

TERMS AND CONDITIONS

Last updated: August 20, 2018

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 and any Authorized Driver. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Campervan North America, LLC. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement. "Vehicle" means the automobile or campervan identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. "CDW" means Collision Damage Waiver. "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. "Additional Miles" means any additional mile over the 100 free miles per day averaged over the course of the rental arrangement.
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. As permitted by law, when any terms or conditions of this Agreement are breached, you agree to (1) assume all responsibility and liability for the operation, maintenance and use of the Vehicle, and (2) to indemnify, hold harmless and defend Campervan North America, LLC and its officers, directors, employees, owners and lenders, regardless of fault, for all losses and expenses, including attorneys' fees and costs of litigation using counsel of our choice and against the claims of any passengers of all vehicles involved and their heirs and personal representatives from any claims for personal injury, death or property damage or their loss occasioned during the rental by you 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. Age of Authorized Driver. A valid driver's license is required for each Authorized Driver at the time of pick-up. Only Authorized Drivers are permitted to drive the Vehicle. The Authorized Driver's minimum age for the Two4theRoad, Clanhauer, Treasure Chaser and Bunkhouse is 25. The Authorized Driver's minimum age for the Edelweiss is 21. The Authorized Driver's maximum age for all Vehicles is 79. We reserve the right to waive the above-referenced age restrictions.
4. Vehicle Pick-up. Pick-up time is 2:30 PM to 6 PM on the rental date. Earlier pick up is possible but only at our discretion.
5. Travel Restrictions. Travel is not permitted outside of the United States and Canada. We must be notified at the time of reservation if traveling within Alaska or Canada.
6. Renter Responsibilities While Operating the Vehicle.
 - a. **Gasoline/Diesel, Oil, and Waste Tanks.** The cost of propane, gasoline or diesel, are not included and we do not assume responsibility for estimates of consumption. All Vehicles are delivered with full tanks and you are expected to return the Vehicle with full tanks or you will be charged for the refueling plus a service fee. The service fee shall be US\$30. Grey water and black water tanks not emptied will result in a US\$100 fee per tank.
 - b. **Maintenance.** You are responsible for checking all fluid levels at each refueling as well as reporting mechanical failures immediately. Coolant refills and authorized repairs will be reimbursed upon return of the Vehicle and

presentation of all receipts (see Section 6.c of this Agreement). It is your responsibility to operate the Vehicle in a safe manner and to exercise all caution possible. Also, on Vehicles that require diesel exhaust fluid (“DEF”), we will fill the Vehicle on your departure, but you are responsible for filling it if needed. This is only going to be necessary on very long trips over 5,000 miles. The DEF fluid does not have to be refilled by you upon the Vehicle’s return.

c. ***Mechanical Breakdown.*** Service to the Vehicle or replacement of parts or accessories in excess of US\$50.00 during the rental must have our prior approval. We will research and rectify the situation as quickly as possible. Non-authorized repairs exceeding US\$50.00 will not be reimbursed. Receipts must be presented to us for reimbursement. You will be held responsible for mechanical damage due to negligence in operation and/or maintenance. You are required to cooperate fully with us to remedy any problem. Defects on radio/CD/DVD/GPS, generator, air conditioning, refrigerator, microwave, cruise control, and other equipment are not considered to be mechanical breakdowns and are excluded from refunds.

d. ***Accidents/Theft/Vandalism.*** You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. You must obtain a local police report as provided by the attending police officer investigating the accident. If an accident occurs, a full-written report along with the other party's name, address, phone number, insurance information and driver's license number on the supplied accident report form will be required upon return of the Vehicle. All documents relating to the accident must include a police report number or identifying number. Damage and accident scene pictures should be taken and provided if at all possible. Insurance coverage may be void if the above instructions are not followed.

e. ***Parking/Traffic Violations.*** It is your responsibility to report and pay for all parking/traffic violations and toll fees on the drop-off date. Failing to report these violations or fees at drop-off will cause a charge of an administrative fee of up to US\$30.00 plus the fine or fee (including all late charges) to your credit card.

7. **Return of Vehicle.** You must return the Vehicle to our rental office or other location we specify by 10:30 AM on the date 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. Charges for late Vehicle return or unauthorized extension of the rental period are any applicable rental charges plus US\$100 per hour or US\$800 per day. The regular rental rates apply only with proper authorization from us prior to a rental extension. You are advised to return the Vehicle with the interior cleaned, dishes cleaned, and holding tanks dumped to avoid any additional cleaning or dumping charges. Cleaning charges if the Vehicle is returned unclean shall be determined at our sole discretion. Additional Miles will be charged at US\$0.40 per mile plus local tax (if applicable), unless additional mileage packages are purchased.

8. **Driving Areas; Responsibility for Damage or Loss.** Driving is allowed on all maintained roads, including gravel roads where smooth and well maintained. You are, however, responsible for all damage to, or loss or theft of, the Vehicle, including but not limited to accidents, breakdowns, tank damage, and/or flat tires, 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.

9. **Damage Waiver. THE PURCHASE OF THE COLLISION DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. THE COLLISION DAMAGE WAIVER IS NOT INSURANCE.** You may purchase the CDW for an additional fee. If you purchase the CDW, we agree, subject to the actions that invalidate the CDW listed below, to contractually waive all but \$500 of your damage responsibility for the cost of damage to, loss or theft of, the Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, the CDW does not apply to lost or damaged keys, key fobs, transponders, any optional accessories, or any liability imposed by law. The CDW does not apply to damage occurring outside the United States or Canada. **THE FOLLOWING SHALL INVALIDATE THE CDW:**

- a. if Vehicle is damaged when used or driven: (i) by any person other than an Authorized Driver without our prior written consent; (ii) by any person if there is reasonable evidence the driver was impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription; (iii) by any person committing a felony or otherwise engaged in a criminal act, other than a minor traffic violation; (iv) in a race or speed contest; (v) by anyone who obtained use of the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (vi) to tow or push anything; (vii) while teaching anyone to drive; (viii) under authority of any license to drive that is suspended, revoked, invalid or does not belong to the driver; (ix) to transport persons or property for hire; (x) in a wanton or reckless manner or if Vehicle is deliberately damaged (xi) on road surfaces other than those allowed under Section 8 of this Agreement; (xii) to transport explosives, chemicals, corrosives or other hazardous, dangerous, or illegal material or pollutants of any kind; (xiii) while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (xiv) 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; (xv) by inadequately secured cargo; or
 - b. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
 - c. if the odometer has been tampered with or disconnected; or
 - d. if Vehicle's damage is caused by anyone who sits, lies or stands on the roof of the Vehicle; or
 - e. if you fail or refuse to provide us, the police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fail to cooperate with us, the police, or other authorities in the investigation of any accident or vandalism;
 - f. if Vehicle is stolen and you fail to do any of the following: (1) return the original ignition keys; (2) file a police report within 24 hours after discovering the theft; (3) cooperate fully with us, police and other authorities in all matters connected with the investigation of the theft; or (4) ensure that Vehicle's ignition is turned off at the time Vehicle is stolen; or
 - g. if Vehicle's damage results from your willful, wanton or reckless act or misconduct.
10. **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 personal injury protection, 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.

11. **Payment Terms.** Payment for rental charges and all other charges must be received 30 days prior to departure (the "Payment Date"). The Vehicle will not be released to you without full payment. If payment is not received when due, we reserve the right to cancel the reservation without notice. Acceptable forms of payment are: US currency, personal checks, VISA, and Master Card. Checks must be drawn on a North American bank and payable to Campervan North America. Bank service charges are the responsibility of the paying party. Local taxes are due and payable in addition to the rental and/or purchase price. These taxes vary depending upon the location and may change during the year without prior notice.
12. **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) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll violations, toll fees, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Vehicle assessed against us or the Vehicle; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (h) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due; (i) US\$50, plus US\$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (j) US\$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed US\$350 to clean Vehicle if returned substantially less clean than when rented.
13. **Security Deposit.** We require a security deposit equal to the amount listed on the first page of this Agreement. The security deposit is due on the Payment Date. We may use your deposit to pay all charges and/or fees owed to us under this Agreement. The credit card holder must be present at the time of Vehicle pick-up. Any charges and/or damages may also be charged to the credit card. We have up to seven days to refund the security deposit.
14. **Smoking.** Smoking is prohibited in all Vehicles. You are responsible for all charges acquired to return the Vehicle to its normal, odorless condition with a minimum charge incurred of US\$250.
15. **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.
16. **Breach of Agreement.** The acts listed in paragraph 9, 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.
17. **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 on or before the drop-off 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.
18. **Booking Changes.** Booking changes will not be allowed 45 days prior to the rental date.

19. Vehicle Substitution. If for any reason the booked Vehicle should not be available, we reserve the right to substitute a higher-priced Vehicle at no additional cost. If this is not possible and we must place you in a lower-priced Vehicle, the price of the lower-priced Vehicle goes into effect and you have the right to get a full refund.
20. Refunds. Refunds will not be given in the following instances: (a) the Vehicle is returned prior to the contracted drop-off date, (b) prepaid miles are unused, or (c) you arrive late or fail to pick up the Vehicle.
21. Pets. Pets are allowed in our Vehicles but you will incur an additional cleaning fee. The additional cleaning fee is US\$90 for the Two4theRoad, Clanhauler, TreasureChaser and Bunkhouse, and US\$45 for the Edelweiss.
22. Shuttle Service and Transportation. We do not provide airport pickup. Time permitting, we will provide shuttles to designated hotels and return transportation to a designated hotel or the nearest airport. Transportation arrangements must be made 48 hours in advance.
23. Winterization. Vehicles may be winterized between November 1st and March 31st (this period may be longer depending upon the location and weather conditions). It is not possible to use the water and waste systems during this time or when outside temperatures are below 32°F (0°C).
24. Miscellaneous. 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. 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.
25. Cancellations:

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| 0-14 calendar days prior to rental date: | -- 100% of the nightly rental charge plus any applicable one-way fee -- |
| 15 to 29 calendar days prior to rental date: | 50% of the nightly rental charge plus any applicable one-way fee |
| 30 to 59 calendar days prior to rental date: | -- 20% of the nightly rental charge plus any applicable one-way fee -- |
| 60 calendar days or more prior to rental date: | -- US\$85.00 plus any applicable one-way fee -- |