



# Alaska Camper Van Rentals, LLC Vehicle Rental Contract

This Vehicle Rental Contract is made and entered into as of \_\_\_\_\_, between Alaska Camper Van Rentals, LLC with an address of 2415 Turnagain Parkway, Anchorage, Alaska 99517, and \_\_\_\_\_, with an address of \_\_\_\_\_.

Alaska Camper Van Rentals, LLC and Renter may also be referred to as "Party" in the singular and "Parties" in the plural. This Contract is subject to the following terms and conditions:

**Rental Vehicle:** Alaska Camper Van Rentals, LLC hereby agrees to rent to Renter the following vehicle ("Vehicle"):

**Make:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Mileage:** \_\_\_\_\_ **Model:** Sprinter **Color:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**1. Rental Period:** Alaska Camper Van Rentals, LLC agrees to rent Vehicle to Renter for the following:

**Start Date/Time:** \_\_\_\_\_ **End Date/Time:** \_\_\_\_\_

The Parties agree that this Contract terminates upon the End Date specified above.

**2. Additional Drivers:** Must be 21 years or older. No additional fees.

Additional Driver #1 name: \_\_\_\_\_

Additional Driver #2 name: \_\_\_\_\_

**3. Rental Fees:** The Renter hereby agrees to pay Alaska Camper Van Rentals, LLC for use of the Vehicle as follows:

\$\_\_\_\_\_ /night

**Fuel:** Comes with full tank of diesel fuel. Renter shall return vehicle with tank full. There is a \$75 charge for returning vehicle with less than a full tank of diesel.

**4. This is a diesel vehicle – DIESEL FUEL ONLY. Using fuel other than diesel will result in a \$2,000 fine plus the cost of repairing damages.** By initialing, you acknowledge you have read and agree to paragraph 4. Renter initials \_\_\_\_\_



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**5. Existing Damage to Vehicle:** The Parties acknowledge the existing damage to the Vehicle as notated below:

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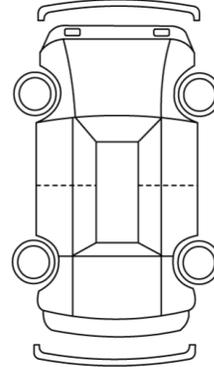
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**6. Awning:** For vehicles with an awning. In the event the awning is damaged during Rental Period, the Renter agrees to pay damage costs to fix awning or replacement of awning costs.

**7. Insurance:** The Renter hereby warrants to Alaska Camper Van Rentals, LLC that Renter possess proof of valid U.S. automobile insurance that covers the rental vehicle for the entire Rental Period, including any individual or property damage. Renter must provide a valid insurance card at time of rental Start Date.

**8. Additional Insurance:** Additional Insurance is not mandatory unless a driver does not possess valid U.S. automobile insurance. If you purchase Additional Insurance and the Vehicle is operated in accordance with this Agreement, the deductible will be \$1,500, after the deductible is reached, we assume all additional loss or damage to the Vehicle except, if permitted by law, for lost, damaged or stolen keys or remote entry devices, towing or tire service unless related to an accident, or recovery of the Vehicle if stolen, and except for your amount of "responsibility," if any, specified on the Rental Contract. If you do not accept Additional Insurance you owe for all loss or damage to the Vehicle. Loss and damage are described in Paragraph 9. You acknowledge you have been advised that your own insurance may cover loss or damage to the Vehicle. You also acknowledge reading the notice on loss damage shown on the Rental Contract or at the end of these terms.

**9. Damage/Loss to the Vehicle.** If you do not accept the Additional Insurance, or if the Vehicle is lost or damaged as a direct or indirect result of a violation of paragraph 12, you are responsible; and you will pay Alaska Camper Van Rentals, LLC for all loss of or damage to the Vehicle regardless of cause, or who, or what caused it. If the Vehicle is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the Vehicle in its damaged condition, you will pay the difference between the Vehicle's retail fair market value before it was damaged and the sale proceeds. If the Vehicle is stolen and not recovered, you will pay us the Vehicle's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the Vehicle, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, you will provide us with the name of the insurer and policy number, or if the insurance is



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provided by your card issuer, its insurer. You authorize us to process any or all of our Incidental Loss to your card at or after the completion of your rental. You also authorize us to collect any or all of our loss from any third party that is responsible for it. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on Additional Insurance that are different than the terms of this Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the Vehicle repaired without our express prior emailed, text messaged or written consent. If you repair or have the Vehicle repaired without our consent, you will pay the estimated cost to restore the Vehicle to the condition it was in prior to your rental. If we authorize you to have the Vehicle repaired, we will reimburse you for those repairs only if a repair receipt is provided.

Accept \_\_\_\_\_ Decline \_\_\_\_\_

**10. Indemnity:** Regardless of insurance coverage, Renter shall fully indemnify Alaska Camper Van Rentals, LLC for any loss, damage, and legal actions, including reasonable attorneys fees that Alaska Camper Van Rentals, LLC suffers due to Renter’s use of Vehicle during the term of this Agreement, including but not limited to, damage to the Vehicle, damage to the property of others, injury to Renter, and injury to others. This provision survives the termination of this Contract.

**11. Alaska Camper Van Rentals, LLC Warranty:** Alaska Camper Van Rentals, LLC represents that to the best of their knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use. Renter accepts vehicle in its current condition on rental Start Date.

**12. Renter Warranties:** The Renter agrees to (a) not allow any person(s) to operate the Vehicle unless they are listed as Additional Driver(s) who agree to the provisions of this Contract; (b) not operate the Vehicle in violation of any laws or for an illegal purpose. Renter is responsible for all traffic tickets, traffic fines, and fees; (c) not use the Vehicle to push or tow another vehicle; (d) not use the Vehicle for any race or competition; (e) operate the vehicle in a negligent or reckless manner; (f) not carry passengers or property for hire; (g) not operate vehicle while under the influence of alcohol or a controlled substance.

**13. Arbitration:** The Parties shall attempt to settle all disputes arising in connection with this Agreement through good faith consultation. In the event no agreement can be reached on such dispute within fifteen (15) days after notification in writing or email by either Party to the other concerning such dispute, the dispute shall be settled by binding arbitration to be conducted in Alaska before an Alaskan arbitrator in accordance with AS 09.43. The arbitration decision shall be final, conclusive and binding on both Parties and any arbitration award or decision may be entered in any court having jurisdiction. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The Parties further agree that the prevailing Party in any such proceeding shall be awarded reasonable attorneys’ fees and costs.



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**14. Disputes and Governing Law:** The laws of the State of Alaska in the United States without regard to any conflict of law principles govern this Contract. No action arising out of the transactions under this Contract may be brought by either Party more than one year after the cause of action has accrued. All legal suits or actions shall be in Anchorage, Alaska.

**15. General:** This Contract, including the attached Policies, constitutes the entire Rental Agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties. If any provision of this Rental Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any terms of this Rental Agreement, which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

Renter Signature \_\_\_\_\_ Date \_\_\_\_\_

**Additional Drivers:** I've read and reviewed the full Rental Contract and agree to all provisions:

Additional Drive #1 \_\_\_\_\_ Date \_\_\_\_\_

Additional Driver #2 \_\_\_\_\_ Date \_\_\_\_\_



## Attachment: POLICIES

**Reservation Deposit and Payment:** A reservation deposit of 30% of the overall rental fee (including the damage deposit) must be made on a major credit card to hold your reservation. The remainder of your rental fee is due 14 days prior to your pick up date.

**Damage Deposit:** A damage deposit of \$1,000 is required. The damage deposit shall be retained to be used in the event of loss of or damage to the vehicle, including any interior items, during the rental period, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be returned within 7 days of renter's End Date.

**Pets and Smoking:** No pets. No smoking. No fish or meat processing.

**Driver and Insurance Requirements:** All drivers must be at least 21 years old. There is no charge for additional drivers. All drivers must have a valid driver's license and possess proof of valid automobile insurance that covers entire rental period and individual or property damage. A copy of your valid automobile insurance must be provided at pick up (this will be considered your primary insurance coverage).

**Mileage:** The base price includes 200 miles/day (averaged over entire trip). If mileage is exceeded there is a charge of 25¢ per mile exceeded. For unlimited miles there is a \$15/day additional charge.

**Cancelation Policies:** Canceling *within* 5 days of your *booking* date will result in a full refund. If canceled between 5 days after your booking date and prior to 14 days prior to your pick up date, your reservation deposit will convert to credit towards a future reservation - expiring 2 years from original booking date. If you cancel within 14 days of your pick up date or do not show for your pick up you will be charged full rental payment.

**Van Pick-up and Drop-off:** We try to be flexible with airline travelers and therefore pick up times can be arranged between 8am and 8pm, 7 days a week.

**Late pick-ups / early returns:** If you pick up the vehicle later than scheduled and/or return the vehicle earlier than scheduled the original number of nights booked will be charged.

### **Fines and Fees:**

- Fuel tank must be full at time of return or a charge of \$75 will be added
- Windshield crack results in a \$500 replacement fee
- Smoke smell, fish smell, bear spray discharge or pet odor/hair results in \$500 fine per offense
- Parking violations result in a \$100 fine per offense
- Late return fee: \$25 for each hour late then daily rate after 6 hours, unless otherwise agreed to by the Parties



**Maintenance / Breakdowns:** Roadside assistance is provided during your rental period provided the terms of this rental contract are abided by. Pre-approval from our office is required before making any off site repairs. AUTHORIZED repairs will be reimbursed upon turning in receipts. Flat tires are your responsibility. Compensation for maintenance issues and breakdowns will be on a case-by-case basis. **This is a diesel vehicle – DIESEL FUEL ONLY. Using fuel other than diesel will result in a \$2,000 fine plus the cost of repairing damages.** You are responsible to check engine oil at each refueling and to **immediately report any mechanical difficulties.** Renter is responsible for any damage.

**Seatbelts:** All passengers must use vehicle restraint systems (seatbelts) while vehicle is in motion. No passenger is to travel in the back of the vehicle without using seatbelts. No sitting on the bed while vehicle is in motion. Alaska Camper Van Rentals, LLC does not accept any liability for any injuries incurred to passengers traveling while not using seatbelts.

**General Conditions:** All rentals are subject to the Rental Contract and Policies of Alaska Camper Van Rentals, LLC. Rates and Policies are subject to change without notice. Alaska Camper Van Rentals, LLC assumes no responsibility for any detention, delay, loss, damage or injury that Renter might experience, no matter how it is caused or by whom.

**Alaska Camper Van Rentals, LLC cannot be responsible for any personal items left in the vehicle.**

**The above Vehicle Rental Contract and attached Policies form Alaska Camper Van Rentals, LLC full Rental Agreement. The Alaska Camper Van Rentals, LLC Rental Agreement must be signed on the day the Vehicle is picked up. Renter will receive a copy of the Rental Agreement either at time of pick up or within 24 hours of pick up via email.**