

Martin RV Rental Term and Conditions

General Restrictions:

The minimum age for the rental is 25 Years of age. All drivers must present a valid drivers license prior to leaving with the RV.

Pet:

Pets are allowed for a \$500.00 fee. Renter is responsible for the cost of any damage caused by pets. All pets must stay crated while in the RV. Cleaning fees will apply, starting at \$75.00 dollars an hour.

Smoking:

Smoking is **NOT** allowed in any RV. If evidence of smoking is found including the smell of cigarette smoke or wood smoke there will be a minimum charge of \$750.00 for cleaning and deodorizing the RV.

Travel Restrictions:

Mexico: Traveling into Mexico is not permitted. There is no insurance coverage in Mexico.

Death Valley: Traveling into Death Valley is not permitted between June 15th and September 15th

Alaska: Traveling into Alaska is permitted but Martin RV Rentals must be advised at the time of the reservation.

Other: Traveling on private, gravel, or logging roads and other nonpublic roads, beaches etc. is prohibited. Martin RV Rentals holds the customer fully responsible for any accidents or mechanical breakdowns occurring in a travel restricted area. Insurance coverage will be void in the case of a violation.

Payment Terms:

Payment for the rental and all approximate charges must be paid prior to departure. Without payment in full the RV will not be released to the customer. If the unit is being delivered the unit must be paid in full 1 day prior to the rental date. If payment is not received when due, Martin RV Rentals reserves the right to cancel the rentals without notice. Payment can be made in U.S Currency, credit card, Pa personal check, or bank check. Checks are to be made out to Martin RV Rentals. Bank Service charges are the responsibility of the paying party along with a \$30.00 fee assessed from Martin RV Rentals for any returned Checks. Local Taxes are due and payable in addition to the rentals price.

Reservation Deposit:

There is a \$500.00 booking/reservation deposit to complete the reservation. If the sum of the rental is less than \$500 the deposit will equal the entire cost of the rental. This deposit is required before any reservation/booking confirmation. This deposit will be applied toward your final bill.

Booking Changes, Cancellations and Refunds

Booking/reservations can be changed once free of charge within 60 days before the rental. After that there will be a \$50.00 charge.

Cancellations **MUST** be made in writing via email or letter. The day of the receipt of the cancellation is the date the cancellation fee is processed.

If the rental is canceled 31 days prior to rental date there will be a full refund of the deposit, with the exception of a \$75.00 dollar handling fee.

If the rental is canceled from 30 to 4 days prior to the rental date there will be no refund of the reservation /reservation deposit.

IF the booking is canceled 3 days or less of the rental departure there will be no refund on the deposits and the customer is responsible for the full amount of the total rental. This includes no shows. The total amount will be charged to the credit card on file.

No refund will be given in the following cases:

- Vehicle is returned prior to contracted drop off date/time

- Client arrives late for pickup. The contract start time is when the rental starts. If you are late on arriving to pick the RV

up you will not receive a credit for the time you were late at picking it up.

Vehicle Pickup Time:

Pickup time Begins at 9 A.M and ends at 5 P.M

Car Storage:

We do allow our customers to park their cars on our premises for the period of the rental. Renters will be letting the car there at their own risk. Martin RV Rentals or property owners are not responsible for anything that could or may happen to your car while on the property.

Security Deposit:

Martin RV Rentals requires a security deposit of \$1,000.00 for motorhomes and \$750.00 for travel trailers which will be charge on your credit card at the time of pickup. Card Holder must be present at the time of pickup. Additional fees including drop off charges and damage may be deducted from the deposit and the balance returned to your card.

Driver's License:

A valid national driver's license is required for each driver at the time of pickup. If the unit is being delivered a copy of your driver's license must be emailed or faxed to our office 10 days prior to rental.

Vehicle Substitution:

IF for any reason the booked RV should not be available, Martin RV Rentals reserves the right to substitute a higher value RV at no additional cost. Should a lower rated RV be substituted the liability is limited to the refund of the gross rate difference of the two vehicles.

Responsibility of Renter:

The cost of propane, gasoline and oil are not included and Martin RV Rentals does not assume responsibility for estimates of consumption. All vehicles are $\frac{3}{4}$ or fuller of gasoline and $\frac{2}{3}$ or fuller on propane when you pick the RV up . The customer is expected to return the RV with the tank at the same level or more. If the RV is returned without being refilled you will be charged \$5.00 a gallon for gas and 3.99 a gallon for propane for Martin RV Rentals to fill it up.

Maintenance:

The customer is responsible for checking engine oil and coolant levels at each refueling as well as reporting mechanical failures immediately. Coolant refill and authorized repairs will be reimbursed upon return of the RV and presentation of all receipts. We will not reimburse for oil changes on motorhomes. It is the drivers responsibility to operate the RV and exercise all caution possible.

Mechanical Breakdown/Repairs:

For repairs exceeding \$50.00 the customer must call Martin RV Rentals 24 hr. toll free line to obtain proper authorization. Unauthorized repairs above \$50.00 will not be reimbursed. Receipts must be presented to Martin RV Rentals for reimbursement. Customers will be held responsible for mechanical damage due to negligence in operation and or maintenance. Customers are required to cooperate fully to remedy any problem.

If repairs are made and authorized all replaced parts must be returned to Martin RV Rentals on you return.

If renters RV vacation is interrupted by an automotive mechanical breakdown for more that 12 hours after reporting breakdown to Martin RV Rentals, the renter will be reimbursed for the greater of: (1) the gross daily rate or (2) expenses for hotel rooms up to \$25.00 per person per night and car rental up to \$50.00 per day per motor home to a maximum of \$1,000.00 per tour. Receipts for all incurred expenses must be present for a refund.

Your location at the time of breakdown is not our responsibility. Breakdowns in state parks, races, sporting events and concerts etc. are not covered by the above reimbursements and you are responsible for all repairs, towing, related expense and late charges. **We assume no liability if you are in a remote area or experience a failure on a holiday, weekend or after 5pm and before 9am on weekdays.**

Defects on generator, air conditioning, microwave, water heater, slide out malfunction, water pump, furnace, auxiliary batteries and dash air conditioning are partially covered and an allowance of \$10.00 per day per item up to \$70.00 a day with maximum \$300.00 per tour.

Defects on CD/TV/DVD/GPS/Radio, cruise control, interior lights and awnings are not covered and will receive no refund or allowance if one or more of these items is not working.

Although we will do all we can to get you back on the road as quickly as possibly we will not be liable for incidental or consequential damages due to mechanical breakdowns. If you miss an appointment or due date because the vehicle failed Martin RV Rentals will not be responsible for things such as loss of income, time, space, travel, reservations or transportation back to rentals center.

The customer is responsible for their vehicle from the time he/she takes possession of the RV until you return the vehicle to Martin RV Rentals or until we authorize you to release it to a third party. If the customer abandons the vehicle they will be responsible for all losses as a result including but not limited to return fees, damage, and vandalism.

In Event of an Accident:

The customer MUST obtain a local police report as provided by the attending police officer investigating the accident. An accident report form will be supplied to the customer and must be fully filled out at the return of the rental or within 3 days of the accident A full written report including the other party name, address, phone number, insurance information and driver's license numbers is all required Damage and accident scene pictures must be taken. Insurance coverage may void if the above instructions are not followed. If insurance is voided the customer is responsible for any and all damage.

Damage:

Renter is responsible to fully walk around the unit upon departure and note any damaged spots on the vehicle both inside and out on the checkout form provided to you. All damages not noted on check out form will be the responsibility of the renter. Renter will be billed for the damage upon return of the RV. Damage amount will be deducted from security deposit.

Parking/Traffic Violations

It is the renters responsibility to report and pay all parking/traffic violations/toll road fees when vehicle is returned. Failing to report these violations at drop off will cause an administration fee up to \$100.00 plus fine(including late charge) to the renters credit card.

Returning the RV

Drop off times are Monday- Friday 9AM-5PM and Saturdays 9AM-3PM. When returning the RV park it in a safe location. Close all windows doors and compartments and bring keys to office. During business hours someone will go over the RV with you. We do allow for after hours or Sunday drop offs. RV is to be locked up and keys placed in drop box. RV is in customers care till we open the next business day and check the RV in. All additional charges or credits will be put on your credit card when final bill is prepared.

Charges for late RV return or unauthorized extension of rental period are a minimum of \$30.00 per hour or \$300.00 per day(plus applicable rentals charges) The regular rental rate applies with proper authorization from Martin RV Rentals. The unit must have ¾ or fuller tank of gasoline and 2/3 or fuller of propane. We will clean the unit inside in and out and dump the sewer tanks. Excessive dirt (trashed unit and lots of bugs on exterior ect.) will result in extra cleaning fees. Customer agrees that all additional charges may be billed to the credit card on file.

Additional Fees:

- Fill propane if not over 2/3.....\$3.99 A gallon
- Fill gas if not over ¾.....\$5.00 A gallon
- Clean Interior If excessively dirty.....\$75.00 a hour
- Wash exterior If excessively dirty.....\$75.00 a hour
- Smoking Penalty\$750.00
- Pets.....\$500.00
- Generator.....3 free hours per day \$5.00 for every hour over
- Portable Generator.....\$15.00 a day
- Bike Rack or Cargo Rack.....\$10.00 a day
- Weight Distributing Hitch.....\$59.99
- Winterizing\$39.99 applies from November 15 – March 15 (see winterizing)
- Unclog Toilet.....\$50.00 RV toilet tissue and chemicals must be used to help prevent clogging

Damage not covered by insurance

Negligent Damage: Customer assumes unlimited responsibility for negligent damage. Negligent damage refers to accident caused as a result of Drives negligence and includes but not limited to:

Accident occurring off public roads

Accidents that occur while parking or backing up without a spotter

Deliberate or willful damage caused by renter or guest

Interior damage caused by renter or guest

Failure to maintain fluid levels or follow proper operating procedures

Driving under the influence of alcohol, drugs or other controlled substance

Damage caused by freezing the vehicle water system(it is not permitted to fill water and or waste tank when temperatures are below freezing.(see winterizing section)

Failure to use specified fuel

Operation by anyone under the age of 25 Years of age

Damage and accidents caused during breach of rental contract or use of rented vehicle for illegal activity

Note: No coverage is provided for travelers and their belongings in the rented RV under insurance policy.

Liability Insurance

Liability insurance is included in the daily rate. Public liability insurance is to cover accidents in the event that the renter is at fault. The policy protects the renter/driver to statutory limits (state mandated minimum liability coverage). Liability coverage is applicable in the state where the accident occurred and current limits.

Winterizing:

From November 15 thru March 15 RVs must be used with extreme caution over that time. The RV can be used but if the RV water system is used it must be winterized again and there is a fee of \$39.99 to winterize it again The customer is fully responsible for the unit and any damage that may be caused by allowing the unit or systems to freeze.

Delivery & Pick up Fees:

Delivery must be arranged in advance and all charges paid one day prior to delivery date. The delivery charge includes setup on the site. The Pickup charge includes teardown. Inside and outside cleaning, dumping the tanks, and filling up with gas and LP are not included. For motor home delivery fuel charge and mileage start when leaving Martin RV Rentals office and end upon return. There is a \$115.00 charge each way with in a 30 mile radius and each additional mile is charged at \$2.00 per mile up to 100 mile radius. Quotes are available on deliveries over 100 miles.

GPS:

Martin RV rentals reserves the right to track all units using Gps tracking device. We may at anytime shutdown the vehicle if it is being operated in a unsafe manner. Any damage caused to the gps tracking device will be the responsibility of the renter.

Unpaid Bills:

Martin RV Rentals will hold client fully responsible for unpaid bills resulting from the rental or damages. Renter will also be responsible for all collection or attorney fees resulting from unpaid bills.

Renters & Drivers agree to the above terms and conditions.

Renters Signature_____

Date:_____

Driver #1 Signature_____

Date:_____

Driver #2 Signature_____

Date:_____