

## Section A) Reservation, Payments, Deposits & Cancel Terms

### 1. Rental Payments and Deposits

- **PAYMENT POLICY:** A deposit is required to complete the reservation. The remaining balance of the reservation is due 30 days prior to the rental start date. The refundable security deposit will be charged the day before your reservation starts. The payment method **MUST** be the same name as the reservation holder.
- **SECURITY DEPOSIT:** The security deposit is provided as security against damage to the rental, theft, late check-out and violation of any Renter's agreement contained in this agreement. An inspection is done after the campervan is returned for any damage done to real or personal property. The Renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person. Renter hereby agrees to indemnify and hold Owner harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Owner harmless with respect thereto. Renter(s) agrees to indemnify Owner for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage results from a Renter(s) occupancy, Owner is authorized to utilize the credit card on file or the cash security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. Owner is not responsible for articles left inside rental unit. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity. In the event of an insurance claim, renter understands that they may be charged more than one deductible if the insurance provider decides damages to be considered separate insurance claims.
- **SECURITY DEPOSIT REFUND:** A security deposit is authorized to be charged for the booking of the rental. Any damage to the rental unit is the responsibility of the renter and will be deducted from the security deposit. Owner has up to 7 days from the return of the unit to inspect the unit for damages and contact the customer. The security deposit will be returned within another 5-10 business days if there are no damages to the rented unit and can be held up to 60 days if damages occur that need quotes and/or repairs.

### 2. Cancellation Policy

- 50% refund of money collected up to 30 days before rental, no refund within 30 days of rental. Additionally, no refunds will be given for cancellations of reservations during a holiday and event weeks for early returns or no-shows. No refunds will be given for cancellation or interruption that occurs due to inclement weather.

### 3. Rental Floor Plans

- **COMPARABLE CAMPER:** Owner reserves the right to place you in a comparable campervan. This is very uncommon but situations do arise where we will need to move you into another campervan at our discretion. This would typically happen if the camper you reserved was damaged or needed service, etc.

### 4. 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 campervan off our lot but may not sign the contract.

- We reserve the right to refuse any rental application or reservation.

## Section B) Operational Terms

### 1. Rental Pick Up

- Please request your desired time during the reservation process. Plan for up to 45-60 minutes for your departure walkthrough. If you would like an earlier time, it may be available, but not guaranteed as your campervan may be out on rent the night before your departure day. Your rental insurance is only active during the rental period shown on the reservation.

### 2. Rental Return

- Your rental insurance is only active during the rental period shown on the reservation.
- Please request your desired time during the reservation process. If you would like a later return time, it may be available, but not guaranteed as your campervan may be rented back out that same day.
- We reserve the right not to assign late return times, even if available one week out, to make the campervan available for rent for the next day after your return and rental period. Please remember that other guests may be waiting for the vehicle.
- There are absolutely no refunds for early returns. The vehicle remains the responsibility of the renter until the unit has been returned to the designated lot.
- The vehicle must be returned clean inside as received and the fuel level must be at or above departure level. If the campervan is not returned clean and/or at fuel level below departure level, a cleaning fee will be charged, and the fuel will be refilled at a price of \$5.25 per gallon of fuel. The Renter must drop off the rental vehicle him or herself.
- You must return the campervan on the date and time specified in the rental contract. Failure to return on time will incur a \$100/hr fee. 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.

### 3. Rental Delivery

- Delivery site must be free of shrubs, debris, and the delivery site must be wide enough to allow maneuverability for the driver and slide outs of the vehicle.
- Delivery and Pick up fees include setup and teardown of available on site hookups if applicable.

### 4. Fuel Use

- No warranties are made regarding fuel tank capacity or fuel mileage.
- All gasoline, diesel or propane refueling during the trip is at Renters expense.
- Upon return fuel (gas or diesel) must be at or above departure level.
- Propane tank should be full upon return

### 6. Maintenance and Breakdown

- Renter is responsible for checking the engine oil, and DEF fluid, 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 motor home 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.
- 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.
- Renter must call and notify us of pending maintenance required before performing service.

## 7. Electrical

- I understand that the campervan is designed to properly operate by being plugged into 30 amp (120 Volt) service or run by the onboard battery system. I understand and will investigate on my end to make sure I have the proper campsite that can properly handle powering the campervan. Owner is not liable for any performance issues of the camper that require electricity if renter is powering the camper by an external generator or at a home and agree not to use a 120 volt adapter when trying to run AC. I also understand the onboard 12 volt battery in the campervan is meant to power the CO2 detector and may not be a sufficient power source for use while camping and is limited in capacity. Batteries will recharge while driving, but campervan should not be parked and left at idle as this may damage the diesel emission system.

## 8. Awning

- Damage to awnings is very common and can happen from rain, gust of winds, etc. The typical cost to fix just one slightly bent awning arm can be \$400 or more. We strongly recommend you DO NOT use the awning at all but if you do, remember any damage is 100% paid for out of your damage deposit.

## 9. Appliances

- The A/C, heat, awning, radio, microwave, television, jacks, plumbing, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you, but we will work to try and get issues addressed while the rental is underway.

## Section C) Use and Restrictions

### 1. Smoking Policy

- **NO SMOKING IS ALLOWED.** Since many people have allergies and it is difficult to remove the odors and allergens associated with smoke, we must **STRICTLY ENFORCE** this policy. If evidence of smoking inside the rental is found, Owner reserves the right to charge up to \$750 to **PROPERLY** clean, treat and disinfect. In addition, any damage caused by smoking materials will be charged to Renters' damage deposit or credit card on file.

### 2. Towing or using the hitch

- Towing any trailer with Campervan is strictly prohibited. If Campervan has a hitch it may be used for bicycle racks only. Any damage to bicycles or Renter's property while attached to Campervan is Renter's responsibility.

### 3. Restricted Use and No Travel Zones

- Travel to Mexico is strictly prohibited.
- ALL Festival usage is strictly prohibited unless prior approval is obtained from Owner. Any violation of this policy will result in forfeiture of entire security deposit. Renter will be charged separately for all cleaning and repairs.
- Any gatherings or events, which could pose a danger or damage to the Campervan or Renter.
- Although Campervan may have Four-Wheel Drive capability, Travel on Non-Public roads, unpaved or dirt roads and off-road areas can cause damage to vehicle and all repairs and/or damage will be charged to Renter.

### 4. Use Violations – The following uses of this vehicle are prohibited and constitute a breach of The Rental Contract's terms.

- Do not attempt to access the roof or use the ladder. Any evidence of use of roof or access to roof will result in full forfeiture of Security Deposit in addition to any damage incurred. This is for your safety.
- Operation of the Campervan for use associated with any illegal or unsafe purpose or for use in transporting any illegal substance.
- Any drugs or firearms found in the vehicle will be removed by an appropriate Law enforcement officer.
- Operation of the vehicle by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations.
- Operation of the vehicle by Renter or anyone else under the influence of alcohol, prescription or nonprescription drugs.
- Operation of the vehicle by anyone who obtained the vehicle, or extended the rental period by giving us false, fraudulent, or misleading information.
- Operation of the vehicle in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations.
- Operation of the vehicle in any race or speed contest.
- Operation of the vehicle to teach anyone to drive.
- Operation of the vehicle outside the United States (except to Canada pursuant to pre-authorization)
- Operation of the vehicle when the odometer has been tampered with or disconnected.
- Operation of the vehicle when the vehicle's fluid levels are low, or it is otherwise reasonable to expect the Renter to know that further operation of the Vehicle would damage it.
- Operation of the vehicle to commit a willful, wanton, reckless or negligent act with the vehicle.

- Renter acknowledges that they forfeit their Security Deposit if any violation of Use and Restrictions (section C) is found.

## Section D) Fees

### 1. Prep, Cleaning & Starter Package Fee

- All vehicles have a mandatory Prep, Cleaning & Starter fee. This fee includes vehicle prep, operational walk through when needed, disinfectant cleaning of interior up to 30 minutes, propane refill and a starter pack of RV toilet paper & septic chemicals. The unit must return in the condition it was picked up or an extra cleaning fee of \$1 per minute will apply.

### 2. Septic Fee

- All vehicles must have gray and black tanks or cassette completely dumped and drained before returning unless previously arranged for us to do this for you. There will be a dump fee if the campervan is returned full and not disclosed.

### 3. Extra Mileage Charges

- Unlimited milage is included in your rental unless otherwise stated and disclosed prior to your rental.

### 5. Pet Policy & Fees

- Most of our units are pet friendly but we require you to clean the unit of all pet hair, dander and immediately clean up any accidents. If any damage is caused by a pet, it will result in charges to your deposit or credit card on file. We ask that you clean up after your pet. Signs of excessive pet hair or filth can result in extra cleaning charges.

### 6. Additional Cleaning Fees

- You are required to return the campervan in a clean, broom swept condition. All counters, sinks and refrigerator should be wiped down clean. Renter should remove all food, trash, and personal belongings. Your Prep, Clean & Starter fee provides for basic re-sanitation of the campervan upon return.
- If the campervan is returned and requires additional time necessary beyond normal expectations to clean, we may charge an additional basic cleaning fee of \$1 per minute needed to return the campervan back to the same condition as renter received upon departure.
- Heavy usage fee may apply if GPS tracking devices show alerts from hard braking, fast starts, speeding, etc. Renter will be charged a \$250 to \$1000 heavy use fee out of the damage deposit.
- Misc fees, such as but not limited to, mileage overages, toll booth tickets and generator fees can be charged up to 45 days after the rental is complete to the card on file.

### 7. Lost Keys

- If the keys are lost, you will be charged \$250 to replace them plus any overnight postage charges. This fee may come off your deposit if management chooses.

## 8. Other Fees

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

## Section E) Renter's Responsibilities, Requirements, & Insurance

### 1. Responsibility for Damages or Loss

- Renter agrees to accept liability for any damages caused to the rental by renter or renters' guests, including, but not limited to, damage to the rental in any way or damage to any appliances and/or equipment furnished. Use during freezing weather is completely at your risk in regards to damages to any part of the water system. If damages are in excess of the security deposit being held, renter agrees to reimburse owner for costs incurred to repair/replace damaged items. If the renter is having the rental delivered renter accepts all responsibility and liability once rental is delivered by driver and until driver picks up rental.
- Renter agrees to accept all liability and responsibility for any damages that occur to the campervan while in their possession. Renter also understands any tire damage that occurs while in their possession is to be paid for by them unless found to be a manufacturing defect by a certified repair shop.
- Owner does not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing. Nor will owner accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.
- By signing this agreement, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the rental. You agree to indemnify the owner of the campervan and the rental company in any suit brought against them. You are responsible for all damage, loss or theft of the vehicle, loss of use, diminished value of vehicle caused by damage to it or repair of it, missing equipment, any damage claim whether or not you were at fault. You must report all accidents involving the vehicle to police immediately and to us within 24 hours of occurrence.
- If a rental add-on is returned with any damage or defects the renter will be held liable, and the purchase price of that item will be deducted from the security deposit and the renter will take possession of the item they damaged.

### 2. 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.
- 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 campervan is in their possession. Any damage to the windshield will result in full replacement of the windshield for safety concerns of our next guests or chip fill when applicable.
- Owner does not reimburse for tire replacement or windshield replacement.

### 3. Insurance

- We connect you with insurance on the rental for a fee with a deductible. You are responsible for the deductible amount. This insurance does not cover loss of use, or our administrative expenses incurred processing a damage claim. Coverage 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. You are responsible for all damage to the camper that is not covered by the insurance policies or that is in excess of the insurance limits. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the rental. If you do not have this form turned in, you will not be awarded a refund for the rental rate paid. You will not forfeit your deposit though. Renter understands that if they purchase the basic insurance package and don't select roadside assistance owner will add this to your reservation and charge you for the service accordingly.

### 4. 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.
- Owner reserves the right to charge your card on file for each toll road ticket received during the dates of your rental. The charge will also include a 10% processing administrative fee.

### 5. Renter's Age and Driving Requirements

- Renter must be at least 25 years of age and will be an occupant of the unit during the entire rental period. You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the rental per the description of our ad, and unless prior written approval has been granted by owner, you agree to abide by such limitations.

## Section F) Acknowledgment, Indemnity, and Warranty

### 1. Indemnity

- 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.

### 2. Renter's Personal Property

- Owner is not responsible for articles left on premises. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity.

### 3. Failure to Return

- Renter agrees to pay all expenses we incur in locating and recovering the vehicle if Renter fails to return it or if we elect to repossess it under the terms of this contract. Including all costs, pre- and post-judgment attorney's fees, we incur in collecting payment from you or otherwise enforcing our rights under this contract.
- \$500, plus \$5 per mile for every mile between the renting location and the place where the campervan is returned or abandoned, plus any additional recovery expenses we incur.

## Section G) Additional Terms & Misc.

### 1. Additional Terms & Conditions

- The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges owner, from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold owner free and harmless of any claim or suit arising therein. In any action concerning the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If a guest violates any conditions of this agreement, owner may terminate this agreement and enter premises. Upon notice of termination of this agreement, the renter shall vacate the premises immediately. In the event owner has to resort to legal process to enforce rights under this agreement, renter shall be responsible for reasonable attorney fees and costs. Renter agrees this contract is entered into in Maricopa County, Arizona, and consents to the personal jurisdiction of any proper court located therein.
- I understand that I may be charged any overlooked fees for mileage, usage, etc. up to 12 months after the rental end date. I understand that I need to complete the exterior and interior inspection forms before I start putting my belongings inside or I will be held liable for any damages/issues found when the final return inspection is completed.
- This Agreement may not be cancelled or modified except in writing signed by both parties. Renter understands that if they purchase the basic insurance package and don't select Roadside assistance owner will add this to your reservation and charge you for the service accordingly. This Agreement is not assignable by Renter. Renter agrees that venue for any dispute or claim arising out of or relating to this Agreement or Renter 's use of the rental (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be exclusively in the Maricopa County, Arizona. This Agreement shall be construed in accordance with the laws of the state of Arizona. Renter agrees that in the event owner prevails in a suit to enforce this Agreement, it shall be entitled to recover all its costs and attorney's fees incurred in that action. Warranties, Releases, Indemnification and Assignment.
- Owner assumes no liability for any training, orientation, testing, or other tips provided during campervan walkthrough.
- RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. OWNER OF THE RENTAL DOES NOT WARRANT AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES ON THE RENTAL INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION, SUITABILITY, OR FITNESS OF THE RENTAL OR TIRES FOR ANY PARTICULAR PURPOSE. THE RENTAL OWNER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FROM ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER THE RENTAL OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY YOU TO OWNER UNDER THIS AGREEMENT. BY EXECUTION OF THIS AGREEMENT, RENTER FURTHER RELEASES AND HOLDS HARMLESS THE RENTAL OWNER FROM ANY AND ALL CLAIMS FOR DAMAGES AND CONSEQUENTIAL DAMAGES INCURRED BY RENTER AND ANY OTHER OCCUPANT OF THE RENTAL INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY OR DEATH, COSTS FOR REPLACEMENT RENTALS, FUEL, TELEPHONE, TRAVEL, MEALS, LODGING COSTS, LOSS OF PERSONAL PROPERTY, LOSS OF REVENUE, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND



THAT RENTER OR ANY OCCUPANT OF THE RENTAL MAY INCUR. RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS RENTAL OWNER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY RENTAL OWNER AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF THE RENTAL OWNER. RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF OWNER RENTING THE CAMPERVAN TO RENTER, RENTER DOES HEREBY ASSIGN TO OWNER ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO THE RENTAL OWNER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST THE RENTAL OWNER FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.

### Return Instructions

In order to facilitate an easy & quick return of the campervan, please follow these return instructions and thank you for renting with us.

1. **RETURN TIME:** Your campervan must be back to our lot by the time agreed upon on your reservation. In many cases we have the campervan being rented back out the same day and we must clean and prep for the next renter – just like a hotel. Before leaving, please take a picture of all 4 sides of the campervan for your record.
2. **FUEL TANKS:** You must fill up your fuel tank (gas or diesel) and propane to at least departure level in order not to be charged for fuel. (If we need to re-fuel for you, we charge \$5.25 for gas or diesel). Please take a picture of the fuel gauge for your record.
3. **HOLDING TANKS:** Please be sure to completely empty your grey and black tanks (or cassette) before return if you have not prepaid for us to dump your tanks for you. Please let us know if you did not dump tanks and we will be sure to do it for you for a fee. Do not try to empty the fresh water tank – return at any level.
4. **CLEANING:** Your campervan will be inspected, sanitized, and cleaned when you get it. We ask that the unit be returned in the same general condition that you received it. If cleaning is required, appropriate charges will be deducted from your deposit at the rate of \$1 per minute.
5. **DAMAGES:** If you or your guests on your trip caused any damage to the campervan no matter how big or small, please let us know so we can repair it for the next renter.
6. **PETS:** If you brought a pet with you on your trip, please be sure to remove any and ALL pet hair or shedding from the vehicle to avoid additional cleaning fees.

### On-Road Assistance

Call or Text (602) 418-3141, if we can't answer right away please text us a message that includes your name, which campervan you are renting and the nature of your call. We will return the call usually within 30 mins. If you text or leave a message after hours please understand if your call does not get returned until the next day – we do eat, have families and sleep – thank you for understanding.

For any assistance needed after office hours please contact the 24/7 Roadside that is detailed in your reservation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_