



## **ADVENTURES in ALASKA RV Rentals**

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### **SAMPLE MOTORHOME RENTAL AGREEMENT @ 6/16/10 – SUBJECT TO CHANGE WITHOUT NOTICE**

#### **CLASS C MOTORHOME RENTAL AGREEMENT**

1. **DEFINITIONS:** “Agreement” means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. This agreement consists of all conditions on this and the following pages, whether printed or written. “Client/Renter” means the person (s) signing this agreement, any Authorized Driver, and any other party (including organizations) to whom the charges incurred are billed at the express direction of such party or the person (s) signing this agreement (with Lessor’s [*Adventures in Alaska RV Rentals*] consent), both being jointly and severally liable for such charges. RV stands for recreational vehicle, motorhome, or trailer identified in this agreement and its tires, tools, accessories, equipment, appliances, keys and vehicle documents. Only those individuals listed on, and have signed, the rental agreement are authorized to drive the vehicle
2. **PAYMENT OF CHARGES:** All fees are payable by US Dollars in cash, certified bank check, travelers check or on a major credit card (MasterCard or Visa). We do not accept personal checks less than 3 weeks in advance of departure. (There is a \$50 fee or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason.) 50% of the total rental fees must be paid by 60 days prior to departure (or immediately if within 30 days). Full (100%) of total rental fees must be paid 30 days prior to departure (or immediately if within 30 days of departure). Any balance for incidentals, or changes – not already collected - is due no later than the day of departure, i.e., security and cleaning deposits, estimated mileage charge, linen packages, Personal Damage Waiver, etc. Nightly Rental Fees are subject to an Alaska State Excise Tax of 3% and perhaps other applicable sales, use or other taxes. If the final payment is made on MasterCard or Visa, arrangements must be made for processing prior to day of departure. No payments by check within the two weeks prior to departure.
3. **COMPUTATION OF CHARGES;** Client/Renters shall pay *Adventures in Alaska RV Rentals*:
  - A. **Booking Deposit** – A Booking Deposit is due at reservation to secure your trip. - **\$500** for round-trip Alaska use, **\$1,000** for round-trip Canadian use, and **\$1,500** for round-trips to the Lower 48 and Gravel Road Rig Use (secured by Visa or MasterCard credit card). The Booking Deposit will reserve the requested unit for the requested period of time, and becomes your Cleaning/Damage Deposit during the rental. If the booking period of time is changed, after the contract is prepared, a \$50 processing fee will be assessed against the credit card on file at the time of issuance of new contracts.
  - B. **Rental Time.** Charges are computed on a 24 hour period – “night” the same as a hotel room. The Client/Renter will be charged **\$35 per hour for late return, and 1 ½ daily rental rate for each day the vehicle is late. Pick up and drop off times are 8am to 11am, 1pm to 6pm daily in the high season.**
  - C. **Cancellation Fee** – If the reservation is cancelled with less than 60 days advance notice, **100%** of the Booking/Security Deposit & (if applicable) First Rental Payment is/are forfeited (if more than 60 days in advance – **50%** is forfeited). The Lessor, at its discretion and on a case by case basis, may allow \$250 to be held for 365 days for Client/Renters use on a future booking. This special dispensation is for unique situations. *Adventures in Alaska RV Rentals highly suggest* to Client/Renters the use of “trip insurance” through outside agencies, to defray forfeiture of monies.
  - D. **Cleaning / Damage Deposit** – The Booking Deposit *becomes* your Cleaning / Damage Deposit at time of your departure. This deposit is refunded (within 5 *normal business days* of the return of the RV to Lessor) providing the vehicle is returned in the condition it was received (clean inside and out, gas tank and propane tanks full, black and grey sewer holding tanks empty, and no damage or missing equipment). Any monies held beyond the 5 normal business days will be refunded (if applicable) after all outstanding charges have been satisfied and repairs/replacement completed. The Client/Renter will forfeit all rental deposits for any vehicle returned with any odor of fish, animal, smoke (including campfire smoke) or other offensive odor. **Excess cleaning fees of \$70 US per hour will be charged above and beyond normal cleaning -should it be necessary.**
  - E. **Generator Fee** – The first two (2) hours of generator use are included *free of charge*. Additional hour’s usage is

@ \$5 per hour. This is calculated and paid by Client/Renter upon return of the RV.

- F. **Mileage Charge is 47c per mile** above **100 free** miles per night on most RVs. Some special rigs don't have any free miles. Check your fee schedule. Caravan mileage is stipulated in your contract. Any excess is @ 47c/mile.
- G. **Refueling:** Client/Renter must return vehicle full of fuel and propane or pay **\$45 service charge each, in addition to our posted cost of product.**
- H. **Sewerage Holding Tanks** (both black and grey) must be returned empty or a **\$45 per tank fee** will be incurred
- I. **Collection and Vehicle Recovery Expense:** *All costs* for pursuing and recovering a vehicle – **including, but not limited to** - loss of use and damages, 1½% per month interest or maximum amount allowed by laws of the State of Alaska for monies due Lessor but not paid upon return of the vehicle, and \$100 plus \$7 per mile for every mile between the renting location and the place where the vehicle is abandoned, and return to Lessor's place of business– will be borne by Client/Renter.
- J. **Fines and Other Expenses:** Any fines, penalties, court costs, and other expenses assessed against Lessor, by result of Client/Renter's possession and use of the vehicle will be borne by Client/Renter.
- K. **Errors:** All charges are subject to final audit. Customer is responsible for any corrected charges found in this final audit. Customer authorizes Lessor to collect the corrected charges against the credit card used to secure the original reservation – or another mode of payment agreed upon by Lessor.
- L. **Refunds:** There will be no refunds for early returns.

#### 4. **INSURANCE COVERAGE**

- A. We provide comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence, for which deductible you are responsible. We provide auto liability insurance that is primary, and covers bodily injury and property damage with limits no higher than the minimum levels prescribed by the financial responsibility laws of the state whose laws apply to the loss. Our insurance provides medical payments or PIP, no-fault and statutory limits for uninsured and under-insured motorist coverage. 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. Giving the Vehicle to an unauthorized driver terminates our liability insurance coverage. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits. See [www.RVSLI.com](http://www.RVSLI.com) for more comprehensive insurance to avoid "at fault accidents" against your auto insurance.
- B. The Client/Renter shall provide **Adventures in Alaska RV Rentals** a certificate of binder from their own US insurance company stipulating that they are the **primary** insurance carrier and their coverage provides Alaska minimum comprehensive and collision as well as liability. Otherwise, an insurance processing fee of \$25/nite will be charged to Client/Renter.
- C. **Client/Renter and all authorized operators will provide Lessor with current 5 YEAR Driving History at their own expense dated within 14 days of departure if possible depending upon the state of licensing.** Client/Renter will report all accidents to Lessor (within 24 hours) and to law officials as soon as possible in the jurisdiction where the accident takes place. Client/Renter and Authorized Operator(s) will deliver all papers of any kind relating to the accident to the Lessor. Client/Renter and Authorized Operator(s) will fully and actively cooperate in any investigation and defense of a claim or lawsuit against Lessor and its property relating to the accident.

#### 5. **VEHICLE REPAIRS / WARRANTY DISCLAIMER**

- A. Vehicle is Lessor's property. Client/Renter is not Lessor's agent for any purpose. Client/Renter acquires no right other than the right to use vehicle in accordance with this agreement.
- B. If a breakdown occurs, and repairs are needed, any repair under \$50 may be done at Client/Renter's discretion. Any repair over \$50 must have prior authorization from Lessor. Please save and submit all receipts for repairs, and retain and bring back the old or broken parts. Reimbursements will not be made without a receipt.
- C. In the event of loss or damage to vehicle while on rental, the Client/Renter shall pay Lessor for repair both parts and labor, and other expenses involved including loss of future rentals of said vehicle, and diminished value of the vehicle. Client/Renter shall not use vehicle in any unlawful manner, nor on any unpaved road (unless specified in writing by Lessor), nor use or permit use in an unlawful, reckless, abusive or wanton manner.
- D. Lessor disclaims any warranties, either expressed or implied with regard to use of vehicle for a particular purpose. Nor does Lessor authorize any other person or entity to assume any liability on Lessor's behalf.
- E. Lessor does not provide travel insurance. Lessor is not responsible for delays, cancellations, or associated costs incurred by the Client/Renter due to accident, breakdown, vehicle maintenance or repair. Client/Renter *shall not* be entitled to recover any damages for loss of use, loss of time, loss of income or any other incidental damages.

#### 6. **RESPONSIBILITY FOR VEHICLE CONDITION / RETURN / REPOSSESSION**

Client/Renter shall return vehicle to Lessor in the same condition as received, except for ordinary wear, to the location

where rented (or other location directed by Lessor in writing) on the date and time specified. If not, Lessor shall avail itself of all legal recourse to recover said vehicle. Lessor further stipulates its legal right to repossess vehicle at any time after the due date and time (or at abandonment by Client/Renter) at the customer/Client/Renter's expense. Customer/Client/Renter waives prior notice for repossession of vehicle if not returned at due date and time, or when the vehicle is being used for unauthorized or illegal use. If the RV is returned after closing hours, the Client/Renter remains responsible for the safety of, and any damage to, the RV until Lessor inspects it upon the next opening for business. Client/Renter must check and maintain all fluid levels during the rental period.

#### **RV WINTER PERPAREDNESS**

The responsibility for maintaining the RV, including the pipes in severe cold, is the Client/Renter's. When RVing in cold climates, we require the Client/Renter to sign a waiver. It is possible to travel in cold climates and use the facilities of the RV but certain precautions must be maintained. The interior temperature of the RV must be kept at a **minimum of 65 degrees Fahrenheit if there is water in the fresh water tank**; this should keep the fresh water in the tank and pipes flowing. NOTE: Certain rentals will not have fresh water usage from the faucets, it will be necessary to use bottled water. Additionally, in extreme cold some rentals will not have use of the **sinks or toilet** at all. The holding tanks, both black and grey, will have 1 gallon of anti-freeze in each one when the unit is rented when necessary. This should keep the contents liquefied, but each time the tanks are emptied by the Client/Renter the anti-freeze must be replaced. Keep in mind that, during winter, often campgrounds and parks shutdown water to their RV sites. They do/may have facilities i.e. bathrooms, showers available for the renter's use. Some campgrounds and parks are closed during winter months so the renter should be advised to check prior to the rental. Our RVs are supplied with all-weather tires, but we will supply tire chain kits for use where they are required by law. NOTE: Tire chains can only be used in areas designated by law enforcement. They must be removed once the vehicle has cleared those areas.

#### **7. NO LIABILITY FOR CLIENT/RENTERS PERSONAL PROPERTY**

Lessor is not responsible for Client/Renter's personal property. Client/Renter - do not leave any property in the vehicle when you leave, and you are responsible for any personal property while traveling. Client/Renter holds Lessor, its agents and employees harmless from claims for loss or damage of any property.

#### **8. PROHIBITED USE OF VEHICLE**

Vehicle SHALL NOT be used for the following purposes or conditions:

- A. To carry persons or property for hire
- B. To propel or tow any vehicle, trailer or other object without express written permission as part of this contract
- C. In any race, test or contest
- D. For any illegal purpose
- E. To instruct an unlicensed person in the operation of the vehicle
- F. To obtain vehicle from Lessor by fraud or misrepresentation
- G. To carry persons other than in the passenger compartment
- H. To load the vehicle beyond it's rated capacity, in a manner that causes damage to the RV due to inadequately secured cargo
- I. or carry dangerous or hazardous items or illegal material
- J. To operate while impaired or under the influence of alcohol, or any other intoxicant, drugs or narcotics.
- K. Unless specifically authorized in writing as part of this agreement, prohibits driving on any roads that are not paved and maintained by the State of Alaska, and the countries of Canada and the US. This includes the "Haul Road" to Prudhoe Bay or any other gravel road that could damage the RV. Pull offs on the side of the road to rest or short roads to campgrounds are authorized with caution. *None of our units are allowed on the Denali Highway nor on the gravel road leading to Kennicott Gold Mine beyond Chitina.*
- L. Transportation of more people than the number of factory installed restraints, including children who should be in safety seats meeting federal standards
- M. Operated by drivers under the age of 25, or by anyone whose driving license is suspended in any jurisdiction
- N. No cleaning/cooking of fish, nor pet, smoke (including campfire) or other offensive odors
- O. When the odometer has been tampered with or disconnected
- P. When the fluid levels are low, or it is otherwise reasonable to expect the Client/Renter to know that further operation would damage the RV
- Q. Sitting, standing or lying on the roof of the RV is specifically prohibited.

#### **9. ASSIGNMENT**

This Agreement and the vehicle cannot be assigned or transferred by the Customer.

10. **WAIVER / MODIFICATION OF TERMS**

No term or condition of this agreement may be waived or modified as to Lessor except in writing signed by Lessor or Lessor's authorized agent. . Certain conditions in this contract may be waived for caravan customers (linen, etc). They are specified in your individual contract.

11. **LIABILITY OF LESSOR**

Lessor shall in no event be liable for any indirect, special or consequential damages in connection with or arising out of the furnishing, performance or use of the vehicle, including any claims based upon failure to honor a vehicle reservation as requested by Client/Renter.

12. **TERMS AND RATES SUBJECT TO CHANGE WITHOUT NOTICE.**

Any additional terms will be disclosed at the time the rental agreement is signed. We reserve the right to refuse any applicant.

13. **MISCELLANEOUS.**

If you wish to extend the rental period, Client/Renter must receive authorization in advance. If the RV is inoperable for more than 24 hours, our liability to Client/Renter is limited to the daily rental rate times the number of days the RV is inoperable. No waiver by Lessor of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of Client/Renters obligations under this Agreement. Lessor's acceptance of payment from Client/Renter, or Lessor's failure, refusal or neglect to exercise any of their rights under this Agreement, will not constitute a waiver of any other provisions of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you acknowledge that you have been given an opportunity to read the terms of this Agreement 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.

Lessor

For *Adventures in Alaska RV Rentals*

Date

Client/Renter: Date

Client/Renter: Date

Authorized Driver: Date

Authorized Driver: Date

Authorized Driver: Date

**Emergency Contact Information:**

Name (Relationship) Address Phone

**Personal Reference Information:**

Name (Relationship) Address Phone Rev 2/29/08