

Your U-Haul Contract Rental Agreement

noreply@uhaul.com <noreply@uhaul.com>

Tue, Jan 14, 2025 at 9:59 AM

To: [REDACTED]



This Agreement is between [REDACTED] ("Customer") and U-Haul Co. Of Connecticut ("Company"). These terms and conditions and the terms and conditions of the U-Haul Equipment Contract entered into by Customer, including the U-Haul Arbitration Agreement, constitute the entire Agreement ("this Agreement") for the rental of that equipment identified on the U-Haul Equipment Contract ("Equipment"). Where necessary, Equipment may be further specified as "U-Box Container," "Dolly," "U-Haul Vehicle" (defined as a "U-Haul Rental Truck," "Pick Up Truck," and "Van"), or "Towable Equipment" (defined as a "U-Haul Trailer," "U-Box Trailer," "Auto Transport," and "Tow Dolly"), including all its parts. Customer agrees to all terms and conditions of this Agreement and agrees to ensure any Authorized Driver is aware of and complies with all terms and conditions of this Agreement.

1. U-HAUL ARBITRATION AGREEMENT

CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS SUBJECT TO THE U-HAUL ARBITRATION AGREEMENT, AVAILABLE AT APPENDIX "A" FOR CUSTOMERS IN THE UNITED STATES OR AT APPENDIX "B" FOR CUSTOMERS IN CANADA TO THESE TERMS AND AT UHAUL.COM/LEGAL/ARBITRATION, THAT GOVERNS ANY DISPUTES BETWEEN CUSTOMER AND U-HAUL. THIS ARBITRATION AGREEMENT WILL:

- **ELIMINATE CUSTOMER'S RIGHT TO A JURY TRIAL; AND**
- **SUBSTANTIALLY AFFECT CUSTOMER'S RIGHTS, INCLUDING PREVENTING CUSTOMER FROM BRINGING, JOINING, OR PARTICIPATING IN CLASS ACTION OR CONSOLIDATED PROCEEDINGS.**

2. EQUIPMENT

Customer and any Authorized Driver understand and agree they do not own Equipment. No one other than Company or its agent may transfer Equipment or any rights or obligations under this Agreement. Any attempted transfer or sublease by anyone other than Company is void. No one may service or repair Equipment without Company's prior express approval. .

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. AUTHORIZED DRIVERS

"AUTHORIZED DRIVER" – Any driver listed on the U-Haul Equipment Contract as authorized by Company to operate Equipment.

"UNAUTHORIZED DRIVER" – Anyone NOT listed on the U-Haul Equipment Contract as an "Authorized Driver."

Authorized Driver Qualification and Affirmation – Authorized Drivers must be at least 18 years of age and possess a government issued Driver's License, Driver's Privilege Card, or other government issued driver's card. Authorized Drivers affirm and warrant their Driver's License, Driver's Privilege Card, or other government issued driver's card is valid and not subject to any suspension, revocation, or other limitations that would prevent Authorized Driver from legally operating Equipment. Customer and Authorized Driver's provision of accurate and truthful information is material to Company's

decision to enter into this Agreement. A failure to comply with this Section is a Material Breach of this Agreement.

Customer and any Authorized Driver agree only an individual listed on the U-Haul Equipment Contract as an Authorized Driver is authorized by Company to operate Equipment. Customer and any Authorized Driver agree and affirm they have no authority to permit any other individual to operate Equipment without the express written consent of Company. Customer and any Authorized Driver agree not to permit any individual not listed as an Authorized Driver on the U-Haul Equipment Contract to operate Equipment. The affirmation and agreement to comply with this Section is material to Company's decision to enter into this Agreement. Failure to comply with this provision is a Material Breach of this Agreement. If, during the rental period set forth in this Agreement, Customer wants to add a new Authorized Driver, Customer MUST first contact Company for approval before allowing that individual to operate Equipment. The operation of Equipment by any Unauthorized Driver shall constitute non-permissive use of Equipment, is expressly prohibited by this Agreement, and may void any coverage provided or purchased.

4. USE OF EQUIPMENT

Customer represents and warrants their rental of Equipment is for the sole purpose of Do-It-Yourself moving. Customer agrees rental of Equipment with the intent to use Equipment for a purpose other than Do-It-Yourself moving (or in a manner prohibited by this Agreement) may be construed as fraudulent, constitute a Material Breach of this Agreement, and void any coverage provided or purchased.

Customer and any Authorized Driver shall:

- Require passengers to ride only in the cab of the U-Haul Vehicle or Tow Vehicle towing any Towable Equipment;
- Inspect Equipment periodically;
- Be fully and solely responsible for complying with any NHTSA and/or Transport Canada vehicle recall covering a personal Tow Vehicle or Vehicle-in-Tow. Vehicle recalls can be found at safercar.gov and recalls-rappels.canada.ca; and
- Immediately report damaged, lost, or stolen Equipment to Company and, if directed, to law enforcement, and fully cooperate with efforts to recover Equipment.

Customer and any Authorized Driver shall not:

- Operate Equipment in the commission of a felony or in an intentional, criminal, willful, wanton, or reckless manner;
- Operate Equipment under the influence of alcohol, drugs, intoxicants, or any other substance that can impair driving ability ("Impairing Substances");
- Operate Equipment when oil pressure/level is low or when any defect in the operation or safety of Equipment has been noticed, including illuminated check engine or other dashboard warning lights;
- Store or transport any firearms; explosive, flammable, alcoholic, toxic, hazardous, volatile, poisonous, venomous, dangerous, or illegal substances, chemicals, items, or waste; improperly sealed or leaking containers containing any liquid or other slippery substance; or animals or human beings, corpses, or body parts, regardless of how they are stored or transported;
- Use Equipment as a residential dwelling (as defined by law in the applicable jurisdiction) or for residential purposes, including sleeping in Equipment, using Equipment as living or napping quarters, congregating with others in Equipment, or any other similar conduct consistent with using Equipment for residential purposes;
- Take Equipment into Mexico, including temporary border crossings;
- Whether individually or on behalf of another, use, facilitate, or support the use of Equipment or the U-HAUL® trademark, or the likeness of the same, in any television program, movie, web site, social media, or other medium without the prior written consent of a Company Officer;
- Whether individually or on behalf of another, allow, facilitate, or support the disassembly or dismantling of Equipment or a component thereof; and
- Change the Tow Vehicle or Vehicle-in-Tow listed on this Agreement without the prior written approval of Company or its agent.

Company or its agent will reimburse Customer or any Authorized Driver for oil and other non-fuel fluids when proper receipts are presented.

Customer understands and agrees Equipment rented is water resistant and not waterproof.

Customer agrees Company reserves the right to substitute reserved Equipment for other Equipment of equal or greater value at no additional charge to Customer.

For Towable Equipment rentals, Customer acknowledges Company utilizes a proprietary system for the determination of an approved towing combination hook-up. Customer acknowledges this hook-up may be inconsistent with the towing recommendations in their Tow Vehicle Owner's Manual. Customer acknowledges their responsibility to provide true and correct vehicle and hitch system information at the time of their reservation and rental. The failure to comply with the terms of this Section may impact whether Company would approve the subject hook-up and rental and is a Material Breach of this Agreement.

5. U-HAUL USER INSTRUCTIONS

Customer acknowledges and agrees they have received and are responsible for fully reading, understanding, and complying with applicable U-Haul User Instructions and videos provided by Company before and while operating Equipment, including instructions on attaching Towable Equipment to their Tow Vehicle. Customer acknowledges and agrees to provide to and ensure all Authorized Drivers fully read, understand, and comply with applicable U-Haul User Instructions and videos before and while operating Equipment. Customer's agreement to do so is material to Company's decision to enter into this Agreement. Customer agrees to assume full responsibility for properly attaching Towable Equipment to their Tow Vehicle.

6. EQUIPMENT RETURN; DISPOSAL OF CARGO

Customer is solely responsible to ensure return of Equipment at the time, to the place, in the condition agreed to, within the allowed mileage stated, and with the same amount of fuel as shown and agreed to on the U-Haul Equipment Contract.

IN-TOWN® RENTALS. Customer understands and agrees Equipment must be returned to the same dispatch location. Customer understands and agrees the minimum rental charge for Equipment returned to a different location is twice the amount of the current one-way rate from the dispatch location to the actual drop-off location.

ONE-WAY RENTALS. Customer understands and agrees Equipment must be returned to one of the drop-off locations listed on the U-Haul Equipment Contract. If there is no drop-off location listed, Customer is responsible for calling the drop-off number listed to obtain a drop-off location.

AFTER-HOURS RETURN. Customer understands and agrees Equipment returned after business hours must be checked in using the U-Haul Mobile Application or at uhaul.com/share. Customer understands and agrees that failure to check in Equipment in this manner will result in a \$20 convenience fee being charged.

Customer understands and agrees any operation of Equipment outside of the time agreed and allowed mileage stated is without Company's consent and additional charges will be assessed (including applicable Damage Waiver, Safemove®, Safetow®, and Safemove Plus® fees). Customer agrees they are responsible for any loss or damage to Equipment, including loss or damage caused by any Authorized Driver, and any remaining portion of their estimated charges will be applied toward the loss or damage if Damage Waiver, Safemove®, Safetow®, or Safemove Plus® is not purchased. Customer's failure to return Equipment as herein agreed will result in Company incurring damages. Customer expressly authorizes Company or its agent to apply any and all additional charges, including for lost rental revenue and loss or damage, on the credit card used to create the reservation or to pay for the rental. Customer understands and agrees failure to pay for loss or damage may result in Company or its agent reporting Customer to one or more credit reporting and/or collection agencies.

DISPOSAL OF CARGO. The failure to timely return Equipment as stated herein shall be a Material Breach of this Agreement and shall constitute theft, conversion, or another crime subject to applicable law. In the event Company or its agent is required to recover Equipment, Company or its agent will provide Customer notice of the Material Breach at the contact information provided at the time of rental. Notice shall be provided by text, e-mail, and/or phone to all contact addresses or numbers provided. Upon Company's or its agent's service of notice, Customer shall contact Company or its agent within 72 hours to make arrangements for removal of Cargo, if any. If Customer does not contact Company or its agent within that time, Customer understands and agrees Company or its agent will dispose of all Cargo in a means and manner at Company's or its agent's sole discretion and cost.

7. TOW TRUCKS/TOW COMPANIES

In the event Equipment needs to be towed by a tow truck or towing company, Customer and any Authorized Driver agree to contact U-Haul Roadside Assistance through the U-Haul Mobile Application, uhaul.com/share, or at 1-800-528-0355 for dispatch of a Company authorized tow vendor. Customer and any Authorized Driver agree and acknowledge they have NO AUTHORITY to agree to have Equipment towed without Company's prior consent. FAILURE TO CONTACT COMPANY WILL RESULT IN CUSTOMER BEING CHARGED FOR ALL TOWING RELATED EXPENSES, INCLUDING LEGAL FEES AND COSTS.

8. EDR/ELECTRONIC DATA; GEOLOCATION

Customer and any Authorized Driver acknowledge Equipment may be equipped with an Event Data Recorder ("EDR") or other recording device. Company reserves the right to obtain any and all data from the EDR or other recording device for any potentially data producing event. Customer and any Authorized Driver provide express authorization and consent for Company or its agent to retrieve any available data from any EDR or other recording device from or in any personal vehicle towing Towable Equipment in the event of an accident or other potentially data producing event. Customer and any Authorized Driver further agree to cooperate fully with Company or its agent and assist, as necessary, in the retrieval of the above-described data.

In the event of an accident, Customer and any Authorized Driver agree to preserve any personal device, application, device from an insurance or cell phone carrier, or any other device that may record vehicle or other related data.

Equipment in Customer's possession may be equipped with Location Tracking and/or OEM devices (such as OnStar®). Location information may be accessed for the reasons set forth in the U-Haul Privacy Policy available at uhaul.com/Legal/PrivacyPolicy/.

9. SEATBELT USE; DISTRACTED DRIVING; UNDER INFLUENCE OF IMPAIRING SUBSTANCE

Customer and any Authorized Driver agree not wearing a seatbelt, using a handheld device, and/or being under the influence of an Impairing Substance while driving is dangerous and in the event of a crash is likely to lead to serious injury or death. Customer and any Authorized Driver agree to wear a seatbelt, not use a handheld device, and not be under the influence of an Impairing Substance at all times while operating Equipment. Customer and any Authorized Driver agree to ensure all passengers are also wearing seatbelts. Failure to comply with this Section is a Material Breach of this Agreement and may be admissible in any lawsuit or arbitration against Company or its agents.

10. FINANCIAL RESPONSIBILITY; CHARGES; VIOLATIONS; FEES

Customer agrees to be fully responsible to Company, or their affiliated entities and agents, for all charges relating to the rental of Equipment that may be incurred by Customer, any Authorized Driver, or any Unauthorized Driver that Customer or any Authorized Driver allowed to operate Equipment, including charges and fees for the rental, mileage, Equipment damage, late or unreturned Equipment, Equipment returned to an incorrect location, late returns, cleaning, furniture pads and dollies, missing Equipment, Violations (defined below), tolls or towing, uncovered roadside assistance, and any additional charges.

Customer agrees there is no refund for unused time or mileage. Customer understands and agrees Company may hold any reimbursable estimated charges for up to 10 days after the rental has been completed.

Payment for all estimated charges is due at the time of rental by cash, credit card, or other method acceptable to Company. Payment for additional charges is due at the completion of the rental in the same manner. Customer agrees any charges that cannot be determined or are not known to Company or an affiliated entity at the completion of the rental are payable by Customer immediately upon receipt of an itemized invoice. Customer shall be responsible for any applicable federal, state, provincial, or municipal compliance obligations, and pay any fees or taxes in conjunction with the rental and/or use of Equipment.

Customer expressly authorizes Company or its agent to apply any and all charges on the credit card used to create the reservation or to pay for the rental. Customer may update their method of payment at any time during the reservation process, dispatch process, or rental period. Customer is solely responsible for updating their method of payment, including any credit card information, by editing

their information via the U-Haul Mobile Application, at [uhaul.com/orders](https://www.uhaul.com/orders), or by contacting their local U-Haul representative.

If Customer's check is returned unpaid due to insufficient or uncollected funds, Company may resubmit the check to the issuing bank electronically. Customer's check will not be provided to Customer with Customer's bank statement; however, a copy can be retrieved. Also, Company may have the returned check service fee processed electronically against Customer's account.

LATE PAYMENT FEE. Failure to pay additional charges within 7 calendar days from completion of the rental is subject to a \$30 Late Payment Fee for additional charges up to \$500 or 6% of the additional charges if more than \$500 is owed. Customer understands and agrees that failure to pay all amounts owed may result in Company or its agent reporting Customer to one or more credit reporting and/or collection agencies. Furthermore, Company reserves the right to initiate collections proceedings for any unpaid balance and to add any and all collections fees, including court costs, attorneys' fees, late fees, and other costs associated with obtaining a judgment with respect to the amount owed.

VIOLATIONS. Customer agrees to park only where legally permitted. If Customer or any Authorized Driver incur any citation or parking, moving, towing, or toll violation ("Violation") in connection with the rental or use of Equipment, Customer acknowledges and agrees Customer is financially responsible for all fines, charges, fees, penalties, and surcharges (including toll surcharges and towing, storage, and related fees) associated with the Violation, notwithstanding the Violation may not have been issued directly to Customer or any Authorized Driver. If the Violation is not issued directly to Customer or any Authorized Driver and the issuing authority allows for the transfer of liability of a Violation to Customer, Customer expressly authorizes Company or its agent to release Customer information to that authority for the purposes of transferring the Violation to Customer. If the issuing authority does not allow for the transfer of the Violation to Customer, or Company or its agent is unable to successfully transfer the Violation to Customer, then Company or its agent will pay all fines, charges, fines, penalties, and surcharges and recover those amounts from Customer. Customer agrees they may be charged a service fee of up to \$30.00 (in addition to any fines, charges, fees, penalties, and surcharges associated with the Violation) as a result of any Violation paid by Company or its agent. Customer agrees any amounts paid by, or on behalf of, Company for the Violation shall be applied to the credit card used to create the reservation or to pay for the rental.

EZ-FUELSM.

Self-Refueling: Return the U-Haul Vehicle with the same fuel gauge reading as indicated on the U-Haul Equipment Contract. Estimated gallons needed to return to the same fuel reading is below the gauge on the U-Haul Equipment Contract. Be sure to verify that the level is the same as when dispatched.

EZ-FUELSM Service: Let Company refuel at an agreed upon per gallon price as indicated on the U-Haul Equipment Contract. Fuel will be charged based on the estimated reading below the gauge on the U-Haul Equipment Contract.

U-Haul Vehicles returned with less than 1/4 tank of fuel are subject to an additional \$30 service fee. Company does not reimburse for excess fuel purchases above the dispatch reading. Full is at the line on the gauge. Filling until the fuel pump click off is usually over full.

Example Gauge: This truck has a 40 gallon tank and takes Unleaded fuel.

REMEMBER! Customer agrees to verify the fuel level of the U-Haul Vehicle before leaving the premises.

ENVIRONMENTAL FEE. All U-Haul Vehicle rentals are subject to an environmental fee used to support and foster the development and maintenance of sustainable U-Haul business operations. For example, operations that directly benefit our customers include the use of aerodynamic fuel-saving truck skirts, the fuel economy gauge, CNG and propane trucks, storage re-use centers, and an expanding alt-fuel propane infrastructure. The fee also partially covers operations that indirectly benefit our customers, such as energy-efficient lighting and HVAC retrofits, waste-oil heaters, water recycling units, van-body storage units, permeable ground cover and other water/energy saving projects.

VEHICLE LICENSE/COST RECOVERY FEE. In accordance with applicable law, rentals of U-Haul Vehicles may be subject to a Vehicle License/Cost Recovery Fee which is the estimated average per day cost incurred by Company to license, title, register, obtain number plates, and inspect its U-Haul Vehicles, and to pay any taxes owed on such U-Haul Vehicles.

11. LIABILITY PROTECTION

To the extent Customer or any Authorized Driver does not have personal automobile liability insurance ("PAP Insurance") that applies or where Company is required to provide minimum liability insurance by law, a qualified self-insurance arrangement (or automobile liability insurance policy in Michigan, Alaska, and Hawaii) provides any Authorized Driver with the minimum limits required by the automobile financial responsibility or compulsory insurance law of the jurisdiction in which an accident occurs ("MFR"). Subject to applicable law, the protection provided by Company is excess or secondary to any insurance coverage of Customer or any Authorized Driver. If the liability protection provided under this Agreement and other insurance available to Customer or any Authorized Driver apply to a loss on the same basis, Company will pay only Company's share. Company's share is the proportion that the limit of protection provided under this Agreement bears to the total limit of all coverage applicable to such loss. To the extent permitted by applicable law, Company's protection does not apply to bodily injury (including death) or property damage to Customer or any Authorized Driver; Customer's or any Authorized Driver's family members related by blood, marriage, or adoption who reside with Customer or Authorized Driver; any other person who resides with Customer or Authorized Driver; or any passenger riding in Equipment.

Customer and any Authorized Driver understand and agree this protection does not apply to any: intentional torts or criminal acts; false or fraudulent claims; obligation assumed by Customer or any Authorized Driver under any contract; fines, penalties, punitive damages, or exemplary damages which Customer or any Authorized Driver may become legally obligated to pay; injury to or destruction of personal property owned by or in the possession, custody, or control of Customer, any Authorized Driver, or passengers; liability of a driver who is not an Authorized Driver; and liability for an accident which occurs while Equipment is obtained or used in violation of this Agreement, including while under the influence of an Impairing Substance. In the event the liability protection is extended by operation of law to anyone who is not an Authorized Driver, the limits of protection shall be the MFR. This liability protection will apply on the same basis as described above. Customer and any Authorized Driver understand and agree this protection does not apply to any act or omission in Mexico.

Any protection provided in this Section is limited to the duration of the rental as set forth in the U-Haul Equipment Contract entered into by Customer or as extended by Company or its agent. Customer and any Authorized Driver understand and agree Company only provides indemnification up to the limits of coverage set forth above, and Customer and any Authorized Driver maintain all responsibility to satisfy any judgment, payment, loss, liability, claim, demand, cause of action, attorney's fees, or other expense of any kind above the coverage provided by Company and/or when Company has satisfied their obligations under the coverage. Customer agrees to indemnify and hold Company, its agents, employees, parents, and affiliates harmless from and against any and all loss, liability, claim, demand, cause of action, attorney's fees, and expense of any kind in excess of the limits stated herein or beyond the scope of the protection provided for herein, if any, arising from the use or possession of Equipment by Customer or any Authorized Driver, including attorney's fees incurred by Company to enforce any of its rights hereunder.

Customer agrees if the Equipment becomes damaged, lost, or stolen, Customer is obligated to immediately report the same to Company and, if directed, to law enforcement, and must fully cooperate with Company's and law enforcement's efforts to recover Equipment. To the extent permitted by law, failure to timely report an incident of theft or suspected theft may result in voiding coverage, and Customer may be held personally responsible for the loss of the Equipment and/or any potential injuries or property damage that result from any non-permissive use.

Customer and any Authorized Driver understand and agree the protection above does not apply to any rental of Towable Equipment, subject to applicable law.

12. COMPANY'S RIGHT TO DEFEND

To the extent permitted by applicable law, Company has no duty to defend Customer or any Authorized Driver in any claim or lawsuit arising out of the use of Equipment. Customer and any Authorized Driver understand and agree that if a claim is made or a lawsuit is filed under this Agreement, and if no other source of defense is available to Customer or any Authorized Driver, Company may defend the claim or lawsuit at its sole discretion. However, Company has no duty to defend lawsuits not covered by liability protection provided by Company or included with the purchase

of Safemove Plus. In addition, Company has no duty to defend Customer or any Authorized Driver in any claim or lawsuit arising out of any acts prohibited by this Agreement. In defending the claim or lawsuit, Company may, at its sole discretion, make any settlements which Company considers advisable. Company has a right, but not a duty, to defend a claim or lawsuit at its sole discretion. Company has the exclusive right to hire, retain, and direct its counsel of choice, if and when Company defends a claim or lawsuit hereunder. Subject to applicable law, Company's duty to settle or defend ends when the limit of indemnity applicable to the loss giving rise to the claim or lawsuit has been exhausted.

13. DUTY TO COOPERATE

In the event of an accident or service of a lawsuit, Customer and any Authorized Driver are required to provide notice of the accident or service of a lawsuit as soon as possible to Repwest Insurance Company at uhaulclaims.com (U.S. and Canada) or 1-800-528-7134 (U.S.) / 1-800-661-1069 (Canada). Customer and any Authorized Driver must provide all relevant and requested accident-related information and documentation. Failure to provide prompt notice may prejudice Company and, subject to applicable law, void any coverage available.

Customer and any Authorized Driver agree to fully cooperate with Company in investigating and defending any claim or lawsuit. Customer and any Authorized Driver agree to produce relevant documents as requested, including cell phone records and data. The failure to cooperate will result in appreciable prejudice to Company and, subject to applicable law, will void any protection provided herein. In the event of an accident, Customer and any Authorized Driver agree to provide Company with the name of their PAP Insurance company or any other insurance that provides auto liability coverage, fully cooperate with Company in the presentation of claims and in any other aspect of the claims process, and report the accident to Customer's and any Authorized Driver's PAP Insurance company or any other insurance that provides auto liability coverage.

Customer and any Authorized Driver shall, as often as may reasonably be required, present to any Company designee, including Company's chosen attorney(s), for an examination under oath ("EUO") to assist in the investigation and timely disposition of Customer's, Authorized Driver's, and/or potential third-party claim(s). Customer and any Authorized Driver agree EUOs may be recorded by audio and/or video and to review and execute the transcript of any EUO. Presentation for the requested EUOs is material to the decision to enter into this Agreement, and failure to comply may void any coverage hereunder.

Customer and Authorized Driver agree that if Equipment is involved in a collision, involved with or causes injuries to a person or damage to property, or lost or stolen, they have a continuing duty to provide any changes to their contact information until Company or its agents provide them with written notice that no further cooperation is required. Customer and Authorized Driver agree failure to provide updated contact information is prejudicial to Company, may void coverage and protections hereunder, and could subject Customer and Authorized Driver to personal liability. Customer and Authorized Driver further agree to indemnify Company for any loss or judgment it may become subject to as a result of their failure to appear or their default involving any civil action or other legal proceeding in which Company has reasonably sought their cooperation in connection with its duty to defend the Customer or Authorized Driver.

14. NO-FAULT BENEFITS & UNINSURED/UNDERINSURED MOTORIST PROTECTION

COMPANY **DOES NOT** PROVIDE NO-FAULT BENEFITS, SUPPLEMENTAL NO-FAULT BENEFITS, PERSONAL INJURY PROTECTION, UNINSURED/UNDERINSURED MOTORIST ("UM/UIM") PROTECTION, OR OTHER INSURANCE, COVERAGE, OR PROTECTION THAT IS OPTIONAL OR CAN BE WAIVED OR REJECTED. CUSTOMER AND ANY AUTHORIZED DRIVER SPECIFICALLY WAIVE AND REJECT ALL SUCH BENEFITS, PROTECTION, COVERAGE, AND INSURANCE.

TO THE EXTENT APPLICABLE LAW REQUIRES COMPANY PROVIDE NO-FAULT OR UM/UIM PROTECTION BENEFITS, COMPANY PROVIDES NO-FAULT AND/OR UM/UIM PROTECTION TO ANY AUTHORIZED DRIVER AND PASSENGERS, LIMITED AS FOLLOWS: COMPANY'S NO-FAULT AND/OR UM/UIM PROTECTION DOES NOT APPLY UNTIL AFTER EXHAUSTION OF ALL OTHER NO-FAULT INSURANCE AND/OR OTHER PROTECTION AVAILABLE TO ANY AUTHORIZED DRIVER OR PASSENGER(S) (NO-FAULT, SUPPLEMENTAL NO-FAULT, PERSONAL INJURY PROTECTION, EMPLOYER'S INSURANCE, AND/OR ANY OTHER PROTECTION OR INDEMNIFICATION, WHETHER PRIMARY, EXCESS, OR CONCURRENT), AND THEN COMPANY'S PROTECTION APPLIES TO THE EXTENT IT IS NEEDED TO MEET, ON A CUMULATIVE BASIS WITH ALL SUCH OTHER INSURANCE AND/OR PROTECTION AVAILABLE

TO ANY AUTHORIZED DRIVER OR PASSENGER(S), THE MINIMUM BENEFITS REQUIRED BY APPLICABLE LAW. TO THE EXTENT APPLICABLE LAW REQUIRES COMPANY PROVIDE NO-FAULT OR UM/UIM PROTECTION BENEFITS OTHER THAN AS DESCRIBED ABOVE, THEY WILL NOT EXCEED THE MINIMUM BENEFITS REQUIRED BY SUCH LAW. IN THE EVENT OF COVERAGE, CUSTOMER'S AND ANY AUTHORIZED DRIVER'S DUTY TO COOPERATE AND THE OBLIGATIONS SET FORTH IN SECTION 13 "DUTY TO COOPERATE" APPLIES.

15. DAMAGE WAIVER – THIS IS NOT INSURANCE. THIS IS OPTIONAL.

Customer acknowledges and agrees they are responsible for the total amount of Damages to Equipment. Subject to applicable law, "Damages" includes: A) any and all damage (including collision with an overhead object such as overhangs, trees, overpasses, garages, parking structures, and bridges) or loss related to Equipment up to its full replacement value; B) applicable towing, storage, and impound fees; C) applicable administrative fees; and D) loss of rental revenue. HOWEVER, in return for purchasing Damage Waiver and subject to the deductibles listed below, Company will waive Damages to applicable Equipment resulting from collision ("collision" is specifically subject to the exclusions listed below), upset, overturn, or fire. Damage Waiver is only available with a rental of 1) Towable Equipment with the purchase of Safetow Protection; 2) U-Haul Vehicles with the purchase of Safemove Protection; 3) Vans or Pick Up Trucks in Canada; and 4) Auto-Transport, Tow Dolly, or Motorcycle Trailer in Virginia.

The following deductibles shall apply to Damage Waiver:

	Damage Deductible	Overhead Damage Deductible
Vans & Pick Up Trucks – All U.S. States & Canada	\$150	\$250
U-Haul Rental Trucks/Towable Equipment – All U.S. States & Canada Except New York	\$0	\$250
U-Haul Rental Trucks/Towable Equipment – New York Only	\$150	\$250
U-Haul Rental Trucks with Safemove Plus	\$0	\$0

EXCLUSIONS: Even if the applicable fee has been paid and subject to any limitations imposed by applicable law, Damage Waiver specifically excludes and does NOT apply to Damages resulting from: i) intentional, criminal, willful, wanton, or reckless acts; ii) misuse or abuse; iii) off-road use; iv) any damage resulting from improper fuel; v) overload of Equipment beyond the GVWR or GAWR; vi) improper loading or failure to secure a load; vii) use of Equipment by someone other than an Authorized Driver; and viii) any failures to comply with the terms of this Agreement.

CUSTOMERS THAT CHOOSE NOT TO PURCHASE DAMAGE WAIVER OR SAFEMOVE, SAFETOW, OR SAFEMOVE PLUS PROTECTIONS ARE RESPONSIBLE FOR ALL DAMAGES TO EQUIPMENT, INCLUDING AND UP TO ITS FULL REPLACEMENT VALUE.

NOTICE: In the event of Damage Waiver coverage, Customer's and any Authorized Driver's duty to cooperate and the obligations set forth in Section 13 "Duty to Cooperate" apply.

16. SAFEMOVE and SAFETOW PROTECTIONS

These protections are NOT LIABILITY INSURANCE. Where available, these protections are OPTIONAL AND APPLY ONLY TO CARGO AND MEDICAL AND LIFE PROTECTION in the following Equipment: U-Haul Rental Truck (Safemove Protection) and Towable Equipment (Safetow Protection). Damage Waiver is included with the purchase of Safemove and Safetow Protections. Purchasing this coverage may duplicate coverage provided by Customer's or Authorized Driver's Personal Auto, Renters, or Homeowners policies. Company and its employees are not qualified to evaluate any other insurance Customer or Authorized Driver may have. Company may retain a portion of the premium paid depending on the State or Province.

DEFINITIONS:

Accident: An occurrence involving Equipment operating on a highway or other recognized roadway,

parking lot, or driveway resulting in bodily injury to a person or property damage as a result of a collision, fire, or overturn of Equipment. The term Accident does not include an occurrence involving only getting in or out of Equipment or only the loading or unloading of Cargo or Vehicle-in-Tow.

Cargo: Personal property transported in Equipment.

During Transportation: The time from when Cargo is loaded into or on Equipment at the point of origin until it is unloaded at the final destination.

Tow Vehicle: Any land motor vehicle designed for use principally upon public roads used to tow Towable Equipment.

Vehicle-in-Tow: That land motor vehicle designed for use principally upon public roads which is attached to covered Towable Equipment and the Tow Vehicle.

SAFEMOVE CARGO PROTECTION AND LIMITS: Safemove Protection covers damage to Cargo During Transportation and resulting from collision, fire, and overturn of a U-Haul Vehicle with the following limits:

Protection Limits:	Truck
One-way Rental	\$25,000
In-Town® Rental	\$15,000
Deductible	\$100

SAFEMOVE CARGO PROTECTION EXCLUSIONS: For a complete list of exclusions, please refer to the certificate of insurance available at repwest.com/products.

SAFETOW CARGO PROTECTION AND LIMITS: Safetow Protection provides protection for the Vehicle-in-Tow* and Cargo in the Towable Equipment During Transportation. There is no protection for the Tow Vehicle. Safetow Protection provides up to a limit of \$20,000 (depending on the amount of protection purchased) for damage or loss that occurs to the Vehicle-in-Tow when towed with a U-Haul Trailer, Auto Transport, or Tow Dolly. There is a \$100 deductible per occurrence.

*The Vehicle-in-Tow is not covered by Safetow Protection in the State of Virginia.

SAFETOW CARGO PROTECTION EXCLUSIONS: For a complete list of exclusions, please refer to the certificate of insurance available at repwest.com/products.

SAFEMOVE AND SAFETOW VALUATION OF CARGO: In the event of loss, the value of Cargo, including sentimental, irreplaceable, or other items of intrinsic value, will be determined as of the time of loss and will be the least of the following amounts:

- A. The actual cash value of Cargo;
- B. The cost of reasonably restoring Cargo to its condition immediately before loss; or
- C. The cost of replacing Cargo with property of like kind and quality.

SAFEMOVE AND SAFETOW MEDICAL AND LIFE PROTECTION LIMITS: Customer, Authorized Driver, and passengers are provided with the following medical and life protection limits as a result of an Accident.

Protection Limits:	Safemove Protection	Safetow Protection
Customer/Lessee Loss of Life	\$25,000	\$10,000
Authorized Driver/Passenger Loss of Life	\$15,000	\$5,000
Medical	\$1,000	\$500

SAFEMOVE AND SAFETOW MEDICAL AND LIFE PROTECTION EXCLUSIONS: There is no protection for death or injury resulting from: natural causes or underlying health conditions; persons riding outside the cab of the U-Haul Vehicle or passenger compartment of the Tow Vehicle; Impairing Substances; intentional, criminal, willful, wanton, or reckless acts; racing of any type; or if there is no valid or current U-Haul Equipment Contract. All Exclusions in Section 15 "Damage Waiver" apply to these Protections.

17. SAFEMOVE PLUS PROTECTION ("SAFEMOVE PLUS")

Safemove Plus is INSURANCE. Where available, Safemove Plus is OPTIONAL and only available for

eligible Equipment. Safemove Plus includes third-party supplemental automobile liability protection up to \$1 Million inclusive of the MFR. The protection afforded by Safemove Plus pays first before Customer's own auto policies. Safemove Plus includes all protections provided by and exclusions to Safemove Protection and Damage Waiver. There is a \$0 deductible for any accidental damage to U-Haul Vehicles including collision with an overhead object. Customer and any Authorized Driver agree to all the benefits, exclusions, and terms and conditions as set forth herein and in the applicable policies which are available at repwest.com/products. Purchasing this coverage may duplicate coverage provided by Customer's or Authorized Driver's Personal Auto, Renters, or Homeowners policies. Company and its employees are not qualified to evaluate any other insurance Customer or Authorized Driver may have. Company may retain a portion of the premium paid depending on the State or Province.

Customer agrees oral representations or agreements concerning supplemental insurance are not enforceable. To the extent Customer seeks to purchase supplemental insurance coverage, Customer has a duty to verify the supplemental insurance sought is included on the U-Haul Equipment Contract before taking possession of the Equipment.

DUTY TO COOPERATE: Customer's and any Authorized Driver's duty to cooperate is set forth in Section 13 above, applies to Safemove Plus, and is material to the decision to provide Safemove Plus.

COMPANY RIGHT TO DEFEND: Company's duty to defend is set forth in Section 12 above and applies to Safemove Plus.

NO-FAULT BENEFITS: No-fault benefits, if any, are set forth in Section 14 above and apply to Safemove Plus.

UM/UIM PROTECTION: UM/UIM protection benefits, if any, are set forth in Section 14 above and apply to Safemove Plus.

INFORMATION PROVIDED TO COMPANY: In order for Customer to rent Equipment from Company, Customer acknowledges Customer and any Authorized Driver are only using Equipment for Do-it-Yourself moving, and Customer's and any Authorized Driver's agreement to do so is material to the decision to provide Safemove Plus. Customer's or any Authorized Driver's failure to use Equipment solely for Do-it-Yourself moving is a Material Breach and may void any coverage and protection.

Customer may be asked to provide certain required information and answer certain questions. The information and answers, and Customer providing honest and truthful information, is material to the decision to provide Safemove Plus. Customer's failure to provide honest and truthful information is a Material Breach and may void any coverage and protection.

18. PRIVACY POLICY; WEBSITE TERMS AND CONDITIONS

Customer agrees to the Privacy Policy, available at uhaul.com/Legal/PrivacyPolicy, and to all applicable terms and conditions when using uhaul.com, any affiliated U-Haul website, or the U-Haul mobile application. For the purposes referenced in the Privacy Policy and for the services being provided by Company, Customer and any Authorized Driver expressly consent to providing information, including Driver's License information, contact information, and biometric data.

Company utilizes facial recognition technology to identify Customer from the headshot photo provided by Customer. Use of this program and uploading these photos grants Company explicit consent to the use of this information for this purpose. Company will never sell this information nor use it for purposes other than to prevent fraud and protect Company and the public against the misuse of Equipment.

19. INDEMNIFICATION; LIMITATION OF LIABILITY

CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, ITS PARENTS, AFFILIATES, AND EMPLOYEES AGAINST ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, LOSSES, EXPENSES, AND DAMAGES OF ANY KIND OR DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES) RESULTING FROM CUSTOMER'S AND ANY AUTHORIZED DRIVER'S INTENTIONAL OR CRIMINAL ACTS OR FROM ANY VIOLATION OF THIS AGREEMENT. THIS PROVISION IS NOT INTENDED TO REQUEST INDEMNIFICATION FOR THE NEGLIGENCE, IF ANY, OF COMPANY.

CUSTOMER AND ANY AUTHORIZED DRIVER AGREE NOT TO HOLD COMPANY LIABLE FOR DOWNTIME, MATERIALS, OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE USE OF EQUIPMENT, INCLUDING FAILURE OF EQUIPMENT TO OPERATE PROPERLY.

CUSTOMER AND ANY AUTHORIZED DRIVER UNDERSTAND AND AGREE COMPANY IS NOT A BAILEE OF CARGO AND COMPANY DOES NOT ACCEPT CONTROL, CUSTODY, OR RESPONSIBILITY FOR THE CARE OF CARGO.

20. MATERIAL REPRESENTATIONS; MATERIAL BREACH

Customer agrees all the information provided to Company for the purposes of this Agreement is true and correct, and any misrepresentation is a Material Breach of this Agreement and may void any coverage provided or purchased.

Customer agrees that if Company or an affiliated entity obtains information A) of a Material Breach of this Agreement by Customer or any Authorized Driver; B) that Equipment is being used in violation of this Agreement; or C) that Equipment is being used in a manner that could reasonably impact the safety of Customer, any Authorized Driver, or the public, Company or its agent has the right to immediately terminate this Agreement, Customer's U-Haul Equipment Contract, and/or provide other Equipment (which may be at Customer's expense).

21. MODIFICATIONS TO THIS AGREEMENT

This Agreement may NOT be changed or altered by Customer except in a writing signed by a Company Officer. Company reserves the right to modify this Agreement at any time in its discretion.

22. NOTICE; CONSENT TO COMMUNICATIONS

Customer authorizes Company, its affiliates, and its agents to contact Customer regarding this Agreement at any provided email address or phone number (including by text message). Customer acknowledges text messaging charges may apply. Customer is responsible for providing Company with accurate contact information at all times. Customer may update their contact information through the U-Haul Mobile Application, at uhaul.com/orders, or by contacting their U-Haul rental location. Customer may unsubscribe to non-transaction specific texts or emails by following the instructions communicated in the message.

23. ELECTRONIC SIGNATURE & RECORDS

Customer hereby consents to the use of electronic signatures in connection with the execution of this Agreement, and acknowledges and agrees the use of electronic signatures (such as DocuSign) and electronic records (including any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall have the same legal effect, validity, and enforceability as a handwritten signature (or "wet ink" signature) or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

24. FORCE MAJEURE

Company shall not be liable for delay, loss, damage, or any failure to perform under this Agreement where such failure results from any cause beyond Company's and/or its affiliated entity's or agent's reasonable control, including any of the following force majeure conditions: flood, fire, earthquake, volcanic activity or severe or other adverse weather event; pandemic; vandalism; accidents; sabotage; power failure or blackout; denial of service attacks or similar attacks; explosion; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lock-outs or labor disruptions; embargo; and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts, provided that Company, or its affiliated U-Haul entity or agent, shall as soon as reasonably practical (A) notify Customer in writing at the contact information provided on the Rental Contract of the existence of the Force Majeure, (B) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure, and (C) resume performance of its obligations hereunder as soon as practicable thereafter.

25. BINDING EFFECT

This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, transferees and assigns.

26. **SEVERABILITY**

If any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder will remain enforceable.

APPENDIX A

U-Haul Arbitration Agreement ("Agreement")

PLEASE READ CAREFULLY. THIS MANDATORY AGREEMENT AFFECTS YOUR RIGHTS. BY ENGAGING IN A "TRANSACTION," "YOU" AND "U-HAUL" VOLUNTARILY AND KNOWINGLY ENTER INTO THIS AGREEMENT WHICH WAIVES YOUR RIGHT TO SUE AND BRING CLAIMS IN COURT, OTHER THAN AS STATED BELOW, OR HAVE A JURY RESOLVE ANY DISPUTE:

1. Except as expressly provided in this Agreement, "Claims" shall not be pursued in court (except "Small Claims" as defined below), but shall be decided by binding arbitration administered by either the National Arbitration and Mediation ("NAM") in accordance with its NAM Comprehensive Dispute Resolution Rules and Procedures and Supplemental Rules for Mass Arbitrations (<https://www.namadr.com/resources/rules-fees-forms/>) or the American Arbitration Association ("AAA") in accordance with its AAA Consumer Arbitration Rules (<http://www.adr.org/consumer>), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
2. For purposes of this Agreement, the following definitions shall apply:
 - a. **"Claims"** is broadly interpreted to include any dispute, complaint, controversy, or cause of action arising out of or relating to your relationship with U-Haul or any prior, current or future Transaction with U-Haul. All claims, including assigned claims, brought under any legal theory, whether at law or in equity, are covered by this Agreement and shall include, but not be limited to, all statutory and tort claims, that may be asserted.
 - b. **"Equipment"** means any truck, vehicle, trailer, tow dolly, U-Box container, retail purchase, or physical item related to your Transaction.
 - c. **"Rental Company"** means the business entity that is responsible for the display, rental, sales, maintenance, and repair of Equipment and policy programs and procedures in a particular geographic area.
 - d. **"Small Claims"** means a lawsuit filed in a local court that has jurisdiction to decide cases involving relatively small amounts of money damages.
 - e. **"Transaction"** means the commencement, completion, or fulfillment of: A) a request or reservation to rent, use or purchase Equipment or to receive services; B) the use or review of the content of any U-Haul website; or C) any entry onto any U-Haul or U-Haul agent's property.
 - f. **"U-Haul"** means all subsidiaries, related companies, insurers, parents, agents, affiliates, and/or independent dealers of the Rental Company, and each of their respective officers, directors, shareholders, managers, employees and other representatives who had anything to do with Your Transaction.
 - g. **"You"** means the person who engaged in a Transaction and (as applicable) Your respective subsidiaries, affiliates, agents, Authorized Driver(s) as defined in the U-Haul rental agreement, employees, persons related to You, and Your beneficiaries, estate, spouse, domestic partner, heirs, assigns and other successors-in-interest, as well as all authorized or unauthorized users of the Equipment. "Your" refers to "You."
3. U-Haul and You agree that a U-Haul Transaction affects interstate commerce and that this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. ch. 1, et. seq.
4. You acknowledge and agree that You have voluntarily chosen to engage in a Transaction with U-Haul rather than a competitor who may offer comparable goods and services but may not require binding arbitration. Arbitration is less formal than court; uses a neutral arbitrator instead of a judge or jury; allows limited discovery; and is subject to limited judicial review. The decision of an arbitrator may be entered and enforced as a final judgment in a court of competent jurisdiction.
5. **Claims may only be brought in an individual capacity and in the name of an individual or entity, and may not be joined or consolidated with the Claims of any third party unless they arise from the same Transaction, nor may any Claims, including assigned Claims, be pursued in court. Claims must proceed on an individual and non-class and non-representative basis. No Claim may be pursued as a class or other collective action. No Claims may be brought in a representative action such as a private attorney general action, or other representative basis. The Arbitrator shall have authority to issue any relief that a court of competent jurisdiction could have awarded only to You or U-Haul individually on a non-class and non-representative basis. If any part of this paragraph 5 is deemed unenforceable as to all or part of a dispute, then the entirety of this Arbitration Agreement shall be null and void as to that dispute or part of the dispute, and therefore that claim must proceed in a court of competent jurisdiction.**

6. If this Agreement conflicts with any arbitration provision in the Rental Contract Addendum/Document Holder or any other prior arbitration provision presented to You at the time of the Transaction, this Agreement contains the most recent reiteration of the Agreement and therefore supersedes all prior arbitration provisions and shall control.

7. Unless otherwise provided in the following rules or by mutual agreement as provided herein, NAM Comprehensive Dispute Resolution Rules and Procedures and Supplemental Rules for Mass Arbitrations (<https://www.namadr.com/resources/rules-fees-forms/>) will apply to the arbitration of all Claims seeking \$75,000 or less and the AAA Consumer Arbitration Rules (<http://www.adr.org/consumer>) will apply to the arbitration of all Claims seeking more than \$75,000. **BY ENTERING INTO THE TRANSACTION, THE PARTIES ACKNOWLEDGE AND AGREE TO AMEND OR MODIFY, WHERE APPLICABLE, EITHER THE NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES PURSUANT TO RULE 8 OF THE NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE AAA CONSUMER ARBITRATION RULES PURSUANT TO RULE R-1(C) OF THE AAA CONSUMER ARBITRATION RULES AS FOLLOWS:**

a. **Small Claims Court.** U-Haul or You shall bring Claims in small claims court instead of arbitration for those Claims that meet the local jurisdiction requirements for Small Claims. The rules of the small claims court shall apply.

b. Notice and Demand Procedure

- i. **Notice of Dispute** ("Notice"): Before initiating arbitration proceedings, the party asserting a Claim subject to this Agreement must give written Notice by mail or e-mail sent to the party or parties against whom a Claim is asserted. Notice to U-Haul shall be sent to: U-Haul Legal Dept., [2727 N. Central Ave., Phoenix, AZ 85004](#) or by e-mail to: legal@uhaul.com. A Notice form and related information is found at www.uhaul.com/arbitration. Notice to You shall be sent either to the address or e-mail address provided by You to U-Haul in connection with the Transaction or to another address or email address provided by You to U-Haul. After Notice of a Claim is given, the parties shall attempt to resolve the Claim within sixty (60) days from the receipt of the Notice. The statute of limitations shall be tolled for said 60-day period.
- ii. **Demand for Arbitration** ("Demand"): Upon expiration of the 60-day Notice period, or immediately upon the unequivocal rejection of any Claim(s), You or U-Haul may initiate arbitration proceedings by filing a Demand and Certification of Completion of the Notice of Dispute Process ("Certification") with NAM for Claims seeking less than \$75,000 but exceeding Small Claims Court jurisdictional limits, or by filing a Demand with AAA for Claims seeking \$75,000 or more. NAM Demand and Certification forms for Claims filed with NAM and AAA Demand and Certification Forms for Claims filed with AAA and related information can be found at www.uhaul.com/arbitration, and shall include an amount requested in the Demand. If a Demand is filed without the Certification, NAM or AAA shall consider the Demand incomplete and not filed, and not proceed with its administration and invoicing until a Certification has been submitted. If all Claims are mutually resolved within the Notice period, NAM or AAA shall take no further action to administer the Demand.

c. Special rules for Claims seeking \$75,000 or less:

- i. **NAM Consumer Filing Fee.** If You followed the Notice and Demand Procedure as provided above and paid a filing fee, U-Haul will reimburse You the amount of that fee.
- ii. **Alternative Payment and Attorney Premium.** If You followed the Notice and Demand Procedure set forth above, and the Arbitrator issues an award on the merits of Your Claims that is greater than the value of U-Haul's last written settlement offer sent to You at least fourteen (14) calendar days before the hearing (or submission of documents in a Written Submission-Only procedure), then U-Haul will:
 1. pay the award or \$7,500, whichever is greater ("Alternative Payment"); and
 2. pay Your attorney, if any, reasonable attorney's fees, and reimburse expenses (including expert witness fees) that You reasonably incurred for investigating, preparing, and pursuing Your Claims ("Attorney Premium"). To qualify for payment, expenses must be itemized and submitted to U-Haul within fourteen (14) calendar days of the award. The maximum payment under the Attorney Premium is the amount of the award.

d. Special rules for Claims seeking at least \$500,000 or more:

- i. You or U-Haul may elect to proceed before a panel of three (3) arbitrators. If a party elects to proceed before a panel of three (3) arbitrators, said election shall be made at the time of filing the Demand. Responding party shall have thirty (30) days from the filing of Your Demand to elect to proceed before a panel of three (3) arbitrators.
- ii. The Federal Rules of Evidence shall be applied in the arbitration proceedings to the same extent as if the Claims had been filed in federal court in the jurisdiction in which the Arbitration proceeds.
- iii. Upon request of a party and good cause shown, the Arbitrator will:
 1. permit each party to submit at least one dispositive motion;
 2. permit each party to serve interrogatories, requests for admission, and requests for production and determine the scope, schedule, and amount of same;
 3. permit at least one deposition of each party; determine the necessity of any additional depositions; and allocate the cost of taking deposition(s); and
 4. permit written submissions and determine the staggered schedule for such submissions.
- iv. Following any arbitration award in this matter, the parties shall both have the right for submission of an appeal. The appeal, if any, shall be handled by the AAA pursuant to their Optional Appellate Arbitration Rules. The parties agree that each party shall be responsible for their own attorney's fees and costs on appeal.

e. **Arbitrator Selection.** Unless otherwise agreed in writing by You and U-Haul, NAM or AAA, as the case may be, shall transmit simultaneously to each party an identical list of no less than five (5) qualified arbitrators chosen from the NAM Hearing Officer Roster or AAA National Roster of Commercial Arbitrators, respectively. The parties may agree on an Arbitrator and advise NAM or AAA of their agreement. If the parties do not agree, each party will have fourteen (14) calendar days from the transmittal date of the list of arbitrators in which to strike up to two (2) names from the list of arbitrators, number the remaining names in order of preference, and return the list directly to NAM or AAA. If a party does not return the list within the time specified, all persons on the list will be deemed acceptable to that party. From among the persons who have been approved by both parties, and in accordance with the designated order of mutual preference, NAM or AAA shall appoint an Arbitrator to serve. If for any reason appointment cannot be made from the submitted lists, NAM or AAA will repeat the process set forth in this paragraph 7 until the Arbitrator is selected.

f. **Prior Settlement Offer.** Prior to an arbitration decision, the parties shall not disclose to the Arbitrator any communications related to an offer of compromise unless accepted by all parties.

g. **Location of Arbitration Hearing/Governing Law.** The Arbitration shall take place in the County (or Parish) where You reside, either at the time of the rental and/or sale or return of the Equipment, unless otherwise agreed in writing by U-Haul and You. This Agreement shall be interpreted and construed in accordance with the law of the State where the Arbitration takes place. Any and all Claims arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by the law of the State where the Arbitration takes place, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction.

h. **AAA and Arbitrator Fees.** U-Haul will pay NAM or AAA administrative and arbitrator fees pertaining to the Claims initiated and pursued in accordance with the Notice and Demand Procedure except as set forth in Paragraph 7(d). Notwithstanding the foregoing, the Arbitrator shall have authority to reallocate said fees if the Arbitrator determines that Claims were filed for an improper purpose or that the Claims are patently frivolous and/or unsupported by applicable law or the reasonable extension of the law. Notwithstanding anything to the contrary set forth above, in the event the conditions for multiple (mass) consumer case filings are met as determined by NAM pursuant to its Supplemental Rules for Mass Arbitrations Rule No. 2 or the AAA pursuant to the Administrative Filing Fees section (i)(B) in the Consumer Arbitration Rules, then each party's portion of the NAM filing fees shall be the Mass Filing Fees as set forth by NAM or AAA filing fees shall be the Multiple Consumer Case Filings Fees as set forth by the AAA, respectively.

i. **Attorney's Fees and Costs.** Except as otherwise provided in this Agreement, the Arbitrator shall have the authority to award attorneys' fees and other costs as permitted by applicable law; however, You may not be awarded duplicative amounts of attorney's fees or costs regardless of the number of claimants. U-Haul promises and agrees that it will not seek an award of attorneys' fees or costs unless the Arbitrator determines that Claims are patently frivolous and/or unsupported by applicable law or the reasonable extension of the law.

j. Arbitrator's Authority. The Arbitrator shall:

- i. Be bound by the terms of this Agreement;
- ii. Apply a statute of limitations to all Claims as though brought in an appropriate court of competent jurisdiction;
- iii. Decide all issues, and award a remedy, based only on the evidence and arguments submitted by a party;
- iv. Resolve all disputes regarding the scope and enforceability of this Agreement, including the enforcement of the class action waiver;
- v. Issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based and to identify the specific types of damages awarded, if any;
- vi. Award a remedy only as to Claims presented at the Arbitration hearing and of which all Parties were on notice at least thirty (30) days before the hearing;
- vii. Award any form of individual relief provided such relief would have been available in an individual capacity before a court of competent jurisdiction;
- viii. Make rulings and resolve disputes as to the payment and reallocation of fees and expenses, including attorney's fees;
- ix. Retain jurisdiction to review and resolve issues between the parties concerning interpretation of the decision. Such issues will be resolved based only on written submissions.

8. **Confidentiality.** In order to protect the confidential, proprietary, and trade secret information of the parties, U-Haul and You agree to negotiate and enter into a Confidentiality Agreement. If U-Haul and You cannot agree on the Confidentiality Agreement, the arbitrator shall have the sole responsibility for determining the appropriate scope of the Confidentiality Agreement. In no event shall the Confidentiality Agreement in any way prevent U-Haul or You from using any document marked as "confidential" in an arbitration proceeding under this Agreement, subject to any ruling on admissibility by the Arbitrator.

9. **Alternate Forum.** By mutual written agreement, the parties may select an arbitration forum other than NAM or AAA and/or modify the procedural arbitration rules. In the event NAM or AAA are unable or unwilling to administer the arbitration, You and U-Haul shall submit the Claims to an agreed upon alternative forum which shall be subject to all other terms and conditions of this Agreement.

10. **Modification.** This Agreement may only be amended by a writing signed by all parties. Only an officer representing U-Haul may agree on behalf of U-Haul to modify the terms of this Agreement.

11. **Severability.** This Agreement is the full and complete agreement relating to the resolution of Claims. If any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction or the Arbitrator, the remainder will be enforceable.

12. **Waiver.** The failure of a party to require performance of any term or condition of this Agreement shall not be deemed to constitute a waiver of any such term or condition, or have any binding or precedential value regarding present or future enforcement of such term.

APPENDIX B

U-Haul Arbitration Agreement ("Agreement") - CANADA

PLEASE READ CAREFULLY. THIS MANDATORY AGREEMENT AFFECTS YOUR RIGHTS. BY ENGAGING IN A "TRANSACTION," "YOU" AND "U-HAUL" VOLUNTARILY AND KNOWINGLY ENTER INTO THIS AGREEMENT WHICH WAIVES YOUR RIGHT TO SUE AND BRING CLAIMS IN COURT, OTHER THAN AS STATED BELOW, OR HAVE A JURY RESOLVE ANY DISPUTE:

1. Except as expressly provided in this Agreement, "Claims" shall not be pursued in court (except "Small Claims" as defined below), but shall be decided by binding arbitration administered by either the National Arbitration and Mediation ("NAM") in accordance with its NAM Comprehensive Dispute Resolution Rules and Procedures and Supplemental Rules for Mass Arbitrations (<https://www.namadr.com/resources/rules-fees-forms/>), the American Arbitration Association ("AAA") in accordance with its AAA Consumer Arbitration Rules (<http://www.adr.org/consumer>), or other mutually agreed upon and recognized arbitration administrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
2. For purposes of this Agreement, the following definitions shall apply:
 - a. **"Claims"** is broadly interpreted to include any dispute, complaint, controversy, or cause of action arising out of or relating to your relationship with U-Haul or any prior, current or future Transaction with U-Haul. All claims, including assigned claims, brought under any legal theory, whether at law or in equity, are covered by this Agreement and shall include, but not be limited to, all statutory and tort claims, that may be asserted.
 - b. **"Equipment"** means any truck, vehicle, trailer, tow dolly, U-Box container, retail purchase, or physical item related to your Transaction.
 - c. **"Rental Company"** means the business entity that is responsible for the display, rental, sales, maintenance, and repair of Equipment and policy programs and procedures in a particular geographic area.
 - d. **"Small Claims"** means a lawsuit filed in a local court that has jurisdiction to decide cases involving relatively small amounts of money damages.
 - e. **"Transaction"** means the commencement, completion, or fulfillment of: A) a request or reservation to rent, use or purchase Equipment or to receive services; B) the use or review of the content of any U-Haul website; or C) any entry onto any U-Haul or U-Haul agent's property.
 - f. **"U-Haul"** means all subsidiaries, related companies, insurers, parents, agents, affiliates, and/or independent dealers of the Rental Company, and each of their respective officers, directors, shareholders, managers, employees and other representatives who had anything to do with Your Transaction.
 - g. **"You"** means the person who engaged in a Transaction and (as applicable) Your respective subsidiaries, affiliates, agents, Authorized Driver(s) as defined in the U-Haul rental agreement, employees, persons related to You, and Your beneficiaries, estate, spouse, domestic partner, heirs, assigns and other successors-in-interest, as well as all authorized or unauthorized users of the Equipment. "Your" refers to "You."
3. U-Haul and You agree that a U-Haul Transaction affects interstate commerce and that this Agreement shall be governed by Federal or Provincial law.
4. You acknowledge and agree that You have voluntarily chosen to engage in a Transaction with U-Haul rather than a competitor who may offer comparable goods and services but may not require binding arbitration. Arbitration is less formal than court; uses a neutral arbitrator instead of a judge or jury; allows limited discovery; and is subject to limited judicial review. The decision of an arbitrator may be entered and enforced as a final judgment in a court of competent jurisdiction.
5. **Claims may only be brought in an individual capacity and in the name of an individual or entity, and may not be joined or consolidated with the Claims of any third party unless they arise from the same Transaction, nor may any Claims, including assigned Claims, be pursued in court. Claims must proceed on an individual and non-class and non-representative basis. No Claim may be pursued as a class or other collective action. No Claims may be brought in a representative action such as a private attorney general action, or other representative basis. The Arbitrator shall have authority to issue any relief that a court of competent jurisdiction could have awarded only to You or U-Haul individually on a non-class and non-representative basis. If any part of this paragraph 5 is deemed unenforceable as to all or part of a dispute, then the entirety of this Arbitration Agreement shall be null and void as to that dispute or part of the dispute, and therefore that claim must proceed in a court of competent jurisdiction.**

6. If this Agreement conflicts with any arbitration provision in the Rental Contract Addendum/Document Holder or any other prior arbitration provision presented to You at the time of the Transaction, this Agreement contains the most recent reiteration of the Agreement and therefore supersedes all prior arbitration provisions and shall control.
7. Unless otherwise provided in the following rules or by mutual agreement as provided herein, NAM Comprehensive Dispute Resolution Rules and Procedures and Supplemental Rules for Mass Arbitrations (<https://www.namadr.com/resources/rules-fees-forms/>) will apply to the arbitration of all Claims seeking \$75,000 or less and the AAA Consumer Arbitration Rules (<http://www.adr.org/consumer>) will apply to the arbitration of all Claims seeking more than \$75,000. **BY ENTERING INTO THE TRANSACTION, THE PARTIES ACKNOWLEDGE AND AGREE TO AMEND OR MODIFY, WHERE APPLICABLE, EITHER THE NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES PURSUANT TO RULE 8 OF THE NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE AAA CONSUMER ARBITRATION RULES PURSUANT TO RULE R-1(C) OF THE AAA CONSUMER ARBITRATION RULES AS FOLLOWS:**

a. **Small Claims Court.** U-Haul or You shall bring Claims in small claims court instead of arbitration for those Claims that meet the local jurisdiction requirements for Small Claims. The rules of the small claims court shall apply.

b. **Notice and Demand Procedure**

- i. **Notice of Dispute ("Notice"):** Before initiating arbitration proceedings, the party asserting a Claim subject to this Agreement must give written Notice by mail or e-mail sent to the party or parties against whom a Claim is asserted. Notice to U-Haul shall be sent to: U-Haul Legal Dept., [2727 N. Central Ave., Phoenix, AZ 85004](https://www.uhaul.com/legal) or by e-mail to: legal@uhaul.com. A Notice form and related information is found at www.uhaul.com/arbitration. Notice to You shall be sent either to the address or e-mail address provided by You to U-Haul in connection with the Transaction or to another address or email address provided by You to U-Haul. After Notice of a Claim is given, the parties shall attempt to resolve the Claim within sixty (60) days from the receipt of the Notice. The statute of limitations shall be tolled for said 60-day period.
- ii. **Demand for Arbitration ("Demand"):** Upon expiration of the 60-day Notice period, or immediately upon the unequivocal rejection of any Claim(s), You or U-Haul may initiate arbitration proceedings by filing a Demand and Certification of Completion of the Notice of Dispute Process ("Certification") with NAM for Claims seeking less than \$75,000 but exceeding Small Claims Court jurisdictional limits, or by filing a Demand with AAA for Claims seeking \$75,000 or more. NAM Demand and Certification forms for Claims filed with NAM and AAA Demand and Certification Forms for Claims filed with AAA and related information can be found at www.uhaul.com/arbitration, and shall include an amount requested in the Demand. If a Demand is filed without the Certification, NAM or AAA shall consider the Demand incomplete and not filed, and not proceed with its administration and invoicing until a Certification has been submitted. If all Claims are mutually resolved within the Notice period, NAM or AAA shall take no further action to administer the Demand.

c. **Special rules for Claims seeking \$75,000 or less:**

- i. **NAM Consumer Filing Fee.** If You followed the Notice and Demand Procedure as provided above and paid a filing fee, U-Haul will reimburse You the amount of that fee.
- ii. **Alternative Payment and Attorney Premium.** If You followed the Notice and Demand Procedure set forth above, and the Arbitrator issues an award on the merits of Your Claims that is greater than the value of U-Haul's last written settlement offer sent to You at least fourteen (14) calendar days before the hearing (or submission of documents in a Written Submission-Only procedure), then U-Haul will:
1. pay the award or \$7,500, whichever is greater ("Alternative Payment"); and
 2. pay Your attorney, if any, reasonable attorney's fees, and reimburse expenses (including expert witness fees) that You reasonably incurred for investigating, preparing, and pursuing Your Claims ("Attorney Premium"). To qualify for payment, expenses must be itemized and submitted to U-Haul within fourteen (14) calendar days of the award. The maximum payment under the Attorney Premium is the amount of the award.

d. **Special rules for Claims seeking at least \$500,000 or more:**

- i. You or U-Haul may elect to proceed before a panel of three (3) arbitrators. If a party elects to proceed before a panel of three (3) arbitrators, said election shall be made at the time of filing the Demand. Responding party shall have thirty (30) days from the filing of Your Demand to elect to proceed before a panel of three (3) arbitrators.
- ii. The Provincial Rules of Evidence shall be applied in the arbitration proceedings to the same extent as if the Claims had been filed in Provincial court in the jurisdiction in which the Arbitration proceeds.
- iii. Upon request of a party and good cause shown, the Arbitrator will:
 - 1. permit each party to submit at least one dispositive motion;
 - 2. permit each party to serve interrogatories, requests for admission, and requests for production and determine the scope, schedule, and amount of same;
 - 3. permit at least one deposition of each party; determine the necessity of any additional depositions; and allocate the cost of taking deposition(s); and
 - 4. permit written submissions and determine the staggered schedule for such submissions.
- iv. Following any arbitration award in this matter, the parties shall both have the right for submission of an appeal. The appeal, if any, shall be handled by the AAA pursuant to their Optional Appellate Arbitration Rules. The parties agree that each party shall be responsible for their own attorney's fees and costs on appeal.

e. **Arbitrator Selection.** Unless otherwise agreed in writing by You and U-Haul, NAM or AAA, as the case may be, shall transmit simultaneously to each party an identical list of no less than five (5) qualified arbitrators chosen from the NAM Hearing Officer Roster or AAA National Roster of Commercial Arbitrators, respectively. The parties may agree on an Arbitrator and advise NAM or AAA of their agreement. If the parties do not agree, each party will have fourteen (14) calendar days from the transmittal date of the list of arbitrators in which to strike up to two (2) names from the list of arbitrators, number the remaining names in order of preference, and return the list directly to NAM or AAA. If a party does not return the list within the time specified, all persons on the list will be deemed acceptable to that party. From among the persons who have been approved by both parties, and in accordance with the designated order of mutual preference, NAM or AAA shall appoint an Arbitrator to serve. If for any reason appointment cannot be made from the submitted lists, NAM or AAA will repeat the process set forth in this paragraph 7 until the Arbitrator is selected.

f. **Prior Settlement Offer.** Prior to an arbitration decision, the parties shall not disclose to the Arbitrator any communications related to an offer of compromise unless accepted by all parties.

g. **Location of Arbitration Hearing/Governing Law.** The Arbitration shall take place in the City or Township where You reside, either at the time of the rental and/or sale or return of the Equipment, unless otherwise agreed in writing by U-Haul and You. This Agreement shall be interpreted and construed in accordance with the law of the Province where the Arbitration takes place. Any and all Claims arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by the law of the Province where the Arbitration takes place, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction.

h. **AAA and Arbitrator Fees.** U-Haul will pay NAM or AAA administrative and arbitrator fees pertaining to the Claims initiated and pursued in accordance with the Notice and Demand Procedure except as set forth in Paragraph 7(d). Notwithstanding the foregoing, the Arbitrator shall have authority to reallocate said fees if the Arbitrator determines that Claims were filed for an improper purpose or that the Claims are patently frivolous and/or unsupported by applicable law or the reasonable extension of the law. Notwithstanding anything to the contrary set forth above, in the event the conditions for multiple (mass) consumer case filings are met as determined by NAM pursuant to its Supplemental Rules for Mass Arbitrations Rule No. 2 or the AAA pursuant to the Administrative Filing Fees section (i)(B) in the Consumer Arbitration Rules, then each party's portion of the NAM filing fees shall be the Mass Filing Fees as set forth by NAM or AAA filing fees shall be the Multiple Consumer Case Filings Fees as set forth by the AAA, respectively.

i. **Attorney's Fees and Costs.** Except as otherwise provided in this Agreement, the Arbitrator shall have the authority to award attorneys' fees and other costs as permitted by applicable law; however, You may not be awarded duplicative amounts of attorney's fees or costs regardless of the number of claimants. U-Haul promises and agrees that it will not seek an award of attorneys' fees or costs unless the Arbitrator determines that Claims are patently frivolous and/or unsupported by applicable law or the reasonable extension of the law.

j. Arbitrator's Authority. The Arbitrator shall:

- i. Be bound by the terms of this Agreement;
- ii. Apply a statute of limitations to all Claims as though brought in an appropriate court of competent jurisdiction;
- iii. Decide all issues, and award a remedy, based only on the evidence and arguments submitted by a party;
- iv. Resolve all disputes regarding the scope and enforceability of this Agreement, including the enforcement of the class action waiver;
- v. Issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based and to identify the specific types of damages awarded, if any;
- vi. Award a remedy only as to Claims presented at the Arbitration hearing and of which all Parties were on notice at least thirty (30) days before the hearing;
- vii. Award any form of individual relief provided such relief would have been available in an individual capacity before a court of competent jurisdiction;
- viii. Make rulings and resolve disputes as to the payment and reallocation of fees and expenses, including attorney's fees;
- ix. Retain jurisdiction to review and resolve issues between the parties concerning interpretation of the decision. Such issues will be resolved based only on written submissions.

k. Confidentiality. In order to protect the confidential, proprietary, and trade secret information of the parties, U-Haul and You agree to negotiate and enter into a Confidentiality Agreement. If U-Haul and You cannot agree on the Confidentiality Agreement, the arbitrator shall have the sole responsibility for determining the appropriate scope of the Confidentiality Agreement. In no event shall the Confidentiality Agreement in any way prevent U-Haul or You from using any document marked as "confidential" in an arbitration proceeding under this Agreement, subject to any ruling on admissibility by the Arbitrator.

l. Alternate Forum. By mutual written agreement, the parties may select an arbitration forum other than NAM or AAA and/or modify the procedural arbitration rules. In the event NAM or AAA are unable or unwilling to administer the arbitration, You and U-Haul shall submit the Claims to an agreed upon alternative forum which shall be subject to all other terms and conditions of this Agreement.

m. Modification. This Agreement may only be amended by a writing signed by all parties. Only an officer representing U-Haul may agree on behalf of U-Haul to modify the terms of this Agreement.

n. Severability. This Agreement is the full and complete agreement relating to the resolution of Claims. If any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction or the Arbitrator, the remainder will be enforceable.

o. Waiver. The failure of a party to require performance of any term or condition of this Agreement shall not be deemed to constitute a waiver of any such term or condition, or have any binding or precedential value regarding present or future enforcement of such term.

Questions, concerns, or comments? Respond back to this email or click the link below for additional assistance.

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