

RENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____,

BETWEEN:

Compass Car Rentals,
o/a U-Drive Bus Rentals
26 Florence Bay,
Morden, MB R6M 0A8,
1b(hereinafter referred to as "U-Drive"),

OF THE FIRST PART

-and-

(hereinafter referred to as the "Renter"),

OF THE SECOND PART.

Current Mileage _____ Post Trip Mileage _____

Vehicle Cost \$ _____

+ Mileage \$ _____

+ Zero Deductible \$ _____

+ US Insurance \$ _____

+ GST \$ _____ GST# 81594 1448 RT0001

+ PST \$ _____

+Damage Deposit \$ _____

-Booking Deposit \$ _____

TOTAL \$ _____

Balance Due \$ _____

WHEREAS U-Drive is the registered owner of a bus described as _____ the "Bus/Van");

AND WHEREAS the Renter wishes to rent the Bus/Van from U-Drive;

NOW THEREFORE this Agreement witnesses that in consideration of the sum set out herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto mutually covenant and agree as follows:

1. The statements and recitals contained in the preamble hereto are true in substance and in fact and form an integral part hereof.

2. The price for renting the Bus/Van shall be as follows:

For 1 day 24 Passenger Bus Rental: \$ 278.57 plus a \$500.00 refundable damage deposit;

For 1 day 15 Passenger Van Rental: \$ 189.29 plus a \$500.00 refundable damage deposit;

This amount shall be paid by the Renter to U-Drive prior to the Bus leaving the U-Drive facility. All cheques are to be made payable to Compass Car Rentals.

3. The prices set out in Section 2 above provide for a 200 mile per day allowance (Bus/Van). Any additional mileage shall be paid for by the Renter at a rate of \$0.85 per mile of all vehicles;

4. The damage deposit shall be refunded after inspection of the Bus/Van by an employee or agent of U-Drive. The damage deposit will only be returned if the Bus/Van meets the following conditions on return:

(a) The Bus has a full tank of fuel or, in the event the Bus/Van was not received by the Renter with a full tank of fuel, the Bus/Van has as much fuel in the tank as it had when received by the Renter on the first day of rental. In the event that the Bus/Van is not filled with fuel an addition charge of \$0.50 per litre to the current fuel price with be paid by the Renter;

(b) The inside of the Bus/Van is clean of all garbage and spills;

(c) The outside of the Bus/Van is clean, free of any dirt or bugs;

(d) The Bus/Van is returned in good working order, free of damage of any kind, ordinary wear and tear excepted;

(e) Anything, including but not limited to items in the first aid kit, road-side flares and fire extinguisher, removed, stolen, damaged, or in any way used from the Bus/Van, whether by the Renter or anyone else during the term of the Rental

Agreement, has been replaced or paid for;

- (f) The Bus/Van is returned on the last day of rental unless prior arrangements have been made.
5. It is the responsibility of the Renter to inspect the Bus/Van at the beginning of the rental so as to ascertain its present condition.
 6. In the event that the Renter has not complied with Clause 3(b) or (c) above, a \$100.00 cleaning fee shall be taken out of the damage deposit;
 7. All rentals shall be secured by a non-refundable deposit to be determined U-Drive;
 8. In the event that the Renter is taking the Bus/Van into the United States of America, an additional \$25.00 fee shall apply to cover the cost of insurance;
 9. In the event that the Renter has an accident or causes damage to the Bus/Van during the term of the Rental Agreement, all repairs or insurance deductibles, as the case may be, shall be paid solely by the Renter;
 10. In the event that the windshield or any of the windows of the Bus/Van are damaged during the term of the Rental Agreement, the full repair or replacement cost shall be paid solely by the Renter;
 11. The cost of fuel for the Bus/Van shall be the sole responsibility of the Renter;
 12. Any additional costs, including but not limited to: flat tires, parking fees, traffic tickets and fines of any kind related to the operation of the Bus/Van, are the sole responsibility of the Renter;
 13. Any damages, liability or loss incurred by U-Drive or the Renter on account of negligence by the Renter or any activity by the Renter that is strictly prohibited by this Agreement, U-Drive's insurance policy or the laws of the jurisdiction in which the Bus/Van is being operated, shall be the sole responsibility of the Renter. Should such negligence or activity of the Renter result in any mechanical failure of the Bus/Van, the cost of repairs shall be paid solely by the Renter. Should such negligence or activity of the Renter result in damages to the Bus/Van as to make it inoperable, the Renter shall, in addition to the cost of repairs, be responsible for any loss of business suffered by U-Drive;
 14. In the event of a mechanical failure, U-Drive will cover alternate transportation cost up to, but not exceeding the amount of the initial rental cost between U-Drive and the Renter;
 14. The Bus/Van are insured with Manitoba Public Insurance (MPI) by U-Drive for rental purposes;
 15. The Renter shall supply his or her own driver. The driver shall provide proof of having a Class 4 (or better) driver's license before the Bus/Van leaves the U-Drive facility;
 16. U-Drive shall pay all costs to fix the Bus/Van resulting from mechanical failure of the Bus/Van with the following exception: in the case of long trips (500 miles or more), maintenance costs caused by mechanical failure or breakdown of the Bus/Van shall be split equally between U-Drive and the Renter. U-Drive is not responsible for any financial loss, time loss or loss of any other kind caused by such mechanical failure or breakdown of the Bus/Van including, but not limited to, the Renter missing or being late for any kind of function, deadline, or prior engagement. U-Drive will compensate the Renter up to the cost of their rental with U-Drive for replacement transportation;
 17. There shall be absolutely no alcohol, drugs, smoking, pets or sunflower seeds on the Bus/Van;
 18. The driver of the Bus/Van is strictly prohibited from consuming any alcohol or drugs prior to or during operation of the Bus/Van;
 19. The maximum capacity of the 24 passenger Bus is 24 passengers plus 1 driver. The maximum capacity of the Van is 14 passengers plus 1 driver. The Renter shall not exceed this capacity;
 20. U-Drive or any representative thereof, may cancel the Rental at any time. In the event of such cancellation, the Renter shall be required to pay for the Rental up to the time of cancellation and the Renter shall return the bus as quickly as is reasonably possible;
 21. U-Drive is not responsible for any damage or injury caused to or by, the Renter or the Renter's passengers. The Renter hereby indemnifies and saves harmless U-Drive from any and all claims, charges or liabilities incurred by the Renter or the Renter's passengers during the term of the Rental Agreement;
 22. The driver provided by the Renter shall disclose all major accidents and/or DUI charges;
 23. This Agreement shall inure to and be binding upon the parties, their representatives, executors, administrators, heirs, successors and assigns;

IN WITNESS WHEREOF THE PARTIES have executed this Agreement as of the day and year first above written:

U-Drive Bus Rentals - SHELDON WARKENTIN

I acknowledge that I have read the above Rental Agreement and am hereby executing this Rental Agreement freely and voluntarily.

RENTER