Rocky Mountain Campervans (RMCV) Rental Policies

Travel & Road Restrictions

Travel to Canada, Mexico, the Black Rock Desert, NV (Burning Man Festival), the entirety of U-143 Brian Head Scenic Byway and Hole-in-the-Rock Roads in Utah are not allowed at any time. Travel into Death Valley is not allowed May through September. If you take a camper to Burning Man Festival you will forfeit your \$1,000 security deposit in full and you agree to purchase the vehicle at the fair market value prior to your trip, due to the potential for future deterioration of the vehicle and its systems from playa dust.

Please contact RMCV to get permission for drives longer than 6 hours/day for a Eurovan or 4 hours in a Vanagon.

Unimproved roads, high clearance, closed roads, trails, off road/4x4 trails and tracks are not permitted at any time.

Driving on any road, like Pike's Peak, that requires downshifting for descent is not allowed due to steep grade.

Maintained and well-graded unpaved state and federal forest roads are permitted when roads are in good condition and passable by non-4wd/regular passenger vehicles.. The lessor is liable for any major paint, tire, window or other damage when driving on such roads.

Lessee will be liable for all towing and repair costs due to breakdowns in any restricted areas; driving the vehicle more than is allowed in one day; or bad judgment. The security deposit may be forfeited, and the lessee will not be reimbursed for the remainder of the rental contract. If a breakdown requires towing by a 4x4 vehicle or extraction vehicle, it will be automatically determined that the camper was taken into an unpermitted area/road and the lessor will be responsible for 100 percent of the associated towing costs as well as any mechanical/physical damage to the vehicle caused by driving on such roads, as well as a service to the shocks, struts and alignment.

Drivers

All drivers must possess a drivers license (valid for the entire rental period) and be present at time of vehicle pickup. An international drivers license is recommended for foreign tourists and may be required if you will be purchasing insurance collision coverage.

All drivers must be at least 21 years old. Renters aged 21-24 are subject to additional verification requirements for insurance purposes. Only drivers listed on the Rental Contract are authorized to drive.

Reservation Deposit & Payment

A deposit of \$250 U.S.D. is required to secure a booking as well as any one way fees in full. The receipt of this deposit does not imply acceptance by the Lessor of the booking. Only when the booking has been confirmed by the Lessor is the deposit accepted, as the first installment of the total payable.

50% of rental fees are due 30 days in advance of pickup and will be automatically charged to the method of payment on file.

Full payment is due on day of vehicle pickup, i.e., balance of rental fees and \$1000 security deposit. All fees are payable in U.S. Dollars by cash, Cashier's Check, Travelers Check, MasterCard, Visa, American Express or Discover Card.

THERE WILL BE NO REFUND FOR LATE PICKUP OR EARLY RETURN

Security Deposit

A \$1000 security deposit is required at time of vehicle pick up. Security deposits are held subject to the terms and conditions of this Rental Contract and are fully refundable less any damage, loss of equipment, excess cleaning, tolls, fines, refueling, excess mileage and any outstanding fees.

Taxes & Fees

All rentals departing from Colorado are subject to a \$2 per contact day Colorado Rental Car fee (Colorado Road Safety Program) and a 3% city sales tax. Rentals departing from Las Vegas are not subject to additional taxes at this time.

There are no fees for additional drivers.

Cancellations & Changes

All cancellations must be in writing.

60+ days prior to your reservation: cancellation fee is \$50

31-60 days prior to your reservation: cancellation fee is \$250

8-30 days prior to your reservation: cancellation fee is 50% of your total rental fees or \$250, whichever is greater. Cancellation of any nights are subject to 50% of the nightly rate for each cancelled night or \$250, whichever is greater.

0-7 days prior to your reservation: RMCV will charge 100% of your rental fees to the payment method on file in the case of a 'no show' or cancellation.

Reservations can be extended at any time for no fee, subject to availability.

In addition to the above policies, one way fees are paid for at the time of booking and non-refundable.

Insurance Renters Age 25+:

Provide your own coverage* (age 25+): US and Canadian residents with full auto insurance coverage that covers rentals (liability, comprehensive and collision) or International renters with travel auto policy coverage. Please check your coverage with your insurance provider prior to booking. You will need to provide us your insurance information or travel policy information prior to your rental.***We do NOT accept insurance coverage from Progressive without a binder for your rental. Please inquire for requirements.

Purchase Coverage (age 25+): Minimum statutory liability coverage in the states in which you will be driving. Property protection damage up \$75,000. Deductible varies from \$500-2000 with vehicle value. A driver's license check will be done to verify coverage at no cost to the renter. International renters may need to have an international driver's license to qualify for collision coverage. Most countries are only required to submit copies of a driver's license and a passport.

Additional Coverages Available:

\$1,000,000 Supplemental Liability Coverage (SLI**) is available to purchase for all renters aged 25+. SLI is excess liability insurance that protects you and any authorized driver, as defined in the rental agreement, against third party automobile claims for bodily injury and property damage caused during permitted use of the rental vehicle. SLI Provides you with the following benefits: When you accept SLI, the policy may provide you with excess coverage for the difference between the minimum statutory liability coverage in the states in which you will be driving and \$1,000,000.

*Additional documentation may be required upon request. Insurance provided by credit card companies is generally not valid as they do not cover vans.

Insurance Renters Age 21-24:

Provide your own coverage: Renter must provide their own full coverage insurance* - US and Canadian residents with full auto insurance coverage that covers rentals (liability, comprehensive and collision) or International renters with travel auto policy coverage. Please check your coverage with your insurance provider prior to booking. You will need to provide us your insurance information or travel policy information prior to your rental.

High Risk Rental Fee: No collision or comprehensive coverage is included. You assume liability for any and all claims. Rocky Mountain Campervans LLC will provide the minimum statutory liability coverage in the states in which you will be driving. No collision or comprehensive coverage is included. Subject to approval by RMCV.

*Additional documentation may be required upon request. Insurance provided by credit card companies is generally not valid as they do not cover vans.

Accidents

In the event of an accident you must call RMCV as soon as it is safe to do.

You must get the driver's license and insurance information of everyone involved. If there is an injury or the vehicle is not drivable you will have to call local authorities to file a report.

If you have an accident you are responsible for your accommodation expenses. We will work very hard to help you get back to your vacation as soon as possible.

RMCV is not liable for accidents caused by adverse weather or wildlife.

Mechanical Problems

In the event of an issue or if you suspect an issue you must contact us immediately.

Failure to contact us, and to either keep driving, or attempt to fix the vehicle yourself without our approval, or ignoring our instructions to have the vehicle assessed may result in loss of security deposit and will void any rights to a refund.

RMCV will cover any towing, parts, or labor needed to get you back on the road. RMCV may refund a portion of your rental fees in the event of a lengthy repair. RMCV's liability is limited to refunding your rental fees for the remainder of your rental contract with us.

In the event that RMCV cannot get you back on the road in a timely manner RMCV will get you a replacement vehicle if one is available. The replacement vehicle may not be the exact same type of vehicle that you started with. RMCV policy is to keep some vehicles off schedule for standard maintenance and to serve as backups.

If it will require more than 24 hrs to repair or replace your vehicle after being assessed by an approved technician, you will have the option to cancel the remainder of your rental contract for a refund of any time out of the vehicle through the end of the rental contract. At that point the lessee will need to make arrangements for the remainder of their trip at their own expense.

Vehicle pick up and return

Vehicle pick up & return is by the applicant only and is by appointment.

A rental day is defined as a 24-hour period. If you pick up your van at 3pm on your first rental day, then it is due back at 3pm on your last rental day.

Returns returned less than 1 hour late will be charged an additional half night.

Returns returned more than 1 hour late will be charged an additional full night.

Returns more than 3 hours late will be subject to additional late fees at a rate of \$100/hour.

One Way Rentals

One-way rentals are possible for an additional fee that is dependent upon the vehicle drop off / pick up locations. One-way fees are non-refundable at time of booking.

One-way pick ups or drop offs will be at the local airport.

Pets

Pets are welcome with prior approval. A \$50 per pet per rental fee is required (max 2). If there is evidence of an unauthorized pet within the vehicle a minimum fee of \$200 will be assessed.

Smoking

All of our vehicles are non-smoking. If there is any evidence of smoking within the vehicle a minimum cleaning fee of \$500 will be assessed.

Pop Top

If upon the return of your vehicle the mattress is not stowed properly, or the pop top is not latched properly as clearly demonstrated in the orientation you will be assessed a \$15/night fee for each night of your rental contract.

Fuel

The fuel tank must be returned at the same level as it was at departure. Vans returned with less fuel than at your departure will be charged a refueling fee of \$9.00/gallon and deducted from your security deposit.

Always re-fill VW campervans with 'PREMIUM' grade fuel. Promasters and Solises can take unleaded grade fuel.

TRAFFIC/CAMPSITE INFRINGEMENTS

Lessee is responsible for all speeding or parking fines, traffic infringements, road toll fines or unpaid camping fees/fines and associated fees during rental term.

WINDSHIEKD & TIRE DAMAGE

Windshield damage is the responsibility of the lessee.

Damage to tires/wheels and the cost of puncture repairs is the responsibility of the lessee. Any associated costs, including replacement of additional tires, is the responsibility of the lessee.

Mileage Overage

130 miles are included/night in the rental fees. The mileage is averaged over your entire trip. We allow a maximum of double mileage or 260 miles/night averaged over your trip. We do not offer unlimited mileage.

Additional mileage up to 260 miles/night can be purchased by the mile (\$0.39/mile) or by adding double mileage (260 miles/night - \$25/night). As long as your trip does not exceed 260 miles/night you don't have to decide ahead of your trip – the cheapest option for mileage overage will be calculated at your return.

If your trip exceeds 260 miles/night you will be charged \$0.39/mile for every mile over the included 130 miles/night and purchasing double mileage will not be an option.

Cleaning

Please remove all trash, sweep the floor, wipe down the stove and counters, wash dishes and empty your gray-water tank upon return of your van. Failure to do any of these or the need for excessive cleaning will result in additional cleaning/detailing fees. Toilets must be emptied and cleaned prior to return

Fees: Trash Dump Fee - \$35; Grey Water Dump Fee - \$50; Dry Flush/Chemical Toilet Dump Fee - \$75; Toilet Cleaning Fee - \$250

**Rocky Mountain Campervans LLC reserves the right to alter rates and terms without notice. Any additional terms will be disclosed at the time of the rental **

Rental Contract Agreement Terms and Conditions

1.Definitions. 'Agreement' means all terms and conditions found in this form, any addenda and any additional materials you sign or we provide 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 the business named elsewhere in this Agreement. '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 and is at least age 21. Only Authorized Drivers are permitted to drive the Vehicle. 'Vehicle' means the automobile or truck identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. 'Physical Damage' means damage to, or loss of, the Vehicle caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision or upset. 'Loss of use' means the loss of our ability to use the Vehicle for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the Vehicle is damaged or lost until it is replaced or repaired, times the daily rental rate.

- 2. Rental, Indemnity and Warranties. This is a contract for 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 and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
- **3.** Condition and Return of Vehicle. 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 the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must report any low fluids immediately to us.
- **4.Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to, or loss or theft of, the Vehicle, which includes the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, plus loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim, whether or not you are at fault. 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.** In addition to Rental Policies listed above, which you should carefully review, the following uses of the Vehicle are prohibited and are breaches of this Agreement. The 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 any drug or alcohol;
- (c) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Vehicle;
- (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation;
- (e) to carry persons or property for hire;
- (f) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Vehicle;
- (g) in any race, speed test or contest;

- (h) to carry dangerous or hazardous items or illegal material;
- (i) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement;
- (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle;
- (k) on unpaved surfaces, except at licensed public campgrounds and well maintained and graded service roads;
- (l) to transport more persons than the 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 Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle;
- (p) in a manner that causes damage to the Vehicle due to inadequately secured cargo;
- (q) after an accident with the Vehicle unless and until you summon the police to the accident scene;
- (r) to transport any unapproved or undisclosed animals.
- (s) Sitting, standing or lying on the roof of the Vehicle is prohibited.
- **6. Insurance.** You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where State law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Vehicle who are not Authorized Drivers.
- 7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with; (b) optional products and services you purchased; (c) fuel, if you return the Vehicle with less fuel than when rented; (d) applicable taxes; (e) all parking, traffic and toll violations, citations, fines,

penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Vehicle assessed against us or the Vehicle; (f) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due; (h) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (i) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (j) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented.

- 8. Security Deposit. We may use your security deposit to pay all rental charges owed to us under this Agreement. Your liability is not limited by the amount of the Security Deposit. You are responsible for the full amount of all rental charges incurred or damages caused in addition to the Security Deposit.
- **9. Your Property.** 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.
- **10. Breach of Agreement.** The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches 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.
- 11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.
- **12. Waiver.** 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.
- 13. No Consequential, Special, or Punitive Damages as to Rocky Mountain Campervans. 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.
- **14. Severability.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.
- 15. Governing Law, Exclusive Jurisdiction in Colorado and Attorney's Fees.