

## **PART B - Rental Terms and Conditions ("Terms and Conditions")**

**Valid as of February 1, 2021**

Please read the follow document carefully and ask for clarification of any points that you do not understand.

This Agreement is made on the date specified on the Rental Agreement between Travellers Autobarn Inc. and the Renter identified on the Rental Agreement for the rental of the Vehicle listed on the Rental Agreement. Travellers Autobarn Inc. and the Renter agree as follows:

### **1 Definitions**

**"Additional Mandatory Charges"** means separately stated charges that we require you to pay to hire or lease the Vehicle for the period of time to which the rental rate applies, and which are imposed by a governmental entity and specifically relate to the operation of a rental vehicle business. Additional Mandatory Charges include a customer facility charge, airport concession fee, tourism commission assessment, vehicle license recovery fee, or other government imposed taxes or fees. **"Agreement"** means Part A of the Rental Agreement, the Condition Report, these Terms and Conditions and all written addenda. **"Authorized Driver"** means a driver authorized to use the Vehicle as more specifically defined in Paragraph 8 below. **"Charges"** means the fees and charges that are incurred under this Agreement. **"Loss of Use" means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees. "Rental Period"** means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. **"Renter"** means the person or persons identified as the renter on the Rental Agreement. **"Travellers Autobarn"** means Travellers Autobarn Inc. **"Vehicle"** means the vehicle identified in the Rental Agreement as well as any replacement vehicle and includes all equipment, accessories, tires, tools or any additional rent items. **"We"** means Travellers Autobarn and **"our"** has a corresponding meaning. **"You"** means the Renter, all authorized drivers and any person whose credit card is presented for payment or who is otherwise responsible for any payment associated with the rental, and **"your"** has a corresponding meaning.

### **2 Rental, Vehicle Condition, Pick-up and Drop-off**

- 2.1** Your use of the Vehicle is a contract for rental of that Vehicle. You may not transfer or assign your rights in this Agreement or your right to use the Vehicle.
- 2.2** You acknowledge that the Vehicle is delivered to you in good operating condition. You agree to return the Vehicle in the same condition (except for ordinary wear and tear) together with all tools, tires, accessories and equipment to the location and on the date specified on the Rental Agreement (or sooner, if demanded by Travellers Autobarn).
- 2.3** Any existing Vehicle damage will be marked on the Condition Report completed at the time you rent the Vehicle. Vehicle pick-ups are available anytime between 9:00 am and 4:00 pm Monday to Saturday. Vehicle returns ("**Drop Offs**") must be before 3:00 pm Monday to Saturday. Our rental offices are closed on Sundays and federal/state holidays. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of it until we inspect it upon our next opening for business. All Charges may continue to accrue until the return location opens for business.
- 2.4** **You will not receive a refund for late pick up or early return of a Vehicle.** A credit voucher for the unused days in excess of 14 days may be issued if a request for an early return credit voucher has been approved by Travellers Autobarn in writing before you return the Vehicle. The value is calculated using the daily rate, (and any other applicable fees) which will be adjusted based on the new Drop-Off date. The adjusted daily rate may be higher than the originally booked daily rate. No credit is provided for optional extras or chosen insurance options. A \$100 admin fee applies. The credit voucher can be applied to any new reservations made directly with Travellers Autobarn by the original Renter, and subject to the then-current Terms and Conditions. You should evaluate your existing insurance or other coverage or consider the purchase of travel insurance to protect against the risk that you may need to pick-up a Vehicle later or return it earlier than expected.
- 2.5** A 59-minute "Grace Period" after the return time stated on the Rental Agreement applies to all rentals. If the Vehicle is not returned within the Grace Period, a \$250 late fee applies. Vehicles overdue may also incur an additional \$250 fee per day and be reported to the police as stolen (to the extent permitted by law).
- 2.6** To the fullest extent permitted by law, Travellers Autobarn may take possession of the Vehicle without prior demand and at your expense if it is illegally parked, used in violation of any applicable law, any term of this Agreement is breached, or if the Vehicle has been abandoned.

**For rentals commencing in California: Warning: California Vehicle Code Section 10855 provides the following:**

**"Whenever any person who has leased or rented a vehicle wilfully and intentionally fails to return the vehicle to its owner within 5 days after the lease or rental agreement has expired, that person shall be presumed to have embezzled the vehicle."**

**For rentals commencing in Nevada: If the Vehicle is not returned on the date and time indicated on this Agreement, We reserve the right to report the vehicle stolen to the appropriate authorities.**

### **3 Rental Extensions; Change of Drop off Location; and Amendments**

- 3.1** If you wish to extend the rental while the Vehicle is on rent, you must first obtain written authorization from Travellers Autobarn's Central Reservations. A casual conversation on the topic with a Travellers Autobarn staff branch member does not constitute authorization. **Your requested extension will be subject to availability and is not authorized until: (a) we have expressly approved and confirmed the new return date in writing; and (b) you have paid all fees related to the extension (including change fees and relocation fees, if applicable) in full.** You understand that your request for an extension may be rejected if you contact us a day or two before the scheduled Drop Off date due to future bookings of your Vehicle. Please communicate all extension requests by calling Central Reservations on the **1-800-469-4790 Customer Assistance Line** at the earliest possible opportunity as all requests are subject to availability.
- 3.2** Any change of return location must be authorized in writing by Travellers Autobarn Central Reservations and depends solely on future bookings and availability. The change of Drop Off location is not approved and confirmed until after the change of location fee has been accepted, paid, and you have received written confirmation of our approval. Please note; a casual conversation with a Travellers Autobarn staff member does not constitute authorization. An approved change of location may attract a fee to a maximum of \$500. Please communicate all change of Drop off location requests by calling Central Reservations on the **1-800-469-4790 Customer Assistance Line** at the earliest possible opportunity as all requests are subject to availability.

- 3.3** If we agree to make changes to the Pick-up or Drop-Off dates or locations, the following additional fees may apply:
- 3.3.1** No refunds will be given for any booking amendments to the rental dates within 28 days of collection (if the length of rent is shortened) and the rental will be charged at the number of days originally booked. A relocation fee may apply if the collection or return location is amended within 28 days of Vehicle pick up.
  - 3.3.2** A \$25 change of booking fee applies for any changes to your booking that are made within 28 days of the date of pick-up or during the Rental Period. No fees apply for any changes that are made more than 28 days before the scheduled pick-up date. The cancellation fee applies to the original pick-up date. When a pick-up date will be changed our standard cancellation policies no longer apply. No refund will be offered to the new pick-up date in case of a cancellation of the new booking.
  - 3.3.3** You are responsible for all costs that we incur due to unauthorized change/s of location Drop-Off, including the cost of returning the Vehicle to its intended location plus our lost rental fees due to the Vehicle being unavailable for subsequent rent at the agreed-upon Drop Off location.

#### **4 Rental Duration, Miles and One-Way Fees**

- 4.1** For all Vehicles, the first day of the Rental Period is the day of pick up, regardless of the time, and the day the Vehicle is returned is counted as the final day also regardless of the time.
- 4.2** The minimum Rental Period is between 3 to 10 days for all Vehicles (same-city return and one-way rentals) depending on the season when your rental occurs. These may change at any time.
- 4.3** A one-way fee may apply; this fee may vary according to location, seasonality and length of booking.
- 4.4** All Vehicles have unlimited miles included in the base rental rate.
- 4.5** Rates are in United State Dollars

#### **5 Multiple Rentals**

Consecutive rentals can be combined to qualify for a long term discount rate provided that travel is within a three month period. If drop off of a Vehicle and pick up of a new Vehicle occurs on the same day, each Vehicle will be subject to a separate rental agreement and will be considered as separate and distinct rentals. Multiple rentals are treated as separate rentals under the one way fee and minimum rental period conditions.

#### **6 Change of Vehicle**

- 6.1** We reserve the right to substitute a comparable or superior Vehicle at no extra cost where unforeseen circumstances dictate. Doing so will not constitute a breach of this Agreement and does not entitle the Renter to any refund or other compensation.
- 6.2** If you decide to downgrade the Vehicle from the vehicle that you originally booked, you will not receive a refund or any other compensation.

#### **7 Rental Refusal**

- 7.1** Travellers Autobarn reserves the right to refuse any rental at our discretion.

#### **8 Authorized Drivers**

- 8.1** "Authorized Driver" means the Renter; each additional driver ("Additional Driver") who is listed by us on and who has signed your Rental Agreement; and any additional person meeting the definition of "Authorized Driver" under applicable law. Authorized Drivers are the only persons permitted to drive the Vehicle and must meet all of the following conditions:
  - 8.1.1** Hold a valid full driver's license (state, national or international) for the class of vehicle rented, which must be presented at the time of rental.
  - 8.1.2** Present a valid international driver's permit ("IDP") if the driver's license is not written in English. An accredited English translation will be accepted in lieu of an IDP.
  - 8.1.3** Be at least 21 years old.
  - 8.1.4** Except as otherwise required under applicable law, all additional drivers must be identified on the Rental Agreement and must sign the Rental Agreement in person at a Travellers Autobarn branch.

#### **9 Prohibited Use of the Vehicle**

- 9.1 The Vehicle may not be driven by the following persons:**
  - 9.1.1 Any person other than an Authorized Driver;**
  - 9.1.2 A person who is not licensed for that class of Vehicle;**
  - 9.1.3 A person whose blood alcohol concentration exceeds the lawful percentage or is under the influence of prescription, non-prescription or illegal drugs or controlled substances;**
  - 9.1.4 A person who has given or for whom you have given a false name, age, address or driver's license details or other false or fraudulent information;**
  - 9.1.5 A person using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode;**
- 9.2 The Vehicle must not be used**
  - 9.2.1 To carry persons for or property for hire;**
  - 9.2.2 To carry inflammable, explosive or corrosive materials;**
  - 9.2.3 To drive through any tunnel or area restricting propane tanks;**
  - 9.2.4 To propel or tow any vehicle, trailer, boat or other object, unless Travellers Autobarn has authorized such use in writing;**
  - 9.2.5 To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed;**
  - 9.2.6 For driver training, racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes;**
  - 9.2.7 In a dangerous, careless, willful, wanton or reckless manner;**
  - 9.2.8 Used in connection with any conduct that could properly be charged as a felony;**
  - 9.2.9 In violation of any federal, state, provincial, or local law, rules or regulations;**
  - 9.2.10 With contaminated fuel or fuel that does not meet the manufacturer's specifications or recommendations;**
  - 9.2.11 By any person to lie or stand on the Vehicle roof, hood, or trunk;**
  - 9.2.12 Outside of the United States and Canada.**

- 9.3 The Renter acknowledges that Travellers Autobarn retains title to the Vehicle at all times. The Renter shall not agree, attempt, offer or purport to sell, assign, sublease, lend, pledge, mortgage, rent or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.**
- 9.4 Smoking or vaping in the Vehicle and/or use of candles or mosquito coils are also prohibited.**
- 9.5 Pets are not allowed in any vehicle. Renter is fully responsible for all damages and a minimum fee of \$250.00 for cleaning/deodorizing applies.**
- 9.6 Each use described in Paragraphs 9.1 through 9.5 is a "Prohibited Use" of the Vehicle and constitutes a material breach of this Agreement.**

#### **10 GPS Units & Tablets**

- 10.1** GPS units and tablets that we may offer for rent are subject to availability, rented AS IS, and must be returned at the end of the Rental Period in the same condition as when rented. GPS units and tablets must be inspected and installed by you, and you must follow manufacturer instructions for any GPS units or tablets that you rent.
- 10.2** A fee of \$7 per day applies for the rent of a GPS unit. Fees are payable up to a maximum of 20 days, thereafter no fees apply (maximum \$140).
- 10.3** A fee of \$10 per day applies for the rent of a Tablet. Fees are payable up to a maximum of 20 days, thereafter no fees apply (maximum \$200).
- 10.4** The Renter will be liable up to a maximum charge of \$250 should the GPS unit or tablet, mount, charger or carrying case be lost, missing or damaged during the rental. The Renter must also ensure due care is taken with the GPS unit or tablet by keeping it protected and out of sight while the Vehicle is unattended. The Renter must also follow all usage and safety guidelines provided by the manufacturer of the GPS unit or tablet and Travellers Autobarn.
- 10.5** Travellers Autobarn is not responsible for any harm, damage, loss (including consequential loss) that occurs as a result of your use of the GPS unit or tablet.

#### **11 Living & Camping Kits**

For your convenience, we may also offer for rent the following optional "living and camping kits"(such as bedding, cooking equipment, eating utensils, bath and tea towels).

**11.1** 2 & 3 berth campervans for an optional fee of \$45

**11.2** 4 berth campervans for an optional fee of \$75. 4 berth campervans can have equipment for a 5<sup>th</sup> person added for an additional cost of \$25.

**11.3** Station-wagons may include camping equipment (including tent, cooker, cooler, and table and chairs), suitable for 2 persons for an optional fee of \$45. Extra kits for Station-wagons are available on request for a further fee of \$45. Camping equipment can only be removed from Station-wagons on request.

#### **12 Travellers Autobarn Road Trip App, Maps and Campground Guides**

For the ultimate Road Trip guide, a Travellers Autobarn booklet will be provided with each vehicle. These materials are provided for your convenience and information only, and Travellers Autobarn does not represent, guaranty or warrant the accuracy of these materials.

#### **13 Child Restraint Systems**

We may offer for rent child restraint systems, including infant seats and booster seats, for an additional fee of \$45 [per rental]. **Infant seats may be used in Station-wagons and Hi5 Campervans ONLY (babies must be six months or older to ride in Hi5 Campervans). Baby seats cannot be fitted into ANY other campervan class.** The fitting and installation of all child restraint systems remains the responsibility of the Renter and you acknowledge that Travellers Autobarn gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle. You agree to comply with each State's applicable child restraint law. See <https://www.travellers-autobarnrv.com/child-restraint-systems> for additional information.

**For Rentals Commencing in California: CALIFORNIA LAW REQUIRES ALL CHILDREN UNDER 8 YEARS OF AGE TO BE TRANSPORTED IN THE REAR SEAT OF THE VEHICLE IN A CHILD RESTRAINT SYSTEM. THIS AGENCY IS REQUIRED TO PROVIDE FOR RENTAL OF A CHILD RESTRAINT SYSTEM IF YOU DO NOT HAVE A CHILD RESTRAINT SYSTEM YOURSELF.**

**For Rentals Commencing in Nevada: The driver of the rented Vehicle and any passenger over six years of age (or weighing over 60 pounds) who rides in the front or back seat of a passenger car must wear a seat belt if one is available for his seating position.**

#### **14 Propane Bottle**

The Renter acknowledges having received the Vehicle Propane Bottle full of propane (if applicable) and will return the Vehicle with a full Propane Bottle. If the Propane Bottle is not full on return a \$50 refill fee will be charged, unless you purchase a prepaid Propane option.

#### **15 Cleaning Fee**

All Vehicles must be returned washed, vacuum, and uncluttered. Alternatively, you can elect to waive the requirement to return the vehicle washed, vacuumed, and uncluttered for a \$100 "Cleaning Fee", payable at anytime. Even if you pay the optional Cleaning Fee, if the Vehicle is returned excessively dirty or cluttered (as determined by Travellers Autobarn), an extra cleaning fee of at least \$200 will apply.

#### **16 Down Payment and Payment Cards**

**16.1** For direct bookings, a minimum down payment of \$200 of the total rental charge is required when making a reservation to secure your booking. Bookings are not confirmed until the down payment is received.

**16.2** The full balance due for the Rental Period is payable upon pick up of the Vehicle. Payment can be made by cash, debit or credit card. **We will process refunds within 7 days after the completion of your rental (after we have performed a final audit). Your payment card issuer's rules will apply to crediting your account for any excess, which may not be immediately released by your card issuer.**

**16.3** We accept Visa, MasterCard and American Express, which will incur an additional non-refundable 3% payment administration fee on any transaction.

**16.4** Travellers Autobarn is entitled to retain the Renter's credit card details in accordance with the Payment Card Industry – Data Security Standard and applicable law and take any action necessary to recover from the Renter's credit card for all Charges, including for, tolls, violations and all additional fees and charges described in this Agreement.

**16.5 All charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

**17 Financial Obligations and Payment of Charges**

- 17.1** You are responsible for, and by entering into this Agreement, you authorize, Travellers Autobarn to process your payment card (and you will pay on demand any balance), all Charges, including:
- 17.1.1** All rental charges and fees specified in this Agreement.
  - 17.1.2** All Additional Mandatory Fees.
  - 17.1.3** Charges and fees for optional products and services that you purchase.
  - 17.1.4** All charges claimed from Travellers Autobarn in respect of tolls or parking or any other traffic violations incurred during the Rental Period.
  - 17.1.5** All loss or damage referred to in Paragraph 24.4.
- 17.2** Where the Rental Agreement is comprised of more than one Renter or other Authorized Driver, all Renters and Authorized Drivers are jointly and severally responsible under this Agreement.

**18 Traffic Violations and Tolls**

- 18.1 You are responsible for paying charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period.**
- 18.2** If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we or a third-party processing firm of our choice ("**Processor**") may, in our discretion and without prior notification to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the charging authority, and you may not be able to challenge the validity of the Toll or Violation before the charging authority. If we or the Processor elect to pay a Toll or Violation directly, we will charge you the face value of the Toll or Violation and taxes plus a non-refundable processing fee of up to \$50 for each notification.
- 18.3** We or the Processor may, in our sole discretion, transfer liability for any Toll or Violation assessed against the Vehicle during the Rental Period to you personally. If liability is transferred to you, we or the Processor will charge you an administrative fee of up to \$50 per Toll or Violation.
- 18.4** The Renter authorizes Travellers Autobarn or the Processor to charge the processing fee to the payment card you supplied at the time of rental.
- 18.5** The Renter authorizes Travellers Autobarn to charge the Credit Card supplied at the time of rental for any speeding, toll way or parking fines if we are unable to transfer liability to you.
- 18.6** You agree that we may give your credit card and any other relevant personal information related to the rental of the Vehicle to a third party Processor and/or relevant authority for the purposes of contacting you directly regarding processing, payment and administration for all tolls and violations received by Travellers Autobarn in connection with your use of the Vehicle.
- 18.7 Certain toll roads do not accept cash.** To avoid toll violations and associated fines, fees, and taxes (and our processing fees), you must pay all tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.

**By initialing here, you acknowledge that you have read, understood and agree to this paragraph  
Renter's Initials X\_\_\_\_\_**

**19 Travel Restrictions**

- 19.1** Vehicles may only be driven on paved roads or well-maintained access roads less than 500 yards long to recognized campgrounds and parking areas. To the extent permitted by law, travel on unpaved roads voids any liability reduction options and insurance coverage under paragraph 24 of this Agreement and renders the Renter liable for the total cost of Damage that is caused or contributed to by reason of travelling, or having travelled, on unpaved roads.
- 19.2** Travellers Autobarn reserves the right at its discretion to restrict Vehicle movements in certain areas due to adverse road or weather conditions.
- 19.3** All Travellers Autobarn vehicles are strictly prohibited from travelling to Mexico, there is no insurance coverage in Mexico.
- 19.4** Vehicles are **not permitted** in Death Valley between May 1<sup>st</sup> and September 30<sup>th</sup>.
- 19.5** Vehicles are **not permitted** at Burning Man.
- 19.6** Unauthorized travel may void insurance coverage, as well as any optional collision damage waiver or other protection that you purchase.

**By initialing here, you acknowledge that you have read, understood and agree to this paragraph  
Renter's Initials X\_\_\_\_\_**

**20 Customer Care and On-Road Assistance**

- 20.1 24 Hour Roadside Assistance service** is provided, if the Vehicle requires Roadside Assistance please call us on **1-800-469-4790 Customer Assistance Line.**
- 20.2 Roadside Assistance Call-Outs** due to the Renter's error or non-mechanical issues such as running out of gas, flat tire, dead battery resulting from leaving lights/engine on, keys locked in Vehicle, or getting stuck in the mud, etc, will result in a charge to the Renter payable directly to the Roadside Assistance, note this fee is not refundable to the Renter by Travellers Autobarn.
- 20.3 TRAVELLERS AUTOBARN ON-ROAD ASSISTANCE.** Travellers Autobarn provides a **1-800-469-4790 Customer Assistance Line**, if you have any questions during your rental.
- 20.4 TRAVELLERS AUTOBARN CUSTOMER ASSISTANCE** service operates 09:00 to 20:00 Monday to Saturday and 10:30 to 15:00 on Sundays and Public Holidays (Pacific Standard Time and Pacific Daylight Time).
- 20.5 WEEKEND & HOLIDAY LIMITED SERVICE** - The Travellers Autobarn CUSTOMER ASSISTANCE TELEPHONE LINE is offered as a courtesy to Renters who may find themselves in desperate need of our support. On weekends, most support services such as mechanical garages, etc are closed and therefore limited help is available, in any case.
- 20.6 Please restrict weekend calls to the CUSTOMER ASSISTANCE LINE to ROADSIDE ASSISTANCE CALLS ONLY.**
- 20.7** If your call relates to servicing, administration, extensions, accounts enquiries or minor mechanical issues please call Monday to Friday 09:00 to 17:00.
- 20.8 Travellers Autobarn does not provide a general 24/7 customer assistance line.**



## 22 Repairs and Mechanical Breakdowns

- 22.1** Travellers Autobarn Vehicles are maintained and serviced to a high standard, however this does not prevent the occasional mechanical malfunction. You may make minor repairs of a mechanical nature that cost less than \$100 without our prior authorization, and we will reimburse you upon completion of the rental if produce the invoices for the repairs.
- 22.2** If you experience any problems, even minor, you must call **1-800-469-4790 Customer Assistance Line** for further assistance and advice. For amounts over \$100, Travellers Autobarn must be informed and our written approval must be sought and obtained before undertaking repairs. We will usually approve repairs provided the Renter was not directly responsible for the damage but reserve the right to approve or decline repairs on a case by case basis. Repair invoices must be submitted, or the claim will not be paid.
- 22.3** If the Vehicle is not able to be driven as a result of the defect or breakdown, Travellers Autobarn's liability is limited to refunding You the rental fees (excluding any liability option reduction amount) for the time that the Vehicle was actually in repair or providing a replacement vehicle subject to availability. Travellers Autobarn may grant an extension to the Rental Period in lieu of providing a refund. Travellers Autobarn will not be responsible for the costs of alternative accommodation, travel costs (including travelling to the location designated by Travellers Autobarn to pick up a replacement vehicle), food, or any other cost or expense resulting from the breakdown, accident or repair of the Vehicle.
- 22.4** You acknowledge that if you do have an issue with your Vehicle, resolution of the problem may be complicated and delayed if breakdown, malfunction, or other incident occurs during the weekend (3 PM Friday through 9 AM Monday) or on public holidays and/or occurs in a remote location, and you agree to release Travellers Autobarn from any claims that may arise due to the timing or location of the issue. **To help avoid delays caused by timing and location, we encourage you to monitor the Vehicle, check fluids, etc. continuously, and to the extent possible, have any mechanical or other issues addressed before the start of a weekend and/or before traveling into a remote area.**
- 22.5** Our responsibility to provide a rental extension or refund of rental fees is conditioned on any problems associated with the Vehicle, including equipment failure, being reported to Travellers Autobarn as soon as possible and within 24 hours of discovery of the problem in order to give Travellers Autobarn the opportunity to correct the problem.
- 22.6** Malfunctions of stereo systems, cabin lights, air-conditioning, fridges, microwaves, sink water pumps, and other Vehicle features that do not affect Vehicle operability, are not considered mechanical breakdowns, and Traveller's Autobarn will not refund rental fees or provide a rental extension or be responsible for any other payment to you because of any downtime of these systems and features.

## 23 Gasoline, Fluids and Tires

- 23.1** For your convenience the fuel tank is full on pick up and should be returned full by the Renter. The charge for refueling is the current per-gallon cost in the local area surrounding the return location at the time of refueling plus a refueling fee of \$50. This covers the additional labor time taken to refill the Vehicle.

### 23.2 IMPORTANT – OIL & WATER LEVELS

The Renter is responsible to check, at least daily, and to maintain all fluid levels and immediately to rectify and report to Travellers Autobarn by calling the **1-800-469-4790 Customer Assistance Line** any defect of which you become aware, however slight. Topping up a Vehicle that is losing cooling liquid is not rectifying the problem. Rectification means a fit and proper diagnosis and repair. Travellers Autobarn cannot stress enough your responsibility in this regard. Continued operation of the Vehicle after a defect has occurred may lead to serious consequential damage to the engine; and may void any optional collision damage waiver or other optional protection that you purchase (to the extent permitted by law).

**By initialing here, you acknowledge that you have read, understood and agree to this paragraph**  
**Renter's Initials X\_\_\_\_\_**

### 23.3 IMPORTANT – Tires

You are responsible for checking, at least daily, the condition of the Vehicle's tires, including tread depth, uneven wear, and any visible damage, and must immediately report to Travellers Autobarn, by calling the **1-800-469-4790 Customer Assistance Line**, any defect of which you become aware of. Travellers Autobarn cannot stress enough your responsibility in this regard. Continued operation of the Vehicle after a defect has occurred may lead to serious injury or consequential damage to the Vehicle; and may void any optional collision damage waiver or other optional protection that you purchase (to the extent permitted by law).

**By initialing here, you acknowledge that you have read, understood and agree to this paragraph**  
**Renter's Initials X\_\_\_\_\_**

### 23.4 IMPORTANT – AVOIDANCE of OVERHEATING

We cannot stress enough the risks of continued driving if your car begins to overheat, or if it has a known cooling system problem of any kind. If your temperature gauge moves in a direction that is a departure from normal, stop immediately, investigate and call Travellers Autobarn on **1-800-469-4790 Customer Assistance Line**. Do NOT wait for it to cool and drive again as you may cause further catastrophic damage to your engine, for which you WILL be liable. Driving with an inoperative or malfunctioning temperature gauge may lead to consequential damage to the Vehicle; and may void any optional collision damage waiver or other optional protection that you purchase (to the extent permitted by law).

**By initialing here, you acknowledge that you have read, understood and agree to this paragraph**  
**Renter's Initials X\_\_\_\_\_**

### 23.5 IMPORTANT – WATER CROSSING & CHARGES

Do not drive across flooded roadways. Any damage caused as a result of driving or immersing the Vehicle in water and may void any optional collision damage waiver or other optional protection that you purchase (to the extent permitted by law).

**By initialing here, you acknowledge that you have read, understood and agree to this paragraph**  
**Renter's Initials X\_\_\_\_\_**

## **24 Accidents, Responsibility for Damage to the Vehicle, Insurance, Optional Protection Products**

**24.1** In the event of an accident You must:

- 24.1.1** Record the location, date and time of the accident;
- 24.1.2** Record the names, addresses and vehicle registrations of third parties and any witnesses;
- 24.1.3** Record the name of the other party's insurance company;
- 24.1.4** Not accept blame or liability or insist the other party is at fault;
- 24.1.5** Report the accident to the police within 24 hours after the accident;
- 24.1.6** Notify Travellers Autobarn within 24 hours after the accident; and
- 24.1.7** Complete the Travellers Autobarn Accident Form

**24.2** In the event of an accident where the Vehicle is no longer operational, it will be at the discretion of Travellers Autobarn whether any alternative Vehicle will be supplied.

**24.3** In the event of an accident, where the Vehicle is no longer operational and no alternative Vehicle is available to the Renter, our liability is limited to a refund of the remaining unused rental charges.

**24.4** Your responsibility for damage to or loss or theft of the Vehicle is subject to the following state-specific terms:

**24.4.1 RESPONSIBILITY FOR DAMAGE OR LOSS FOR RENTALS COMMENCING IN CALIFORNIA:** You are responsible for all damage to or loss of the Vehicle caused by collision, regardless of fault. **Subject to limits of California law, your responsibility includes: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle less salvage; (ii) if we determine that the Vehicle is repairable, the actual or estimated cost of the repairs performed; (b) an administrative fee; and (c) our actual charges for towing, storage, and impound. You are responsible for loss due to theft of the Vehicle and damage caused by vandalism that occurs in connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500.** You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.

**24.4.2 RESPONSIBILITY FOR DAMAGE OR LOSS FOR RENTALS COMMENCING IN NEVADA:** Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: **(a)** mechanical damage to the Vehicle resulting from your deliberate or negligent act or omission, and all physical damage to the Vehicle regardless of cause, measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle; (ii) if we determine that the Vehicle is repairable, the reasonable estimated retail value or actual cost of repair (up to the fair market value); **(b)** Loss of Use, which is measured by multiplying your daily rental rate, excluding optional charges, by either the actual or estimated number of days from the date the Vehicle is damaged until it is ready to return the Vehicle to service, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. **Loss of Use shall be payable regardless of fleet utilization;** **(c)** a reasonable administrative fee as permitted by Nevada Revised Statutes §§ 482.3154 and 482.31535; **(d)** our actual towing, storage, and impound charges; and **(e)** all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. Your responsibility for physical damage to the Vehicle and Loss of Use resulting from vandalism not related to theft of the Vehicle and not caused by an Authorized Driver will not exceed \$2,500. You are not responsible for loss or damage to the Vehicle resulting from theft or vandalism related to the theft if you have possession of the ignition key or you establish that the ignition key was not in the Vehicle at the time of the theft; you file an official report of the theft with the police within 24 hours of learning of the theft and you cooperate with us and the police in providing information regarding the theft; and neither you nor an Authorized Driver committed or aided in the commission of the theft. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents or incidents of theft and vandalism to us and the police upon discovery.

### **24.5 Automobile Insurance**

You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide primary motor vehicle liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. We provide an insurance policy ("**Policy**") with the following coverage: **(a)** Bodily injury ("**BI**") and property damage ("**PD**") liability coverage with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss; **(b)** Personal injury protection ("**PIP**"), no-fault, or similar coverage where required, which is limited to \$2,000 or the minimum amount required by the law of the state whose laws apply to the loss—whichever is higher; and **(c)** Uninsured/underinsured ("**UM**"/"**UIM**") coverage where required up to the minimum amounts required by the laws of the state whose laws apply to the loss. **The Policy is excess to any other**

valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You must: (x) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (y) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy may be void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report. **The Vehicle may not be taken to Mexico under any circumstances.**

#### **24.6 Collision Damage Waiver (CDW)**

If you purchase CDW, we will waive our right to hold you financially responsible for damage to or loss of the Vehicle. **CDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. CDW does not apply to Optional Equipment we rent to you for use in the Vehicle. Our CDW is subject to the following additional state-specific conditions:**

**FOR RENTALS COMMENCING IN CALIFORNIA: You are responsible for all collision damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the rental may cover all or part of your financial responsibility for damage to, or loss of, the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of deductible, if any, for which you may be liable. If you use a credit card that provides coverage for your responsibility for damage to, or loss of, the Vehicle, you should check with the issuer to determine whether or not you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible for damage to or loss or theft of the Vehicle if you buy CDW. But, CDW will not protect you if: (a) you provided fraudulent information to us or if you provided false information to us and we would not have rented the Vehicle had we received true information; (b) damage to or loss of the Vehicle results from: (i) your intentional, wilful, wanton, or reckless conduct; (ii) operation of the Vehicle under the influence of drugs or alcohol in violation of § 23152 of the California Vehicle Code; or (iii) towing or pushing anything, or operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (c) damage to or loss of the Vehicle occurs while the Vehicle is: (i) used for commercial hire; (ii) used in connection with conduct that could be properly charged as a felony, or involved in a speed test, contest, or driver training activity; (iii) operated by a person other than an Authorized Driver; or, (iv) operated outside the United States. Collision Damage Waiver may cost \$10 per each full or partial 24-hour rental day, as further described on the Rental Agreement. Purchase of a CDW is optional and is not required in order to rent the vehicle.**

**FOR RENTALS COMMENCING IN NEVADA: Your CDW will be invalidated, and we will not waive our right to hold you financially responsible for loss or damage related to the Vehicle, Loss of Use, and charges for storage, impound, towing or administration, if an Authorized Driver provided fraudulent information to us or provided false information and we would not have rented the Vehicle had we received true information, if the Vehicle is operated by a person other than an Authorized Driver, or if damage or loss to the Vehicle (a) results from an Authorized Driver's: (i) intentional, wilful, wanton, or reckless conduct; (ii) operation of the Vehicle while intoxicated in violation of Nevada Revised Statutes 484C.110; or (iii) use of the Vehicle to push or tow anything, or on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (b) occurs when the Vehicle is: (i) used for hire, involved in a speed test, speed contest, or driver training activity; (ii) used in connection with conduct that constitutes a felony; or (iii) operated outside the United States or outside of the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless this Agreement expressly provides that the Vehicle may be operated in other locations. In addition, CDW may be invalidated if damage or loss results from the theft of the Vehicle by an Authorized Driver or a person aided or abetted by an Authorized Driver (the Authorized Driver is presumed not to have committed or to have aided and abetted in the theft if the renter has possession of the ignition key or establishes that the ignition key furnished by us was not in the Vehicle at the time of the theft; files an official report of the theft with an appropriate law enforcement agency within 24 hours of learning of the theft; and, cooperates with us and the law enforcement agency in providing information concerning the theft).**



#### **24.8 Supplemental Liability Insurance (SLI)**

SLI is optional protection that provides supplemental third-party liability insurance in an amount between state-required minimum financial responsibility limits and \$500,000 for the Renter and any authorized driver. If you choose to accept SLI, you do so in accordance with the brochure, a copy of which you acknowledged has been received by you, and the master policy is available for review from the rental counter. The cost of SLI is outlined on the Rental Agreement. There are exclusions which are outlined in this Agreement. **See Master policy for full details, copies of which are available on request from the Rental Counter at the time of pickup**

**Special notice for rentals commencing in California: The purchase of optional insurance products is not required to rent the Vehicle. Optional insurance products that we sell may provide coverage that duplicates coverage provided by your personal automobile liability policy or by another source of coverage. We are not qualified to evaluate the extent of your existing auto liability coverage. Optional insurance products are provided under individual policies issued to you, or issued to you under a group or master policy issued to us by an insurer authorized to transact the applicable insurance business in the State of California. California Department of Insurance License Number: 0M75780. The California Department of Insurance maintains a toll-free consumer hotline at 1.800.927.4357 (HELP).**

**By initialing here, you acknowledge that you have read, understood and agree to this paragraph**  
**Renter's Initials X\_\_\_\_\_**

#### **25 General Provisions**

- 25.1** Except as provided by law no driver or passenger in the Vehicle shall be or deemed to be the agent, servant or employee of Travellers Autobarn in any manner for any purpose whatsoever.
- 25.2** No right of Travellers Autobarn under this Agreement may be waived except in writing by an officer of Travellers Autobarn. No waiver of a party's rights is effective unless given by that party in writing, and any waiver is only effective in the specific instance and for the purpose of the waiver and no failure on the part of a party to exercise any right under this Agreement will operate as a waiver. No single or partial exercise of any right under this Agreement will preclude any other or further exercise of that right or the exercise of any other right.
- 25.3** This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreement between the parties relating to the subject matter of this Agreement that have been relied upon by the Renter.
- 25.4** The illegality, invalidity or unenforceability at any time of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.
- 25.5** All charges and expenses payable by the Renter under this Agreement are due on demand by Travellers Autobarn including any collections costs and reasonable legal fees incurred by Travellers Autobarn.
- 25.6** The Renter must not assign or novate this Agreement or any rights or obligations under this Agreement without the written consent of Travellers Autobarn. The Renter authorizes Travellers Autobarn to sub-contract the provision of any of the services under this Agreement as Travellers Autobarn may require in its absolute discretion from time to time.

#### **26 Relocation Conditions**

A 'relocation' is a necessary vehicle movement between Travellers Autobarn branches to meet the needs of full fee-paying reservations. If necessary Travellers Autobarn will offer a 'relocation' Vehicle at a heavily discounted rate, but will do so over the strictest of short periods such as to cover the transport needs of the Vehicle movement. Should you wish to travel for longer periods or desire more freedom with your Vehicle, we highly recommend you inquire about Travellers Autobarn's very competitive rental rates.

- 26.1** The rental of relocation Vehicles is subject to the standard Terms & Conditions of Travellers Autobarn.
- 26.2** Relocations must be delivered in the set days we outline and may be offered from as little as \$1.00 per day.
- 26.3** Relocations can only be collected on a weekday after 1PM on the day of pick-up. No relocations are available for Saturdays.
- 26.4** A minimum \$200 cancellation fee applies for any confirmed relocation bookings which are cancelled or if the Vehicle is not collected on the date agreed.
- 26.5** Any late deliveries will incur penalties of \$500 per day. There is a reason for the relocation. Usually it is being moved to fulfill a full fare paying reservation.
- 26.6** Any request to extend relocations will be considered subject to availability, and if approved will be charged at the standard daily rental rate from day one. Minimum rental periods may also apply.

#### **27 Limit of Liability and Indemnity**

- 27.1 TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REGARDING THE VEHICLE OR OPTIONAL EQUIPMENT, NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE OR OPTIONAL EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. HOWEVER, NOTHING CONTAINED IN THIS AGREEMENT SHALL EXCLUDE, RESTRICT OR MODIFY ANY EXPRESS OR IMPLIED CONDITIONS, WARRANTIES OR REQUIREMENTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.**
- 27.2** To the fullest extent permitted by law, Travellers Autobarn will have no liability to the Renter for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue or loss of opportunity).
- 27.3** The Renter agrees to defend, indemnify, and hold harmless Travellers Autobarn its employees, agents and contractors from and against all actions, claims, demands, losses, consequential, special or punitive damages, costs, expenses (including, legal costs), or harm incurred by Travellers Autobarn resulting from, or arising out of: (a) this rental and your use of the Vehicle or our repossession of it; or (b) any breach or failure by You in the performance of your obligations under this Agreement.

**27.4** Without limiting any other term of this Agreement, to the extent that Traveller's Autobarn is permitted under any law to limit its liability, the aggregate of Traveller's Autobarn's liability to the Renter is limited to an amount not exceeding the amount paid by the Renter to rent the Vehicle.

**28 Breach of Contract/Termination**

**28.1** The Renter agrees that Travellers Autobarn shall have the right to refuse any rental and/or terminate this Agreement and, to the extent permitted by law, take immediate possession of the Vehicle without notification to the Renter if:

**28.1.1** The Renter fails to comply with Paragraph 9 or any of the other material terms and conditions of this Agreement;

**28.1.2** The Renter has obtained the Vehicle through fraud or misrepresentation;

**28.1.3** If the Vehicle is damaged; or

**28.1.4** In the reasonable opinion of Travellers Autobarn and/or the police, the driver of the Vehicle does not have sufficient skill or experience to operate the Vehicle in a safe manner or the safety of the passengers or the Vehicle is at risk.

**28.2** In such an event the Renter will: (a) not be entitled to any refund the rental charges whatsoever; and (b) be responsible for the payment of any towing costs to return the Vehicle to the agreed return location. You indemnify Travellers Autobarn, its employees and agents to the extent permitted by law from claims from any person resulting from entry into any third-party property to repossess the Vehicle. The termination of rent under this Paragraph 28 shall be without prejudice to any rights of Travellers Autobarn or the Renter under this Agreement or otherwise at law.

**29 Privacy**

Travellers Autobarn will collect personal information about the Renter as part of the rental process and the Renter acknowledges that Travellers Autobarn may not be able to perform this Agreement if all the information requested is not provided. Any information collected will be handled in accordance with the Travellers Autobarn Privacy Policy, please visit [www.travellers-autobarnrv.com/privacy-policy](http://www.travellers-autobarnrv.com/privacy-policy).

**30 Telematics Notice**

The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system ("Telematics Systems"), and/or an event data recorder (EDR). **You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law.** This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil level, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements that we may deem necessary. To the extent permitted by law, we may disable the Vehicle when we deem necessary, including if you breach this Agreement. You understand that Telematics Systems use cellular and other wireless technology, and that you should have no expectation of privacy related to your use of this Vehicle. You agree to inform all drivers and passengers of the Vehicle of the terms of this paragraph, and that you have authorized release of information collected by Telematics Systems or EDR. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. To the extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

**31 Personal Property**

To the extent permitted by law, You waive all claims against us, our agents and employees for loss of or damage to the personal property of you or another person, which we received, handled, or stored, or which was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility. The Vehicle may be equipped with infotainment systems that deliver information and entertainment content (such as Bluetooth, navigation systems, music streaming systems). An infotainment system may download your contacts, communications, location or other personal information, and you should wipe all personal information from the Vehicle's systems before returning it.

**32 Dispute Resolution**

If you are dissatisfied with your Travellers Autobarn experience, you may raise a complaint with us. All complaints will be handled in accordance with our Dispute Resolution Process which you can view at [www.travellers-autobarnrv.com/dispute-resolution](http://www.travellers-autobarnrv.com/dispute-resolution).

**33 Renter Warranties**

The Renter warrants that all information supplied by Renter to Travellers Autobarn in connection with this Agreement is true.

**By signing below, you acknowledge that you have read, understood and agree to all of the terms and conditions set forth in this Part B - Rental Agreement Terms and Conditions.**

Signed by Renter 1 \_\_\_\_\_ Print Name 1 \_\_\_\_\_ Dated \_\_\_\_\_

Signed by Renter 2 \_\_\_\_\_ Print Name 2 \_\_\_\_\_ Dated \_\_\_\_\_

Signed by Renter 3 \_\_\_\_\_ Print Name 3 \_\_\_\_\_ Dated \_\_\_\_\_

Signed by Renter 4 \_\_\_\_\_ Print Name 4 \_\_\_\_\_ Dated \_\_\_\_\_

Signed by Renter 5 \_\_\_\_\_ Print Name 5 \_\_\_\_\_ Dated \_\_\_\_\_