



Ready to rent.

Terms and Conditions Rental Jacket.



feel the motion.

TIPS FOR A SMOOTH RENTAL PROCESS:

BEFORE



Inspect your vehicle for any existing damages and verify if they are listed on your rental agreement. If not, alert a SIXT employee to record them BEFORE leaving the branch.

DURING



Refill your tank before returning if you did not purchase our prepaid fuel option, otherwise, you will be charged a per-gallon rate as stated in your contract. Keep a copy of your receipt as you may be asked to present it upon returning the vehicle.

AFTER



Check the trunk, glove box, center console, and under the seats for personal belongings before returning your vehicle.



A Customer Service Associate will log the fuel, miles, and any damages.



You will receive an invoice via email within 24 hours of returning your car.

Rental Agreement Terms and Conditions “Terms and Conditions”

1. Definitions. “Agreement” means the Terms and Conditions in these Terms and Conditions and the provisions found on the Face Page provided to you on the day of your rental (the “Face Page”). “You” or “your” means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver, or any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our”, “Sixt” or “us” means Sixt Rent a Car, Inc. “Additional Driver” means a person we list on the Face Page of this Agreement. “Authorized Driver” means the renter, any Additional Driver, or any other individual but only where required by applicable law. “Unauthorized Driver” means anyone who is not the renter, any Additional Driver, nor any other individual as required by applicable provincial or state law. “Vehicle” means the motor vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents, but “Vehicle” does not include portable navigation devices or other optional equipment (“Optional Equipment”) that you rent from us. “LDW” means Loss Damage Waiver “Loss of Use” means the loss of our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental. “Diminished Value” means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. “Vehicle License Fee” means our estimate of the average per day per vehicle portion of charges imposed by governmental authorities on us, including our total annual vehicle licensing, titling, plating, inspection, and registration costs, or to recover other similar charges as permitted by applicable law.

2. Authorized Driver. As the renter or signatory of this Agreement, you certify that you hold a valid driver’s license for the appropriate class authorizing you to drive the car or cars described in the contract and you undertake to ensure that any person called upon to drive the said car or cars also holds a valid driver’s license for the appropriate class pursuant to local law. Authorized drivers must be at least 21 years of age. Authorized Drivers are the only persons permitted to drive the Vehicle. To the extent permitted by law, we may charge an additional fee for each Authorized Driver (other than the renter).

3. Rental, Indemnity, and No Warranties. This is a contract for rental of the Vehicle. The price you are provided on your Face Page is only for the specific rental period on the Face Page. If you return your Vehicle early or late your price is subject to change. To the extent permitted by law, we may terminate this Agreement and repossess the Vehicle at your expense without notice to you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. To the extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle; and (b) We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose. You agree not to alter the Vehicle or any Optional Equipment. If you or an Authorized Driver determine the Vehicle or any Optional Equipment is unsafe, you or the Authorized Driver shall stop operating the vehicle or Optional Equipment and notify us immediately.

4. Telematics Notice and Release. You acknowledge that the Vehicle may be equipped with a telematics device, global positioning satellite (“GPS”) technology, an electronic locator device, and/or an event data recorder. We may find, monitor, or disable the Vehicle through such systems if we deem it necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring

may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. You acknowledge these systems may use cellular telephone, wireless technology, Bluetooth technology, or radio signals to transmit data, and therefore your privacy cannot be guaranteed. You authorize any person's use or disclosure of or access to location information, automatic crash notification, and operational vehicle reporting conditions of Vehicle as permitted by law. You shall inform any and all drivers and passengers of vehicle of the terms of this section and that you have authorized release of information as provided herein. You agree to release us and agree to indemnify, defend and hold us harmless for any damage to persons or property caused by failure of the telematics device to operate properly, or otherwise arising from the use of the telematics device. Third party telematics service providers are not our agents, employees, or contractors. Your use of a telematics system during the rental is subject to the terms of service and privacy policy of the third-party telematics system provider. The Vehicle may collect and store personal information if you chose to connect your smartphone or other device to the Vehicle's Infotainment System. SIXT does not access, collect or use any information that may be stored by the Infotainment System. [.] If you choose to connect your device to the Infotainment System, you are representing that you understand that information from your device may be stored by the Vehicle's Infotainment System.

5. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned to any other office or location or left somewhere other than the office or location identified by us, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you are not operating it, and return the Vehicle with at least the same amount of fuel as when rented, unless we offer and you purchase a pre-paid fuel service. No refund or credit shall be issued if you return the Vehicle with a greater amount of fuel than when you received it.

6. Responsibility for Damage or Loss; Reporting to Police; Responsibility for Fees; Responsibility for Optional Equipment. Except to the extent restricted, modified or limited by provincial law, you are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by collision, weather, road conditions and acts of nature, even if you are not at fault. It is your responsibility to inspect the Vehicle for damage before leaving our facility. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll fees, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental. If you fail to pay any of these charges and we pay any part of them, you will reimburse us for all such charges and, in addition, pay us an administrative fee of up to \$40

for each such charge.

a. Tolls. You agree that if you do not purchase one of the toll products offered by Sixt that you will use "Cash" lanes only on toll roads during your rental. Failure to pay the toll at a Cash lane or driving the Vehicle through an automated express lane will result in additional fees. If you use an automated express/toll lane you will pay us our administrative fee of \$5 plus the applicable toll fee for each time you use an automated express/toll lane during your rental. This fee will be charged to your credit card account after the close of your rental transaction.

b. Optional Equipment. Upon request and subject to availability, we offer certain Optional Equipment, including but not limited to, Child Seats and Global Positioning Devices, for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented. Optional Equipment is not part of the car. You are responsible for any loss or damage to any Optional Equipment regardless of the cause, even if you have accepted LDW. You should review the operational instructions for all Optional Equipment before leaving the rental location. If you rent a Child Seat from us, you have the sole responsibility to inspect and properly install the seat yourself. We make no warranties, express, implied or apparent, regarding the Child Seat or any other Optional Equipment, no warranty of merchantability, and no warranty that the Child Seat or any other Optional Equipment is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to your use of the Child Seat, or any other Optional Equipment. If you choose to rent a Global Positioning Device ("GPS") from us, you are responsible for returning it in the same condition as when rented with all accessories provided, including the carrying case, the car charger, the windshield mount, and, in provinces or states where provided, the console beanbag mount ("GPS Accessories"). If the GPS or GPS Accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us the fair market value for its repair or replacement.

7. Loss Damage Waiver; Prohibited Use of the Vehicle; Roadside Assistance; Tire and Glass Protection ("TG"). tLDW is not insurance, are optional, and may duplicate other coverage that you have. If you purchase LDW and the Vehicle is operated in accordance with this Agreement, we waive your responsibility for the portion of damage to or loss, aside from any deductibles stated on your Face Page, of the Vehicle that is stated on the Face Page, except for damages to the tires and glass of the Vehicle that are not the result of an unexpected and sudden event resulting in loss, involving at least another road traffic participant. If you do not accept LDW, or if the car is lost or damaged as a direct or indirect result of engaging in the prohibited uses listed in (a) to (q), or any combination thereof of this section 7 or those listed in Section 9, you are responsible; and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the greater of its retail fair market value or its value on our books of account (also known as depreciated book value), the car's retail fair market value before it was damaged and the sale proceeds. Depreciated book value may be higher than retail fair market value. We will not waive your responsibility, even though you purchased LDW or PDW, if you gave us false, fraudulent or misleading information prior to the rental or during the rental, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information; or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to or loss of the Vehicle is the result of a prohibited use, including damage or loss that: (a) is caused by anyone who is not an

Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a felony or other crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) results from use of the Vehicle outside the geographic area specified on the Face Page, or from use in Mexico; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (l) occurs when the Vehicle is unlocked, or the keys or key fob are lost, stolen or left in the Vehicle when not operating it; (m) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (n) results from failure to allow sufficient height or width clearance; (o) results from your willful, wanton or reckless act or misconduct; (p) results from fueling with a type of fuel improper for the specific Vehicle; (q) results from driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode; or any combination of (a) to (q). In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us all the Vehicle keys or ignition devices we gave you at the time of rental.

a. Lost or Damaged Keys or Key Fobs. Even if you purchase LDW or PDW and do not violate the terms detailed in paragraph 6 above, you will be responsible for the following: a) a service fee for replacing the keys or key fob and delivering replacement keys or key fobs or towing the Vehicle to the nearest Sixt location if you lose the keys or key fob to the Vehicle; and b) a service fee for delivering replacement keys or key fob or towing the Vehicle to the nearest Sixt location if you lock the keys or key fob in the Vehicle and request assistance from Sixt, flat tire service, and jumpstarts.

b. Tire and Glass Protection. Tire and Glass Protection is not insurance. If you purchase the optional Tire and Glass Protection and the Vehicle is operated in accordance with this Agreement, we waive your responsibility for damages to the tires and glass of the Vehicle that are not the result of an unexpected and sudden event resulting in loss, involving at least another road traffic participant. If there is tire or glass damage as a result of the Vehicle being used, directly or indirectly, in a manner in the Prohibited Uses listed in Section 9.

c. Roadside Assistance Protection. Roadside assistance is available to all renters. In some cases, we may offer additional Roadside Assistance Protection. If you purchase the optional Roadside Assistance Protection, we will provide you with 24/7 breakdown assistance (where available) without additional charge. Roadside Assistance Protection includes replacement of lost keys or key fobs, flat tire service, jumpstart, out of gas service, and key lockout services. Cost of a replacement tire is not covered by Roadside Assistance Protection. If you do not purchase Roadside Assistance Protection, you may incur additional costs if we provide the services described above. When deciding whether to purchase Roadside Assistance Protection, you may wish to check whether you have other coverage for the services. **ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE AND IS OPTIONAL. ROADSIDE ASSISTANCE PROTECTION IS VOID IF YOU ARE**

IN BREACH OF THIS AGREEMENT, INCLUDING THE PROHIBITED USES IN PARAGRAPH 9.

8. Liability Protection: Only where required by law we extend our auto liability insurance coverage to you or anyone driving the car, who is permitted to drive it by the Rental Agreement, or by law, up to the statutory minimum financial responsibility limits: Any driver authorized by Sixt's Rental Agreement, or by applicable law, 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 applicable limits, according to the terms and subject to all of the conditions of the Rental Agreement and a standard automobile liability insurance policy, including all requirements as to notice and cooperation on the driver's part. Except where required by law to be primary, any protection provided by us shall be secondary to any applicable insurance available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way. You agree that we can provide this protection under a certificate of self-insurance or an insurance policy or both as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand and agree that unless required by applicable law we will not provide: (1) coverage for fines, penalties, punitive or exemplary damages; (2) coverage for bodily injury to you, or your death, while not a driver, or any member of your 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 we reject all such coverages where and 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.

9. Prohibited Uses. Where permitted by law, the following, in addition to the prohibitions listed above in the Loss Damage Waiver section, unless granted permission by Sixt, shall be considered prohibited uses of the Vehicle ("Prohibited Uses"): You use or permit the car to be used:

- By anyone without first obtaining Sixt's written consent;
- By anyone who is not a qualified and licensed driver;
- To carry persons or property for hire, livery, On-Demand service, or Transportation Network Company (uber, Lyft, etc.);
- To propel or tow any vehicle, trailer or other object;
- In any race, test or contest;
- For any illegal purpose or in the commission of a crime;
- To instruct an unlicensed person in operation of vehicle;
- If the vehicle is obtained from Sixt by fraud or misrepresentation;
- To carry persons other than in the passenger compartment of the Vehicle;
- Loading the vehicle beyond its rated capacity;
- While under the influence of alcohol or other intoxicants such as drugs or narcotics or under any other physical or mental impairment which adversely affects the driver's ability to operate the Vehicle;
- Intentionally causing damage to or loss of the Vehicle;
- On other than a paved road or graded private road or driveway;
- In an unsafe, reckless, grossly negligent, or wanton manner. Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred:
- Younger than the minimum age set forth in this agreement; and

- Driving the Vehicle outside of the Geographic area provided in the Rental Information on Sixt.com and on your Face Page.

PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY SIXT, AND MAKES YOU RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO OR CONNECTED WITH THE VEHICLE, REGARDLESS OF THE CAUSE, INCLUDING BUT NOT LIMITED TO SIXT'S EXPENSES, INCLUDING LOSS OF USE.

10. Insurance. YOU AGREE TO MAINTAIN AUTOMOBILE INSURANCE during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: a) Bodily injury ("BI") and property damage ("PD") liability coverage; b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; c) Uninsured/underinsured ("UM"/"UIM") coverage where required, and d) Comprehensive and collision damage coverage extending to the rental vehicle. Customer's insurance will provide at least the minimum limits of coverage required by the financial responsibility ("FR") laws of the province, territory, or state where the loss occurs. In provinces, territories, or states where the law requires our insurance coverage to provide insurance, it will provide excess insurance only to You or any other driver, from any other source, whether primary, excess, secondary or contingent in any way, up to the minimum limits required by the FR laws of the province, territory or state where the loss occurs. If this protection is extended by operation of law to anyone not permitted by this rental agreement to drive the car, or to any person or instance where coverage is not intended to be afforded by this rental agreement, the FR limits of the jurisdiction in which the accident occurred will apply. Your insurance will be primary. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with us and our insurer if any claim is made. Our insurance applies only in Canada. There is no coverage in Mexico or any country that is not Canada or the United States. You must obtain written permission and purchase special liability insurance to use or operate the rental vehicle in Mexico or any other country that is not Canada or the United States. Where permitted by law, You reject UM, UIM, supplemental, PIP, and no-fault coverages. Where our insurance is required to provide any such coverage, such coverage will afford only the minimum limits required by law. Any breach of this rental agreement will void any insurance coverage. YOU UNDERSTAND THAT YOU ARE NOT AN ADDITIONAL INSURED UNDER SIXT'S INSURANCE FOR COLLISION, UPSET AND COMPREHENSIVE DAMAGE TO THE VEHICLE.

11. Charges and Costs. Unless prohibited by law, you will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Face Page and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) any taxes, surcharges or other government-imposed fees that apply to the transaction; (c) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (d) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a reasonable fee not to exceed \$400 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking or vaping in our Vehicle; and, (h) towing, impound, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental. Special rental rates,

vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In Date, you may be charged the standard rates for each day (or partial day) after the Due-In Date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental period. You will not receive a refund of prepaid amounts if you return the Vehicle before the Due-In Date. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.

If a reservation is for a period in excess of twenty eight (28) consecutive days, such reservation shall be governed by the following and supersede any contradictory terms in this Agreement. Such reservation shall consist of consecutive rentals for individual terms of no more than twenty eight (28) days each ("Rental Period"), but consecutively lasting for a period of time equal to the reservation period ("LT Reservation Period"). Each Rental Period is a separate rental, distinct from any other Rental Period during the LT Reservation Period. Subsequent rental agreements will be sent to You via email. You must review, electronically sign, and provide the Vehicle's current mileage for each subsequent rental agreement. You agree that Sixt will send this email for three consecutive days and if you do not respond, then Sixt will deem the rental agreement as accepted. You acknowledge that on the first day of each rental agreement you will be charged the rental agreement's gross total and that this will occur for every rental agreement in the LT Reservation Period. Further, if the payment fails, You will be required to provide a different payment method. A Sixt representative will contact You email for three consecutive days, or until You are reached, or You contact Sixt back. The first two days, You will be informed about the failed authorization. On the third day of no response, You will be informed the vehicle must be returned at a Sixt location within 24 hours and the new rental agreement will be void. If the Vehicle is not returned and no alternative payment method is provided, the Vehicle will be considered overdue, and the overdue process will commence. Each rental during the LT Reservation Period will be charged the same time and mileage rate as set forth in the reservation for the initial Rental Period, however applicable fees and taxes are subject to change. You acknowledge that at any time You agree to a revised agreement, such revised agreement will govern each remaining Rental Period. In the event you return the Vehicle before the end of the applicable rental agreement, there will be a recalculation of your daily time and mileage rate based on your actual length of rent. Based on this daily rate, you will be responsible for a potentially higher daily rate for the shortened length of rent. If there is a difference, it will be refunded to You within three to fifteen business days from your return date.

If you do not contact us to extend your rental, nothing herein gives you permission to retain possession of your rental vehicle beyond the date and time stated on your Rental Agreement. If you retain possession of the vehicle without contacting us, we will follow our standard overdue

a. Change of Return Location: You agree if you return your Vehicle to a permissible location other than the return address listed on your Face Page, without previously informing us of your intentions to do so, you will be charged a change of location fee of \$20.00, in addition to any applicable one-way charges.

b. Early Return Fee: You agree if you return your Vehicle earlier than the Due In time listed at the top of your Face Page, without previously informing us of your intentions to do so, and it causes the amount of rental days listed on this Face Page to be reduced by one rental day or more, you may be charged an early return fee of \$10.00, in addition to any applicable changes to the daily Rental Day charges.

c. Late Return Fee: You agree if you return your Vehicle two hours or more later than the Due In time listed at the top of this Face Page, without previously informing us of your intentions to do so, you may be charged a late return fee of \$10.00, in addition to any applicable changes to the daily Rental Day charges and the amount of days charged, if your late return leads to you being in possession of the vehicle for an additional rental day(s).

If you do not contact us to extend your rental, nothing herein gives you permission to retain possession of your rental vehicle beyond the date and time stated on your Rental Agreement. If you retain possession of the vehicle without contacting us, we will follow our standard overdue process.

12. Deposit. You permit us to reserve against your credit or debit card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than \$200, or the amount listed on the Face Page. For Vehicles in the executive or luxury categories you authorize us to reserve up to \$5,000 against your credit or debit card. We may use your deposit to pay any amounts owed to us under this Agreement. The deposit amount does not limit in any way the total amount owed to us under this Agreement. We will authorize the release of any excess Reserve upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately available.

13. Your Property. Sixt is not responsible for any damage to or theft of Renter's personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental transaction. Renter acknowledges and agrees that no bailment is or shall be created upon Sixt, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Sixt's premises. Sixt is not liable for and Renter shall defend, indemnify and hold Sixt and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Sixt or its affiliate(s) or in any way arises out of Renter's or Renter's passengers failure to remove any personal property, including but not limited to data or records of Renter or Renter's passengers downloaded or otherwise transferred to Vehicle. Sixt is not responsible for and Renter releases Sixt from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data or records from Vehicle. Renter acknowledges and agrees that no bailment is or shall be created upon Sixt, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Sixt's premises.

14. Breach of Agreement. The acts listed in Paragraphs 6 and 7 are prohibited uses of the Vehicle and breaches of this Agreement. **YOU WILL BREACH THIS AGREEMENT IF YOU ALLOW ANY PERSON OTHER THAN THE RENTER OR AN AUTHORIZED DRIVER TO OPERATE THE VEHICLE. IF AN UNAUTHORIZED DRIVER DAMAGES THE VEHICLE OR INJURES OTHERS, WE WILL HOLD YOU RESPONSIBLE FOR THE DAMAGE.** You waive all recourse against us for any criminal reports or prosecutions taken against you by law enforcement arising out of your

breach of this Agreement.

15. Modifications. No term of this Agreement can be waived or modified except by a writing signed by one of our expressly authorized representatives. Sixt counter representatives are not authorized to waive or change any term of this Agreement. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment from us by the Due-In Date. This Agreement constitutes the entire agreement between you and us.

16. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

17. Waiver. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **TO THE EXTENT PERMITTED BY LAW, YOU RELEASE US FROM ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS RENTAL OR THE RESERVATION OF A VEHICLE.**

18. ARBITRATION AGREEMENT. TO THE EXTENT PERMITTED BY LAW, YOU AND SIXT AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR OUR PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES INCLUDING WITHOUT LIMITATION CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORTS), FRAUD, AGENCY, NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS OR ANY OTHER SOURCE OF LAW. TO THE EXTENT PERMITTED BY LAW, THE ARBITRATOR, AND NOT ANY FEDERAL, PROVINCIAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE AUTHORITY TO RESOLVE ANY AND ALL DISPUTES RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. THE PARTIES ALSO AGREE THAT CLAIMS INVOLVING A THIRD PARTY INSURANCE COMPANY SEPARATELY PROVIDING COVERAGE TO YOU, PERSONAL INJURY CLAIMS, OR CLAIMS RELATING TO THE APPLICATION OF YOUR FINANCIAL RESPONSIBILITY RELATING TO THE USE OR OPERATION OF VEHICLE, MAY BE BROUGHT IN A COURT WITH VALID JURISDICTION. IF ANY PORTION OF THIS "ARBITRATION AGREEMENT" SECTION IS DEEMED TO BE INVALID OR UNENFORCEABLE OR IS FOUND NOT TO APPLY TO A CLAIM, THE REMAINDER OF THIS "ARBITRATION AGREEMENT" SECTION REMAINS IN FULL FORCE AND EFFECT.

19. DISPUTE RESOLUTION PROCEDURE. TO THE EXTENT PERMITTED BY LAW, BEFORE ASSERTING A CLAIM IN ANY PROCEEDING, YOU AND SIXT AGREE THAT EITHER PARTY SHALL GIVE THE OTHER PARTY WRITTEN NOTICE OF THE CLAIM TO BE ASSERTED THIRTY (30) DAYS BEFORE INITIATING A PROCEEDING AND MAKE A REASONABLE GOOD FAITH EFFORT TO RESOLVE THE CLAIM. IF YOU ARE INTENDING TO ASSERT A CLAIM AGAINST SIXT, YOU MUST SEND THE WRITTEN NOTICE OF THE CLAIM TO ATTENTION: P.O. BOX 30042, VANCOUVER, BC V6P 5A0. IF SIXT IS INTENDING TO ASSERT A CLAIM

AGAINST YOU, WE WILL SEND THE WRITTEN NOTICE OF THE CLAIM TO YOU AT YOUR ADDRESS APPEARING IN OUR RECORDS. NO DEMAND FOR ARBITRATION MAY BE MADE AFTER THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM OR DISPUTE WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATION.

NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED PRIOR TO ANY LEGAL PROCEEDING MAY BE USED IN ANY PROCEEDING INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF) AND SHALL REMAIN CONFIDENTIAL BETWEEN YOU AND SIXT.

IF YOU AND SIXT DO NOT RESOLVE THE CLAIM WITHIN THIRTY (30) DAYS AFTER THE ABOVE DESCRIBED NOTICE IS RECEIVED, EITHER PARTY MAY COMMENCE AN ARBITRATION. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 19, THE DOMESTIC ARBITRATION ACT OF THE PROVINCIAL OR TERRITORIAL JUDICIAL DISTRICT OF THE RENTAL LOCATION APPLIES TO THIS DISPUTE RESOLUTION PROCEDURE SECTION AND GOVERNS WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THE ARBITRATOR IS BOUND BY THE AGREEMENT AND THE DOMESTIC ARBITRATION ACT OF THE PROVINCIAL OR TERRITORIAL JURISDICTION OF THE RENTAL LOCATION. THE ARBITRATOR HAS NO AUTHORITY TO JOIN OR CONSOLIDATE CLAIMS, OR ADJUDICATE JOINED AND CONSOLIDATED CLAIMS. THE ARBITRATOR HAS EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE SCOPE, INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THE AGREEMENT, INCLUDING WHETHER IT IS VOID. THE PARTIES AGREE THAT THE ARBITRATOR'S DECISION AND AWARD WILL BE FINAL AND BINDING AND MAY BE CONFIRMED OR CHALLENGED IN ANY COURT WITH JURISDICTION AS PERMITTED UNDER GOVERNING LAW. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT, BUT ONLY IN FAVOR OF AN INDIVIDUAL CLAIMANT, WHETHER RENTER OR SIXT. IF YOU ARE AN INDIVIDUAL, IN THE EVENT THAT (1) YOUR CLAIM IS LESS THAN \$10,000, AND (2) YOU ARE ABLE TO DEMONSTRATE THAT THE COSTS OF ARBITRATION WILL BE PROHIBITIVE AS COMPARED TO COSTS OF LITIGATION, SIXT WILL PAY AS MUCH OF YOUR FILING AND HEARING FEES IN CONNECTION WITH THE ARBITRATION AS THE ARBITRATOR DEEMS NECESSARY TO PREVENT THE ARBITRATION FROM BEING COST-PROHIBITIVE AS COMPARED TO THE COST OF LITIGATION. YOU ARE RESPONSIBLE FOR ALL OTHER COSTS/FEES THAT YOU INCUR IN ARBITRATION (E.G. FEES FOR ATTORNEYS, EXPERT WITNESSES, ETC.).

IF ANY PORTION OF THIS "DISPUTE RESOLUTION PROCEDURE" SECTION IS DEEMED TO BE INVALID OR UNENFORCEABLE OR IS FOUND NOT TO APPLY TO A CLAIM, THE REMAINDER OF THIS "DISPUTE RESOLUTION PROCEDURE" REMAINS IN FULL FORCE AND EFFECT.

20. CLASS ACTION WAIVER. TO THE EXTENT PERMITTED BY LAW, YOU AND SIXT EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND SIXT AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. The parties agree, however, that either party may bring an individual

information as set out below and as further detailed in the Privacy Policy. Among other uses, personal information may be used to assist you with reserving, renting, purchasing and leasing motor vehicles and provide you information on our car sales, ride-sharing and fleet services; provide you by mail & email with discounts, coupons, offers and information that may be of interest to you; obtain your feedback on your satisfaction with Renter's services by contacting you by e-mail on a cell phone or other phone number provided on the Rental Contract or otherwise provided to Sixt; compile statistics and analysis about customers' use of our sites, products and services; and help operate, maintain and improve our systems and sites. For additional details, please see the privacy policy. Renters may always opt out of receiving communications, including commercial electronic messages for marketing purposes or from receiving telemarketing or customer satisfaction calls.

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