



RV RENTAL TERMS AND CONDITIONS

1. RENTAL PERIOD The Rental Department is CLOSED on weekends and national holidays. Pick up and drop off times are between 9:00am and 3:00pm, Monday through Friday **ONLY**. The renter will be charged a \$250.00 penalty fee plus the daily rate per day for a late return. **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.** _____ **Initials**

2. PAYMENTS All fees are payable by CASH, VISA, MASTERCARD, DISCOVER, or CASHIER'S CHECK only. WE DO NOT ACCEPT AMERICAN EXPRESS OR PERSONAL CHECKS. Full payment of rental charges and/or balance is due on the day of departure. Reservation Deposit paid in advance; Security Deposit paid on or before the departure date; see below. _____ **Initials**

3. RESERVATION DEPOSIT A \$250.00 Reservation Deposit is required on all rentals once the application, credit, and MVR have been approved. _____ **Initials**

4. SECURITY DEPOSIT A minimum \$500.00 Security Deposit is required on all rentals. The Security Deposit is due at the time of departure/pickup in addition to the estimated Rental Total with tax minus the \$250.00 deposit already paid. Security Deposit is refundable within 5 business days of return of unit, providing it is returned in the same working condition as when you received it. We may use your deposit(s) to pay any amounts owed to us under this Agreement. _____ **Initials**

5. 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 Affinity RV. _____ **Initials**

6. GASOLINE AND PROPANE Gasoline and propane 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. Propane is available on-site at the time of drop off. _____ **Initials**

7. SMOKE DAMAGE 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.** _____ **Initials**

8. CLEANING FEES A \$120.00 Cleaning Fee and a \$30.00 prep fee applies to all rentals. **This fee does not include excessive cleaning. Excessive cleaning of the unit will be billed at a rate of \$60.00 per hour in addition to the base cleaning fee.** _____ **Initials**

9. ROADSIDE SERVICES Your rental unit is registered with Auto Club of America Roadside Assistance. All arrangements for repairs must be made through this service, or Affinity RV (if during business hours). Their qualified personnel will assist you in obtaining service for your rental unit. This service is provided 24 hours a day, 7 days a week. **Depending on the nature of the incident, fees may apply. CALL: (800) 416-4069** _____ **Initials**

10. ACCIDENT If involved in an accident, you must notify Affinity RV within 24 hours. A full written Police Report must be submitted to our management upon return of the rental unit. Failure to comply will result in the forfeiture of the Security Deposit. _____ **Initials**

11. INSURANCE You are responsible for all damage or loss you cause to others. _____ **Initials**

(Towable) You must have extending coverage from your personal insurance provider, stating that Liability will extend back to the Rented Travel Trailer. If we do not have this proof at time of pick-up the Travel Trailer will not be released for rental. _____ **Initials**

(Motorized) You have either provided us with an insurance binder indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, us and the Vehicle, and have named us as additional insured, or you have elected to purchase MBA Choice. _____ **Initials**

If you have elected to purchase MBA Choice for \$27/day plus a one-time \$10 set up fee and an additional \$500 refundable security deposit:



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- (i) **Damage to the Vehicle is covered by MBA Choice, with a \$1000 deductible per occurrence for which amount you are responsible.**
- (ii) **Auto liability insurance is part of MBA Choice, and provides coverage for bodily injury and property damage caused by you to third persons with limits no higher than the minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the damage or loss. MBA Choice covers medical payments or PIP, no-fault and statutory limits for uninsured and under-insured motorist coverage. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us, or the insurer. Allowing an unauthorized driver to operate the Vehicle terminates MBA Choice.**
- (iii) **You are responsible for all damage to the Vehicle and damage or injury caused to third parties that is excluded by the MBA Choice policy, or that is in excess of MBA Choice policy limits.**

12. 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. _____Initials

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 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



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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.

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, understand, and agree to all of the above Rental Terms and Conditions.

Customer Signature _____ **Date** _____

Affinity RV Agent Signature _____ **Date** _____