

## **RENTAL AGREEMENT TERMS AND CONDITIONS (“TERMS & CONDITIONS”)**

**1. Definitions.** **“Agreement”** means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. **“You”** or **“your”** means the person identified as the 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 renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. **“We”**, **“our”** or **“us”** means Native Campervans LLC. **“Authorized Driver”** means the renter and any additional driver listed by us on this Agreement provided that each such person has a valid driver’s license to drive the Motorized Vehicle or the towing vehicle with the Non-Motorized Vehicle in tow (in the case of a non-motorized Vehicle rental) and is at least 21 years of age. Only Authorized Drivers are permitted to drive the Vehicle. **“Motorized Vehicle”** means the motorized 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; **“Non-Motorized Vehicle”** means the non-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; **“Vehicle”** means either (a) the Motorized Vehicle or (b) the Non-Motorized Vehicle, as the case may be. **The Vehicle may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** **“Loss of Use”** mean the loss of our ability to use the vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, 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 that are incurred under this Agreement. **“Rental Period”** means the period between the time you take possession of the vehicle until the Vehicle is either returned to or recovered by us and check in by us. **“Vehicle License Fee,” “Vehicle Licensing,” “Vehicle License Prop Tax,” “Vehicle License Cost Recovery Fee,” or “Motor Vehicle Tax”** 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 the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. **We make no warranties, express, implied, or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warrant that the Vehicle or Optional Equipment is fit for a particular purpose. For any Non-Motorized Vehicle rental, you represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Non-Motorized Vehicle; any load will be properly loaded and placed for safe operation of the Non-Motorized Vehicle; and you will ensure that when towing the Non-Motorized Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.**

**3. Condition and Return of Vehicle.** The Rental Period commences when you receive the keys. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If you return the Vehicle late, you may be charged a late return fee. You must empty waste tanks. If you wish to extend the Rental Period, you must contact us by email or telephone and we will extend your Rental Period, subject to availability. Note that the Rental Period will not be deemed to be extended, and the Vehicle will not be insured, until you receive written confirmation from us. If the Vehicle is returned after closing hours, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented.

**4. Responsibility for Damage or Loss; Reporting to Police.** Unless you purchase Collision Damage Waiver, 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 responsibility 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)** Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; **(c)** an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200; over \$2500 damage=\$250 fee; **(d)** towing, storage, and impound charges and other reasonable incidental and consequential damages; and **(e)** 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.**

**Motorized Vehicle:** The following uses of the Motorized Vehicle are prohibited and are material breaches of this Agreement. The Motorized Vehicle shall not be used: **(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 a prescription or non-prescription drug or alcohol; **(c)** by anyone who obtained the Motorized 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 Motorized Vehicle; **(d)** in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); **(e)** to carry persons or property for hire; **(f)** to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Motorized Vehicle without written consent from us; **(g)** in any race, speed test or contest; **(h)** to carry dangerous or hazardous items or illegal material; **(i)** outside the United States or Canada, Alaska or the Northern Territories of Canada; **(j)** when loaded beyond its capacity as determined by the manufacturer of the Motorized Vehicle; **(k)** on unpaved surfaces, except at licensed public campgrounds; **(l)** to transport more persons than the Motorized Vehicle has seat belts, or to carry persons outside the passenger compartment; **(m)** to transport children without approved child safety seats as required by law; **(n)** when the odometer has been tampered with or disconnected; **(o)** when the Motorized Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would cause damage to Motorized Vehicle; **(p)** in a manner that causes damage to the Motorized Vehicle due to inadequately secured cargo; **(q)** after an accident with the Motorized Vehicle unless and until you summon the police to the accident scene; **(r)** to transport an animal (other than a service animal or an approved animal after paying the appropriate fee); **(s)** in or through a structure of an underpass, gas station, drive-through, or other object where there is insufficient clearance (width or height); **(t)** by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Motorized Vehicle; or **(u)** in violation of any Motorized Vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental. Sitting, standing or lying on the roof of the Motorized Vehicle and smoking in the Motorized Vehicle also are prohibited.

**Non-Motorized Vehicle:** The following acts or uses of the Non-Motorized Vehicle are prohibited and constitute material breaches of this Agreement: **(a)** Towing the Non-Motorized Vehicle: **(i)** by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction; **(ii)** by anyone under the influence of drugs or alcohol; **(iii)** by anyone who obtained the Non-Motorized Vehicle or extended the rental period by giving us false, fraudulent or misleading information; **(iv)** in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; **(v)** for commercial

**purposes without our written consent; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States or Canada, Alaska or the Northern Territories of Canada; (viii) when loaded beyond the manufacturer's suggested tow rating for the Non-Motorized Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Non-Motorized Vehicle; (xi) in a manner that causes damage to the Non-Motorized Vehicle due to inadequately secured cargo; (xii) with your towing vehicle when your towing vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Non-Motorized Vehicle; (c) Failing to properly secure the vehicle to the towing vehicle; (d) Failing to summon the police to an accident involving the Non-Motorized Vehicle; (e) Damaging the Non-Motorized Vehicle by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal or an approved animal after paying the appropriate fee) in the Non-Motorized Vehicle without our written consent.(g) Sitting, standing or lying on the roof or exterior of the Vehicle; (h) Transporting passengers in or on the vehicle while the Vehicle is being towed; (i) Placing signs or lettering on the outside of the Vehicle; (j) Placing loudspeakers or other sound equipment on the exterior of the Vehicle; (k) Failing to use the Vehicle in compliance with all instructions and warnings provided by us; and (l) Smoking in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE, INCLUDING COLLISION DAMAGE WAIVER (WHERE PERMITTED BY LAW). 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.****

**6. Optional Equipment.** We offer certain Optional Equipment, including navigational systems, kitchens or linen packages, and child safety seats, upon request and subject to availability for your use during the rental 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 rented.** If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instruction before leaving the rental location.

**7. Insurance.** You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. We also provide an insurance policy ("Policy") that provides auto liability coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. PIP, medical payments, no-fault, uninsured or under-insured motorist coverage will be for the minimum limits required by applicable law. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by applicable law. 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. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

**8. Collision Damage Waiver.** You may purchase optional Collision Damage Waiver (CDW) from Native Campervans LLC for an additional fee of \$30/day for a Biggie, \$25/day for a Squad, \$20/day for a Smalls and included in the Basic Coverage option for \$20/day for a Caboose. If you purchase CDW, Native Campervans agrees, subject to the exclusions that invalidate CDW listed below, to contractually waive your financial responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs. **NOTICE: BEFORE DECIDING WHETHER TO PURCHASE**

**THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. YOU ARE ADVISED NOT TO PURCHASE CDW IF YOU HAVE EXISTING CAMPERVAN RENTAL VEHICLE COLLISION COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. EXCLUSIONS:** The CDW does not apply, and you will be responsible for ALL damages, if the damages result from: (a) your breach of Section 5 of this Agreement (Prohibited Uses) (b) your willful and wanton conduct or misconduct; (c) your intoxication by alcohol or use of controlled substances as defined in C.R.S. Section 42-4-1301; (d) use of Vehicle by an unauthorized driver, which includes any person not specifically named as an Additional Authorized Driver(s) in the Agreement (e) you supplying information which is false concerning the rental transaction, use or operation of the Vehicle with the intent to defraud Native Campervans; (f) Vehicle's interior components being stolen or damaged when Vehicle is unlocked or keys are not secured; (g) damage to interior of the Vehicle, except if the direct result of a collision. If any of the exclusions apply, you accept responsibility for damage to, loss or theft of, Vehicle or any part of accessory and you shall pay Native Campervans the full amount necessary to repair Vehicle. You shall not have the Vehicle repaired without prior written permission from Native Campervans. If Vehicle is stolen and not recovered or Native Campervans determines Vehicle is salvage, you agree to pay Native Campervans the fair market value less any sale proceeds. Damages for which you are also responsible include but are not limited to: (a) Loss of Use, (b) claim administrative fees, (c) diminishment of value, (d) towing, storage or impound fees, and other costs incurred by Native Campervans to recover Vehicle and to establish damage amounts.

**9. Charges and Costs.** We will provide you with a quoted total at the time of your booking based on the information you provided in your booking request. Optional coverages, services, products, special equipment and one-way trips are subject to additional charges and taxes that may not be reflected in the initial quoted total. **We will charge a deposit of \$300 at the time of your booking to confirm your booking.** Your total rental rate is calculated based on the information provided at the time of reservation and you agree to pay, prior to commencement of the Rental Period, the full amount of Charges including: (a) base rental rate for the Rental Period; (b) any applicable charges for Additional Drivers; and (c) optional products and services you purchased. We may also authorize funds on your **credit/debit** card for a security deposit. Upon completion of the Rental Period, **you authorize us to charge your credit/debit card for any additional charges incurred during the Rental Period** including: (a) the base rental rate for any additional days, if the Rental Period was extended; (b) excess mileage fee if applicable; (c) charges for Additional Drivers added during the Rental Period; (d) optional products and services added during the Rental Period; (e) fuel, if you return the Vehicle with less fuel than at the start of the Rental Period; (f) applicable taxes and surcharges; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) any reasonable administrative costs incurred by us in connection with sections (a) to (h); (i) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (j) a reasonable fee not to exceed \$300 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence that smoking has occurred in the Vehicle; (k) a fee of up to \$265 if you lose the keys to the Vehicle; (l) any costs incurred by us for repairing damage to the Vehicle caused by you using the incorrect fuel (m) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) **after the due-in date**, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; (n) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and (o) dumping fee of \$50 if the Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle. **All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

**10. Your Property and Overnight Parking.** You release us, our agents and employees from all claims for loss of, or damage to, your 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, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. We may allow you to park your personal vehicle at premises owned or leased by Native Campervans LLC during the Rental Period, provided that **you assume full responsibility for any risks of loss, property damage, financial loss or personal injury** that may be sustained by you, your vehicle and any of your vehicle’s contents as a result of parking your vehicle at Native Campervan’s premises and you acknowledge and agree that Native Campervans will have no liability for any of the foregoing.

**11. Responsibility for Tolls, Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly all tolls (“Tolls”, “Toll”) 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 charging authorities that we may be responsible for payment of a Toll, you will pay us or a processing firm (“Processor”) of our choosing an administrative fee of up to \$5 per day plus the cash rate of tolls incurred that day for each such notification. If we are notified by charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm (“Processor”) of our choosing an administrative fee of up to \$25 plus the cash rate of Violation incurred for each such notification. You authorize us to release your rental and payment card information to a Processor 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, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable.

**13. Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Vehicle.

**14. Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you 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. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

**By signing below, you: (1) agree to the terms and conditions of this Agreement as set forth on the Face Page, in the Booking Terms and Conditions, and any other document that you sign; (2) acknowledge that you had an opportunity to read the entire Agreement before signing; (3) authorize us to process a separate credit/debit card in your name or all Charges, including Tolls and Violations; and (4) authorize us to release your billing/rental information to third parties for billing/processing purposes. All Charges are subject to final audit.**

Signature of Hirer (1). .....  
You should not sign this unless you are sure you understand its effect

Signature of Hirer (2). .....

You should not sign this unless you are sure you understand its effect