

Rental terms and conditions for Porsche vehicles of Porsche Rive-Sud

As per the Rental Agreement, the Lessor hereby leases to the undersigned Lessee the vehicle, as described on the Rental Agreement subject to all terms and conditions stipulated herein, including the provisions the Lessee acknowledges having read the Rental Agreement.

1. **Vehicle owner**

1. The Lessee acknowledges that the vehicle is the property of the Lessor and that he has received the vehicle in good condition.
2. The Lessor hires out the car in its own name and on its own account.

2. **Cancellation, no show**

1. The Lessee is able to cancel a reservation up until 24 hours prior to the start of the rental period. In the event that the Lessee cancels the rental at a later point in time, the Lessee has to pay a cancellation fee for expenses incurred by the rental company according to the price list which will then be debited to his credit card.
2. In case that the Lessee does not take over the car within 30 minutes following the agreed time ("No Show") the rental company is entitled to hire out the car to a third party. In case that the car is not taken over by the Lessee, the Lessee has to pay the agreed rental price.

3. **Conclusion of the rental agreement, joint customer, taking over of the car**

1. The rental agreement is concluded upon taking over the car. It can be regulated in the rental agreement that the car is not solely used by the Lessee but also by the other driver (referred to as "joint Lessee" in the Rental Agreement). The joint Lessee is liable as a joint debtor to the rental company.

4. **End of rental period, return of the car**

1. The rental agreement terminates when the agreed rental period elapses. In case that the Lessee continues to use the car following the end of the rental period, the rental agreement cannot be deemed to be prolonged.
2. In case that the car is not returned to the rental company at the time of the termination of the rental agreement without any fault on the side of the Lessee, the Lessor is entitled to ask for compensation for loss of use of at least the agreed rental price; in case that the Lessee is responsible for the car not being returned on time, he has to pay an additional 50% of the agreed rental price. Further claims remain unaffected.
3. The Lessee undertakes to return the vehicle to the Lessor, together with all tools, accessories and equipment in the same condition in which he received them, considering normal wear and tear, on the date specified on the contract, or earlier if so required by the Lessor. If the vehicle is not returned on the agreed date, the Lessor may at any time repossess the vehicle at the Lessee's expense.

5. **Rental price, security deposit**

1. The Lessee agrees to pay the Lessor, at the latter's demand, all charges in time, kilometrage and service, minimums or other, which are recorded on the Rental Agreement, at the rate demanded by the Lessor on the date the Rental Agreement is signed. The Lessee is liable and undertakes to reimburse the Lessor, upon request, all costs for loss or damage, of whatever nature, caused to the tires, tools, accessories or equipment. The person signing the Rental Agreement and any other person, company or association in whose name the signer accepts the conditions herein, shall be called Lessees hereinafter and shall all be jointly and severally liable for the payment of all the charges under the Rental Agreement.
2. The rental price is debited to the credit card of the Lessee. The owner of the credit card entitles the rental company to debit the overall amount to this account via his signature. This authorization also applies in respect to further debits due to corrections of the rental price, damages, costs of returning the car, cost of fuel, extra cleaning, loss of keys and road traffic offences according to the rental agreement and conditions stipulated therein. Such a debit can occur within six (6) months following the return of the car, in particular with respect to fuel charges and repairs.

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3. The Lessee is obliged to deposit a security of five thousand dollars (\$5,000) at the beginning of the rental period. The Lessor is not obliged to keep the security separate from its assets. The security will not be subject to interest payments. The security will also be debited to the credit card of the Lessee. Instead of debiting the credit card of the Lessee, the rental company is also entitled to have an amount equal to the security frozen within the credit scale which has been granted by the credit card company to the customer.

6. Overview of fees:

- Over the mileage allowance: one dollar and 50 cents (\$1.50) per km.
- Gas refuel (at return with a non-full tank): price of fuel plus twenty-five dollars (\$25).
- Handling fee for tickets and motoring fine: twenty-five dollars (\$25).
- Extra cleaning: from two hundred dollars (\$200).
- Delivery and Return charge: Five dollars (\$5) per km plus additional costs (excluding technical breakdown)
- Loss of car keys: Three thousand five hundred dollars (\$3,500).
- Delayed return without notification and permission from Lessor: Price of extra term of lease, plus 50%.

7. Use of the car, ban on alcohol and drugs

1. The vehicle may not be use: a) to transport persons or goods for remuneration; b) to tow or push another vehicle, trailer or other object; c) in a race, contest or speed trial; d) when the client or any other driver of the vehicle is under the influence of alcohol, drugs (hallucinogenic or other), narcotics or barbiturates; e) other than on highways and roads under federal, provincial or municipal jurisdiction; f) in the United States, unless you have the written permission of the Lessor; g) when the speedometer is altered or disconnected; h) to give driving lessons to a person who does not possess a driver's licence. If the vehicle is obtained from the Lessor fraudulently or under false pretenses, or if it is used for illegal purposes, all use of the vehicle shall be deemed as having been made without the Lessor's permission.
2. The Lessee undertakes not to lend the leased vehicle nor to transfer use of the said vehicle, under any pretext whatsoever, to a third party. The Lessee also undertakes not to lease, use or allow to be used the leased vehicle for the transportation of any person or any merchandise for remuneration.
3. It is prohibited for any person to drive the vehicle, apart from the Lessee himself and any joint lessee included on the Rental Agreement.

8. Malfunction, accidents, breakdowns, repairs

1. In the event the car displays a warning light or in case of a mechanical breakdown is affecting the smooth operation of the vehicle, the Lessee immediately undertakes to contact
Porsche Roadside Assistance at: 1-800 PORSCHE (767-7243)
and Porsche Rive-Sud at: 450-463-0042
by telephone in order to agree on further measures. The Lessee is not entitled to instruct repairs or attempt to remedy the malfunctions and must immediately cease using or driving the vehicle.
2. In case of accident, the Lessee shall immediately call the police to file a report and shall note the names of witnesses and any other details concerning the accident on the accident report form found in the vehicle's glove compartment. The Lessee shall immediately inform the Lessor and provide him with a copy of the police report within 24 hours following the accident. If, following the accident, the vehicle is inoperable, the Lessee shall immediately inform the Lessor and comply with his instructions. The Lessee shall immediately report to the Lessor any legal proceedings and any other claims related to any accident concerning the leased vehicle. The Lessee agrees to cooperate with the Lessor, his insurers and the attorneys representing them in any dispute resulting from the accident.

9. Fuel

1. The car is handed over with a full tank of fuel. The Lessee is obliged to return the car with the same, otherwise the rental company will invoice for the cost of the fuel which is necessary to fill up the tank, plus a fee of twenty-five dollars (\$25). In case that the car is filled up with the wrong fuel, the Lessee is liable for the respective repair costs and potential damage.

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1. The Lessor shall provide liability insurance in the Lessee's name or any other person who uses the vehicle in compliance with the conditions of the Rental Agreement or with the Lessor's permission. The coverage provided by the liability insurance, as well as the terms, conditions and exceptions of this insurance, are part of the Rental Agreement by reference as though cited in its entirety herein, including, without restriction, the territorial limits of such a policy: a copy of this policy may be consulted at the Lessor's main establishment, where it is available upon request. The said policy contains a single monetary limit that applies to property damage, personal injury and death. The Lessee, as the insured under the said policy, agrees to be bound by and to comply with, the provisions.

11. Liability

1. The Lessor shall not be liable for loss or damage to property kept, left or deposited in or on the vehicle, or transported by the Lessee or any other person before or after the vehicle's return. The Lessee shall, therefore, assume all risks of such loss or damage. Moreover, the Lessee herein agrees to defend the Lessor against all claims and lawsuits based on or stemming from such loss or damage and, where applicable, reimburse the Lessor for his expenses.
2. The Lessee shall be held liable including all traffic violations, infractions cited by means of photo radar or photographic system, etc. and shall pay all related fines. The Lessee shall reimburse the Lessor for any fine the latter is required to pay, plus the amount of twenty-five dollars (\$25) per violation to cover administrative costs.
3. If the Lessee fails to meet an obligation of the terms herein, or any law or bylaw, or if he is liable or can be held liable for an accident, damage or any other case or event regarding the operation or possession of the leased vehicle during the period covered by the Rental Agreement, he shall indemnify the Lessor for any claim of any request received, for any expense incurred, and for any loss, damage or injury suffered by the Lessor, with the exception of the losses and damages for which an insurance company shall provide indemnification.
4. The Lessee shall be held liable for the theft of the vehicle if the keys were not removed from the car when parked or if the doors were left unlocked.

12. Termination

1. In the event of failure of the lessee to fulfill any of his obligations herein; the Lessor and Lessee agree to terminate the Rental Agreement forthwith, and the Lessor shall be entitled to repossess the vehicle, under reserve of any recourse he may be entitled to under the law.
13. The terms and conditions of this Rental Agreement may not be altered, unless this is done so in writing and signed by an authorized officer of the Lessor.
 14. This Rental Agreement is the entire agreement between the Lessee and the Lessor, and there are no other representations of conditions, expressed or implied, regarding the vehicle or the Rental Agreement, other than those expressly stated in the Rental Agreement. No person is authorized or permitted to add, change or in any way alter the text of the Rental Agreement, other than under the terms of Paragraph 13 above.
 15. The Rental Agreement shall be interpreted and governed by the laws of the Province of Quebec. However, if a clause or a section herein is deemed illegal, this clause or section shall be deemed as non-existent, without affecting or cancelling the other clauses or sections of the Rental Agreement.