

Rental Terms and Conditions

St Johns RV Rental
5217 S DeWitt Rd
St Johns, MI 48879

989-395-8492
on the web at:
<http://www.stjohnsrv.com>

1. These terms and conditions, the Rental Document signed by you, and a return record with computed rental charges together constitute the rental agreement between you and St Johns RV.
2. I rent from you the Motorhome described on the Rental Document and I agree to the terms below and on the other panels of this Rental Document Jacket provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. I, me and my refer to the person who signs this agreement, you and your refer to St Johns RV / St Johns RV Rental.
3. **When I'll Return the Motorhome.** I'll return the Motorhome on the date indicated on the Rental Document. I'll return it sooner on your demand.
4. **Where I'll Return the Motorhome.** The Motorhome must be returned to the agreed return location as specified on the Rental Document. A rate change or special charges may apply if returned to a different location.
5. **No Pets, smoking or trips to Mexico are allowed.** Should there be any evidence of smoking within the Motorhome, a cleaning fee will be charged to have the interior cleaned to remove the odors associated with the smoking. Evidence may be but is not limited to odors and smoking remains.
6. **Rental Charges.** I will pay for the number of miles I drive and the length of time I rent the Motorhome at the time and mileage rates indicated on the Rental Document. The minimum charge is three day (72 hours) plus mileage beyond the agreed allowed amount. Miles determined by reading the factory-installed odometer. Daily charge applies to consecutive 24 hour periods starting at the hour and minute the rental begins. I'll pay charges for miscellaneous services which apply to the rental.
7. **Credits & Refunds.** Estimated mileage is taken upon reservation, any unused mileage will be refunded, and any overage will be charged. No refunds will be made for early return. No refunds will be made for malfunctioning appliances such as TV or microwave. Refund will be made for mechanical engine/powertrain failure that results in delaying arrival or return day(s) of your trip, and then for the amount of lost days only. Mechanical failures that result in delaying your departure will only be refunded for the days lost or at the renter discretion, a full refund will be made available for this occurrence. All rentals are subject to the terms and conditions of the rental contract.
8. **Mileage charges.** All rentals include 1000 free miles per week, prorated for longer or shorter rentals, based on the 1000 miles per week. Additional mileage charges over the allowed amount are \$0.25 per mile.
9. **Generator Charges.** All rentals include 2 free generator hours per day. Additional hours will be charged \$2.00 per hour. The Generator Hour Meter will be used for the purpose of determining charges if applicable.
10. **Taxes.** I'll pay all Michigan Sales tax that applies to this rental.
11. **Insurance Deductible Costs.** I accept responsibility and will pay the deductible where required by the insurance company if an accident occurs with the Motorhome or damage occurs to the Motorhome during the rental period. I agree to release to St Johns RV, up to \$250 of the deposit for the purpose of the payment of the deductible. Loss and damage are described in the following paragraph and include theft and vandalism. I acknowledge I have been advised that my own insurance may cover loss or damage. A personal vehicle insurance policy issued in Michigan covers the rental of this vehicle against damage to the vehicle and loss of use. Renter should check if own insurance covers for damage to rental vehicle and loss of use.

12. Insurance Coverage. St Johns RV carries a policy on the Motorhome as required by Michigan Law. If an accident should occur when an unauthorized driver is operating the Motorhome, the person(s) described on the rental form as the renter(s) shall be liable for the damage and loss. Authorized drivers are those individuals that St Johns RV has accepted as qualified drivers, their names so appearing on the rental form.

13. Damage / Loss to the Motorhome. I'm responsible for the loss if I or an additional driver authorized or not 1) abuse the Motorhome or violate prohibited use or operation; 2) drive recklessly or while under the influence of alcohol or controlled substance; 3) fail to promptly report an accident to police and St Johns RV; 4) fail to complete an accident report; 5) obtained the Motorhome through fraud or misrepresentation; 6) use the Motorhome for an illegal purpose; 7) leave the Motorhome and fail to remove the keys or close and lock all doors, close all windows and the Motorhome is stolen or vandalized. If my responsibility for loss or damage is covered by my own insurance or my charge card issuer, I will identify my insurer and policy number or card issuer and its insurer. I authorize you to collect the loss directly from the insurer. I authorize you to collect the loss from a third party responsible for the damage. I acknowledge reading the notice on loss damage shown on the Rental Document or in separate notice form.

14. Fuel Service Charge. If I return the Motorhome with less fuel than when rented, I'll pay a fuel service charge of \$25 plus the retail cost of fuel to refill to the level as noted at the time I received the Motorhome for renting. I release St Johns RV to deduct these costs from my Security Deposit.

15. Propane Fuel Charge. If I return the Motorhome with less propane fuel than when rented, I'll pay for an estimated amount of propane fuel used, at the price per gallon of the local retailer. The estimated amount used will be calculated using the LP tank gauge readings taken before I received the Motorhome for renting and readings taken upon returning. I release St Johns RV to deduct these costs from my Security Deposit.

16. Special Charges. If I represent I'll return Motorhome to another location, I may have to pay "recovery fee" as specified on the Rental Document. If I return the Motorhome to a location different from the agreed return location as specified on the Rental Document without your written permission, I'll pay an "unauthorized return location fee". Minimum fee is \$45. If this fee is higher by multiplying normal mileage rate by distance between renting location and actual return location as specified on the Return Document/return record, I'll pay a higher fee. If the unauthorized return location exceeds 50 miles, an additional service of \$20 per hour for the vehicle in transit back to the original return location will be charged and added to the mileage fee. I'll pay a reasonable fee for cleaning the Motorhome's interior upon return for excessive stains, dirt or soilage attributable to my use. The Motorhome should be reasonably clear of trash, dirt, food containers, soiled laundry, etc. to avoid a cleaning fee. St Johns RV expects the Motorhome returned as clean as when received by the renter.

17. Fines and Expenses. I'll pay all fines, court costs and recovery expenses for parking, traffic and other violations, including storage liens and charges, including a reasonable administrative fee with respect to the use of the Motorhome while on rental to me.

18. Error in Rental Charges. The charges shown on the return record are not final and are subject to recalculation. I'll pay any undercharges and I'll receive a refund for any overcharges you discover on review.

19. Prohibited Use of the Motorhome. I will not use or permit the Motorhome to be used to carry passengers or property for hire, to tow or push anything (accept approved car dolly), to be operated in a test, race or contest or on unpaved roads (county and campground gravel roads are OK), or while under the influence of alcohol or a controlled substance, or for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates my rental and makes me liable to you for all the penalties, fines, forfeitures, liens and recovery and storage costs, including all related legal expenses.

20. Who Else May Drive the Motorhome? Only my spouse, my significant other, or someone who appears at the rental counter along with me and signs an additional driver form are authorized drivers and may drive the Motorhome but only with my prior permission. The other driver must be at least 25 years old and a capable and validly licensed driver. There may be a charge for each additional driver(s) authorized to drive the Motorhome which charge is specified on the Rental Document unless prohibited by law covering this rental.

21. Repossessing the Motorhome. You can repossess the Motorhome anytime it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. You can also repossess anytime you discover I made a misrepresentation to obtain the Motorhome. You needn't notify me in advance.

22. Liability Insurance. Anyone driving the Motorhome as permitted by this agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or the renter up to the minimum financial responsibility limits required by applicable law. The limit for bodily injury sustained by one person includes any claim for loss of that person's consortium or services. Where the law extends coverage to a non-permitted driver, the same limits shall apply. Such coverage will be provided by you according to the terms, and subject to all of the conditions, of a standard automobile liability insurance policy, including all requirements as to notice and cooperation on my part, which are hereby made a part of this agreement. You can provide coverage under a certificate of self-insurance or an insurance policy, or both as you choose. In any case, a copy of the policy and/or certificate will be available for my inspection at your main office. I understand that unless required by applicable law, you will not provide (a) coverage for fines, penalties, punitive or exemplary damages, (b) coverage for bodily injury to, or death of, myself while not a driver, or any member of my family or the driver's family, (c) defense against any claim after applicable limits of coverage that you furnish have been tendered, (d) supplementary no fault, non-compulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and I reject all such coverage to the extent permitted by law. Where any of these coverage's are required or implied by law, the limits shall be the minimum required under applicable statute. There is no coverage in Mexico.

23. Indemnification. I agree to indemnify you for any loss, liability and expense that you incur arising out of the use of the Motorhome (a) which exceeds the greater of either the minimum limits of financial responsibility pursuant to the motor vehicle insurance law of the applicable state or the limits of any liability insurance that you furnish to me, (b) which results from any unauthorized use or prohibited operation of the Motorhome.

24. Collections. All charges, fees and expenses, including payment for loss of or damage to the Motorhome, are due at your demand. If I do not pay all charges when due, I agree to pay a late charge of 1½ % per month, or as permitted by law on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and your reasonable attorney's fees, if I don't pay any amount when due. If the law permits, you may contact me or my employer at my place of business about payment.

25. Payments. All charges and deposits are to be paid in advance of your trip. See reservation form for additional information.

26. Security Deposit. A \$500.00 Security Deposit is required on our Class A Motorhome. The security deposit is totally refundable if there are no outstanding charges, the unit is returned clean, filled with gas and propane and undamaged. Security Deposit refunds are not immediate. The normal refund period is 3-5 working days. If the unit is returned damaged, the security deposit is held until the damages can be assessed.

27. Charge Card Reserve. I have been informed that my credit, up to an amount of the estimated total charges due under this agreement, based on my representation about this rental, may be set aside or reserved by the charge card issuer whose card I present in payment of my bill. I consent to the reservation or setting aside of that amount.

28. Property in the Motorhome. You are not responsible for loss of or damage to any property in or on the Motorhome, in any service vehicle, on your premises, or received or handled by you, regardless of who is at fault. I'll be responsible to you for claims by others for loss or damage.

29. Meaning of "Motorhome". The word "Motorhome" in this agreement means the vehicle rented or its replacement, includes tires, tools, equipment, accessories, plates, and documents.

30. Changes. Any change in this rental agreement or your rights must be in writing and signed by the owner of St Johns RV.

31. Currency Conversion. If you use a credit or charge card that is issued by a financial institution outside of the United States and is billed to you in a currency other than U.S. Dollars, the full amount of your charge will be converted to the card account's billing currency unless you submit a written request to have the currency conversion performed by your card issuer. The conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge no higher than 3% applied to all amounts relating to this transaction. This charge will replace the currency conversion processing charge applied by your card issuer.