



Passenger Vehicle Rental Contract

Renter (Authorized Driver):

Confirmation#:

Name

DOB

1.

Additional Authorized Drivers:

2.

3.

4.

Optional:

WINDSHIELD WAIVER:

Customer is responsible for any windshield damage. Accepting the lessor's WINDSHIELD WAIVER at \$10.00 per day relieves the customer of this responsibility.

_____ By initialing, customer ACCEPTS

_____ By initialing, customer DECLINES

Lessee accepts responsibility for the care and safe operation of the vehicle, and acknowledges receiving a copy of the above information and accepts the terms and conditions. Your automobile insurance is considered the primary insurer. It is your responsibility to ensure coverage under your policy.

LIABILITY: Lessee agrees to pay lessor for any damages caused to the vehicle while in lessee's possession. Negligent damage is not covered under insurance. Lessee will be wholly responsible for cost of repairs and vehicle down time. Lessee is responsible for safe and responsible use of the vehicle.

ADDITIONAL COSTS: Lessee authorizes ABC Motorhome Rentals, Inc. to charge lessee's credit card on file for all additional costs, including but not limited to: unpaid rental fees that may occur during rental period; damage to the vehicle; penalty charges or unpaid fees such as for traffic, toll or parking violations that may incur during the rental period.

I have read and agree that all members of my party will abide by all terms and conditions, and we will return the vehicle to ABC Motorhome Rentals, Inc. on or before the return date and in the same condition as received.

BY SIGNING below, you acknowledge that you have been given an opportunity to read the terms of this agreement, including all previously received correspondence, before being asked to sign. Your signature permits us to process a credit card voucher in your name for all rental charges due under this agreement.

SIGNATURE: _____ **DATE:** _____

Terms and Conditions

REQUIRED INSURANCE INFORMATION: Customer agrees to maintain automobile insurance during the turn of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: a. Bodily injury and property damage liability coverage; b. Personal injury protection, no-fault, or similar coverage where required; c. Uninsured/underinsured coverage where required, and d. Comprehensive and collision damage coverage extending to the rental vehicle. Customer insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **Because the customer is providing automobile insurance, we are not.** In states where the law requires us to provide insurance we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. **The customer's insurance will be primary.** Any insurance we are required to provide applies to claims of bodily injury and property damage only and is secondary to any other valid and collectable insurance whether it is primary, secondary, excess, or contingent. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States, and Canada. Customer must obtain written permission, and purchase special liability insurance to use or operate the rental vehicle in Mexico. Where permitted by law, customer rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. Any breach of this agreement will void any insurance coverage.

Prohibited Uses of Vehicles: Vehicles will not be used or operated by anyone: a) who is under 25 years of age. b) Who is not listed as an additional driver on the reverse side of this rental agreement to drive. c) To carry persons for hire. d) In any race, test or similar type contest. e) In a careless or negligent manner, drive under the influence of alcohol or narcotics. f) For any illegal purpose or commission of a crime. g) If vehicle is obtained from Rentor by fraud or misrepresentation. h) Who loads vehicle beyond its rated capacity. i) Who allows more passengers than the vehicle has seat belts for or is designed to carry. j) To take vehicle to MEXICO.

PROHIBITED USE OF THE VEHICLE VIOLATES THIS RENTAL AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES RENTEE RESPONSIBLE FOR ALL LOSS OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO RENTOR'S EXPENSES, INCLUDING LOSS OF USE.

DAMAGE DEPOSIT: A damage deposit of \$500 on a major credit card is required on all rentals at the time of pick up. These charges will be run and will be refunded within 7 business days after the rental is complete. Any damage costs will be deducted from deposits as well as any penalties, if applicable.

FINES AND FEES: 1) Gas not filled all the way - \$100 plus the cost of the fuel. 2) Parking violations and / traffic tickets - \$100 fine plus the cost of the ticket. 3) Smoke smell, fish smell, pet odor/hair - \$500 each offense. 4) Excessive dirtiness - \$150 fine. 5) Late return - \$25 per hour or \$250 after 2 hours. 6) Windshield chip or crack - \$500 replacement

GRAVEL ROADS: Lessee agrees that travel on gravel roads is at lessee's own risk. If lessee travels on a gravel road, lessee understands that the insurance on the vehicle will not cover damage due to road conditions. Any expenses incurred are the sole responsibility of lessee. This includes, but is not limited to broken windshields; tire failure; excessive tire wear; undercarriage damage due to poor road conditions. Lessee will also be responsible for towing if mechanical or other failure occurs on gravel roads. In other words, you are on your own if you choose to travel on a gravel road and there will be no compensation for down time.

CANCELLATION POLICY: If cancelled up to 30 days prior to rental date – full refund given. If cancelled less than 30 days prior of rental date – \$118 held on a letter of credit, all else refunded. Letters of credit are good for one year.

AVAILABILITY: If, for reasons beyond our control, reserved vehicles are not available, ABC Motorhomes reserves the right to substitute a vehicle of equal value at no additional cost or refund all payments without further liability.

INTERNATIONAL TRAVELERS: All international travelers must purchase the extra CDW insurance coverage at \$25 per day.

THERE WILL BE NO REFUNDS FOR EARLY RETURNS OR LATE PICKUPS: We have set aside the block of time that you requested exclusively for you.

MAINTENANCE ISSUES AND BREAKDOWNS: Pre-approval from our office is required before making any off site repairs. Flat tires are your responsibility.

ABC will not and cannot be held responsible for any personal belongings left in the vehicle.

SIGNATURE: _____ **DATE:** _____

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