



## TERMS AND CONDITIONS

### Reservation Requirements:

If you have any questions regarding these terms and conditions, please contact us prior to signing.

- Prepayment of \$500 booking deposit is required to reserve an RV. This amount is applied to your total rental costs.
- RVs are rented on a first come first served basis.
- We reserve the right to substitute an RV should the RV reserved be made unavailable for any reason.
- Upon reserving an RV, an electronic copy of contract and detailed terms and conditions will be sent to you electronically. This paperwork must be signed within 48 hours of receipt. If the documents are not completed, it may result in the cancellation of your reservation.
- SAME DAY rentals are NOT accepted. A minimum of 24 hours is required to process all paperwork and process the rental.

### RENTER & DRIVER REQUIREMENTS:

- All drivers must be minimum of 25 years of age at the time of the rental departure and possess a valid drivers' license. Valid international drivers' licenses are accepted with validation.
- Renter must have a major credit card and picture identification
- Renter's identification must match name on credit card being used to pay for rental. Payments cannot be split or made by anyone other than the renter without prior authorization.
- Up to 2 additional drivers are allowed but must present their own insurance to cover the RV while driving (If insurance provided by renters insurance).
- All travel trailer renters **MUST** have an electronic break control system installed in the tow vehicle. NO Exception! We can install an electronic break controller in our service department if you so desire.

1. **Rental Period:** Pick-up is from 1 PM - 4 PM on your scheduled date. Please arrive at the scheduled time and not before. Drop-off is from 9 am - 11 am on your scheduled return date with a time no later than 11 O'clock A.M. Please remember that other guests may be waiting for the vehicle. Please contact our office if you are going to be delayed. No refunds will be given for units returned prior to the expiration date of contract. You will be charged \$50.00 for each hour a vehicle is returned late up to 4 hours (totaling \$200) after which the rental will be charged another day rental fee. No vehicle may be picked up or returned on a Sunday.

2. **Reservation Advance Payment:** A prepayment of \$500 is required to reserve a RV. This amount will be applied to your total rental costs. All RV Rentals paid by Credit/debit card will have a 3% processing fee added to the total rental costs. Customers are welcome to pay by check up to 14 days prior to departure.

3. **Cancellation Policy:** Customers may cancel their reservation up to 30 days prior to their departure date and receive a full refund. 29-15 days before departure, your booking deposit is forfeited; 14 days before departure you forfeit the full rental amount paid.

4. **Security Deposit:** A \$1,000.00 security deposit is required on all rentals. We will only authorize the \$1000, providing the vehicle is not damaged or abused. If damage does occur, the customer is responsible for the costs associated with the repair of the damage. These costs will be deducted from your authorized \$1000 security deposit. If the cost of repair is more than the amount of the security deposit, then the customer is responsible for the cost of repair above the amount of the security deposit. A refund of the security deposit, if any, may be delayed until the appraisal of any damage can be made.

5. **Excessive Cleaning Fee:** Failure to clean the vehicle inside and out will result in an excessive cleaning fee. A \$250.00 cleaning fee will be instituted when the vehicle is returned in a condition which, we consider, requires excessive cleaning. If the unit is returned with evidence of pets, you will be charged \$500 for not using a pet friendly RV. If the cost to clean the vehicle is more than the amount of the excessive cleaning fee, then you are responsible for that amount above the amount of the excessive cleaning fee.

6. **Condition and Return of Vehicle:** As detailed in this Rental Contract, you must return the Vehicle to our rental office, on the date and time specified in this Rental Contract, and in the same condition that you received it or a charge of \$250. Any damage to the Awning will be renter's responsibility to replace or repair

7. **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 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.

**The CDW Limit applies to EACH accident separately, not cumulatively.**

8. **Mileage:** to be estimated for round trip and paid before leaving and adjusted when unit is returned. No mileage fees on ANY TOWABLE product.

9. **Awning:** If the awning is damaged, the renter is fully responsible for any repair to, or replacement of the awning.

10. **Generator:** You are given 5 hours free generator usage for each rental night. Any hours used in excess of the 5 nightly hours will be charged at \$5.00 per hour and deducted from the Renter's security deposit upon return.

11. **Smoking:** Not allowed in any of our units. Smoking in a unit will result in the \$500.00 fee. Additional charges will be assessed for burns and/or if smoke smell cannot be removed. This includes campfire smoke.

12. **Tanks:** Your gas and lp take will be full at the start of your rental and must be returned full. If not, you will be charged a \$50.00 service charge to refill the tank plus the price of the gasoline or lp. A dumping fee of \$50.00 will be charged if the holding tanks are not empty upon return. Any amounts due will be deducted from Security Deposit.

13. **Pet Policy:** Pets are ONLY allowed in our Pet Friendly Units. If you did not inform Collier RV Rentals that you were taking a pet and signed appropriate paperwork, you will be charged \$500 upon your return of the unit.

14. **Lost and Found:** Any items lost and found must be picked up within 45 days. After, 45 days items will be disposed of.

15. **Drugs & Firearms:** Any drugs or firearms found in vehicle will be removed by a law officer.

16. **Towing:** Towing is prohibited.

Hitch mounted items (bike racks, cargo racks, etc.) must be installed and inspected by Collier RV Rentals, Inc. at our location before departure. **ALL Units** have hitches locked to prevent unauthorized towing.

17. **Tolls:** Units are supplied with an Illinois Toll Transponder. Use of transponder & tolls will be billed to you within 45 days along with a \$10.00 convenience usage fee if tolls are recorded on the Transponder. Our Transponder must remain affixed to the windshield at all times.

18. **ALL fees** are collected two weeks prior to departure. Credit Card payments will have a 3% processing fee added to rental charges.

19. **Travel:** Traveling into Canada is permitted. Traveling into Mexico is prohibited.

**20. Breakdowns** If breakdowns occur and repairs are needed, the customer may authorize any repair under \$100.00 to be performed by a competent and licensed repair facility. Collier RV Rentals must be notified immediately of vehicle breakdown or repair. Payment of such repair under \$100 is the initial responsibility of the customer and will be reimbursed only upon presentment of a receipt documenting said repair and the associated cost. Any repair over \$100.00 requires prior written approval from Collier RV Rentals. Even if approved, the customer shall submit all receipts for repairs to Collier RV Rentals. Refunds will not be made without a receipt. Any repair authorized by you that is not authorized by Collier RV Rentals and is over \$100, is your responsibility. Likewise, you are responsible for any damage occurring to the vehicle as a result of a repair that was not authorized by Collier RV Rentals. Television, DVD or VCR player, radio, automatic step, air conditioning, furnace, refrigerator, microwave and appliances, cruise control, water system and generator malfunctions are not considered breakdowns by Collier RV Rentals and no compensation will be made due to the failure or malfunction of the above mentioned items.

**22. Additional Charges.** You also agree to pay Collier RV Rentals or the appropriate governmental authorities on demand for all charges including, but not limited to, due us under this Rental Contract, including, but not limited to:

- (a) time in excess of the amount permitted by this Rental Contract for the period during which you keep the Vehicle, or a charge based on our experience if the odometer or its seal is tampered with or disconnected;
- (b) charges for the optional equipment and services you elected to purchase;
- (c) dumping fees if the holding tanks are not empty upon return along with fuel and propane, if you return the Vehicle with less than a full tank of fuel;
- (d) applicable taxes;
- (e) any loss of, or any damage to, the vehicle, of any nature whatsoever, which includes the cost of repair, or if the vehicle is not repairable, the retail actual cash value of the vehicle on the date of the loss, plus loss of use, lost profits, the diminution in the value of the vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim; We may choose not to repair the vehicle;
- (f) all traffic, parking or toll violations, fines, penalties, forfeitures, court costs, towing charges and other expenses involving the vehicle assessed against us or the vehicle, unless these expenses are our fault;
- (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 Rental Contract;
- (h) all costs, including but not limited to pre- and post-judgment interest and reasonable attorney fees and court costs, incurred in collecting payment from you or in otherwise enforcing our rights under this Rental Contract;
- (i) 2% per month late payment fee , or the maximum amount allowed by law (if lower than 2%) on all amounts paid after the date the vehicle is returned;
- (j) interest at the rate of 12% per annum, or the maximum amount allowed by law (if lower than 12%) on monies due us but not paid upon return of the Vehicle;
- (k) \$50, plus \$5 per mile for every mile between the renting location and the place where the vehicle is returned without authorization or abandoned, plus any additional recovery expenses we incur;
- (l) any and all other amounts incurred under this Rental Contract.

**23.** Renter acknowledges responsibility as an insurer as well as bailee, and will hold Collier RV Rentals harmless from any and all fines, forfeitures and penalties arising out of any violation of law; and agrees that COLLIER RV RENTALS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, LOSS OF REVENUE, LOSS OF USE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO EXPENSES OR INCONVENIENCE OR TIME LOST CAUSED BY ACCIDENT, BREAKDOWN OR ALFUNCTIONING OF THE VEHICLE. This includes, but is not limited to, lost time from work, the cost of lodging, food, gasoline, telephone, travel expenses, etc. The renter further agrees to hold the Collier RV Rentals harmless should damages occur to any of the Renter's personal property while carried in, or on, such vehicle including loss or damages caused by fire, water, or theft. Renter further agrees to indemnify and hold harmless the Collier RV Rentals from, and against any and all claims for loss of or damage to property or injury to any person (including death) resulting through the use, operation or possession of said equipment.

24. **Proper identification** and a valid driver's license of all drivers must be presented before picking up the vehicle. All information will be verified.

25. **Drivers** All drivers must be at least 25 years of age and meet minimum insurance requirements. Additional drivers must be listed on this Rental Contract. A Motor Vehicle Report (MVR) will be run for each driver. Maximum of 3 drivers. If renter is providing insurance, coverage, each driver must also provide additional insurance if not on renter's policy.

26. **Orientation** Additional instructions will be given at time of departure. This will take approximately 15 minutes if you have previewed the Orientation Video on you tube specific to your Rental. A more convenient time may sometimes be scheduled.

27. We reserve the right to refuse any application.

28. Collier RV Rentals ability to provide a vehicle, if reserved, is contingent upon and subject to its return by the previous renter and to accidents and other causes beyond Collier RV Rentals control. In the event that your reserved vehicle becomes unavailable, Collier RV Rentals reserves the right to substitute the vehicle reserved with one of an equal or higher quality, at no extra cost to you. If a rental is not available, a full refund will be given.

29. The vehicle remains the property of the Collier RV Rentals and failure to return it on the agreed date and time may constitute larceny by you subjecting you to all associated penalties.

30. **Rental, Indemnity and Warranties:** This is a contract for the rental of the vehicle. Collier RV Rentals may invoke all remedies available to it under this Rental Contract or as permitted by law, including but not limited to repossessing the vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of law or this Rental Contract. 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, Rental Contract and your use of the vehicle or our repossession of it.

WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REGARDING THE VEHICLE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

31. **Prohibited Uses.** The following uses of the vehicle are prohibited and constitute a breach of this Rental Contract. You agree that the vehicle will not be used:

- a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations;
- b) by you or anyone else under the influence of alcohol, prescription or non-prescription drugs;
- c) by anyone who obtained the vehicle, or extended the rental period by giving us false, fraudulent or misleading information;
- d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations;
- e) for any commercial purpose, including but not limited to, carrying persons or property for hire;
- f) to push or tow anything;
- g) in any race or speed contest;
- h) to teach anyone to drive;
- i) outside the United States (except to Canada pursuant to pre-authorization, in writing, from Collier RV Rentals);
- j) on any unpaved surface; except for licensed campgrounds
- k) to transport more persons than the Vehicle has seat belts;
- l) to transport children without a federally-approved child safety restraint or booster seat as required by state law;
- m) when the odometer has been tampered with or disconnected;

- n) when the vehicle's fluid levels are low, or it is otherwise reasonable to expect You to know that further operation of the Vehicle would damage it;
- o) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission;
- p) to transport any pet or animal; Unless renting our Pet Friendly unit.
- q) to commit a willful, wanton, reckless or negligent act with the vehicle;
- r) , Renter shall not operate, or permit vehicle to be operated in desert areas, including but not limited to Death Valley during hot periods and
- s) in derogation of this Rental Contract or any law. Driving the Vehicle under an overpass without sufficient clearance is also a prohibited use.

32. **Breach of Rental Contract:** The acts listed in paragraph 24, above, are breaches of this Rental Contract. Likewise, you are in breach of the Rental Contract if you fail to comply with any provision or term contained within this Rental Contract. If you breach this Rental Contract, you are liable for all damage to, or loss of, the vehicle caused by your breach or loss or damage sustained by any person or entity. You agree to waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Rental Contract. You also agree to pay Collier RV Rentals all costs and fees, including but not limited to reasonable attorney fees and court costs, incurred by Collier RV Rentals in enforcing any breach of this Rental Contract.

33. Renter expressly agrees to indemnify and hold Collier RV Rentals harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with claims from third-parties and, the enforcing of this Rental Contract by the Collier RV Rentals, including but not limited to expenses incurred in collecting or attempting to collect delinquent rent, and in the event suit is instituted by Collier RV Rentals to recover damages related to the vehicle and/or to enforce the terms, conditions, and/or provisions hereof, Renter agrees to pay all costs and fees, including but not limited to, reasonable attorney's fees of Collier RV Rentals incurred in connection therewith. Renter agrees that the exclusive venue of any action hereunder shall be in the county of the Collier RV Rentals location who you contracted with for the rental of the vehicle.

34. Modifications: No term of this Rental Contract can be waived or modified except by a writing that we have signed. If any provision of this Rental Contract is deemed not to apply, is illegal, or is against public policy, the remainder of the Rental Contract's provisions shall retain their full force and effect. 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 Rental Contract constitutes the entire agreement between you and Collier RV Rentals and contains all representations and agreements between you and Collier RV Rentals. You agree that nothing has been promised by Collier RV Rentals that is not written on the face of this Rental Contract.

35. Payment Auto-draft: I understand and authorize any payments owed to be auto-drafted from the payment method I have provided. This includes extra charges, damages, insurance deductibles, and toll bills.

I, THE RENTER HAVE READ AND UNDERSTOOD ALL OF THE ABOVE AND AGREE TO FOLLOW ALL TERMS AND CONDITIONS STATED HEREIN. I, THE RENTER, HAVE HAD THE OPPORTUNITY TO RETAIN COUNSEL TO REVIEW WITH ME MY LEGAL DUTIES AND OBLIGATIONS UNDER THIS RENTAL CONTRACT.

RENTER: \_\_\_\_\_

DATE: \_\_\_\_\_