



AUTELA TRANZIT
A PURE ROYAL TRANZIT

Rental Terms & Conditions

Province of Alberta, Canada · Last updated [____]

These Terms govern your rental of a vehicle from **Autela Tranzit** (the “**Company**,” “we,” “us”). They apply to the rental details you have entered at checkout. The person completing this booking is the “**Renter**” (“you”). By reading these Terms and proceeding with your purchase, you agree to all Terms below.

READ BEFORE YOU AGREE. This is a binding legal contract. You are accepting full financial responsibility for the Vehicle and everything that happens during your rental, subject to the limited exceptions Alberta law does not allow us to exclude. If you do not understand any part, do not continue — contact us or seek independent legal advice first.

1 Definitions

“**Vehicle**” means the van or vehicle rented to you, plus its keys, fobs, accessories, documents, tires, tools, and equipment. “**Authorized Driver**” means you and any additional driver expressly approved in writing by the Company who meets Section 2. “**Rental Period**” means the time from when you take possession until the Vehicle is returned and accepted by us. “**Loss**” means any damage, theft, vandalism, fire, mechanical harm, conversion, or total loss of the Vehicle, in whole or in part.

2 Eligibility & Authorized Drivers

2.1 You must be at least **[21 / 25]** years of age and hold a valid, non-probationary driver's licence of the correct class for the Vehicle, valid for the entire Rental Period.

2.2 **Only Authorized Drivers may operate the Vehicle.** Allowing any other person to drive — including employees, subcontractors, friends, or family not listed — is a material breach that voids any damage protection and makes you fully liable for all Loss and claims.

2.3 You confirm that every Authorized Driver: holds a valid licence; is medically and legally fit to drive; is not impaired by alcohol, cannabis, drugs, or fatigue; and has no licence suspension, prohibition, or condition that would make operating the Vehicle unlawful.



2.4 Where the Renter is a business, the business and the individual signer are **jointly and severally liable** for all obligations under these Terms, and the signer represents they are authorized to bind the business.

2.5 **Licence presentation at pickup.** You, and every Authorized Driver, must present a valid, physical driver's licence of the correct class for the Vehicle, in person, at the time of pickup. The Company will verify the licence and may photograph, scan, or record its details. **The Vehicle will not be released or handed over until a valid, class-appropriate licence is presented and verified to the Company's satisfaction.** An expired, suspended, damaged, foreign-non-qualifying, or otherwise invalid licence, or a licence of the wrong class, will be refused. If a valid licence is not presented at pickup, the booking will be treated as a no-show under Section 15 and the Company may retain the deposit and applicable charges to the extent permitted by law.

3 Rental Period, Extensions & Late Return

3.1 The Vehicle must be returned to the agreed location, on or before the scheduled return date/time, in the same condition as received (reasonable wear excepted).

3.2 Extensions require our prior written approval. A **grace period of 3 hours** after the scheduled return time applies, after which a late fee is charged as follows: for the first late day, **0.25 times the daily rental rate per hour** (capped at one full daily rate); and for **each additional day** the Vehicle is kept, **1.25 times the daily rental rate**. Keeping the Vehicle beyond the scheduled return without approval is unauthorized use; you remain liable for these charges, and we may report the Vehicle as unreturned and recover it under Section 13.

3.3 The grace period is a courtesy and does not extend the Rental Period or create any right to keep the Vehicle. Late fees are calculated from the scheduled return time once the grace period is exceeded.

4 Permitted Use & Prohibited Use

4.1 **Permitted use.** Lawful transport of the Renter, Authorized Drivers, passengers, goods, tools, and materials consistent with the approved use, within the permitted geographic area, on properly maintained public roads.

4.2 **Prohibited use.** You must NOT, and must ensure no one does, any of the following. Each is a material breach that **voids all damage protection** and makes you fully liable for all resulting Loss, damages, fines, and claims:

- (a) Operate the Vehicle while impaired by alcohol, cannabis, drugs, or any prohibited substance, or with a blood-alcohol concentration over the legal limit;
- (b) Use the Vehicle for any illegal purpose, to transport contraband, hazardous, illegal, or prohibited materials, or to flee from law enforcement;
- (c) Exceed the Vehicle's rated gross weight, payload, towing, or passenger capacity, or load it unsafely or insecurely;
- (d) Tow, push, or propel any object or vehicle unless expressly authorized in writing;
- (e) Drive off-road, on unpaved or non-maintained roads, through water, snow, mud, or terrain unsuitable for the Vehicle, or in any race, contest, or stunt;
- (f) Use the Vehicle for ride-hailing, taxi, courier-for-hire (unless approved), driving instruction, or sub-renting, lending, or transferring possession to anyone;
- (g) Take the Vehicle outside the permitted geographic area, or outside Canada, without prior written consent;
- (h) Operate the Vehicle knowing it is unsafe, damaged, or in need of service, or after a warning light, fluid loss, or mechanical issue;



- (i) Smoke or vape in the Vehicle, transport unauthorized pets, or use it in any way that requires special cleaning or causes odour, staining, or biohazard;
- (j) Tamper with, disable, or remove the odometer, GPS/telematics, safety systems, seals, or any Company equipment;
- (k) Operate the Vehicle in violation of any law, regulation, or commercial-carrier requirement (including hours-of-service, dangerous-goods, or weight/permit rules).

4.3 You are responsible for confirming the Vehicle is rated and equipped for your intended load and use. Trades and commercial users must comply with all applicable workplace, transport, and licensing laws at their own risk.

5 Vehicle Condition, Inspection & Fuel

5.1 **Inspection.** You and the Company will inspect and document the Vehicle's condition, fuel level, and odometer at pickup and return. By continuing, you confirm you will receive the Vehicle in good, roadworthy condition with no defects other than those noted at pickup. Photos taken by the Company at pickup and return form part of the record.

5.2 **Pre-trip duty.** You must inspect fluids, tires, and warning lights before and during use and stop operating if the Vehicle becomes unsafe. You are responsible for routine checks during the Rental Period.

5.3 **Fuel.** Return the Vehicle with the same fuel/charge level as at pickup. If the Vehicle is returned below the pickup level, a **flat refuelling fee of \$70** applies.

6 Charges, Deposit & Payment

6.1 You authorize the Company to charge your payment method for: rental rates and taxes (including GST); the security deposit / pre-authorization; fuel and late fees; tickets, tolls, fines, and administrative charges under Section 8; **all amounts owing for Loss under Section 7**; recovery, towing, and storage costs; and any other amounts due under these Terms.

6.2 A refundable security deposit / pre-authorization of **\$_[]** is required and may be applied against any amounts you owe. Any balance is refunded after the Vehicle is returned and inspected.

6.3 **Mileage.** Unlimited kilometres are included with this rental; no mileage or distance-coverage charges apply.

6.4 Overdue amounts are payable on demand. The Company does not charge interest on overdue balances; however, you remain responsible for reasonable costs of collection, including legal fees, to the extent permitted by law.

7 Insurance & Renter's Financial Responsibility

7.1 **You are fully responsible for the Vehicle.** You accept responsibility for the full value of any Loss to the Vehicle during the Rental Period, **regardless of fault and regardless of cause**, including theft, vandalism, collision, fire, weather, falling objects, and Loss where no other party can be identified — except to the extent such Loss is caused by the Company's own gross negligence or wilful misconduct, or to the extent Alberta law prohibits us from passing that responsibility to you.

7.2 **What your responsibility includes.** In addition to repair or replacement cost, you are responsible for: **loss of use** (lost rental revenue while the Vehicle is repaired or replaced, whether or not we have a substitute vehicle), **diminished value**, towing, storage, recovery, salvage, claims handling, and a reasonable **administrative fee** (industry-standard: **\$75 where the repair estimate is under \$5,000, or \$150 where it is \$5,000 or greater**). Loss of use is calculated, to the extent permitted by law, as the daily rental rate multiplied by the number of days the



Vehicle is out of service for repair or replacement (or, where repair labour hours are determined, total labour hours divided by 3, multiplied by the daily rate); where the Vehicle is not returned, is stolen and not recovered, or is declared a total loss, loss of use equals 15 days at the daily rate.

7.3 You must carry valid insurance. Alberta law requires a minimum of **\$200,000 third-party liability** coverage plus accident benefits; most Alberta drivers and operators carry **\$1,000,000 to \$2,000,000**. You must maintain, for the entire Rental Period, valid automobile liability coverage of **not less than the Alberta statutory minimum of \$200,000**, and for **corporate, commercial, or trades use, not less than \$1,000,000** (the Company may require up to \$2,000,000 and a certificate of insurance naming the Company). You represent that you (or your business) hold a valid Alberta-compliant automobile or commercial-auto policy that extends to your operation of the Vehicle, and you should confirm with your insurer or broker that your policy covers non-owned vehicles (commonly the **SEF 27 / Legal Liability for Damage to Non-Owned Automobiles** endorsement for physical damage). The Company is not your insurer.

7.4 Primary responsibility. Your insurance, and your own funds, are primary. Any coverage the Company may carry is secondary and excess only, and the Company's pursuit of insurance does not relieve you of liability for deductibles, uninsured amounts, or amounts an insurer declines to pay.

7.5 Optional damage protection (if offered). Where the Company offers an optional product that reduces your responsibility for certain Loss, it applies **only** if you accept it in writing, pay for it, and comply fully with these Terms. It is **void** if any term of Section 2 or 4 is breached. *Certain "damage waiver" or loss-protection products are regulated as insurance in Alberta and may only be offered by a business holding the required Restricted Certificate of Authority; the Company will only offer such a product in compliance with applicable insurance law.*

7.6 Reporting. You must report any accident, theft, or Loss to the police (where required) and to the Company within 24 hours, cooperate fully, not admit fault, and provide all documents, photos, and information we reasonably request. Failure to report promptly may make you liable for all resulting Loss.

7.7 Damage assessment, quote & payment. If the Vehicle is returned with damage, loss, or missing items — or if such damage is identified after return — the Company will document it (including photographs) and determine the cost of repair or replacement based on its own assessment, a repair-shop or appraiser's estimate, an insurer's estimate, or a parts/manufacture quote. The Company will send you a written estimate (the "**Damage Quote**") itemizing the repair or replacement cost plus any applicable loss-of-use, diminished value, towing, storage, administrative, and related charges under this Section 7. **You agree to pay the Damage Quote in full within 30 days of the date it is sent.** The Company may first apply your security deposit / pre-authorization and charge any remaining balance to the payment method on file under Section 6. If actual costs differ from the estimate, the final amount will be adjusted and the difference is payable or refundable accordingly. You may request supporting documentation; any dispute must be raised in writing within 10 days of the Damage Quote date, after which the Damage Quote is deemed accepted.

8 Tickets, Tolls, Fines & Impound

You are responsible for all parking tickets, traffic and bylaw violations, photo-radar and red-light citations, tolls, levies, towing, impound, and storage charges incurred during the Rental Period, plus a **\$[] administrative fee** for each item we process. You authorize the Company to provide your information to issuing authorities and to charge your payment method for these amounts.

9 Breakdown, Maintenance & Roadside

9.1 In the event of mechanical failure not caused by your misuse, contact the Company before arranging any repair. Do not authorize repairs without our written approval; unauthorized repairs are not reimbursable.



9.2 The Company is not liable for delay, inconvenience, lost time, lost business, or any consequential loss arising from breakdown, mechanical issue, or Vehicle unavailability, except as Alberta law does not permit us to exclude.

10 Indemnification & Hold Harmless

To the fullest extent permitted by law, you agree to **defend, indemnify, and hold harmless** the Company, its owners, officers, employees, and agents from and against any and all claims, demands, actions, liabilities, losses, damages, injuries (including death), property damage, fines, penalties, and costs (including reasonable legal fees) arising out of or related to: your use or possession of the Vehicle; any breach of these Terms; the acts or omissions of any Authorized Driver, passenger, employee, contractor, or third party you permit in or around the Vehicle; any Loss to the Vehicle; and any third-party claim connected to your rental. This obligation survives the return of the Vehicle and termination of these Terms.

11 Limitation of Liability & Disclaimer

11.1 To the fullest extent permitted by Alberta law, the Company is **not liable** for any indirect, incidental, special, consequential, or punitive damages, or for loss of profit, revenue, business, data, cargo, or goods left in the Vehicle, however arising.

11.2 The Company's total aggregate liability under these Terms is limited to the total rental charges you paid for the applicable rental, except where this limit is prohibited by law.

11.3 The Vehicle is provided "**as is**" to the extent permitted by law. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded — including liability for the Company's gross negligence or wilful misconduct, for death or personal injury caused by such conduct, or any non-excludable right you have under Alberta's **Consumer Protection Act** or other applicable law. Those statutory rights are unaffected by these Terms.

12 Assumption of Risk

You acknowledge that operating a van or commercial-type vehicle, loading and unloading, and transporting goods carry inherent risks. You voluntarily assume those risks for yourself, your Authorized Drivers, your passengers, and your cargo, to the extent permitted by law.

13 Default & Repossession

If you breach these Terms, fail to return the Vehicle, provide false information, or if the Vehicle is used in a prohibited manner, the Company may, to the extent permitted by law: terminate the rental immediately; take possession of and recover the Vehicle (including from any location) at your cost; charge all amounts owing; and pursue all remedies available. You waive any claim arising from a lawful repossession.

14 Privacy, GPS & Telematics

The Company collects, uses, and discloses your personal information to administer the rental, process payments and claims, recover the Vehicle, and comply with law, in accordance with Alberta's **Personal Information Protection Act (PIPA)**. The Vehicle **may be equipped with GPS / telematics** that record location, speed, mileage, and operating data. You consent to the Company collecting and using this data for safety, billing, recovery, and enforcement of these Terms, and to disclosing it to authorities and insurers as permitted by law.

15 Cancellation & No-Show



Cancellations more than [] hours before pickup: full refund. Within [] hours: [%] fee. No-show: forfeiture of deposit / first day's rate. *(Adjust to your policy.)*

16 General

16.1 **Governing law.** These Terms are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. You attorn to the exclusive jurisdiction of the courts of Alberta (judicial district of Calgary), subject to any non-waivable consumer right to another venue.

16.2 **Dispute resolution.** The parties will first attempt to resolve any dispute in good faith. Failing resolution, disputes may be referred to mediation or arbitration in Calgary, Alberta — subject to your non-waivable rights.

16.3 **Severability.** If any provision is found unenforceable, it is severed and the remainder stays in effect. Where a provision is broader than the law allows, it applies to the maximum extent permitted.

16.4 **Entire agreement.** These Terms (with your checkout booking details and any addenda we provide) are the entire agreement and supersede any prior representations. No change is binding unless in writing.

16.5 **No waiver.** The Company's failure to enforce any term is not a waiver of that term.

16.6 **Electronic acceptance.** You consent to entering this agreement electronically. Your acceptance by proceeding with your purchase, and any electronically stored record of it, are valid and enforceable under Alberta's **Electronic Transactions Act**.

16.7 **Assignment.** You may not assign these Terms. The Company may assign them to a successor or affiliate.

Acknowledgement & Acceptance

By reading these Terms and proceeding with your purchase, you confirm that you have read, understood, and agree to these Terms in full — including the **financial responsibility (Section 7)**, **prohibited use (Section 4)**, and **indemnification (Section 10)** provisions — that the information you entered at checkout is true and complete, that you hold valid insurance and a valid licence, and that you accept full responsibility for the Vehicle during the Rental Period.

By reading these Terms and continuing with your purchase, you agree to and are bound by all Terms & Conditions set out above. No signature is required; proceeding with the purchase constitutes your acceptance, which is enforceable under Alberta's Electronic Transactions Act.

This document is a template prepared for Autela Tranzit's internal use and does not constitute legal advice. Alberta law limits what a business can require a customer to waive, and certain damage-protection products are regulated as insurance. Have these Terms reviewed and finalized by an Alberta-licensed lawyer and your insurance broker before use.