

*(Terms are subject to change and should be reviewed before pickup)*

*(Reading and understanding the Terms and Conditions listed below are the complete responsibility of the renter.)*

## **WANDERVANS TERMS AND CONDITIONS**

*Updated December 2022*

### **1. General**

A. These Terms and Conditions form a part of the Rental Agreement (described hereinafter at times as the/this “Agreement”), which consists of the following parts: the van renter’s Profile for use in enrolling the van renter into Wandervans, the rental document issued at the time of rental (“rental document”), a return document in electronic form with final charges, and the Terms and Conditions stated below.

B. This Agreement is between the person signing it, or otherwise indicating assent as the van renter (“you,” “your” “yours” or “I”) and Wandervans LLC (“we,” “us,” “our” or “ours”) and all Wandervans LLC affiliates and Wandervans USA LLC and covers the rental of each van by us to you under Wandervans (“rental”). All references below to Wandervans shall include both Wandervans LLC and all Wandervans LLC affiliates and franchisees. You agree and understand that your obligations under this Agreement are personal and are not assignable or transferable by you. Except as may be otherwise explicitly stated in a particular provision of this Agreement, if your Enrollment Profile indicates a United States address, then the terms of this Agreement are governed by the law of the State of Idaho, without regard to its conflicts of law principles. Except as may be otherwise explicitly stated in a particular provision of this Agreement, if your Profile indicates a Canadian address, then the terms of this Agreement are governed by the law of the Province of Ontario, without regard to its conflicts of law principles. You understand that each rental is solely a bailment for mutual benefit and that you are not our agent for any purpose. If any term or condition of this Agreement is prohibited or restricted by the law of a jurisdiction in which a rental commences, for only that rental such law shall control.

C. You further agree that we have the right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Wandervans web site. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Wandervans web site, which date will be indicated therein. Changes to the Terms and Conditions will be posted as they occur on the Wandervans web site at [Wandervans.com/terms](http://Wandervans.com/terms) and will govern all rentals even if the terms provided at time of enrollment are different.

D. You must keep your information current by notifying Wandervans of any changes to such information including, not limited to your mailing address, driver’s license and charge card. You are encouraged to update your profile at [Wandervans.com](http://Wandervans.com) or you may call 1-888-861-6776. For

your convenience, if your profile indicates a U.S. address, Wandervans will access the National Change of Address registry administered by the United States Postal Service (“USPS”) to update your address from time to time. Only exact customer matches will be updated. Wandervans is not responsible for errors resulting from USPS processing.

## **2. Wandervans On Location**

Some vehicles are equipped with in-van devices which monitor vehicle diagnostics and can be accessed remotely without your knowledge. Wandervans does not use this technology to track or otherwise identify the location of the vehicle unless the vehicle is suspected or reported as stolen.

## **3. Meaning of Van**

The word “van” means the vehicle rented to you or its replacement and includes tires, tools, equipment, accessories, plates and van documents.

## **4. Who May Drive the Van**

A. You represent that you are a capable and validly licensed driver. You agree that we have the right to verify that your license has been validly issued and is in good standing; and that we may in our sole discretion refuse to rent to you if your license has been suspended, revoked, otherwise restricted in any way, or if your driving record is unsatisfactory to us.

B. We reserve the right to deny rentals based upon information about your license status or driving record provided by the Motor Vehicle Department of the State/Province/or country, which issued your license.

C. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer’s corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the van, but only with your prior permission. The other driver must be at least 25 years old and must also be a capable and validly licensed driver.

## **5. Return of the Van**

A. You agree to return the van to us in the same condition you received it, ordinary wear and tear excepted, on the due date and at the time and to the location specified by you at the time of rental. You must return it sooner upon our demand. If you return it earlier or later, a different or higher rate may apply and, if returned later, you may also be charged a late return fee. You may not return the van at a time when we are closed. If you do, your responsibility for damage to or loss of the van will continue; and all charges stated on the rental document as a periodic rate will continue to accrue until the return location reopens and we retake actual possession of the van. If we do not find the van when that location reopens, your responsibility for all charges and for damage to or loss of the van will continue until the van is actually returned or recovered and possession is returned to us.

B. If you represent in your reservation or subsequently in your rental agreement that you will return the van to a location other than the location where your rental commences, you may have to pay a “one way service fee.” If you return the van to a different location from the agreed return location without our written permission, you agree to pay the unauthorized return location fee specified by us, which is a minimum of \$45. If this fee is higher by multiplying normal mileage rate by the distance between the renting location and the actual return location, as specified on the return document/return record, you’ll pay the higher fee. You also understand that a different or higher rate may apply.

C. If you wish to extend any rental you must contact us at 1-888-861-6776 to request it before your return date. We may or may not grant an extension or decline to grant it for the entire period you request at our sole discretion. If we do grant an extension a different or higher rate may be applied to the extension period; and a service fee may also apply.

## **6. Reservation**

You agree that you must make a reservation for each rental at least 24 hours prior to the scheduled time of rental; and must inform the reservation agent, or if made electronically, indicate that this will be a Wandervans rental.

## **7. Rental Charges**

We have an included amount of miles as specified at booking and any mileage over the specified amount will bill out to you at the rate specified at the time of booking. The mileage terms are subject to change. We will determine the miles/kilometers by reading the factory-installed odometer. The daily charge is based on a whole day system. The rental begins on the day you pick the van up and is for a whole day. If you fail to comply with any conditions for special rates specified on the rental document our otherwise applicable rates will be charged. You’ll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges. If you present any rewards certificates, coupons or vouchers associated with a loyalty rewards program, you may be charged a redemption fee. You will also pay a reasonable fee for cleaning the van’s interior upon return for excessive stains, dirt or soilage attributable to your use as determined solely by us. We maintain a non-smoking fleet. You will pay an additional charge if you return the van and it smells of smoke. You and any third party, to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so.

### **Unauthorized use of discount codes**

**Wandervans issues discount codes to individuals or authorized entities for their sole use. Any other use will be viewed as an unlawful use and theft of services for which Wandervans reserves the right to remove any discount code information from your profile(s) and/or rental(s), in addition to refusal to rent to you and can pursue legal remedies including but not limited to reasonable attorney’s fees and costs.**

## 8. Start of Rental

The rental commences when you receive the keys to the designated van. Our system is for the whole day and not a 24 hour period. You understand that in some states it may be required that we do a driver's license signature comparison at the time of rental.

## 9. Repossessing the Van

We may repossess the van anytime it is found illegally parked, being used to violate the law or this Agreement, or appears to be abandoned. We may also repossess the van anytime we discover you made a misrepresentation to obtain the van. You agree that we needn't notify you in advance. If the van is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the van and agree that such costs will be charged to the card you used to rent the van.

## 10. Prohibited Use of the Van

Certain uses of the van and other things you or a driver may do, or fail to do, will violate this Agreement and, in addition to anything else may cause us to cancel your enrollment in Wandervans Preferred. **A VIOLATION OF THIS PARAGRAPH, WHICH INCLUDES USE OF THE VAN BY AN UNAUTHORIZED DRIVER, WILL AUTOMATICALLY TERMINATE YOUR RENTAL, VOID ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING ADDITIONAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS PROTECTION, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS.**

**It is a violation of this paragraph if:**

**A. You use or permit the van to be used: 1) by anyone other than an authorized driver, as defined in paragraph 4 above; 2) to carry passengers or property for hire; 3) to push anything; 4) to be operated in a test, race or contest; 5) while the driver is under the influence of alcohol and/or a controlled substance; 6) for conduct that could properly be charged as a crime such as a felony or misdemeanor, including the transportation of a controlled substances, contraband or any other instrument or device that is considered unlawful to possess.; 7) carelessly, recklessly or while overloaded; or 9) anywhere in Mexico, Baja California, Death Valley between May 1st and September 30th; or 10) at the Burning Man Festival without prior permission. : or 11) Cooking with propane inside of the van. : or 12) Driving on a dirt road that violates our policy**

**B. You or an additional driver, authorized or not: 1) fail to report any damage to or loss of the van when it occurs, or when you learn of it but, barring physical incapacity, in no event delayed more than 24 hours; 2) fail to promptly provide us with a written accident/ incident report or fail to cooperate fully with our investigation; 3) obtained the van through fraud**

**or misrepresentation; 4) the van unattended for any duration of time while the vehicle engine is operating, or leave the keys or key-fob(s) in the vehicle, or lock all windows, doors and the trunk, and the van is stolen or vandalized. 5) Return the van after hours and the van is damaged, stolen or vandalized or otherwise failed to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices.**

**C. Driving or operating this van 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 shall be deemed a breach of this contract.**

**D. Driving or operating this van on any unimproved or unmaintained road, rail, or track or in any off-road areas including but not limited to dunes, salt plains, beaches, riverbeds, logging roads, forest trails, dirt trails etc. Travel on Forest Service and BLM roads are limited to those roads shown on an authorized and up to date travel map and considered acceptable for passenger vehicles. Any and all damage as a result of traveling on dirt roads is the responsibility of the renter. Conditions of dirt roads may change at any time and it is the responsibility of renter to ensure no damage is done during the rental period.**

## **11. Roadside Assistance**

Depending on the nature of the incident you may be assessed a service charge. Wandervans offers Roadside Assistance which provides assistance at no charge in addition to the daily fee for: lost keys, lockouts, flat tire service, towing, jump starts, and emergency fuel delivery (up to 3 gallons). Wandervans Roadside Assistance is optional and available at select locations for an additional fee. Roadside Assistance is available at all participating Wandervans locations. Coverage is void if the situation requiring Roadside Assistance was caused by the authorized driver's violation of the rental agreement. In such a case, emergency road hazard assistance will be delivered, but standard charges for services such as lost keys, fuel delivery, etc. may apply. The daily service charge for Roadside Assistance is subject to change.

## **12. Insurance**

You understand that your insurance will be held liable for any and all damage to the Van, if you are unable to provide insurance you may request for us to provide insurance. You understand that our insurance rate can vary and requires you to still be responsible for a deductible. On any rental for which you have chosen to use Wandervans insurance, you'll pay the applicable additional daily insurance fee in effect at the time of rental for each full or partial day that the van is rented to you. In that case if the van is used and operated in accordance with this agreement, we assume responsibility for the loss of or damage to the van except, a deductible, if the renter is under the influence of any drugs including alcohol, for lost, damaged or stolen keys or remote entry devices and except for your amount of "responsibility", if any, specified on the rental document at the time of rental. You understand that we have the right to change the insurance fee from time to time; and that you can be informed of the insurance fee that will apply at the time of your rental by requesting this information from the reservation agent, or checking the Wandervans web site at the time you reserve.

You agree to allow Wandervans LLC to contact your insurance company to verify information and allow Wandervans to be added as a covered party to my insurance.

If you have not purchased insurance with Wandervans then you agree to allow Wandervans LLC to contact my insurance company to verify information and allow Wandervans to be added as a covered party to my insurance. In the event of an accident or damage to the van you agree that my insurance, unless insurance has been purchased, shall cover all expenses and loss of income, if those expenses are not covered then you will be personally responsible to compensate Wandervans for any and all damage.

You understand that you will cover all legal fees associated with any damage. You agree that if the vehicle is detained for illegal use that you will be responsible for any charges incurred in restoring the vehicle, and any loss of income incurred by the Wandervans.

You declare that the information in this proposal is to the best of my knowledge and belief correct and complete in every detail and that no information has been withheld which might influence the acceptance of this proposal which with this declaration shall form the basis of the contract of insurance. If you have agreed to purchase insurance through Wandervans then you agree to all insurance terms listed on the insurance providers website at [Outdoorsy.com](http://Outdoorsy.com). Furthermore you understand that the insurance purchased from Wandervans has a deductible that may change, but is currently around \$1500 per incident. If you have not purchased insurance with Wandervans you agree to cover all deductibles required by my insurance.

#### **14. Damage to/Loss of the Van**

**If you do not accept Wandervans Insurance, or if the van is lost or damaged as a direct or indirect result of a violation of paragraph 10, you are responsible; and you will pay us for all loss of or damage to the van regardless of cause, or who, or what caused it. If the van is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the van in its damaged condition, you will pay the difference between the van's retail fair market value before it was damaged and the sale proceeds.**

Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires and antenna, as part of your rental charges at the time of return. If the van is stolen and not recovered you will pay us the van's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the van, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, you will provide us with the name of the insurer and policy number, or if the insurance is provided by your card issuer, its insurer. You authorize us to process any or all of our Incidental Loss to your card at or after the completion of your rental. You also authorize us to collect any or all of our loss from any third party that is responsible for it. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. If the law of a jurisdiction covering

this rental requires conditions on insurance that are different than the terms of this agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the van repaired without our express prior written consent. If you repair or have the van repaired without our consent, you will pay the estimated cost to restore the van to the condition it was in prior to your rental. If we authorize you to have the van repaired, we will reimburse you for those repairs only if you give us the repair receipt.

### **15. Commercial Purposes**

You understand that the vehicle is not to be used for commercial purposes. you agree that if the vehicle is detained for illegal use that you will be responsible for any charges incurred in restoring the vehicle, and any loss of income incurred by the rental company.

### **16. Cancellation Terms**

If the confirmed campervan reservation is canceled 30 days before your rental then you will receive a full refund. Within 30 days of your rental you will be responsible for the deposit. Within 20 days of your rental you will be responsible for the full balance of the rental.

### **17. Indemnification and Waiver**

You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the van by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. You waive any claim against us for incidental, special or consequential damages in connection with the rental.

### **18. Unauthorized Drive Declaration**

Any vehicle rented under this agreement may only be driven by authorized drivers, who have been approved. I understand that should I breach these terms an additional rental charge will be levied. (This extra charge will not offer any insurance cover, and the hirer & driver will remain responsible for any losses incurred by the Wandervans or any third party)

### **19. Dirt Road Driving**

Dirt Road Driving is only allowed on those roads suitable for a passenger car. This determination is the responsibility of the renter. Regardless of the type or condition of the dirt road a renter shall accept full responsibility for any and all damages to the vehicle the instant the vehicle leaves a paved road. The renter is responsible for all costs associated with retrieval of a stuck vehicle and any and all repairs as a result of traveling on a dirt road. Any type of road side assistance purchased shall not extend coverage onto a dirt road. Any and all mechanical issues that occur on a dirt road are the full responsibility of the renter. Driving on salt flats, playas, or at

the burning man event are considered dirt road driving and all of these activities will result in the renter accepting full responsibility.

## **20. Liability Statement**

a.) I hereby acknowledge that during the rental agreement I shall be liable for the vehicle.

b.) I hereby agree to rent the above van on the terms & conditions set out herein & below and confirm that if payment hereunder is to be made by credit or charge card my signature below shall constitute authority to debit my nominated credit or charge card company with the total due amount plus any administration charges, extensions or additional charges resulting from this rental.

c.) Wandervans is not liable for any and all injuries caused by the inside or outside contents of the van during the rental period. Any injury and the resulting medical costs will be covered by the renter. If any dispute arises it will be handled with arbitration with all legal fees covered by the renter.

d) I hereby release, waive, discharge, and agree not to sue Wandervans LLC and its owners, shareholders, employees, agents, affiliates, insurers (collectively "Releasees") from any and liability to myself and my personal representatives, heirs, or assigns for any injure, loss, damage, claim or demand related to my use of any equipment and vans made available for rental by Wandervans LLC. The Released claims include, but are not limited to, any type of loss, damage, claim or demand for Personal Injury, Property Damage, death, or other losses arising out of or relating to my van rental and equipment provided from Wandervans LLC. I agree to release and waive the Released Claims even if caused by the Releasees' negligence.

e) I hereby acknowledge that during the rental agreement I shall be liable for the vehicle and accept full responsibility.

f) I hereby agree to rent the above van on the terms & conditions set out herein & in original invoice and confirm that if payment hereunder is to be made by credit or charge card my signature below shall constitute authority to debit my nominated credit or charge card company with the total due amount plus any administration charges, extensions or additional charges resulting from this rental. I will be liable for all legal fees to recover costs.

g) I hereby release, waive, discharge, and agree not to sue Wandervans LLC and its owners, shareholders, employees, agents, insurers (collectively "Releasees") from any and all liability to myself and my personal representatives, heirs, or assigns for any injury, loss, damage, claim or demand related to my use of any equipment and vans made available for rental by Wandervans LLC. The Released claims include, but are not limited to, any type of loss, damage, claim or demand for Personal Injury, Property Damage, death, or other losses arising out of or relating to my van rental and equipment provided from Wandervans LLC. I agree to release and waive the Released Claims even if caused by the Releasees' negligence and cover all legal fees.



h) I hereby acknowledge that if I put the wrong fuel into the van I will be subject to a fee of **\$13,000.00.**

i) I agree to defend and indemnify the Releasees from any and all claims, lawsuits, losses, liabilities, damages, and costs asserted against the Releasees, or that the Releasees may incur arising out of or related to my rental of equipment and vans from Wandervans LLC, whether caused by me, the negligence of the Releasees, or otherwise.

g) By accepting these terms, I intend that the Releasees are to be held harmless for any injury or damages caused by ANY negligent OR willful conduct. I assume full risk and responsibility for ANY bodily injury, property damage, and debt arising out of or relating to my rental of equipment and vans from Wandervans LLC. I agree to pay the retail price for any Wandervans LLC product that is damaged, lost, or stolen while in my possession or care. I agree that attorney fees and legal costs shall be awarded to Releasees if any such fees and costs are incurred arising out of this Release.

I agree to defend and indemnify the Releasees from any and all claims, lawsuits, losses, liabilities, damages, and costs asserted against the Releasees, or that the Releasees may incur arising out of or related to my rental of equipment and vans from Wandervans LLC, whether caused by me, the negligence of the Releasees, or otherwise.

By accepting these terms I intend that the Releasees are to be held harmless for any injury or damages caused by ANY negligent OR willful conduct. I assume full risk and responsibility for ANY bodily injury, property damage, and debt arising out of or relating to my rental of equipment and vans from Wandervans LLC. I agree to pay the retail price for any Wandervans LLC product that is damaged, lost, or stolen while in my possession or care. I agree that attorney fees and legal costs shall be awarded to Releasees if any such fees and costs are incurred arising out of this Release.

Rental Terms for all rentals:

**I declare to return all add-ons in the condition received and pay any damages.**

**I declare to return all screens as received and agree to the replacement cost of \$150.**

**Pets are only allowed in the vans if a pet fee has been paid. If pet hair is found a fee of \$500.**

**Any windshield chips or cracks that spread within 48 hours of return are subject to a fee of \$550.**

**Any windshield chips not noted by Wandervans before departure will be billed at a cost of \$80/per**

**I declare agreement to all Wandervans Terms and Conditions listed on the website.**

**I agree to cover all damage that is not previously recorded on the damage photos provided.**

**Any vehicle rented under this agreement may only be driven by authorized drivers.**

**All campervans include 125 miles/day. Additional miles \$0.35/mile.**

**Vans must be returned with the same fuel level at departure. Fuel will be billed at 1.5x cost.**

**A Signature of this document binds you to all terms listed in this document.**

## United States

A. While we comply with the requirements of the financial responsibility laws applicable to vehicle owners, in California and Texas, this Agreement does not afford you, or any other driver, any insurance or protection against liability in those two states. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where the law extends this protection to a non-permitted driver, the same limits will apply. When other insurance is available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way, and except where required by law to be primary, any protection provided by us will be secondary to, not excess over, any applicable insurance available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way. If there is no other insurance available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way, and we are not required by law to be primary, any protection provided by us is still only provided on a secondary basis. Otherwise, any such protection will be provided by us according to the terms, and subject to all of the conditions, of a standard automobile liability insurance policy issued in the jurisdiction in which the accident occurs, including all requirements as to notice and cooperation on your part, which are hereby made a part of this Agreement. If this protection is extended by operation of law to anyone not permitted by this Agreement to drive the van, or to any person or instance where coverage is not intended to be afforded by this Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply. You agree that we can provide coverage under a certificate of self-insurance or an insurance policy, or both, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand that unless required by applicable law, we will not provide (a) coverage for fines, penalties, punitive or exemplary damages; (b) coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family; (c) defense against any claim, unless we are required to provide primary protection but in such event not after the applicable limits of protection that we furnish are tendered; (d) supplementary no fault, noncompulsory uninsured or underinsured motorist coverage, and any other optional or reject able coverage. Where any of these coverages are required or implied by law, the limits will be the minimum required under the applicable statute. There is no coverage in Mexico, and the van may not be taken into Mexico under any circumstances unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

B. You also agree to indemnify us, our parent and affiliated companies for any loss, liability or expense arising out of the use of the van that exceeds the limits of liability protection provided above, or which results from any unauthorized use or prohibited operation of the van. You waive any claim against us for incidental, special or consequential damages in connection with the rental. Where the law extends protection to a person or instance where no coverage is intended to be afforded by this Agreement, anyone so protected will be responsible to indemnify us for all amounts that we are thus required to pay.

C. Where and to the extent permitted by law, you and we are rejecting uninsured or underinsured motorist and all optional or reject able automobile insurance coverages for all rentals; and under any policy of insurance or certificate of self-insurance in connection with this Agreement, for

you and all other passengers in the van. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a van for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or insufficient insurance to pay for losses and damages.

D. The owner does not extend any of its motor vehicle financial responsibility or provide public liability insurance to the renter, authorized driver or any other driver.

E. You agree and give us the right to conduct an insurance check on you and/or driver for the sole purposes of determining other insurance in the jurisdictions allowed by law.

## **UNITED STATES**

The following are the summaries only of these optional coverages and are subject to all of the terms, conditions, limitations and exceptions of the applicable insurance policies and this Agreement.

### **Exclusions**

All exclusions are set forth in the policy. These include violating the “Prohibited Use of the Van” section, of these Terms and Conditions; and coverage excluded under paragraph 18.A. of these Terms and Conditions heretofore stated. Coverage does not apply in Mexico.

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURES**

From time to time, Wandervans LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the Wandervans system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by signing this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the Wandervans system during and immediately after the signing session and, if you elect to create a Wandervans account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$1 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures

only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the Wandervans system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the Wandervans system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Wandervans LLC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

Email [reservations@wandervans.com](mailto:reservations@wandervans.com)

**To advise Wandervans LLC of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [reservations@wandervans.com](mailto:reservations@wandervans.com) and in the body of such a request you must state: your previous email address, your new email address.

**To request paper copies from Wandervans LLC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [reservations@wandervans.com](mailto:reservations@wandervans.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

**To withdraw your consent with Wandervans LLC**

To inform us that you no longer wish to receive future notices and disclosures in electronic

format you may:

1. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
2. send us an email to [reservations@wandervans.com](mailto:reservations@wandervans.com) and in the body of such a request you must state your email, full name, mailing address, and telephone number.

### **Required hardware and software**

The minimum system requirements for using the Wandervans system may change over time.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then by accepting our terms and conditions and signing this document, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wandervans LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wandervans LLC during the course of your relationship with Wandervans LLC.