



Phone: (623) 980-3495  
Email: sales@azrv.rentals  
Address: 8941 W Fargo Dr. Peoria, AZ 85382

## RV FAMILY ADVENTURES TERMS & CONDITIONS

### TERMS AND CONDITIONS OVERVIEW - READ THIS CAREFULLY

- SPECIFIC TERMS AND CONDITIONS APPLY TO EACH VEHICLE AND OR ITEMS RENTED:** This is not a complete list of all Terms and Conditions. You will be required to sign a respective "TERMS AND CONDITIONS" for each item that is rented, upon pick up or delivery. You may request a complete copy at any time prior by contacting our office at (623) 980-3495.
- BUSINESS HOURS:** Business Hours are Monday- Friday 9am to 5pm Mountain Standard Time. The Rental Department is CLOSED on weekends and national holidays.
- RESERVATION DEPOSIT:** A \$300.00 Reservation Deposit is required on all rentals and due at time of booking. The reservation deposit is applied to your total due at time of pick up. Please note cancellation policy regarding refunds of reservation deposit.
- VEHICLE PICK UP / RETURN TIME:** Pick-up time is between 3pm-6pm for Motorhomes. Early pick-up is available between 7:30am-10am for an additional \$100.00 fee. **DROP OFF TIME:** Drop offs are to be made between 7:30am-10am for Motorhomes on your scheduled return day. **LATE DROP OFF:** Any Motorhome not returned by 10am is considered late, and the reserving party will incur the following Late Charges: A charge equal to 50% of the daily rate will be charged for items returned late, but returned by 6pm on the scheduled return date. Full daily charges will apply beginning at 6pm of the scheduled return date and each day, beginning at 10:00a.m. until Motorhome is returned. If the Vehicle is returned after closing hours, you remain responsible for its safety and any damage to it until we inspect it upon our next opening for business. **You will be in violation of A.R.S 13-1806 if the vehicle is not returned within 72 hours of the date and time the vehicle is due back. If you fail to return the vehicle within 72 hours of the date and time the vehicle is due in, you will be subject to imprisonment of up to 18 months and a fine of up to \$150,000.**
- RENTAL PERIOD:** Most rentals are based on a 24 hour period, by the night. Some items may have a minimum required period (ex: 3 night minimum). Items can be taken for a shorter period, but charges will still be based on minimum required period. Holidays and Special Event minimum periods will vary.
- CONDITION:** All units are delivered clean with a full tank of gas and propane and dump tanks empty. Units are to be returned in same condition or additional charges of a \$150.00 Cleaning Fee and a \$50.00 prep fee will be deducted from the security deposit. Cleaning, dumping, and filling the tanks (except fuel tanks) can be prepaid if desired Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with the same amount of fuel as when rented. Cleaning and Prep Service (except fuel) offered at an additional fee. Contact the office for specific charges and additional services.
- PAYMENT TERMS:** Full Payments of rental charges and all other charges and/or deposits is due on the day of departure; without payment "In Full" the Motorhome(s) and any additional item(s) will not be released to the customer. Reservation Deposit paid in advance. Security Deposit may be paid in advance or day of departure. Local Taxes are due and payable in addition to the rental price on the day of departure. Payments in U.S. currency only. Visa, MasterCard, Discover, American Express and PayPal are currently accepted. Sorry No Cash or Checks.
- SECURITY DEPOSITS:** RV Family Adventures requires a security deposit of \$500.00 for Motorhome(s). (Credit Card only). Credit Card holder must be present at the time of pick-up. Drop off charges and/or any damages incurred will be charged against the credit card authorized for the security deposit, unless alternate arrangements are made prior to rental between renter and RV Family Adventures. Security Deposit is refundable within 5 business days of return of motorhome, providing it is returned in the same working condition as when you received it. RV Family Adventures may use your deposit(s) to pay any



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amounts owed to us under this Agreement.

9. **CANCELLATIONS:** Cancellation made by 8pm. 15 calendar days or more prior to rental date will be entitled to a 100% refund of their \$300.00 reservation deposit or may apply proceeds to a future reservation of their choice; subject to availability. Any cancellations made 14 calendar days or less prior to rental date will forfeit 100% of their \$300.00 reservation deposit, or apply it (1) time to a future reservation within 6 months of cancelled date-subject to availability.

10. **REFUNDS:** No Refunds will be given in the following cases: For any unused days if vehicle is returned prior to the contracted drop off date, For any prepaid miles that are unused, For any unused time if Client arrives late to pick up the RV, or does not show up to pick up, at all for any reason.

11. **INTERNATIONAL TRAVEL:** RV RENTALS ARE NOT ALLOWED OUTSIDE OF THE USA. If evidence is discovered that the Motorhome left the USA, your full security deposit of \$500.00 will be forfeited, plus an additional penalty fee of 500.00 will be charged against the credit card authorized for the security deposit.

12. **DRIVERS LICENSE:** A valid US driver's license is required for each driver at the time of pick-up. An international driver's license is required for foreign customers.

13. **INSURANCE:** We provide primary auto liability insurance that covers bodily injury and property damage with limits no higher than minimum amounts stated in the financial responsibility insurance laws of the states whose laws apply to the loss. Coverage is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by RV Family Adventures LLC., our insurer and/or any investigating departments. Known or unknown use of the Vehicle by an unauthorized driver terminates our insurance coverage and voids any damage loss waivers. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits.

14. **NOT COVERED BY INSURANCE:** There is no comprehensive insurance offered, you are fully responsible for the stated value of the vehicle(s) rented. Renter may purchase a Damage Loss Waiver to alleviate full financial responsibility for the vehicle(s) prior to taking delivery. The cost of the Damage Loss Waiver varies, please ask for more detail. **NEGLIGENT DAMAGE:** Customer assumes unlimited responsibility for Negligent Damage. "Negligent Damage" refers to accidents caused as a result of Driver's negligence and includes but is not limited to: Accidents occurring off public roads, Accidents occurring while backing up or parking without a guide, Damage caused by freezing of the vehicle's systems, Deliberate or willful damage caused by renter or guests, Interior damages caused by renter or guests, Failure to maintain all fluid levels or follow proper operating procedures, Driving under the influence of alcohol, drugs or other controlled substances, Traveling in restricted areas, Overloading the vehicle and exceeding the carrying or tow capacity, Carrying more passengers than having seat belts available, Failure to use specified fuel, Operation by anyone not meeting age restrictions unless approved by RV Family Adventures, Damages and accidents caused during breach of rental contract or use of rented vehicle for illegal activities, Exceeding the vehicles or drivers capabilities, or any operations in a non-prudent manner.

15. **SUPPLEMENTAL INSURANCE (REQUIRED):** If unable to provide an Insurance Binder through your Insurance Provider, you may purchase Supplemental Insurance for an additional daily fee at [www.MBASLI.com](http://www.MBASLI.com). Contact an RV Family



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Adventures Representative for the MBA Policy number. SLI provides the customer and any authorized driver on the rental contract with an increased limit of liability protection for up to US\$1,000,000 toward 3rd party damage claims. You may also purchase Personal Effects coverage for your belongings at the same time.

16. **LOSS OF USE:** Renter agrees to pay for the loss of use of any RV or other vehicle covered by this agreement that sustains damage, regardless of fault, at the nightly rental rate from the date of damage until repaired and replaced in rental service. I hereby authorize RV Family Adventures, LLC to charge my credit card account provided as part of this transaction for any and all additional rental, damage, loss of use, and cleaning charges incurred under the terms of this agreement.

17. **INDEMNITY AND WARRANTIES:** You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle or our repossession of it. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose.

18. **PETS:** Pets are allowed on a limited basis. The type of pet(s) and quantity must be disclosed on all applications. Acceptance of travel with pets is at the discretion of RV Family Adventures. You will be required to sign a respective "Invisible" Pet Policy.

19. **GASOLINE:** Gasoline tanks are released full and must be returned full. Renter will be charged a \$25.00 Service Charge to fill the gasoline tank plus the average local gasoline per gallon rate for that day.

20. **SMOKE DAMAGE:** RV Family Adventures has a strict NO Smoking Policy in all Motorhomes rented. Any kind of Smoke Damage will be charged a \$250.00 Smoke Removal Fee. This includes smoke from cigarettes, cigars, fire, etc. **CAMP FIRES CAN CREATE SMOKE DAMAGE INSIDE AND OUTSIDE OF THE VEHICLE. PLEASE BE AWARE OF WINDY CONDITIONS AND SPARKS TO THE AWING.**

21. **WE RESERVE THE RIGHT TO REFUSE ANY APPLICANT. TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ANY ADDITIONAL TERMS WILL BE DISCLOSED AT THE TIME OF DEPARTURE.**

#### ADDITIONAL TERMS AND CONDITIONS

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on this form, and person signing this Agreement, and Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the rental company named on this form. "Authorized Driver" means you and any additional driver listed by us on this Agreement provided that each such person has a valid driver's license and is at least 25 years of age. Only Authorized Drivers are permitted to drive the Vehicle. "Vehicle" means the recreational vehicle, motor home, truck camper, or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired, times 80% of the daily rental rate, which you and we agree



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represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the difference between the value of the Vehicle just prior to damage or loss and the value of the Vehicle after repair or replacement. "Vehicle License Fee" means our estimate of the average per day vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. Rental, Indemnity, and Warranties. This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle of our repossession of it. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for its safety and any damage to it until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with the same amount of fuel as when rented.

4. Responsibility for Damage or Loss; Reporting to Police; Responsibility for Toll and Parking Violations. You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use, Diminished Value, and our administrative expenses incurred processing a claim. Your responsibility for damage to the Vehicle may be covered by insurance you provide or insurance you purchase from MBA Insurance. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll violations, fines for toll evasion, other fines and penalties assessed against us or the Vehicle during the rental. If you fail to pay and we pay the charges on your behalf, you will reimburse us for all such costs and, in addition, pay us a processing fee of \$50 for each such violation, fine or charge.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and are breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Vehicle; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Vehicle; (g) in any race, speed test, or contest; (h) to carry dangerous or hazardous items or illegal material; (i) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (k) on unpaved surfaces, except at licensed public campgrounds; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by law; (n) when the odometer has been tampered with or disconnected; (o) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (p) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (q) after an accident with the Vehicle unless and until you summon the police to the accident scene; (r) to transport an animal. Sitting, standing or lying on the roof of the vehicle is prohibited.

6. Charges and Costs. You will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Face Page, and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) all expenses we incur locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (c) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (d) a 2% per month late payment fee or the maximum amount allowed by law on all amounts past due; (e) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (f) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented; and, (g) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental.

7. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.



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8. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

9. Waiver. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special, or punitive damages in connection with the rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

10. Our Responsibility to You if the Vehicle becomes Inoperable. If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable.

I have read RV Family Adventures Agreement Terms and Conditions, and fully understand the contents of this document. I execute it voluntarily in good faith and with full knowledge of its significance.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_