



PO Box 5501, Kaneohe, HI 96744
Office Phone: +1.808.427.2267
www.campervanhawaii.com

Rental Agreement

Initials

- _____ You agree to return the Vehicle with at least the same amount of fuel as when rented. If you do not return the Vehicle with at least the same amount of fuel; you will pay us a refueling fee of \$20.00 plus fuel @ \$9.00 per gallon.
- _____ If the Vehicle is returned and requires additional time necessary beyond normal expectations to clean, at Campervan Hawaii's discretion, we may charge an additional cleaning fee of \$95/hr. needed to return the campervan back to the same condition as renter received upon departure. The floors, kitchen, fridge and stove should be cleaned along with all kitchenware.
- _____ A late fee in the amount of \$95.00/hr will be charged if the campervan is not returned on the date/time due as noted on the rental agreement. The campervan is considered late if it is more than 29 minutes of the date/time due in.
- _____ A \$500.00 (minimum) fee will be charged if the Vehicle contains evidence of smoking.
- _____ The cassette toilet or porta potti must be emptied and rinsed prior to returning your campervan (if applicable). If it is not emptied, then you will be charged \$125.00. If the cassette toilet overflows into the cassette compartment, there will be an additional \$225 for cleaning and sanitization of the cassette toilet compartment. We recommend emptying the cassette/porta potti every day if it is used regularly.
- _____ The awning should only be used in low winds and if conditions are variable or gusty always retract it. Never leave the awning unattended and if in doubt don't put it out.
- _____ If you purchased Outdoorsy insurance through our website during booking, there is a deductible (\$500-\$1500) for each accident that occurs during your rental period. Coverage is provided on an excess (or secondary) basis – If there is damage, any guest's primary insurance (whether personal or commercial insurance) will apply first and then the Outdoorsy Protection Package will be secondary or also known as excess. If there is no other policy in place that provides coverage, the Outdoorsy Protection Package policy will then be primary.
- _____ If there is any damage to the campervan while you are renting it that results in a cancellation or the campervan being unrentable for any customer's reservation, you might be responsible for any loss of use of the campervan while it is damaged or being repaired. This might not be covered by insurance and you will be responsible for any lost revenue due to being out of service for repairs. We will bill for Loss of Use once we receive an estimate from the insurance company based on the estimated days for repair. This insurance estimated days for repair is an estimate and if the actual days end up taking longer, then Loss of Use will be updated accordingly.

**In case of an Accident, Contact 911 (if it involves another vehicle or property damage) and then our office immediately.
Then fill out the supplied Accident Report Form**

ABSOLUTELY NO DRIVERS UNDER 25 YEARS OF AGE

Campervan Hawaii Contact Information

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|-------------------------|-----------------------|----------------------------------|---|
| Reservations & Billing: | Name: Beth-Ann Mullen | Phone: +1 (808) 427-2267 ext 421 | Email: bethann@campervanhawaii.com |
| Fleet Manager: | Name: Sean Mullen | Phone: +1 (808) 427-2267 ext 420 | Email: sean@campervanhawaii.com |
| Maui Contact: | Name: Emily Fischer | Phone: +1 (804) 432-9766 | Email: emily@campervanhawaii.com |
| Big Island Contact: | Name: Matt Reed | Phone: +1 (808) 640-4486 | Email: matt@campervanhawaii.com |

Vehicle Rental Agreement Terms and Conditions ("Terms and Conditions")

1. Definitions

"Agreement" means all terms and conditions in these Terms & Conditions, the "Face Page," any addenda and any additional materials Renters or Authorized Drivers sign or we provide at the time of rental. "We," "our," or "us" means the rental company named in this Agreement. "Renter", "Renters" or "You" means each person identified on the Face Page as a Renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the Renters' direction. All persons referred to as "Renters" are jointly and severally liable and bound by this Agreement. "Authorized Driver" means the Renters and any additional driver listed on this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Vehicle. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Vehicle. Each Authorized Driver expressly warrants and guarantees that by operating the Vehicle, the Authorized Driver is competent, capable, licensed, and qualified to operate the Vehicle. "Vehicle" means the recreational vehicle, motor home, truck camper or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and Vehicle documents. "Loss of use" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during the Rental Period, including: use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. "Diminished Value" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Charges" means the fees and charges incurred under this Agreement. All amounts expressed under this Agreement shall be payable in U.S. Dollars. "Rental Period" means the period between the times you take possession of the Vehicle and the Vehicle is either returned to or recovered by us and checked in by us. "Vehicle License Fee" or "Vehicle License Cost Recovery Fee" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

2. Rental, Indemnity and Warranties

This is a contract for rental of the Vehicle. We may repossess the Vehicle at Renters' expense without notice to Renters, if the Vehicle is abandoned or used in violation of law or this Agreement. To the fullest extent permitted by law, Renters agree to indemnify us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs and attorney fees we incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Vehicle from damage. We do not offer any discounts for any cosmetic damage or any wear and tear on the body or interior compared to the pictures on our website. **The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Vehicle, except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.**

3. Condition and Return of Vehicle

Renters must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement hereto, and in the same condition that Renters received it, except for ordinary wear. If the Vehicle is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business (regardless of when such loss or damage occurred), and Charges may continue to accrue until that time. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. Renters must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented unless we offer, and you purchase, a prepaid fuel option.

4. Responsibility for Damage or Loss; Reporting to Police

You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Your responsibilities will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable; (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable; \$0-\$500 damage=\$50 fee; \$501-\$1,500 damage=\$150 fee; \$1501-\$2500 damage=\$250 fee; over \$2500 damage=\$350 fee; (c) towing, storage, and impound charges and the other reasonable incidental and consequential damages; and (d) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Prohibited Uses

The following uses of the Vehicle are prohibited and are breaches of this Agreement. **The Renters and Authorized Drivers shall not use or permit the use of the Vehicle: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Vehicle; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything without our prior written consent; (g) to teach anyone to drive; (h) in any race, speed test or contest; (i) to carry dangerous or hazardous items or illegal material; (j) for travel outside of the United States or Canada, specifically excluding travel into Mexico; (k) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (l) on unpaved surfaces, except at designated campgrounds; (m) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (n) to transport children without approved child safety seats as required by local law; (o) when the odometer has been tampered with or disconnected; (p) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Vehicle; (q) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (r) after an accident with the Vehicle unless and until Renters summon the police to the accident scene; (s) for anyone sitting, standing or lying on the roof of the Vehicle; (t) by anyone who is driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages, while not in a hands-free mode; (u) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental; (v) to transport an animal (other than a service animal); and (w) in a reckless manner or with willful or intentional disregard to the Vehicle or to third parties and their property. Smoking in the vehicle is also prohibited.**

6. Insurance

Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Vehicle in the minimum amount required by state law. Where state law requires the Vehicle owner to provide auto liability insurance, we shall provide auto liability insurance (the "Liability Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of Hawaii whose laws apply to the loss. **Renters, Authorized Drivers, and we reject Personal Injury**

Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, to the extent permitted by law. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by law. We also provide collision and comprehensive insurance on the Vehicle with a deductible (“Collision Policy”). You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. **You are responsible for all damage to the Vehicle that is not covered by our insurance policies or that is in excess of our insurance limits. Coverage under the Liability Policy and the Collision Policy is void if you materially breach this agreement or if you fail to cooperate in any loss investigation conducted by us, or our insurer.** You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. The Liability Policy and the Collision Policy do not cover losses caused by anybody who is not an Authorized Driver.

7. **Optional Equipment**

We may offer certain Optional Equipment, which may include Beach Chairs, Tents, Coolers, Hibachis, Bike Racks, Bicycles, Surf Racks, Sup Boards, Kayak Racks, Kayaks, and Sleeping Bags upon request and subject to availability for your use during the rental for free or at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when you rented. Campervan Hawaii will not be held responsible for any injuries that occur from using our Equipment and you agree that you are using these items at your own risk.

8. **Charges and Costs**

In addition to the basic trip cost stated on the Face Page of this rental agreement, Renters will pay us, or the appropriate government authorities, on demand all Charges due us under this Agreement, including: (a) time and mileage for the period Renters keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with; (b) charges for each person using the campervan; (c) optional products and services Renters purchased; (d) a refueling fee if Renters return the Vehicle with less fuel than when rented; (e) taxes, fees, and surcharges; (f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing, impound, and storage charges and other expenses involving the Vehicle assessed against us or the Vehicle; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from Renters or otherwise enforcing or defending our rights under this Agreement; (h) a 2% per month late payment fee or the maximum amount allowed by law, on all amounts paid after payment is due; (i) \$95, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (j) \$95 or the maximum amount permitted by law, if Renters pay us with a check returned unpaid for any reason; (k) a reasonable fee to clean the Vehicle if returned substantially or materially less clean than when rented or if the Vehicle contains evidence of smoking or animals; and (l) loss of use of the Vehicle while the vehicle is being repaired should the Renter cause the Vehicle to become damaged or inoperable. This is calculated by multiplying the number of days to repair the Vehicle by the daily rental rate of the Vehicle when you rented it plus any taxes and fees. The loss of use will be charged once we receive the estimate back from the insurance company which shows the number of days to repair. **All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.**

9. **Deposit**

You permit us to reserve against your payment card (“Reserve”) or take a cash deposit (“Deposit”) at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges, but will not use the Reserve or Deposit to pay for damage to the Vehicle for which you may be responsible unless you agree separately to allow it after the amount of damage is determined. We will authorize the release of any excess Reserve or refund any excess Deposit within 7 days following the return the completion of your rental provided there is no damage. If it is returned with Damage, we may put a hold on the deposit return until we receive an estimate for repairs. Your payment card issuer’s rules will apply to your account being credited for the excess and it may not be immediately released by your card issuer.

10. **Renters' Property**

To the extent permitted by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for loss of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, unless the loss or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

11. **Responsibility for Tolls, Traffic Violations, and Other Charges**

You are responsible for paying the charging authorities directly all tolls (“Tolls”) and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “Violation”) assessed against you, us or the Vehicle during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Toll or Violation, you will pay us or a processing firm (“Processor”) of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your payment card and rental information to a Processor and charging authorities for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

12. **Our Responsibility to You if the Vehicle Becomes Inoperable**

If the Vehicle becomes inoperable for more than 24 hours, the liability us to you is limited to the daily rate times the number of days the vehicle is inoperable. We are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by you as a result of breakdown or any problem(s) with the Vehicle.

13. **Personal Information; Communications**

You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. **The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle’s systems before returning it.** Questions regarding privacy should be directed to the location where you rented the Vehicle.

14. **Telematics Notice**

The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR). You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. **To the extent permitted by law, we may disable the Vehicle when we deem necessary, including if you breach this Agreement. You should have no expectation of privacy related to your use of this Vehicle.** You agree to inform all drivers and passengers of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. To the extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

15. Breach of Agreement

The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches of this Agreement. Renters and Authorized Drivers waive all recourse against us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us for any criminal reports or prosecutions that we take against Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' breach of this Agreement.

16. Modifications

No term of this Agreement can be waived or modified except by a writing that we have signed. If Renters wish to extend the rental period, Renters must return the Vehicle to our rental office for inspection and a written amendment by us of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and us. All prior representations and agreements between Renters, Authorized Drivers and us regarding this Agreement are void. If any provision of this Rental Contract is deemed not to apply, is illegal, or is against public policy, the remainder of the Rental Agreement provisions shall retain their full force and effect.

17. Waiver, Damages, Assignment

An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **To the extent permitted by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Vehicle.** Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder. Renter agrees to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorneys' fees incurred by us resulting from and arising out of, this rental and your use of the vehicle.

18. Headings

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

19. Severability

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

20. Reservation, Payments & Security Deposit Terms

A. Reservation, Rental Payment and Deposit

Reservations: Need to be made at least 24 hours prior to the departure date. There is a 4-night minimum during Winter, Fall, and Spring seasons. 5-night minimum during holiday periods and peak summer season. Each rental night constitutes one rental day. Seasonal dates vary annually.

Payments: You will be charged a 25% reservation down payment (or \$500 whichever is greater) on your total estimated trip cost to reserve your campervan. Balance of estimated total rental cost is due in full 14 days before departure. If your total rental cost is below the minimum down payment, then payment in full will be taken at time of confirmed reservation. Rental costs and down payment can be paid by MasterCard, Visa, American Express and Discover, cash, cashiers check/money order, or personal check. If paying by check, the check must be received 3 weeks prior to departure date. Renter's name must match the name on the credit card being used to pay for the rental. Renter must be present and provide credit card and picture driving identification at time of pick up.

Deposits: A refundable Security/Damage deposit will be taken 2 days prior to departure. Security/Damage deposits are a minimum of \$750 and can vary based on vehicle, insurance deductibles or Campervan Hawaii's discretion. The security deposit can be paid by cash, cashiers check or credit card (credit card must be in renters name). The deposit covers any damage to the rented motorhome or trailer during the rental period, regardless of fault. It also covers additional charges but not limited to fuel, late returns, traffic violations, etc that were not charged prior to departure. The deposit also covers costs we may incur in collecting payment from you or otherwise enforcing our rights under this contract including attorney, legal collection fees and our time (\$95/hr). Security/Damage Deposit is reconciled within 7 days after returning the rental unit if the unit is returned clean, fuel tanks at or above departure level, gray & black water tanks drained and NO DAMAGE. Renter is responsible for all damage done to the vehicle from the time of their departure until return and checked-in by authorized Campervan Hawaii employees. Refunds will be in the form of Campervan Hawaii check if paid in cash, cashiers check or refund on credit card if card is used. The deposit may be held until completion of any legal or collection action.

B. Cancellation Policy

From the date of reservation and up to 30 days before departure, Campervan Hawaii will refund the down payment amount, less a \$95 processing fee if canceled within 30 days of departure but more than 14 days from departure, 50% of the down payment amount will be refunded. If canceled within 14 days of departure no refunds will be given and full reservation amount will be due. Please allow 7 days to process any refund.

C. Contract Changes

If by renter's sole choice – Renter may change their reservation without penalty from time of reservation to 14 days prior to departure without penalty as long as total cost to change does not alter the reservation by reduction of more than 25% of total cost. If changed by more than 25%, the standard cancellation policy will be in effect in proportion to reduction. Prevailing rental rates will apply to all rescheduled dates. Rescheduled rental dates must be within one year. If the renter cancels rescheduled dates, the renter will forfeit all rental payments and/or deposits.

D. Rental Floor Plans

Campervan Hawaii reserves the right to substitute a unit of equal or greater value should a reserved unit become unavailable through damage, breakdown, theft, scheduling or any circumstances beyond our control. Should a suitable substitute of equal or greater value not be available, our liability is strictly limited to the refunding of the applicant's reservation deposit. Substitutions of equal or greater value are at no additional cost to the renter.

E. Reservation and Signing

The person named on the Reservation and the Final Contract must have a valid major credit card in their name, present it and their identification and is the only person authorized to sign the rental agreement. If additional drivers have been approved and are listed on the rental contract they may drive the Vehoff our lot but may not sign the contract. We reserve the right to refuse any rental application or reservation.

21. Operational Terms

A. Rental Pick Up

- Campervan pick up and departure (check-out) times are between 8am and 6pm Sunday – Saturday, based on vehicle readiness and if the vehicle is not rented the night before your departure. If the vehicle is rented the night before your departure, then the Check-Out time is between 3pm and 5pm. Same day turnovers are rare but do happen and we do our best to accommodate all of our guests.

- Please request your desired time during the reservation process. Plan for up to 30 minutes for your departure walkthrough and test drive. If you would like an earlier time (8am – 3pm) it may be available, but not guaranteed as your Vehicle may be out on rent the night before your departure day. Contact the office if you would like to request an early Check-Out and we will try to accommodate your request.
- Fee for before/after hours check-out (6am-8am or 5pm-8pm) is \$35 and for late night (8pm to 12am) the fee is \$65, if approved and available.

B. Rental Return

- Campervan return (check-in) times are between 9am – 5pm Sunday – Saturday if the vehicle is not rented the night after your return. If the vehicle is rented the night after your return, then the Check-In time is between 9am and 11am. Same day turnovers are rare but do happen and we do our best to accommodate all of our guests.
- Please request your desired time during the reservation process. Plan for up to 15 minutes for your check-in. If you would like a later time (11am – 5pm) it may be available, but not guaranteed as your Vehicle may have another rental starting on your return day.
- Fee for after/before hours check-in (6am-9am or 5pm-8pm), if approved and available, is \$35 and for late night (8pm to 12am) the fee is \$65.
- There are absolutely no refunds for early returns. The vehicle remains the responsibility of the renter until an authorized Campervan Hawaii representative has checked the vehicle in.
- The vehicle must be returned clean inside as received and the fuel level must be at or above departure level. If the RV is not returned clean and/or at fuel level below departure level, a \$95 per hour cleaning fee will be charged and the fuel will be refilled at a price of \$8 per gallon of fuel plus a \$20 service charge. We bill fuel at the actual amount of gallons needed to bring fuel level back to the level at departure and cleaning at 30-minute increments.
- The Renter must drop off the rental vehicle him or herself.
- You must return the RV on the date and time specified in the rental contract. Failure to return on time will incur a \$95/hr. fee starting 29 minutes after the specified return time. If not returned by 12am, a full night will be charged. If the late return affects another guest's departure on the same day, a fee of up to 3 times the nightly rate may be charged.

C. Rental Delivery or Pick Up Option

- If you select to have Campervan Hawaii deliver and pick-up your campervan, delivery and pick up times and terms are the same as normal terms described in section 21, paragraphs A and B.
- Delivery site must be free of shrubs, debris, and the delivery site must be wide enough to allow maneuverability for the driver of the vehicle. If you are unsure if the location is suitable for the vehicle being delivered, we can provide a pre-inspection at an additional cost.
- Delivery and Pick up fees include setup and teardown of available on site hook ups if applicable.

D. Fuel Use

- No warranties are made regarding fuel tank capacity or fuel mileage.
- All gasoline or propane refueling during the trip is at Renter's expense.
- Upon return fuel must be at or above departure level.
- Propane tank level upon return can be at any level with no additional costs. Your propane tank will be at least 1/2 upon departure.
- Renter must refuel using the correct vehicle fuel octane as written inside the Vehicle's gas door

E. Maintenance and Breakdown Terms

- Renter is responsible for checking the engine oil, fluids, and coolant levels at each refueling. Renter is responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal on road maintenance.
- In the event the campervan is in breakdown repair for 12 hours or more, through no fault of the customer, our responsibility to the customer is limited to refund of nightly rate or portion thereof.
- Automotive air conditioning, forced air furnace, microwave oven, refrigerator, house water pump, aux batteries (defects only), 110v A/C, water heater, toilet, and shower malfunctions are not considered breakdowns and no refund of nightly rates are available for repairing these items. However should any of the items listed fail to operate; an allowance of \$10 per day/per item up to a maximum of \$70 per item will be reimbursed to the renter. The allowance is limited to \$300 per campervan per rental.
- All other items are not covered. These include but are not limited to automotive cruise control, interior lights, TVs, DVDs, any audio systems, electric bed or sofas and exterior showers.
- Customer agrees to obtain prior authorization from Campervan Hawaii for all repairs to the campervan, or the renter will be fully liable for all these expenses, and all damages that may result from improper repair or replacements.
- Campervan Hawaii is not liable for Renter's expenses due to unforeseen breakdowns beyond Campervan Hawaii's control.

22. Use and Restrictions

A. Smoking Policy

- There is a strict No Smoking policy in all of the Vehicles. If your rental is returned with any kind of smoke odor, including campfire smoke, an automatic \$500 cleaning fee (at minimum) will be taken from the Security/damage deposit.

B. Towing or using the hitch

- Towing behind the campervan is not permitted. All Vehicles will have a hitch lock attached to the hitch receptacle. Tampering of hitch lock will void this contract and Renter will be responsible for all ensuing charges including possible confiscation of the campervan and all applicable fees and contract charges.
- If renter plans on using any hitch mounted rack with the campervan, the renter must contact Campervan Hawaii prior to picking up the Vehicle to make arrangements and have the hitch lock removed and the hitch mounted rack installed.

C. Restricted Use and No Travel Zones

- Travel directly into the ocean is strictly prohibited.
- Any gatherings or events, which could pose a danger or damage to the Vehicle or Renter.
- Travel on Non-Public roads, unpaved or dirt roads and off-road areas are prohibited and may result in insurance coverage being voided.
- Pets are not allowed in any of our campervans. If your rental is returned with evidence of pet use, a \$225 fee will automatically be added. If there is damage, stains, odors or hair due to pets, additional cleaning charges of \$95/hr. with a one-hour minimum per occurrence will be added. Any additional Pet fees may be deducted from the security/damage deposit.

23. Fees

A. Turnover Fee

- All Vehicles have a mandatory Prep, Clean & Starter fee. This fee includes vehicle prep and your walk through, basic cleaning upon return, and a starter pack of RV Toilet Paper & Septic Chemicals, if applicable. Also included is a full fresh water tank and at least a ½ tank of propane upon departure for your use. This fee varies based on vehicle type.

B. Per Person Fee

- This covers vehicle wear and tear as well as outfitting the campervan with enough kitchenware, pillows, sheets, blankets, bath towels, beach towels, camping chairs, etc. 1 renter requires much less equipment and will have minimal wear and tear on the campervan compared to 4 renters so we charge by the person to make it fair for everyone. This must be added by the renter during checkout on the Add-Ons page. If the number of people is not selected, then Campervan Hawaii will add the fee to the reservation automatically.

C. Septic Fee (if Applicable)

- All Vehicles must have gray and black tanks completely dumped and drained before returning to Campervan Hawaii unless previously arranged for us to do this for you. The dump fee is \$125.00 if the RV toilet cassette is not returned empty and \$45 if the gray water is not returned empty.

D. Additional Cleaning Fees

- You are required to return the campervan in a clean, broom swept condition. All counters, sinks and the refrigerator should be wiped down clean. All kitchenware should be washed, dried and returned to their respective drawers and/or cabinets. Renter should remove all food, trash and personal belongings. Your Prep, Clean & Starter fee provides for basic re-sanitation of the motorhome upon return.
- If the motorhome is returned and requires additional time necessary beyond normal expectations to clean, and at Campervan Hawaii's sole discretion, we may charge an additional basic cleaning fee of \$95/hr. needed to return the motorhome back to the same condition as renter received upon departure.

E. Payment Auto Draft

Renter understands and authorizes any payments owed to be auto-drafted from the payment method Renter has provided. This includes extra charges, damages, and insurance deductibles.

F. Other Fees

- Other fees may occur and be described in other sections of the Rental Terms or Rental Agreement.

24. Renter's Responsibilities, Requirements, & Insurance

A. Responsibility for Damage or Loss

- Renter is responsible for all damage or loss to the Vehicle whether at fault or not.
- At Campervan Hawaii's sole discretion, Renter is also responsible for loss of use, if applicable, while the vehicle is being repaired for damages and for Diminution of the vehicle's value caused by damage. The diminution value charge is 2% of the stated value of the campervan. Stated value can be sent upon request from Renter and is also available on Insurance Binder form if Renter has provided their own insurance.
- Renter is responsible for any Vandalism of the campervan in any form if a proper Police Report was not taken and sent to Campervan Hawaii
- Renter must report all accidents and/or damage involving the vehicle to us within 6 hours of the occurrence.
- Renter agrees to pay any damages from accidents from credit sources, payment types or deposits used in this contract, and assumes all responsibility to submit accident reports and claims to the proper authorities.
- Renter is responsible for all damage below the bumper and above the windshield, as this may not be covered by insurance.
- Renter is responsible for all missing equipment.
- Renter is also responsible for Loss of Use for return of campervan by Renter past contract return date/time that results in loss of use with another guest and any other action by the Renter that causes the campervan unavailable for use. Loss of use is charged at an appropriate seasonal nightly rate.
- Renter is responsible for all damage to Vehicle's interior or exterior not caused by incident or accident whether Renter is aware of damage or not. Damage not caused by vandalism, incident or accident is the sole responsibility of the Renter.

B. Tires and Windshield

- Renter is responsible for all damage or loss caused by tire blowouts, punctures or other road damage. Excluded are damages caused by loss, which occurs in a collision, or comprehensive loss.
- On road tire failure is the renter's responsibility. Renter is responsible for replacing damaged tires with the same type/grade of tire.
- For your own safety DO NOT attempt to change a tire yourself. No tire changing equipment is to be carried in the vehicle. Call the office at (808) 427-2267 and we will send a mechanic out to change the tire. If you cannot get in touch with us, then call a mechanic to change the tire.
- If the windshield is damaged in any form, the renter needs to have it properly evaluated, if ok to drive they can proceed at their sole discretion and safety.
- Renter is responsible for all windshield damage while the RV is in their possession. Any damage to the windshield will result in full replacement of the windshield for safety concerns of our next guests.
- Campervan Hawaii does not reimburse for tire replacement or windshield replacement.

C. Insurance for Motorhomes

- Renter understands that Campervan Hawaii is not an Insurance company.
- Renter is responsible to either provide an acceptable Insurance Binder to fully insure, during the rental period, the motorhome including comprehensive, collision damage and Hawaii State minimums for liability insurance with a deductible for no more than \$1,000, or purchase insurance through Wheelbase/Outdoorsy as part of Renter's reservation process.
- If adequate insurance is not provided to cover the rented vehicle within 2 days of your reservation, We will automatically add basic Wheelbase/Outdoorsy coverage to your reservation.
- Renter acknowledges that Wheelbase/Outdoorsy is a 3rd party and acts as a processor of the reservation and insurance provided.
- Campervan Hawaii reserves the right not to accept any Renter's insurance binder it deems as unacceptable at Campervan Hawaii's sole discretion.
- If purchasing the Wheelbase/Outdoorsy insurance option through the reservation system, Renter acknowledges the damage deductible of up to \$1500 per accident.
- Deductible is based on the vehicle's stated value. Campervan Hawaii will provide the vehicles stated value and deductible and/or complete Insurance details upon request.
- No refunds will be given if the renter's insurance company does not provide binder for coverage and renter wishes to cancel. If you have any questions on insurance, give us a ring as soon as possible and we will be happy to help you sort through this important and necessary part of renting.
- Insurance purchased through the reservation process does not cover vandalism unless accompanied by a Police report.

D. Parking/Traffic/Toll Violations

- Renter is responsible for reporting and payment of all parking/traffic/toll violations at rental return. Please notify us of all violations.
- Renter is authorizing Campervan Hawaii to use credit sources, payment types or deposits used in this contract for such violation payments plus a \$50/violation processing fee.

E. Renter's Age and Driving Requirements

- Renter and all approved additional drivers must be of at least 25 yrs. of age and pass a basic DMV check.
- If Renter and drivers are of International origin, they must also possess a valid Passport, country of origin driver's license and possess during the reservation period a valid International Driver's Permit of their country if origin driver's license is not stated in English.

Campervan Accident/Damage Report Form

**In case of an Accident Contact 911 (if it involves another vehicle or property damage) and then our office immediately.
Then fill out this Accident/Damage Report Form**

This form must be completed by renter for any damages or loss during the Vehicle rental.

Date of Loss: _____ Time of Loss: _____ Place: _____

Renter Name: _____ Renter Phone: _____

Police Report #: _____ Campervan VIN: _____

Another Party Involved? Yes / No

If so, Name: _____ License# and State: _____

Address: _____ Insurance Carrier: _____

Insurance Policy #: _____

Phone: _____ Insurance Phone: _____

Email: _____

Any Witnesses? Yes / No

If so, Name: _____ Phone Number: _____

Address: _____ Email Address: _____

What Happened: _____

What is Damaged: _____

