
- 9 The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

### Insurance

The following Clause 10 shall apply only if the hirer accepts Motor Vehicle Insurance on the Master Rental Agreement or Rental Agreement.

- 10 Subject to the exclusions set out below, the hirer, and any driver authorised to drive the vehicle, ("Authorised driver") is fully indemnified in respect of any liability he or she might have to Avis in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of Avis, including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, the hirer, and any authorised driver, is indemnified for up to \$350,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person arising out of use of the vehicle.

The hirer is responsible for any excess fee shown on the rental agreement.

### Exclusions

The indemnities referred to above shall not apply where the damage, injury, or loss arises when;

- (a) the driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle.
- (b) the vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
- (c) the vehicle is operated in any race, speed test, rally, or contest, or operated on any race or rally circuit.
- (d) the hirer is not a body corporate or department of State and the vehicle is driven by any person not named in the Rental Agreement or in a supplementary driver's sheet attached to the Rental Agreement as a person authorised to drive the vehicle.
- (e) the vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle.
- (f) the vehicle is wilfully or recklessly damaged by the hirer or any other person named in the Rental Agreement as a person authorised to drive the vehicle or driving the vehicle under the authority of the hirer, or is lost as a result of the wilful or reckless behaviour of the hirer or any such person.
- (g) the vehicle is operated on any of the following roads: Tasman Valley Road (Mt Cook); Skippers Road (Queenstown); or Ninety Mile Beach (Northland); or the unsealed portion of The Southern Scenic Highway (otherwise known as the Catalins Highway) (Southland).
- (h) the vehicle is operated outside the term of the hire or any agreed extension of that term.

It is agreed between the owner and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

## Summary of Optional Coverages

In addition to the insurance cover set out above, the hirer may also choose the Personal Accident Insurance ("PAI") and/or Personal Effects and Baggage ("PEB") Insurance and/or Excess Reduction ("ER") options by so indicating on the Master Rental Agreement. Avis acts only as MMI's Agent in arranging this insurance.

The hirer acknowledges that the terms of the PAI Insurance policy, PEB Insurance policy, or ER and the charges payable for PAI, PEB or ER may change from time to time or the availability of the PAI, PEB or ER options may be cancelled without notice to the hirer. Please confirm at the time of reservation your Optional Coverage requirement if you are travelling overseas, and at time of rental if travelling in New Zealand.

The insurance terms and conditions covered in this text relate to insurances that apply to New Zealand only. It is the obligation of the hirer to confirm the terms and conditions of insurances that relate to rentals outside of New Zealand.

### Personal Accident Insurance

If the hirer wishes to choose PAI, a copy of the insurance policy is available for inspection at the Avis location.

The hirer acknowledges that the following is a brief summary only, of the principal terms of PAI applicable at the date of the Master Rental Agreement:

- (a) PAI is an insurance plan which indemnifies the hirer in respect of bodily injury, if the hirer dies or suffers a permanent injury whilst driving the vehicle (amongst other things). PAI insurance is only available to those aged over 21 and under 70 years of age. The sum payable in the event of such death or injury is set out in the PAI Insurance policy.
- (b) PAI insurance is subject to certain exemptions, conditions and

limitations set out in the PAI Insurance policy and in particular, PAI insurance will not apply in certain situations or if death or injury is intentionally self-inflicted.

### Personal Effects & Baggage Insurance

If the hirer wishes to purchase PEB insurance, a copy of the relevant insurance policy is available for inspection at the Avis location. The hirer acknowledges that the following is a brief summary only of the principal terms of PEB insurance applicable at the date of the Master Rental Agreement. The PEB insurance indemnifies the hirer and authorised driver's immediate family who are dependents of and travelling with the hirer or an Authorised Driver in the Vehicle (each an "insured person") for loss of, or damage to, personal effects and baggage against sudden and unforeseen accidental physical loss or damage. If such loss or damage occurs the insurer will, at its option, either:

- (a) pay the insured person the value of the property lost or damaged, or
- (b) reinstate or repair the property lost or damaged.

Cover of up to \$2,000 is provided for each insured person, although the maximum total payable in respect of all insured persons during the period of the Vehicle rental is \$6,000. The cover is subject to certain exceptions, conditions and limits with the first \$25 of loss to be paid by the insured person. The insured person must exercise reasonable care in the supervision of their baggage. A claim must be made in accordance with the PEB policy.

### Excess Reduction (ER)

Under ER the hirer is indemnified in respect of the excess up to NZ\$1,900 (plus Goods and Services Tax) which would otherwise be payable by the hirer in the event that loss or damage is sustained to the vehicle or its accessories or spare parts, or in respect of any liability the hirer may have for damage to any property. The amount of that excess and the daily rate payable in respect of ER is dependent upon the age of the hirer, the type of vehicle hired, and the location of hire. Full details of the current excess and rates payable for ER are available from the owner at the address specified in the Master Rental Agreement. Avis may change and/or cancel the availability of ER at any time without notice.

### Rejection of insurance

11 Refer to the Master Rental Agreement.

### Avis' obligations

12 Avis shall supply the vehicle in a safe and roadworthy condition.

13 Avis shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that those costs are payable by the hirer.

Note: By virtue of clause 7 above, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

### Mechanical repairs and accidents

14 If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise Avis of the full circumstances by telephone as soon as practicable.

15 The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner (this includes purchasing a replacement tyre) except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

16 The hirer shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.

### Use of vehicle

17 The hirer shall not use or permit the vehicle to be used for the carriage of passengers for the hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.

18 The hirer shall not:

- (a) sublet or hire the vehicle to any other person;
- (b) permit the vehicle to be operated outside his or her authority;
- (c) operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
- (d) operate the vehicle or permit it to be operated in any race, speed test, rally, or contest;
- (e) operate the vehicle or permit it to be operated to propel or tow any other vehicle;
- (f) operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws relating to road traffic;
- (g) operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;
- (h) drive or permit the vehicle to be driven by any person if at the time of driving the vehicle, the hirer or other person is not the holder of a current driver's licence appropriate for the vehicle;
- (i) transport any animal in vehicle (with the exception of Guide Dogs for visually impaired people).

### Return of vehicle

19 The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the location described in the relevant Rental Agreement, or obtain Avis' consent to the continuation of hire.

### Immediate return of vehicle where default or damage

20 Avis shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the Master Rental Agreement or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Master Rental Agreement or otherwise.

### Privacy

21 Avis hold information from the hirer for the purposes of the hirer's rental activity with Avis and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services of Avis. Avis may use the information for any of these purposes. The hirer is entitled to request access to and correction of these details at any time by contacting Avis.

### Note to hirer

Avis must give you at least one copy of the Rental Agreement. A copy of the Rental Agreement must be kept in the vehicle throughout the term of the hire and produced on demand by any police officer, traffic officer, or other authorised employee of the Ministry of Transport.