

# **AVENTURA RENTAL AGREEMENT**

# **RENTER INFORMATION**

ull Name:
Address:
City / State / ZIP:
Phone Number:
Email Address:
Driver's License Number:
Priver's License Issuing State/Country:

# **RENTAL VEHICLE INFORMATION**

Make:	Model:
Color:	Year:
VIN (Vehicle Identification Number):	
License Plate Number:	
RENTAL PERIOD	
Start Date and Time:	
End Date and Time:	
Total Duration (in days):	



# ADDITIONAL DRIVER INFORMATION

Full Name:
Address:
City / State / ZIP:
Phone Number:
Email Address:
Driver's License Number:
Driver's License Issuing State/Country:
ODOMETER
Mileage out:
Mileage in:
Mileage Allowance: 200 free miles included per day if you travel more than 200 miles you will pay
\$0.45 per additional mile. Excess Mileage Fee: \$ 0.45 per mile
FUEL
Fuel out: E 1/4 1/2 3/4 F
Fuel in: E 1/4 1/2 3/4 F

## **RENTAL CHARGES**

Daily Rate: \$

Weekly Rate: \$

Security Deposit: \$1500.00



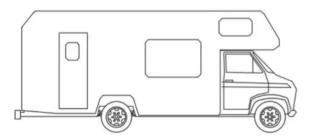
# **INSURANCE INFORMATION**

Rental Company's Insurance Coverage:

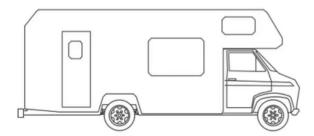
Additional Insurance Options (if any):

# PRE-EXISTING DAMAGE

The Parties acknowledge the existing damage to the vehicle as notated below









#### AGREEMENT OVERVIEW:

This agreement, including all attached documents, outlines the rental terms between the renter and Aventura Camper Vans. By signing, the renters agree to comply with all applicable terms.

#### USE OF VEHICLE:

The renter agrees to use the vehicle solely for lawful purposes, operating it in a safe and responsible manner at all times. Only the renter and any additional authorized drivers listed in this agreement are permitted to drive the vehicle. Unauthorized drivers or uses, such as towing, racing, or off-road driving, are strictly prohibited and will result in immediate termination of the agreement. The camper is to be used only in designated camping areas as specified by the rental company and is not to be driven on restricted roads or trails unpaved roads. Off-road use and unauthorized cross-border travel are prohibited.

#### **VEHICLE CONDITION & RETURN:**

The vehicle is provided to the renter in good condition, except for pre-existing damage listed in the previous section. The renter must return the vehicle in the same condition, excluding normal wear and tear. Any additional damage or issues noticed at the time of rental must be reported to the rental company immediately. Failure to do so will result in the renter being held responsible for any subsequent damage. Renters must return vehicle to our location we provide in this agreement. Renter must return vehicle on the date and time specify in this agreement.

#### FUEL POLICY:

The vehicle is provided with a full tank of fuel and must be returned with a full tank. If the vehicle is returned without a full tank, the renter will be charged a refueling fee of \$.50.00 in addition to the cost of the fuel.

#### **PROHIBITED USES:**

The vehicle must not be used for any illegal purposes, including but not limited to the transportation of illegal substances or contraband. The vehicle must not be driven by any person who is under the influence of alcohol, drugs, or any other substances that may impair driving ability. The vehicle must remain within the geographic area specified by the rental company no cross-border driving: The vehicle cannot be operated who is not an authorized driver. Towing with vehicle is prohibited and use of vehicle for any commercial use. Burning man festival is not allowed. Traveling cross-border in Mexico is prohibited. All occupants need to use seat belts while vehicle is on road and children needs to have proper safety seat required for their age. The vehicle is not allowed to carry more passengers than available seatbelts. All passengers cannot use (toilet, bed area, stove and other things in RV) while driving. Driver is not allowed to use phone in other then hands free approach. Smoking or vaping in vehicle is prohibited for any damage caused by using the wrong fuel in vehicle for example Mercedes Revel excepts ONLY DIESEL # 2 (NO BIODIESEL OR DIESEL #1). Ford Tremor excepts regular unleaded gas. Renter will be responsible for any damage cause by using the wrong fuel. Renters must not leave the vehicle unlocked or with keys unsecure.



#### SAFETY PROCEDURES:

The renter must ensure all passengers wear appropriate safety gear at all times while operating the camper van, including but not limited to seat belts, children appropriate car seats and seat belts. The renter is responsible for ensuring the safety of all occupants. The renter agrees to follow camper guide for safety while driving and safety procedures for vehicle. Renter acknowledges that prior to the pickup of the vehicle needs to watch online training video how to use and operate vehicle.

#### MILEAGE:

The rental includes a mileage allowance of 200 miles per day. Additional mileage will be charged at a rate of \$0.45 per mile.

#### **INSURANCE:**

The renter is required to purchase insurance through us provided by third party. The renter is responsible for any damage to the vehicle not covered by the rental company's insurance. The renter is encouraged to obtain additional insurance coverage for comprehensive protection. The renter agrees to indemnify and hold harmless the Aventura Camper Vans from any claims arising out of the renter's use of the vehicle. Renter is responsible for deductible amount.

#### MAINTENANCE AND REPAIRS:

The renter is responsible for performing routine maintenance, such as checking fluid levels and tire pressure, during the rental period. Any necessary repairs due to the renter's misuse, negligence, or violation of the terms of this agreement will be the financial responsibility of the renter.

#### **BREAKDOWN AND ACCIDENTS:**

In the event of a breakdown, the renter must immediately notify Aventura Camper Vans. Aventura Camper Vans will provide assistance or a replacement vehicle, if available.

In the event of an accident, the renter must notify Aventura Camper Vans and local authorities immediately and obtain a police report. The renter must cooperate fully with any investigations.

Emergency Services: Dial 911

Roadside assistance: Dial 1 877 978-7222



#### DAMAGE TO THE VEHICLE LOSS OR THEFT:

Renter is accountable for any loss or damage to the rental vehicle during the rental period, irrespective of the cause. This obligation includes reimbursing Aventura Camper Vans for the full cost of repairs, replacement, or other related expenses, as allowed by applicable state laws. If the vehicle sustains damage, you will be required to cover estimated repair expenses.

Furthermore, where permitted by law, you may also be liable for additional costs, such as:

- Loss of Rental Income: Compensation for the time the vehicle is out of service for repairs, calculated by multiplying the number of repair days by the daily rental rate.
- Reduction in Value: The decrease in the vehicle's market value after repairs, determined by comparing its value before and after the incident.
- Towing and Storage Fees: Expenses related to transporting the vehicle to a repair facility or storing it during the repair process.
- Administrative Charges: to cover administrative efforts associated with processing the claim.

In the event the vehicle is stolen and not recovered within 30 days, you will be required to pay Aventura Camper Vans the vehicle's market value prior to the theft, along with the administrative fee.

If you have insurance that covers your liability, you must provide your insurance provider's name, policy number, and contact details. You also grant Aventura Camper Vans permission to file a claim directly with your insurer for any losses, damages, or expenses, including administrative fees. However, you remain personally responsible for any amounts not covered by your insurance, such as deductibles, policy limits, or unpaid claims. If your insurance does not fully compensate Aventura Camper Vans, you agree to pay the remaining balance, including any outstanding fees or additional costs.

By accepting these terms, you acknowledge your financial responsibility for all damages, losses, and associated expenses, regardless of insurance coverage. Aventura Camper Vans retains the right to seek reimbursement from you for any unpaid amounts.

#### SECURITY DEPOSIT:

Security deposit is \$1500.00 which is refundable after renter returns vehicle with no damage and no issues. Security deposit can be used for any damage on vehicle and for any additional cost(fuel,add ons, cleaning, late drop off ,etc.)

#### **RETURN OF VEHICLE:**

The vehicle must be returned on the specified end date and time. If the renter wishes to extend the rental period, they must notify the rental company and obtain approval. Late returns will be subject to additional charges of \$ 300.00 after 5 pm. The vehicle must be returned in the same condition it was rented, excluding normal wear and tear.

#### PETS:

The renter must obtain prior approval from Aventura Camper Vans to bring pets into the camper. If approved, an additional pet deposit and/or cleaning fee of \$150.00 will apply. The renter is responsible for any damage caused by pets which security deposit will be used for reimbursement to Aventura Camper Vans.



#### SMOKING:

Smoking inside the vehicle is strictly prohibited. Violation of this policy will result in forfeiting security deposit and the renter may be held liable for any damages caused by smoking.

#### CLEANING:

The vehicle must be returned in a clean condition. A cleaning fee of \$250.00 will be charged if the vehicle is returned dirty or with excessive mess.

#### TOILET AND WASTE DISPOSAL:

The renter is responsible for emptying the camper's waste tanks (grey water and black water) before returning the vehicle. Failure to do so will result in a disposal fee of \$ 250.00

#### TOWING:

Towing is prohibited unless explicitly approved by the rental company. The renter must not tow any vehicle or trailer without written permission.

#### PARKING AND CAMPING RESTRICTIONS:

The renter agrees to park and camp only in designated areas. The renter must comply with all local laws and regulations regarding parking and camping.

#### AWNING USE:

The camper's awning must be retracted during heavy winds or rain to prevent damage. The renter is responsible for any damage to the awning due to misuse or neglect.

#### **GPS- GLOBAL POSITIONING SATELLITE**

The Vehicle may include a global positioning satellite (GPS) system, a telematics system, and/or an event data recorder (EDR). By using this Vehicle, you consent to and acknowledge that we, or parties acting on our behalf, may remotely monitor your usage of the Vehicle as allowed by law. This monitoring may involve the collection of various Vehicle data, such as location, mileage, oil life, fuel levels, tire pressure, battery charge status, diagnostic trouble codes, and other relevant information we determine necessary. You should not expect any privacy regarding your use of the Vehicle. You agree to notify all drivers and passengers of the Vehicle about the terms outlined in this section and confirm that you have authorized the release of data collected by the GPS, telematics system, or EDR. We are not liable for the functionality of any telematics, navigation, or related systems in the Vehicle. To the extent permitted by law, you agree to release us from any liability and to indemnify, defend, and hold us harmless from any damages to persons or property resulting from the failure of the GPS, telematics system, or EDR to operate correctly, or any issues arising from their use.



#### INTERIOR AND APPLIANCE USE:

The renter is responsible for proper use of all interior features and appliances. Any damage due to improper use will be charged to the renter.

#### **RENTER PERSONAL PROPERTY:**

As allowed by applicable law, Renters and Authorized Drivers hereby agree to waive and release us, officers, employees, subcontractors, joint venture partners, suppliers, assigns, and any third parties acting on our behalf, from any and all claims, liabilities, or damages related to the loss of or harm to Renters' personal property or the property of any other individual. This includes property that we have received, stored, handled, or that was left inside or on the Vehicle, any service vehicle, or within our storage facilities. This waiver applies in all circumstances, except where the loss or damage is proven to be solely due to our negligence or where we have explicitly accepted responsibility in a written agreement. Renters are advised to obtain appropriate insurance coverage for their personal belongings, as we do not assume liability for such items unless specifically agreed upon in writing. This clause is intended to clearly define the boundaries of liability and ensure Renters understand their responsibilities regarding personal property while using our services.

#### CANCELLATION POLICY:

When a quest makes a reservation with a departure date more than 14 days in advance, a 50% reservation deposit is charged when the host accepts the reservation. Otherwise, the reservation total is charged in full. Free cancellation for 48 hours after booking, so long as at least 14 days remain before the trip begins. If cancelled more than 14 days prior to the start date of the trip: Refunded 50% of the booking total, including tax Anything paid toward the protection package, including tax Not refunded The service fee, including tax If cancelled less than 14 days prior to the start date of the trip: Refunded Anything paid toward the protection package, including tax Not refunded The entire booking total, including tax The service fee, including tax Guests must agree to the host's cancellation policy before booking.



#### PICK UP AND DROP OFF TIME:

Pick-up time is 3 pm: drop-off time 11 am 7 days per week. If you required different time, please coordinate with office.

If vehicle is returned after 5 pm a fee will be charged to renter of \$300.00. Please notify office if you will be late returning vehicle.

#### MINIMUM AND MAXIMUM RENTAL PERIOD:

Minimum rental is 3 days and maximum 30 day. Please call office for any longer rental request it will be determined case by case basis.

#### TRAFFIC TICKETS AND OTHER VIOLATIONS:

As the renter, you assume full responsibility for settling all toll fees, parking citations, photo enforcement charges, fines related to toll evasion, and any other penalties, fees, or fines (collectively referred to as "Violations") that may be incurred during the rental period. These charges may be issued against you, the rental company, or the vehicle itself. It is your duty to pay these amounts directly to the relevant authorities or agencies in a timely manner. Failure to address these obligations may result in additional fees, administrative charges, or legal actions imposed by the rental company or governing bodies. Please ensure compliance with all local traffic laws and regulations to avoid incurring such costs.

#### **DISPUTE RESOLUTION:**

Any disputes arising from this agreement will be resolved through mediation or arbitration before resorting to legal action.

#### INDEMNIFICATION:

The renter agrees to indemnify and hold harmless Aventura Camper Vans and employees, subcontractors, joint venture partners, suppliers from any claims, damages, or expenses arising from the renter's use of the vehicle, including but not limited to legal fees and costs.

#### **TERMINATION:**

The rental company reserves the right to terminate this agreement at any time if the renter violates any terms or conditions. In such cases, the renter must return the vehicle immediately. The renter may terminate the agreement by returning the vehicle and paying any outstanding charges.



#### DRIVER'S LICENSE REQUIREMENTS & MINIMUM AGE POLICY

Only individuals who are officially authorized are permitted to operate the rental vehicle. An authorized driver is defined as the primary renter and any additional drivers who have been formally approved and included in the rental agreement. To qualify, each driver must possess a valid driver's license and meet the minimum age requirement of 25 years. Additionally, every driver must have held a valid motor vehicle license for a minimum of one year prior to the rental date. All authorized drivers listed on the rental agreement are required to be physically present at the time of rental. Each driver must present a current, non-expired, and full driver's license (not a provisional or learner's permit) for verification. Failure to meet these requirements will result in the inability to rent or drive the vehicle.

This policy ensures compliance with safety standards and legal regulations, providing a secure and reliable rental experience for all parties involved.

#### **REPOSSESSION POLICY:**

Aventura Camper Vans reserves the right to reclaim any vehicle booked through its services without prior notice, at the guest's expense, under specific circumstances. This includes situations where the vehicle is not returned by the agreedupon end of the booking period, even if the booking has been canceled by Aventura Camper Vans at any time. Additionally, repossession may occur if the vehicle is discovered to be parked illegally, appears to be abandoned, or is being used in a manner that breaches applicable laws or the terms outlined in the rental agreement. In such cases, the guest will be held financially responsible for all costs associated with the repossession process.

#### ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

Renter and Aventura Camper Vans relinquish the right to a jury trial or to engage in any class action, as outlined in the following terms. Both parties consent to resolve any and all disputes, claims, or controversies of any nature ("claims") through arbitration. This includes, but is not limited to, claims stemming from or related to this agreement, our products, services, fees, advertisements, or rental vehicles. Such claims may arise from contract disputes, torts (including intentional torts), fraud, agency issues, negligence, statutory or regulatory violations, or any other legal basis. The arbitrator, rather than any federal, state, or local court or agency, will have the sole authority to adjudicate disputes concerning the interpretation, applicability, enforceability, or formation of this agreement, including any assertion that the agreement, in whole or in part, is invalid or unenforceable.

Both you and Aventura Camper Vans agree that no claims will be pursued on a class-wide, collective, or representative basis. Additionally, no arbitration forum is authorized to adjudicate claims on a class-wide or collective basis, and no rules permitting such arbitration will apply.

However, either party retains the right to initiate an individual action in a small claims court with proper jurisdiction, provided the action is not part of a class action, private attorney general action, or any other representative or collective proceeding. Furthermore, claims involving third-party insurance companies providing separate coverage to you, personal injury claims, or claims related to your financial responsibility in connection with the use or operation of a vehicle may be filed in a court with valid jurisdiction.

## **TERMS AND CONDITIONS**



#### GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of [Nevada].

#### FORCE MAJEURE:

The rental company is not responsible for any interruptions to the rental period due to natural disasters, acts of God, or other events beyond their control. In such cases, the rental company will offer a pro-rated refund or reschedule the rental period, subject to availability.

#### ROADSIDE ASSISTANCE COVERAGE:

- 24/7 Technical Support
- Towing towing of the rented RV to the nearest repair facility qualified to remedy the disabled vehicle's mechanical problem. Simple winch out or extraction services required to tow the disabled vehicle are covered for one man, one truck, up to 100 feet off of a maintained road or in a commercial campground equipped for camping vehicles. (All costs for labor and parts are the responsibility of the guest)
- Jump starts a jump-start of the rental RV's drained battery or tow to a repair facility. (The cost of any replacement battery and labor to install the battery is the responsibility of the guest)
- Mobile tire assistance changing of tires or towing of the RV to a repair facility. (Tire replacement itself is not covered.)
- Locksmith and lockout service delivery of locksmith services to the stranded RV and assistance in opening the vehicle and/or obtaining a replacement key. (Actual cost of key replacement and any parts and labor are the responsibility of the guest)
- Delivery of fuel and emergency fluids delivery of emergency fluids to the rented RV (except were prohibited by law). Emergency fluids include gasoline, oil, water, transmission fluid, power steering fluid and brake fluid, as necessary to remedy the disablement. (All costs for fluids and labor are the responsibility of the guest)
- Mobile mechanic dispatching and paying for the service call of a mobile mechanic to the site of a mechanically-disabled RV. (All costs for labor and parts are the responsibility of the guest PHONE NUMBER- 1 877 978-7222

#### WINTER RENTALS & COLD WEATHER PRECAUTIONS.

The Guest understands and agrees that, due to the risk of freezing temperatures, the rented vehicle may be winterized upon pickup. Winterization involves preparing the water systems to prevent damage from cold weather, which may include draining certain components or adding antifreeze. However, the Guest assumes full responsibility for any damage resulting from frozen water systems during the rental period. This includes, but is not limited to, plumbing lines, tanks, pumps, and other water-related components. Should freezing occur due to improper use, negligence, or failure to follow cold-weather guidelines, the Guest will be liable for all necessary repairs or replacements. It is strongly recommended that the Guest take appropriate precautions, such as using heating systems or insulated covers, to protect the vehicle in sub-freezing conditions



## **TERMS AND CONDITIONS**

#### ENTIRE AGREEMENT:

This document constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

#### ACKNOWLEDGEMENT AND SIGNATURES:

By signing below, the renter acknowledges that they have read and fully understand the terms and conditions of Aventura Camper Van rental agreement and agree to be bound by them.

I AGREE

Renter's Signature

Date

Date

Rental Representative Signature

Page 9 of 9