



# AVENTURA VANS LLC RENTAL AGREEMENT

## RENTER INFORMATION

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Driver'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: Unlimited mileage is included with your rental. No additional mileage charges apply.

**Excess Mileage Fee: \$ N/A (Unlimited mileage included)**

## 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: \$1000.00 \_\_\_\_\_

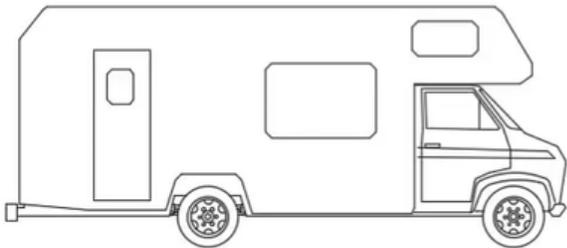
## INSURANCE INFORMATION

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



\_\_\_\_\_

\_\_\_\_\_

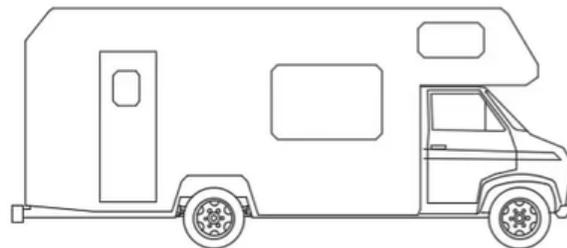
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**AGREEMENT OVERVIEW:**

This agreement, including all attached documents, outlines the rental terms between the renter and Aventura Vans LLC. By signing, the renters agree to comply with all applicable terms. Where this rental is booked through a third-party platform (including Outdoorsy, RV Share etc.), the platform's terms, conditions, and protections apply in addition to this Agreement.

**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 RV (camper, truck) is to be used only in designated camping areas as specified by the rental company and may not be driven on unmaintained, off-road, or non-public roads not intended for passenger vehicles. Off-road use and unauthorized cross-border to Mexico and Canada travel are prohibited.

**SAFETY PROCEDURES:**

The renter must ensure all passengers wear appropriate safety gear at all times while operating the camper van truck or RV, 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.

**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.

**MILEAGE**

Unlimited mileage is included with your rental. No additional mileage charges apply.

**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 and Canada is prohibited and voids all insurance coverage.. 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. Renter is responsible if vehicle fluids are low. Renter can't proceed to operate vehicle which will cause damage to the vehicle. Renter will be responsible 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.

**ASSUMPTION OF RISK**

Renter acknowledges that operating and occupying a recreational vehicle involves inherent and foreseeable risks, including but not limited to accidents, rollovers, wildlife encounters, weather conditions, road conditions, remote travel, mechanical failure, and the use of propane, electrical, and water systems.

Renter voluntarily and knowingly assumes all such risks for themselves and all occupants of the vehicle.

**RELEASE & WAIVER OF LIABILITY**

To the fullest extent permitted by law, Renter releases and waives any and all claims against Aventura Vans LLC, its owners, employees, agents, and insurers, for bodily injury, illness, death, or emotional distress arising from the use or operation of the vehicle, except where caused by gross negligence or willful misconduct.

**THIRD-PARTY INJURY AND PROPERTY DAMAGE**

Renter is solely responsible for any and all claims, demands, losses, damages, injuries, or liabilities involving the following:

- Passengers or occupants of the vehicle
- Pedestrians or other third parties
- Campsites, structures, buildings, trees, curbs, signs, roadways, or any other real or personal property

Renter agrees to indemnify, defend, and hold harmless AVENTURA VANS LLC, including its owners, members, managers, employees, agents, and insurers, from any and all such claims, including all attorneys fees, costs, and expenses.

**INSURANCE & FINANCIAL RESPONSIBILITY**

The Renter is required to purchase insurance coverage through Aventura Vans LLC, provided by a third-party insurance provider approved by the Company. Such coverage is subject to the terms, conditions, exclusions, and limitations of the applicable insurance policy.

**VOIDING OF INSURANCE COVERAGE (CRITICAL)**

Material violations of this Agreement may void coverage, to the extent permitted by law and Renter shall be personally and fully responsible for all damages, losses, claims, liabilities, and expenses, whether to the vehicle, occupants, third parties, or property.

Without limitation, insurance coverage is void if any of the following occur:

- Unmaintained, off-road, or non-public roads not intended for passenger vehicles, or any surface not designated as a paved, public roadway or approved campground access road
- Operation of the vehicle by an unauthorized or unlisted driver
- Operation of the vehicle while the driver is intoxicated or impaired by alcohol, drugs, or any substance that affects driving ability
- Cross-border travel, including travel into Mexico or Canada
- Use of the vehicle for any prohibited purpose under this Agreement

**RENTER FINANCIAL RESPONSIBILITY**

Renter is responsible for:

- All deductibles associated with any insurance claim
- Any damage, loss, or expense not covered by insurance
- All damages and claims arising after insurance is voided

Renter agrees to indemnify, defend, and hold harmless Aventura Vans LLC, its owners, employees, agents, insurers, and affiliates from any and all claims, demands, damages, losses, costs, and expenses (including attorneys' fees) arising out of or related to Renter's use or operation of the vehicle.

Renter is encouraged to obtain additional personal insurance coverage for comprehensive protection.

**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 Vans LLC 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 at the daily rental rate for the actual repair period. Loss of use shall not exceed the daily rental rate for the actual repair period and shall be capped at thirty (30) days
- **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 Vans LLC 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 Vans LLC 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 Vans LLC, 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 \$1000.00 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.) Renter expressly authorizes Aventura Vans LLC to charge the payment method on file for all fees, damages, tolls, violations, and unpaid balances.

**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 \$ 100.00 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.

**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 Vans llc. Aventura Vans llc will provide assistance or a replacement vehicle, if available.

In the event of an accident, the renter must notify Aventura Vans llc 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**

**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 guest 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.

**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. Renter expressly authorizes Aventura Vans LLC to charge the payment method on file for any such violations, tolls, penalties, or administrative fees incurred during the rental period.

**DISPUTE RESOLUTION, ARBITRATION AND VENUE**

Any dispute, claim, or controversy arising out of or relating to this Agreement, the rental vehicle, or the relationship between the parties shall first be subject to good faith informal resolution. If not resolved, such dispute shall be resolved exclusively by binding arbitration, and not by litigation in court, except as otherwise permitted by law. The arbitration shall be conducted in the state and county where the recreational vehicle was picked up by the Renter. If the vehicle is picked up in Nevada, Nevada law shall govern. If the vehicle is picked up in Montana, Montana law shall govern. Choice of law shall be determined solely by the pickup location of the vehicle, without regard to conflict of law principles.

Both parties knowingly and voluntarily waive the right to a trial by judge or jury and waive the right to participate in any class action, collective action, or representative proceeding. Renter acknowledges and agrees that this arbitration and venue provision constitutes a waiver of the right to a trial by judge or jury in any court proceeding, except as expressly permitted under this Agreement.

**INDEMNIFICATION:**

Renter agrees to indemnify, defend, and hold harmless AVENTURA VANS LLC, its owners, members, managers, employees, subcontractors, agents, joint venture partners, suppliers, insurers, and affiliates from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including attorneys fees and court costs) arising out of or related to Renter's use, operation, possession, or occupancy of the vehicle, or any breach of this Agreement by Renter, except to the extent caused by the gross negligence or willful misconduct of AVENTURA VANS LLC.

**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 Vans LLC 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 agreed-upon 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 Vans LLC 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 Vans LLC 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.

**GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the state in which the recreational vehicle is picked up by the Renter. If the vehicle is picked up in Nevada, the laws of the State of Nevada shall apply. If the vehicle is picked up in Montana, the laws of the State of Montana shall apply. This governing law provision shall apply without regard to conflict of law rules.

**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 where 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

**VEHICLE CONDITION & RETURN:**

The vehicle is provided to the renter in good condition, except for pre-existing damage listed in the previous section. Photos taken at pickup and return shall constitute primary evidence of vehicle condition. 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.

**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 Van LLC rental agreement and agree to be bound by them

**LEGAL NOTICE:**

“Aventura Camper Vans” is a trade name and marketing brand of Aventura Vans LLC, a duly registered limited liability company. All rental agreements are entered into with Aventura Vans LLC.

**NO ORAL MODIFICATIONS.**

This Agreement may not be modified, amended, or supplemented except by a written document signed by both the Renter and Aventura Vans LLC. No oral statements or representations shall have any force or effect.

**ELECTRONIC SIGNATURE CONSENT.**

The Renter agrees that this Agreement may be executed electronically, including by digital or electronic signature, and that such electronic signature shall have the same legal force and effect as a handwritten signature.

I AGREE

\_\_\_\_\_  
Renter’s Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Rental Representative Signature\_\_\_\_\_  
Date