

# ComeGetMyRV

## TERMS & CONDITIONS

**PLEASE READ THESE CONDITIONS CAREFULLY. The Terms & Conditions are subject to change at any time without notice.**

**QUALIFICATIONS:** All Renters must be 30 years of age and possess a valid driver's license and proof of insurance.

**RATES & FEES:** Rates are determined by the type of Vehicle rented and whether the rental falls during the Peak Season, Off-Peak Season, or during the week of a Holiday. Holidays include: New Year's Eve & Day, President's Day, Easter weekends, Memorial Day, Labor Day, 4<sup>th</sup> of July, Thanksgiving Day & Day After, Christmas Eve & Day.

**MILEAGE:** All rentals are allotted 100 miles per rental day – each additional mile will be charged \$0.32 per mile.

**RENTAL DAY:** The Rental Day is based on the number of nights the vehicle is used. Each night constitutes a rental day. Rental charges are based on rates in effect on pick-up day. No refunds will be made for early returns, late pickups, or unused miles.

**DEPARTURE / RETURN TIMES:** Pick-up or departure time is between 12:00pm and 5:00pm and the vehicle must be returned between 9:00am and 12:00pm on the return date. Unless previous arrangements have been made, you will be charged \$50 for every hour the vehicle is returned late. Late charges begin at 12:01pm on the return date. Other people may be waiting for the vehicle. Please contact our office if you are delayed. To better serve you, departure and return times are pre-scheduled. Arriving before or after this time may cause unnecessary delays for you and your party. Although ComeGetMyRV will do everything possible to guarantee that the RV is returned on time, we are not held liable if the previous renter did not return the vehicle at its scheduled time.

**SET-UP / DELIVERY:** If onsite Set-Up is required, a set-up fee of \$75 will be charged, and an additional \$75 for disassembly/return. ComeGetMyRV can deliver at renter's request. Fee for delivery is \$50, plus an additional \$1.50 per mile to and from office. Mileage and fuel begins to accrue immediately after departing the rental office/storage location.

**RESERVATION DEPOSIT:** A 20% (\$250 minimum) reservation deposit is required to hold the motorhome for a specific date. The reservation deposit will apply towards your rental charges (see cancellation section below). Your desired dates will not be held for you unless you have deposited money towards it.

**RENTAL PAYMENT:** Payment of all rental charges, including estimated mileage charges, are due at least one week prior to your trip and prior to taking possession of the RV. This must be paid in U.S. Dollars by cash, Cashier's Check, or Credit Card. Personal checks are accepted only if received 2 weeks prior to due date. THERE WILL BE NO REFUND OF TIME CHARGES FOR LATE PICKUP OR EARLY RETURN.

**SECURITY DEPOSIT:** A \$1,000 security deposit is required at a minimum of 2 business days prior to departure, payable in U.S. Dollars by cash, Cashier's Check, or Credit Card. The deposit is held as security and is fully refundable less any damage, loss of equipment, cleaning, refueling (gas and propane), holding tanks dumped, extra days and extra mileage. Refund period is 5 business days upon return of vehicle.

**CANCELLATION:** All cancellations must be in writing. From the date of your reservation to 20 days prior to your pick-up date, your reservation deposit will be refunded less a \$100 charge. If you cancel within 20

days of your scheduled departure, the reservation deposit is forfeited. If you make a late reservation and your departure date is within 20 days, your reservation deposit will not be refunded if you cancel.

**INSURANCE BINDER:** The renter must provide proof of comprehensive / collision coverage. The renter must contact their own insurance agent and obtain an RV Binder on their own insurance policy. Vehicle information will be provided to you for this step. Insurance information will be verified before the vehicle is cleared to leave. The insurance binder must be supplied 5 days before your trip in order to complete the verification process. Please fax a copy of the binder to 888-783-3177. If you are unable to obtain a binder from your insurance provider, you will not be eligible to rent the RV and will need to make other arrangements for your trip.

**CLEANING / PREPARATION FEES:** The coach is to be returned in the same condition that you receive it, INSIDE AND OUT. A cleaning charge of \$150 will be deducted from the security deposit if either the interior or exterior require additional cleaning – this includes under coach luggage compartments as well. An RV Sanitation & Maintenance Fee of \$100-250 is charged (based on the size of your vehicle) on all rentals to cover the preparation, pre-maintenance and sanitation of the vehicle for your trip. Please return the RV in the condition you receive it.

**PETS:** Certain pets are welcome with prior approval. The renter is responsible for any damage and the security deposit will be used to repair any damages.

**SUPPLIES:** ComeGetMyRV provides various supply packages. These packages are provided at a cost, and some items provided on a for-rent basis. Please reference the website for current rates and packages offered. The renter will be charged replacement value for any missing items that were provided on a for-rent basis, upon return.

**FUEL LEVEL:** You will receive the RV with a FULL fuel tank. It MUST be returned with the level exactly on FULL. A service charge of \$75, plus the cost of fuel, will be charged if returned without a full tank. Keep in mind that when the gas pump automatically shuts off, the tank may not yet be full – check the gauge inside and continue filling if necessary. When refilling the propane, fill it until the propane tank gauge reads only  $\frac{3}{4}$  tank (please note that the Propane gauge inside of the RV shows as “Full” when the propane tank reaches  $\frac{3}{4}$  tank). It is the Renter’s responsibility to locate a propane facility to fill the propane tank prior to returning vehicle.

**GRAY & BLACK WATER HOLDING TANKS:** The tanks must be dumped prior to returning. A fee of \$75 (per tank) will be charged if the tanks are not dumped. It is the Renter’s responsibility to locate a dumping facility to clear the tanks prior to returning the vehicle.

**TRAVEL RESTRICTED AREAS:** Travel into Mexico and Apache Trail in Arizona is not allowed. Travel to Death Valley from June to October is not permitted due to extremely high temperatures that can cause system failures. Driving on unpaved, dirt roads and “off road” areas is not allowed. Renter is liable for all damages to vehicle, tires, towing charges and other expenses as a result of a breakdown associated with operating in these areas.

**RESTRICTIONS:** Sitting, standing, or storing on roof of vehicle is not allowed at any time and is subject to a \$1000 penalty. PLEASE STAY OFF OF THE ROOF. This is a NON-SMOKING coach. Smoking in the vehicle is PROHIBITED at all times and is subject to a \$1000 penalty.

**GENERATOR:** Due to variation in operating conditions caused by operator errors, weather conditions and internal electronics, ComeGetMyRV assumes no responsibility for generator problems and there will be no refunds for generator malfunctions. PLEASE NOTE: GENERATOR WILL NOT OPERATE WHEN THE COACH FUEL LEVEL IS AT OR AROUND  $\frac{1}{4}$  OF A TANK and renter will be responsible for vapor lock of engine. Charge per hour of generator use is \$0.75.

**AWNING:** Awning use is not permitted. The awning will be sealed prior to your departure and is not to be broken under any circumstances. If the awning seal is broken or tampered with your Security Deposit will be immediately forfeited plus damages that may have been caused by the unauthorized use.

If awning use is a requirement for your trip a 10X10 canopy can be rented from ComeGetMyRV for \$15.

**TRAILER REQUIREMENTS** (Applicable to those renting a trailer from ComeGetMyRV):

- Trailer Travel Hitch Requirements: To tow our trailers, a minimum Class III hitch is required. A ball mounted on the rear bumper is not acceptable.
- Trailer Towing Requirements: You are responsible for determining the towing capacity of your towing vehicle.
- Trailer & Tow Vehicle Braking System: We require that all towing vehicles be equipped with a Trailer Brake Controller (TBC). No trailers will be allowed off the lot without this device.
- Passenger Restriction: While being towed, passengers may not occupy a travel trailer.

**TOWING:** Charge per mile of towing is \$0.10. A fee is charged per mile due to the wear and tear that towing causes on the engine and the vehicle. 20 free miles of towing are included per rental.

**25. MAINTENANCE & BREAKDOWN RESPONSIBILITY:**

- Renter is responsible for checking engine oil, fluids, and coolant levels at each refueling, as well as reporting mechanical failures immediately. Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance.
- In the event the vehicle is in breakdown repair for 12 hours or more, through no fault of the renter, ComeGetMyRV's responsibility to renter is limited to refund of daily rate or portion thereof. Radio, air conditioning, refrigerator, television, microwave and other appliances, cruise control, and generator malfunctions are not considered breakdown and no refunds are available for repair time to these items.
- In the event of the vehicle malfunction or appliance malfunction, through no fault of the renter, the renter must contact a ComeGetMyRV representative within 24 hours.
- If the RV is lost or damaged as a direct or indirect result of the Renter, the Renter is responsible; and Renter will pay for all loss of or damage to the vehicle regardless of cause, or who, or what caused it. If the RV is damaged, Renter will pay our estimated repair cost; if stolen and not recovered Renter will pay ComeGetMyRV the RV's fair market value before it was stolen.

**REFUSAL TO PAY/CREDIT CARD CHARGE BACK:** If after completion of your rental you feel you were wrongfully charged for an incidental item or vehicle damage, please contact ComeGetMyRV to receive an explanation why the fee was charged. If a dispute arises out of, or related to, the Rental Contract, Terms & Conditions Agreement or Vehicle Damage Sheet, the parties agree to first endeavor to settle the dispute in an amicable manner by the mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration or filing a credit card chargeback in order to without payment of services rendered. If you file a charge back or refuse payment without an attempt to mediate the disputed charges with ComeGetMyRV and the American Arbitration Association, you will be responsible for any and all damages, no less than \$300, resulting from your refusal of payment. All fees and expenses of the mediation and/or arbitration will be paid as part of the judgment to the prevailing party.

**RENTAL POLICIES AGREEMENT**

By signing below, Renter agrees that he/she received, read, understands and agrees with all terms, conditions and obligations shown and mentioned in this document. Taking possession of the rental vehicle also constitutes an agreement with these terms & conditions. ComeGetMyRV makes no warranties, express, implied or statutory, including but not limited to, the implied warranties and merchantability and fitness for a particular use.

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date