

Rental Terms and Conditions (“Terms and Conditions”)

Valid as of February 11th, 2025.

Please read the following document carefully and ask for clarification of any points that you do not understand.

The Travellers Autobarn Agreement is made on the date specified on the document titled, “Rental Agreement” between Travellers Autobarn Inc. and the Renter identified on the Rental Agreement and is made for the rental of the Vehicle listed on the Rental Agreement. Travellers Autobarn Inc. and the Renter agree to the following Terms and Conditions:

1 Definitions

“Additional Mandatory Charges” means separately stated charges that we require you to pay to hire or lease the Vehicle for the period of time to which the rental rate applies, and which are imposed by a governmental entity and specifically relate to the operation of a rental vehicle business. Additional Mandatory Charges include a customer facility charge, airport concession fee, tourism commission assessment, vehicle license recovery fee, or other government-imposed taxes or fees. **“Agreement”** means the “Rental Agreement,” the Condition Report, these Terms and Conditions, the Internal Complaint Resolution Procedures, and all written addenda. **“Authorized Driver”** means a driver authorized to use the Vehicle as more specifically defined in Paragraph 8 below. **“Charges”** means the fees and charges that are incurred under this Agreement. **“Loss of Use” means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees.** **“Including”** or **“Includes”** means “including (or includes), but not limited to,” “including (or includes) without limitation,” and similar constructions. **“Rental Period”** means the period between the time you take possession of the Vehicle until the time that the Vehicle is either returned to or recovered by us and checked in by us. **“Rental Agreement”** means the document titled, “Rental Agreement.” **“Renter”** means the person or persons identified as the “renter” on the Rental Agreement. **“Travellers Autobarn”** means Travellers Autobarn Inc. **“Vehicle”** means the vehicle identified in the Rental Agreement as well as any replacement vehicle and includes all equipment, accessories, tires, tools or any additional rent items. **“We”** means Travellers Autobarn and **“our”** has a corresponding meaning. **“You”** means the Renter, all authorized drivers and any person whose credit card is presented for payment or who is otherwise responsible for any payment associated with the rental, and **“your”** has a corresponding meaning.

2 Rental, Vehicle Condition, Pick-up and Drop-off

- 2.1 This Agreement is a contract for rental of the Vehicle offered to you, and is a transfer of possession and use of the Vehicle only. You agree that you are not our agent for any purposes, and that you may not assign or transfer your obligations or sublease the Vehicle. By taking possession of the Vehicle, you agree to these Terms and Conditions.
- 2.2 You agree that you are renting the Vehicle “AS IS,” and that you have an opportunity to inspect it before leaving the premises. The Condition Report completed at the time you rent the Vehicle will note any existing damage to the Vehicle at the time of rental. You agree to return the Vehicle in the same condition (except for ordinary wear and tear) together with all tools, tires, accessories and equipment to the location and on the date specified on the Rental Agreement (or sooner, if demanded by Travellers Autobarn).
- 2.3 Vehicle pick-ups (**“Pick-Ups”**) are available anytime between 09:00 and 16:00 Monday through Saturday (other than federal/state holidays). Vehicle returns (**“Drop Offs”**) must occur before 15:00 Monday through Saturday (other than federal/state holidays). Our rental offices are closed on Sundays and federal/state holidays. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of it until we inspect it upon our next opening for business. All Charges may continue to accrue until the return location opens for business.

- 2.4 You will not receive a refund for late Pick-Up or early Drop Off of a Vehicle.** If an early Drop Off results in more than 14 unused days for the original reservation, we may issue a credit voucher for the unused days in excess of 14 if we approve your request for an early return credit voucher in writing before you return the Vehicle. We will calculate the value of the credit voucher by using the daily rate, which will be adjusted based on the new Drop-Off date. The adjusted daily rate may be higher than the originally booked daily rate. No credit is provided for optional extras, collision damage waiver, or selected optional insurance. We will also deduct a \$100 administrative fee from the value of the credit voucher to cover our costs associated with the early Drop Off and processing the credit voucher. The credit voucher can be applied to any new reservations made directly with Travellers Autobarn by the original Renter, subject to the then-current Terms and Conditions. You should evaluate your existing insurance or other coverage or consider the purchase of travel insurance to protect against the risk that you may need to pick-up a Vehicle later or return it earlier than expected. **If you extend your rental days after your pick-up date, you will not receive a credit for unused days if you return the Vehicle early.**
- 2.5** A 59-minute "Grace Period" after the return time stated on the Rental Agreement applies to all rentals. If the Vehicle is not returned within the Grace Period, a \$250 late fee applies. In addition, an additional \$250 late fee per day may apply until the Vehicle is returned, and we may report the Vehicle as stolen to the police if it is not returned on the date and time indicated on the Rental Agreement (to the fullest extent permitted by law).
- 2.6** To the fullest extent permitted by law, Travellers Autobarn may take possession of the Vehicle without prior demand and at your expense if it is illegally parked, used in violation of law or this Agreement, or if the Vehicle has been abandoned.

For rentals commencing in California: Warning: California Vehicle Code Section 10855 provides the following: "Whenever any person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within five days after the lease or rental Contract has expired, that person shall be presumed to have embezzled the vehicle."

You acknowledge that: (a) we may activate electronic surveillance technology to locate the Vehicle if it is not returned within 72 hours* of the contracted return date or extension of that date; and (b) that you were orally advised that we may activate electronic surveillance technology as described in (a). We will provide you 24 hours' advance notice before activating electronic surveillance technology by telephone and electronically. You agree to receive electronic communications from us at the email address provided on the Rental Agreement.

(*24 hours beginning January 1, 2025)

By initialing here, you acknowledge that you have read, understood and agree to this paragraph
Renter's Initials X_

For rentals commencing in Nevada: If the Vehicle is not returned on the date and time indicated on the Rental Agreement, We reserve the right to report the vehicle stolen to the appropriate authorities.

3 Rental Extensions, Change of Drop off Location, and Amendments

- 3.1** If you wish to extend the rental while the Vehicle is on rent, you must first obtain written authorization from Travellers Autobarn's Central Reservations. A casual conversation on the topic with a Travellers Autobarn staff branch member does not constitute authorization. A **requested extension will be subject to availability and is not authorized until: (a) we have expressly approved and confirmed the new return date in writing; and (b) you have paid all fees related to the extension (including change fees and "relocation fees," if applicable) in full.** Please communicate all extension requests by calling Central Reservations via the **1-800-469-4790 Customer Assistance Line** at the earliest possible opportunity as all requests are subject to availability.
- 3.2** If you wish to change the Drop-Off location, you must obtain written authorization from Travellers Autobarn Central Reservations. A casual conversation with a Travellers Autobarn staff member does not constitute authorization. A requested change of Drop Off location will be subject to availability and is not approved and confirmed until: (a) we have expressly approved and confirmed the new Drop-Off location in writing; and (b) you have paid a "relocation fee" of up to \$500. Please communicate all change of Drop Off location requests by calling Central Reservations via the **1-800-469-4790 Customer Assistance Line** at the earliest possible opportunity as all requests are subject to availability.
- 3.3** If we agree to make changes to the Pick-Up or Drop-Off dates or locations, the following additional fees and conditions may apply:
- 3.3.1** You will not receive a refund for any changes to the rental dates that you make less than 28 days before the original scheduled Pick-Up date (or during the rental) if the change reduces the original length of the rental Period. In that case, you will be responsible for paying the rental fee for the number of days originally booked. In addition, a "relocation fee" may apply if you request a change the Pick-Up or Drop-Off location less than 28 days of the original scheduled Vehicle pick up date.
- 3.3.2** A \$100 "change of booking" fee applies for any changes to your reservation that are made 15 to 28 days of the original scheduled date of Pick-Up date. A \$250 "change of booking" fee applies for any changes that are made less than 14 days before the original scheduled Pick-Up date or during the Rental Period. No fees apply for any changes more than 28 days before the original scheduled Pick-Up date.
- 3.3.3** You are responsible for all costs that we incur due to unauthorized change of Drop-Off location, including the cost of returning the Vehicle to its intended location plus our lost rental fees due to the Vehicle being unavailable for subsequent rent at the agreed-upon Drop Off location.

4 Rental Duration, Mileage and One-Way Fees

- 4.1** For purposes of calculating rental fees (for all of our vehicles): (a) the first day of the Rental Period is the day of Pick-Up, regardless of the time of Pick-Up; and (b) the final day of the Rental Period is the day that the Vehicle is returned (or recovered by us) and checked in, regardless of the time of Drop-Off or recovery.
- 4.2** The minimum Rental Period is between 3 to 10 days for all Vehicles (for both same city returns and one-way rentals), depending on the season when your rental occurs. We may change this policy at any time.
- 4.3** If you do not return the Vehicle to the Pick-Up location, a one-way fee may apply; this fee may vary according to location, seasonality and the length of the booking.
- 4.4** The base rental rate for all vehicles includes unlimited mileage during the Rental Period, subject to the travel restrictions described in Paragraph 18 of these Terms and Conditions.
- 4.5** A service fee may apply to cover the maintenance & preparation costs of the vehicle.
- 4.6** The base rental rate and all other Charges will be payable in U.S. dollars

5 Multiple Rentals

You may combine consecutive rentals to qualify for a long term discount rate if all travel is completed within a three month period. If drop off of a Vehicle and pick up of a new Vehicle occurs on the same day, each Vehicle will be: (a) subject to a separate rental agreement and will be considered as separate and distinct rentals; and (b) treated as separate rentals for all fees and policies, including one-way fees and minimum rental period requirements.

6 Substitution of Vehicle

- 6.1 We reserve the right to substitute a comparable or upgraded vehicle at no extra cost to you if the vehicle that you originally reserved is unavailable due to unforeseen circumstances. You agree that our substitution of comparable or upgraded vehicle does not constitute a breach of this Agreement and does not entitle you to a refund or other compensation.
- 6.2 If you request to downgrade the Vehicle from the class of vehicle that you originally booked, you might not receive a refund or any other compensation.

7 Rental Refusal

- 7.1 Travellers Autobarn reserves the right to refuse any rental at our discretion.

8 Authorized Drivers

- 8.1 "Authorized Driver" means: (a) the Renter; (b) each additional driver who is listed by us on and who has signed your Rental Agreement; ("Additional Driver"); and (c) any additional person meeting the definition of "Authorized Driver" under applicable motor vehicle rental law. Authorized Drivers are the only persons permitted to drive the Vehicle and must meet all of the following conditions:
 - 8.1.1 Be a holder of a valid full driver's license (state, national or international) for the class of vehicle rented, which must be presented at the time of rental.
 - 8.1.2 Present a valid international driver's permit ("IDP") if the driver's license is not written in English. An accredited English translation will be accepted in lieu of an IDP.
 - 8.1.3 Be at least 21 years old.
 - 8.1.4 Except as otherwise required under applicable vehicle rental law, each Authorized Driver must be identified on the Rental Agreement and must sign the Rental Agreement.

9 Prohibited Use of the Vehicle

9.1 The Vehicle may not be driven by the following persons:

- 9.1.1 **Any person who is not an Authorized Driver;**
- 9.1.2 **A person who is not licensed for the class of vehicle driven;**
- 9.1.3 **A person who is: (a) impaired by a blood alcohol concentration in excess of the lawful percentage; or (b) under the influence of alcohol, narcotics, intoxicants, or prescription or non-prescription medications that affect vehicle operation;**
- 9.1.4 **A person who has given or for whom you have given a false name, age, address or driver's license details or other false or fraudulent information;**
- 9.1.5 **A person using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode;**

9.2 The Vehicle must not be used:

- 9.2.1 **To carry persons for or property for hire;**
- 9.2.2 **To carry inflammable, explosive or corrosive materials;**
- 9.2.3 **To drive through any tunnel or area restricting propane tanks;**
- 9.2.4 **To propel or tow any vehicle, trailer, boat or other object, unless Travellers Autobarn has authorized such use in writing;**
- 9.2.5 **To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed;**

- 9.2.6 **For driver training, racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes;**
- 9.2.7 **In a dangerous, careless, willful, wanton or reckless manner;**
- 9.2.8 **In connection with any conduct that could properly be charged as a felony;**
- 9.2.9 **In violation of any federal, state, provincial, or local law, rules or regulations;**
- 9.2.10 **With contaminated fuel or fuel that does not meet the manufacturer's specifications or recommendations;**
- 9.2.11 **By any person to lie or stand on the Vehicle roof, hood, or trunk;**
- 9.2.12 **Outside of the United States and Canada or in violation of the Travel Restrictions described in Paragraph 18 of these Term and Conditions.**
- 9.3 **The Renter acknowledges that Travellers Autobarn retains title to the Vehicle at all times. The Renter shall not agree, attempt, offer or purport to sell, assign, sublease, lend, pledge, mortgage, rent or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.**
- 9.4 **Smoking or vaping in the Vehicle and/or use of candles or mosquito coils are also prohibited.**
- 9.5 **Animals (other than service animals) are not allowed in any Vehicle. Renter is fully responsible for all damages caused by animals. A minimum excess cleaning fee of \$250 for cleaning/deodorizing applies if you return the Vehicle with excessive animal hair, odors, or other trace of animals.**
- 9.6 **Each use described in Paragraphs 9.1 through 9.5 is a "Prohibited Use" of the Vehicle and constitutes a material breach of this Agreement. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND MAY VOID LIABILITY AND OTHER INSURANCE COVERAGE (TO THE FULLEST EXTENT PERMITTED BY LAW).**

10 GPS Units & Tablets

- 10.1 If we offer GPS units and tablets for rent, they are subject to availability, rented AS IS, and must be returned at the end of the Rental Period in the same condition as when rented. GPS units and tablets must be inspected and installed by you. You must follow manufacturer instructions for any GPS units or tablets that you rent.
- 10.2 A fee of \$7 per day applies for the rental of a GPS unit. Fees are payable up to a maximum of 20 days, thereafter no fees apply (maximum \$140).
- 10.3 A fee of \$10 per day applies for the rental of a tablet. Fees are payable up to a maximum of 20 days, thereafter no fees apply (maximum \$200).
- 10.4 The Renter will be liable up to a maximum charge of \$250 if a rented GPS unit or tablet, mount, charger or carrying case is lost, missing or damaged during the rental. The Renter must also ensure due care is taken with the GPS unit or tablet by keeping it protected and out of sight while the Vehicle is unattended. The Renter must also follow all usage and safety guidelines provided by the manufacturer of the GPS unit or tablet and Travellers Autobarn.
- 10.5 Travellers Autobarn is not responsible for any harm, damage, loss (including consequential loss) that occurs as a result of your use of the GPS unit or tablet.

11 Living & Camping Kits

For your convenience, we also may offer for rent the following optional "living and camping kits" (such as bedding, cooking equipment, eating utensils, bath and tea towels):

- 11.1 2 & 3 berth campervans for an optional fee of \$45
- 11.2 4 berth campervans for an optional fee of \$75. 4 berth campervans can have equipment for a 5th person added for an additional cost of \$25.
- 11.3 Station-wagons may include camping equipment (including tent, cooker, cooler, and table and chairs), suitable for 2 persons for an optional fee of \$45. Extra kits for Station-wagons are available on request for an additional fee of \$45.

12 Child Restraint Systems

We may offer for rent child restraint systems, including infant seats and booster seats, for an additional fee of \$45 per rental. **Infant seats may be used in Station-wagons and Hi5 Campervans ONLY (babies must be six months or older to ride in Hi5 Campervans). Baby seats cannot be fitted into ANY other campervan class.** The fitting and installation of all child restraint systems remains the responsibility of the Renter and you acknowledge that Travellers Autobarn gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle. You agree to comply with each State's applicable child restraint law. See <https://www.travellers-autobarnrv.com/child-restraint-systems> for additional information.

For Rentals Commencing in California: CALIFORNIA LAW REQUIRES ALL CHILDREN UNDER 8 YEARS OF AGE TO BE TRANSPORTED IN THE REAR SEAT OF THE VEHICLE IN A CHILD RESTRAINT SYSTEM. THIS AGENCY IS REQUIRED TO PROVIDE FOR RENTAL OF A CHILD RESTRAINT SYSTEM IF YOU DO NOT HAVE A CHILD RESTRAINT SYSTEM YOURSELF.

For Rentals Commencing in Nevada: Nevada law requires (with certain exceptions): (a) any driver of a passenger car and any passenger 6 years of age or older who rides in the front or back seat of a passenger car to wear a safety belt if one is available for that seating position; and (b) any passenger who is less than 2 years of age to be secured in a rear-facing child restraint system in the back seat of the motor vehicle pursuant to paragraph (b) of subsection 1 of [NRS 484B.157](#).

13 Propane Bottle

You acknowledge receipt of the Vehicle with propane bottle full of propane (if applicable) and agree to return the Vehicle with a full propane bottle. You agree to pay a \$50 refill fee if the propane bottle is not full on return, unless you purchase a prepaid propane option at the time of rental.

14 Cleaning Fee

You must either: (a) return the Vehicle washed, vacuumed, and uncluttered; or (b) pay (at any time) a \$100 "Standard Cleaning Fee." Even if you choose to pay the optional \$100 Standard Cleaning Fee, if you return the Vehicle excessively dirty or cluttered (as determined by Travellers Autobarn), an "Extra Cleaning Fee" of at least \$200 will apply.

15 Down Payment and Payment Cards

- 15.1** For direct bookings, a minimum down payment of \$200 of the total rental charge is required when making a reservation to secure your booking. Bookings are not confirmed until the down payment is received.
- 15.2** The full balance due for the Rental Period is payable upon pick up of the Vehicle. Payment can be made by cash, debit or credit card. **We will process any refunds within 7 days after the completion of your rental (after we have performed a final audit). Your payment card issuer's rules will apply to crediting your account for any excess, which may not be immediately released by your card issuer.**
- 15.3** We accept Visa, MasterCard and American Express, which will incur an additional non-refundable 4% payment administration fee on any transaction.
- 15.4** Travellers Autobarn is entitled to retain the Renter's credit card details in accordance with the Payment Card Industry – Data Security Standards and applicable law and take any action necessary to recover from the Renter's payment card for all Charges, including for, tolls, violations and all additional fees and Charges incurred under this Agreement.
- 15.5** All Charges are payable in U.S. dollars.
- 15.6 All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

16 Financial Obligations; Payment of Charges; Deposit

You are responsible for all Charges. By entering into this Agreement you authorize Travellers Autobarn to process your payment card (and you will pay on demand any balance) for all Charges, including:

- 16.1.1 All rental charges and fees specified in this Agreement.
 - 16.1.2 All Additional Mandatory Fees.
 - 16.1.3 Charges and fees for optional products and services that you purchase.
 - 16.1.4 All charges claimed from Travellers Autobarn in respect of tolls or parking or any other traffic violations incurred during the Rental Period.
 - 16.1.5 All loss or damage referred to in Paragraph 22.4.
- 16.2 **You permit us to reserve against your payment card a reasonable amount in addition to the estimated total Charges and to use the reserve to pay all Charges. We will authorize release of any excess reserve at conclusion of the rental. Your payment card issuer's rules apply to crediting your account for an excess, and it may not be immediately released.**
- 16.3 All persons identified as "Renters" and "Authorized Drivers" are jointly and severally responsible for all obligations under this Agreement, including the payment of Charges.

17 Traffic Violations and Tolls

- 17.1 **You are responsible for paying charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, moving violations, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period.**
- 17.2 The Vehicle may be enrolled in an electronic toll collection service to pay for Tolls electronically. If you use any toll facility, including a cashless toll road, tunnel or bridge, and do not have your own electronic device or pass that is accepted by the relevant toll authority or do not make other payment arrangements, you agree that we or a third-party processor of our choosing ("Processor") may, in our (or their) discretion and without prior notification to you, pay the Toll plus applicable taxes and fees on your behalf directly to the charging authority. If we or the Processor elect to pay a Toll directly, we will: (a) send you an email with the details of the Toll(s) incurred during the previous week; and (b) charge your payment card on file for the face value of each incurred Toll plus any taxes or fees imposed by the charging authority plus a \$5.80 administrative fee per incurred Toll.
- 17.3 If we or a Processor are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we or a third-party processing firm of our choice ("**Processor**") may, in our discretion and without prior notification to you, pay the Violation plus applicable taxes on your behalf directly to the charging authority, and you may not be able to challenge the validity of the Toll or Violation before the charging authority. If we or the Processor elect to pay a Violation directly, we will charge you the face value of the Violation and taxes plus a non-refundable processing fee of up to \$50 for each notification.
- 17.4 We, Verra Mobility or a Processor may, in our sole discretion, transfer liability for any Toll or Violation assessed against the Vehicle during the Rental Period to you personally (if permitted by applicable law). If liability is transferred to you, we or the Processor will charge you an administrative fee of up to \$50 per Toll or Violation.
- 17.5 The Renter authorizes Travellers Autobarn or the Processor to charge all Toll and Violation fees, taxes and other charges plus administrative and processing fees to the payment card you supplied at the time of rental.
- 17.6 You agree that we may give your payment card and any other relevant personal information related to the rental of the Vehicle to a Processor and/or relevant authority for the purposes of processing, payment and administration of all Tolls and Violations assessed against you, the Vehicle, or Traveller's Autobarn during the Rental Period.
- 17.7 **Certain toll roads do not accept cash.** To avoid all Tolls, toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all Tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid Tolls; or consult local authorities for other payment methods.

By initialing here, you acknowledge that you have read, understood and agree to this paragraph
Renter's Initials X_____

18 Travel Restrictions

- 18.1** You may drive the Vehicle only on: (a) paved roads; or (b) well-maintained access roads (less than 500 yards long) to recognized campgrounds and parking areas. **To the fullest extent permitted by law, travel on unpaved roads may void insurance coverage, as well as any optional collision damage waiver or other protection that you purchase and you may be liable for the total cost of damage that is caused or contributed to by reason of travelling, or having travelled, on unpaved roads.**
- 18.2** Travellers Autobarn reserves the right, at our discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions.
- 18.3** All Travellers Autobarn vehicles are strictly prohibited from travelling to Mexico, there is no insurance coverage in Mexico.
- 18.4** Vehicles are **not permitted** in Death Valley between May 1st and September 30th.
- 18.5** Vehicles are **not permitted** at Burning Man.
- 18.5.1** If we learn the vehicle has been to Burning Man you will be charged a \$1000 "Burning Man supplementary fee".
- 18.5.2** The Burning Man supplementary fee covers inspection, cleaning, excessive wear & tear, devaluation of vehicle, and driving on unsealed roads.
- 18.6** You must have our prior consent and pay an additional "Canada Entry Fee" of \$750 before traveling to Canada. If you travel to Canada without our prior consent, we will charge you an additional fee of \$1,500 to cover our additional costs incurred by your taking the Vehicle to Canada, including relocation of the Vehicle and excessive mileage costs.
- 18.7** Vehicles may be operated in all U.S states, **but may not be operated in Alaska and are not permitted to enter Alaska.**
- 18.8** To the fullest extent permitted by law, failure to comply with the travel restrictions described in this Section 18 may void insurance coverage, as well as any optional collision damage waiver or other protection that you purchase. See Paragraphs 22.4, 22.5, 22.6 and 22.7 of this Agreement for additional information on your responsibility for damage to the Vehicle, insurance, collision damage waiver, and supplemental liability insurance.

By initialing here, you acknowledge that you have read, understood and agree to this paragraph
Renter's Initials X__

19 Customer Care and On-Road Assistance

- 19.1 24 Hour Roadside Assistance service** is provided. If the Vehicle requires Roadside Assistance please call us via the **1-800- 469-4790 Customer Assistance Line.**
- 19.2 Roadside Assistance requests** due to the Renter's error or non-mechanical issues, such as running out of gas, flat tire, dead battery resulting from leaving lights/engine on, broken keys or keys locked in Vehicle, or getting stuck in the mud, etc., will result in a charge to you and will be payable by you directly to the Roadside Assistance provider. This fee is not refundable to you by Travellers Autobarn.
- 19.3 TRAVELLERS AUTOBARN "CUSTOMER ASSISTANCE."** Travellers Autobarn provides a **1-800-469-4790 Customer Assistance Line**, if you have any questions during your rental.
- 19.4 TRAVELLERS AUTOBARN NON-EMERGENCY CUSTOMER ASSISTANCE** service operates 09:00 to 20:00 (Pacific Time) Monday to Saturday and 10:30 to 15:00 (Pacific Time) on Sundays and federal/state holidays.

19.5 WEEKEND & HOLIDAY LIMITED SERVICE - The Travellers Autobarn CUSTOMER ASSISTANCE TELEPHONE LINE is offered as a courtesy to renters who may find themselves in desperate need of our support and emergency roadside assistance on weekends and holidays. On weekends and holidays, most support services such as mechanical garages, are closed and therefore limited help is available, in any case.

19.6 Please restrict weekend and holiday calls to the CUSTOMER ASSISTANCE LINE to EMERGENCY ROADSIDE ASSISTANCE CALLS ONLY.

19.7 If your call relates to servicing, administration, extensions, accounts enquiries or minor mechanical issues please call Monday to Friday 09:00 to 17:00 (Pacific Time).

19.8 Although you may contact 1-800-469-4790 24/7 for emergency roadside assistance, you understand that **Travellers Autobarn does not provide a general, non-emergency 24/7 customer assistance line.**

20 Repairs and Mechanical Breakdowns

20.1 Travellers Autobarn Vehicles are maintained and serviced to a high standard, however this does not prevent the occasional mechanical malfunction. You may make minor repairs of a mechanical nature that cost less than \$100 without our prior authorization, and we will reimburse you upon completion of the rental if you produce the invoices for the repairs.

20.2 If you experience any problems, even minor, you must call **1-800-469-4790 Customer Assistance Line** for further assistance and advice. For amounts over \$100, Travellers Autobarn must be informed and our written approval must be sought and obtained before undertaking repairs. We will usually approve repairs if you were not directly responsible for the damage but reserve the right to approve or decline repairs on a case by case basis. Repair invoices must be submitted, or the claim will not be paid.

20.3 If the Vehicle is inoperable as a result of the defect or breakdown, Travellers Autobarn's liability is limited to either (a) refunding You the rental fees (excluding any fees for optional collision damage waiver or optional insurance that you purchased) for the time that the Vehicle was actually in repair; or (b) providing a replacement vehicle subject to availability. Travellers Autobarn also may grant an extension to the Rental Period in lieu of providing a refund. You agree that Travellers Autobarn will not be responsible for the costs of alternative accommodation, travel costs (including travelling to the location designated by Travellers Autobarn to pick up a replacement vehicle), food, or any other cost or expense resulting from the breakdown, accident or repair of the Vehicle.

20.4 You acknowledge that if you do have an issue with your Vehicle, resolution of the problem may be complicated and delayed if breakdown, malfunction, or other incident occurs during the weekend (15:00 Friday through 09:00 Monday) or on public holidays and/or occurs in a remote location, and you agree to release Travellers Autobarn from any claims that may arise due to the timing or location of the issue. **To help avoid delays caused by timing and location, we encourage you to monitor the Vehicle, check fluids, etc. continuously, and to the extent possible, have any mechanical or other issues addressed before the start of a weekend and/or before traveling into a remote area.**

20.5 Our responsibility to provide a rental extension or refund of rental fees is conditioned on your reporting of any problems associated with the Vehicle, including equipment failure, as soon as possible and within 24 hours of discovery of the problem in order to give us the opportunity to correct the problem.

20.6 Malfunctions of stereo systems, cabin lights, air-conditioning, refrigerators, microwaves, sink water pumps, and other Vehicle features that do not affect Vehicle operability, are not considered mechanical breakdowns, and Travellers Autobarn will not refund rental fees or provide a rental extension or be responsible for any other payment to you because of any downtime of these systems and features.

21 Gasoline, Fluids and Tires

21.1 For your convenience the Vehicle's fuel tank is full at Pick Up, and you must return the Vehicle with a full fuel tank. If you do not return the Vehicle with at least the same amount of fuel as was provided at Pick-Up, you must pay a refueling fee equal to the current per-gallon fuel cost in the local area surrounding the Drop-Off location at the time of refueling plus a refueling fee of \$50 to cover our additional costs associated with refueling the Vehicle.

21.2 IMPORTANT – OIL & WATER LEVELS

The Renter is responsible for: (a) checking (at least daily), and maintaining all fluid levels; and (b) immediately resolving and reporting any defect of which you become aware (however slight) to Travellers Autobarn by calling the **1-800-469-4790 Customer Assistance Line**. For non-emergency defects, "immediately" means during the regular business hours for the Customer Assistance Line described in paragraphs 19.4 and 19.5. Topping up a Vehicle that is losing cooling liquid is not rectifying the problem. Resolution of a defect means a fit and proper diagnosis and repair. Travellers Autobarn cannot stress enough your responsibility in this regard. Continued operation of the Vehicle after a defect has occurred may lead to serious consequential damage to the engine and also may void any optional collision damage waiver or other optional protection that you purchase (to the fullest extent permitted by law).

By initialing here, you acknowledge that you have read, understood and agree to this paragraph

Renter's Initials X_____

21.3 IMPORTANT – Tires

You are responsible for checking, at least daily, the condition of the Vehicle's tires, including tread depth, uneven wear, and any visible damage. You must immediately report any tire defect that you become aware of to Travellers Autobarn, by calling the **1-800-469-4790 Customer Assistance Line**. Travellers Autobarn cannot stress enough your responsibility in this regard. Continued operation of the Vehicle after a tire defect has occurred may lead to serious injury or consequential damage to the Vehicle and may void any optional collision damage waiver or other optional protection that you purchase (to the fullest extent permitted by law).

By initialing here, you acknowledge that you have read, understood and agree to this paragraph

Renter's Initials X_____

21.4 IMPORTANT – AVOIDANCE of OVERHEATING

We cannot stress enough the risks of continued driving if your Vehicle begins to overheat, or if it has a known cooling system problem of any kind. If your temperature gauge moves in a direction that is a departure from normal, stop immediately, investigate and call Travellers Autobarn on **1-800-469-4790 Customer Assistance Line**. Do NOT wait for it to cool and drive again as you may cause further catastrophic damage to your engine, for which you WILL be liable. Driving with an inoperative or malfunctioning temperature gauge may lead to consequential damage to the Vehicle; and may void any optional collision damage waiver or other optional protection that you purchase (to the fullest extent permitted by law).

By initialing here, you acknowledge that you have read, understood and agree to this paragraph

Renter's Initials X_____

21.5 IMPORTANT – WATER CROSSING & CHARGES

Do not drive across flooded roadways. Any damage caused as a result of driving or immersing the Vehicle in water is your responsibility and may void any optional collision damage waiver or other optional protection that you purchase (to the fullest extent permitted by law).

By initialing here, you acknowledge that you have read, understood and agree to this paragraph
Renter's Initials X_____

22 Accidents, Responsibility for Damage to the Vehicle, Insurance, Optional Protection Products

22.1 In the event of an accident You must:

- 22.1.1** Record the location, date and time of the accident;
- 22.1.2** Record the names, addresses and vehicle registrations of third parties and any witnesses;
- 22.1.3** Record the name of the other party's insurance company;
- 22.1.4** Not accept blame or liability or insist the other party is at fault;
- 22.1.5** Report the accident to the police within 24 hours after the accident;
- 22.1.6** Notify Travellers Autobarn within 24 hours after the accident; and
- 22.1.7** Complete the Travellers Autobarn Accident Form

22.2 In the event of an accident where the Vehicle is no longer operational, it will be at the discretion of Travellers Autobarn whether any alternative Vehicle will be supplied.

22.3 In the event of an accident, where the Vehicle is no longer operational and no alternative Vehicle is available to the Renter, our liability is limited to a refund of the remaining unused rental charges.

22.4 Your responsibility for damage to or loss or theft of the Vehicle is subject to the following state-specific terms:

22.4.1 RESPONSIBILITY FOR DAMAGE OR LOSS FOR RENTALS COMMENCING IN CALIFORNIA:

(a) You are responsible for all damage to or loss of the Vehicle caused by collision, regardless of fault. Subject to limits of California law, your responsibility includes: (i) all physical and mechanical damage to the Vehicle (up to the fair market value of the Vehicle) measured as follows:

(A) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle less salvage; (B) if we determine that the Vehicle is repairable, the actual or estimated cost of the repairs performed; (C) an administrative fee as permitted by Cal. Civ. Code § 1939.05(D); and (D) our actual charges for towing, storage, and impound.

(b) You are responsible for loss due to theft of the Vehicle and damage caused by vandalism that occurs in connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle (up to the fair market value of the Vehicle). You will be presumed to have no liability for any loss of the Vehicle due to theft if: (i) an Authorized Driver has possession of the ignition key furnished by us or an Authorized Driver establishes that the ignition key furnished by us was not in the Vehicle at the time of the theft, and (ii) an Authorized Driver files an official report of the theft with the police or other law enforcement agency within 24 hours of learning of the theft and reasonably cooperates with us and the police or other law enforcement agency in providing information concerning the theft.

(c) You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500.

(d) You are responsible for replacing missing equipment and Vehicle documents and broken or missing keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.

RESPONSIBILITY FOR DAMAGE OR LOSS FOR RENTALS COMMENCING IN NEVADA: you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: **(a)** mechanical damage to the Vehicle resulting from your deliberate or negligent act or omission, and all physical damage to the Vehicle regardless of cause, measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle as determined in the customary market for the sale of the Vehicle; (ii) if we determine that the Vehicle is repairable, the reasonable estimated retail value or actual cost of repair. We will subtract or promptly credit you for any discounts, price reductions, or adjustments we receive from the estimated or actual repair costs, and the repair costs will be capped at the fair market value as determined in the customary market for the sale of the Vehicle; **(b)** Loss of Use, which is measured by multiplying your daily rental rate, excluding optional charges, by either the actual or estimated number of days from the date the Vehicle is damaged until it is ready to be returned to service (which will be as soon as practicable), which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. **Loss of Use shall be payable regardless of fleet utilization;** **(c)** a reasonable administrative fee as permitted by Nevada Revised Statutes §§ 482.3154 and 482.31535; **(d)** our actual towing, storage, and impound charges; and **(e)** all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. Your responsibility for physical damage to the Vehicle and Loss of Use resulting from vandalism not related to theft of the Vehicle and not caused by an Authorized Driver will not exceed \$2,500. You are not responsible for loss or damage to the Vehicle resulting from theft or vandalism related to the theft if you have possession of the ignition key or you establish that the ignition key was not in the Vehicle at the time of the theft; you file an official report of the theft with the police within 24 hours of learning of the theft and you cooperate with us and the police in providing information regarding the theft; and neither you nor an Authorized Driver committed or aided in the commission of the theft. You are responsible for replacing missing equipment and Vehicle documents and broken or missing keys. You must report all Vehicle accidents or incidents of theft and vandalism to us and the police upon discovery.

22.5 Automobile Insurance

You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide primary motor vehicle liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. We provide an insurance policy ("**Policy**") with the following coverage: (a) Bodily injury ("**BI**") and property damage ("**PD**") liability coverage with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss; (b) Personal injury protection ("**PIP**"), no-fault, or similar coverage where required, which is limited to \$2,000 or the minimum amount required by the law of the state whose laws apply to the loss—whichever is higher; and (c) Uninsured/underinsured ("**UM**"/"**UIM**") coverage where required up to the minimum amounts required by the laws of the state whose laws apply to the loss. **The Policy is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage.** You must: (x) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (y) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy may be void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report. **The Vehicle may not be taken to Mexico under any circumstances.**

22.6 Collision Damage Waiver (CDW)

If you purchase CDW, we will waive our right to hold you financially responsible for damage to or loss of the Vehicle. **CDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. CDW does not apply to Optional Equipment we rent to you for use in the Vehicle. Our CDW is subject to the following additional state-specific conditions:**

FOR RENTALS COMMENCING IN CALIFORNIA: You are responsible for all collision damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the rental may cover all or part of your financial responsibility for damage to, or loss of, the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of deductible, if any, for which you may be liable. If you use a credit card that provides coverage for your responsibility for damage to, or loss of, the Vehicle, you should check with the issuer to determine whether or not you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible for damage to or loss or theft of the Vehicle if you buy CDW. But, CDW will not protect you if: (a) you provided fraudulent information to us or if you provided false information to us and we would not have rented the Vehicle had we received true information; (b) damage to or loss of the Vehicle results from: (i) your intentional, willful, wanton, or reckless conduct; (ii) operation of the Vehicle under the influence of drugs or alcohol in violation of § 23152 of the California Vehicle Code; or (iii) towing or pushing anything; or (iv) operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (c) damage to or loss of the Vehicle occurs while the Vehicle is: (i) used for commercial hire; (ii) used in connection with conduct that could be properly charged as a felony; (iii) involved in a speed test or contest, or in driver training activity; (iv) operated by a person other than an Authorized Driver; or (v) operated outside the United States. Collision Damage Waiver cost is \$13 to \$16, depending upon the vehicle rented, per each full or partial 24-hour rental day, as further described on the Rental Agreement. Purchase of a CDW is optional and is not required in order to rent the vehicle.

By initialing here, you acknowledge that you have been informed, orally, that the damage waiver is optional and may be duplicative of coverage that you maintain under your own policy of motor vehicle insurance. _____.

FOR RENTALS COMMENCING IN NEVADA: Your CDW will be invalidated, and we will not waive our right to hold you financially responsible for loss or damage related to the Vehicle, Loss of Use, and charges for storage, impound, towing or administration, if an Authorized Driver provided fraudulent information to us or provided false information and we would not have rented the Vehicle had we received true information, if the Vehicle is operated by a person other than an Authorized Driver, or if damage or loss to the Vehicle (a) results from an Authorized Driver's: (i) intentional, willful, wanton, or reckless conduct; (ii) operation of the Vehicle while intoxicated in violation of Nevada Revised Statutes 484C.110; or (iii) use of the Vehicle to push or tow anything, or on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (b) occurs when the Vehicle is: (i) used for hire, involved in a speed test, speed contest, or driver training activity; (ii) used in connection with conduct that constitutes a felony; or (iii) operated outside the United States or outside of the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless this Agreement expressly provides that the Vehicle may be operated in other locations. In addition, CDW may be invalidated if damage or loss results from the theft of the Vehicle by an Authorized Driver or a person aided or abetted by an Authorized Driver. The Authorized Driver is presumed not to have committed or to have aided and abetted in the theft if the renter has possession of the ignition key or establishes that the ignition key furnished by us was not in the Vehicle at the time of the theft; files an official report of the theft with an appropriate law enforcement agency within 24 hours of learning of the theft; and, cooperates with us and the law enforcement agency in providing information concerning the theft).

22.7 Supplemental Liability Insurance (SLI)

SLI is optional protection that provides supplemental third-party liability insurance in an amount between state-required minimum financial responsibility limits and \$500,000 for the Renter and any authorized driver. If you choose to accept SLI, you do so in accordance with the brochure, a copy of which you acknowledged has been received by you, and the master policy is available for review from the rental counter. The cost of SLI is outlined on the Rental Agreement. There are exclusions which are outlined in this Agreement. **See Master policy for full details, copies of which are available on request from the Rental Counter at the time of pickup. The purchase of optional insurance products is not required to rent the Vehicle. Optional insurance products that we sell may provide coverage that duplicates coverage provided by your personal automobile liability policy or by another source of coverage.**

Special notice for rentals commencing in California: **The purchase of optional insurance products is not required to rent the Vehicle. Optional insurance products that we sell may provide coverage that duplicates coverage provided by your personal automobile liability policy or by another source of coverage. We are not qualified to evaluate the extent of your existing auto liability coverage. Optional insurance products are provided under individual policies issued to you or issued to you under a group or master policy issued to us by an insurer authorized to transact the applicable insurance business in the State of California. California Department of Insurance License Number: 6007861. The California Department of Insurance maintains a toll-free consumer hotline at 1.800.927.4357 (HELP).**

By initialing here, you acknowledge that you have read, understood and agree to this paragraph
Renter's Initials X_____

23 Relocation Conditions

A "relocation" is a necessary vehicle movement between Travellers Autobarn branches to meet the needs of full fee-paying reservations. If necessary, Travellers Autobarn will offer a 'relocation' Vehicle at a heavily discounted rate, but will do so over the strictest of short periods such as to cover the transport needs of the Vehicle movement. Should you wish to travel for longer periods or desire more freedom with your Vehicle, we highly recommend you inquire about Travellers Autobarn's very competitive rental rates.

- 23.1** The rental of relocation Vehicles is subject to the standard Terms & Conditions of Travellers Autobarn.
- 23.2** Relocations must be delivered in the set days we outline and may be offered from as little as \$1.00 per day.
- 23.3** Relocations will include 700 miles for a 3 day relocation, if greater than 3 days an additional 200 miles per day will also be included. Mileage travelled in excess of the included miles will be charged at \$0.50 per mile.
- 23.4** Relocations can only be collected on a weekday after 1PM on the day of pick-up and must be returned by 10AM on the day of drop-off. No relocations are available for Saturdays or Sundays
- 23.5** A minimum \$200 cancellation fee applies for any confirmed relocation bookings which are cancelled or if the Vehicle is not collected on the date agreed.
- 23.6** Any late deliveries will incur penalties of \$500 per day. There is a reason for the relocation. Usually it is being moved to fulfill a full fare paying reservation.
- 23.7** Any request to extend relocations will be considered subject to availability, and if approved will be charged at the standard daily rental rate from day one. Minimum rental periods may also apply.

24 Limit of Liability and Indemnity

- 24.1 TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REGARDING THE VEHICLE OR OPTIONAL EQUIPMENT, NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE OR OPTIONAL EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. HOWEVER, NOTHING CONTAINED IN THIS AGREEMENT SHALL EXCLUDE, RESTRICT OR MODIFY ANY EXPRESS OR IMPLIED CONDITIONS, WARRANTIES OR REQUIREMENTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.**
- 24.2 To the fullest extent permitted by law, Travellers Autobarn will have no liability to the Renter for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue or loss of opportunity).**
- 24.3** The Renter agrees to defend, indemnify, and hold harmless Travellers Autobarn its employees, agents and contractors from and against all actions, claims, demands, losses, consequential, special or punitive damages, costs, expenses (including, legal costs), or harm incurred by Travellers Autobarn resulting from, or arising out of: (a) this rental and your use of the Vehicle or our repossession of it; or (b) any breach or failure by You in the performance of your obligations under this Agreement.
- 24.4** Without limiting any other term of this Agreement, to the extent that Traveller's Autobarn is permitted under any law to limit its liability, the aggregate of Travellers Autobarn's liability to the Renter is limited to an amount not exceeding the amount paid by the Renter to rent the Vehicle.

25 Breach of Contract/Termination

- 25.1** The Renter agrees that Travellers Autobarn shall have the right to refuse any rental and/or terminate this Agreement and, to the fullest extent permitted by law, take immediate possession of the Vehicle without notification to the Renter if:
- 25.1.1** The Renter fails to comply with Paragraph 9 or any of the other material terms and conditions of this Agreement;
 - 25.1.2** The Renter has obtained the Vehicle through fraud or misrepresentation;
 - 25.1.3** If the Vehicle is damaged; or
 - 25.1.4** In the reasonable opinion of Travellers Autobarn and/or the police, the driver of the Vehicle does not have sufficient skill or experience to operate the Vehicle in a safe manner or that the safety of the passengers or the Vehicle is at risk.
- 25.2** If we terminate this Agreement and repossess the Vehicle, the Renter will: (a) not be entitled to any refund the rental charges whatsoever; and (b) be responsible for the payment of any towing costs to return the Vehicle to the agreed return location.
- 25.3** **To the fullest extent permitted by law, You indemnify Travellers Autobarn, its employees and agents to the fullest extent permitted by law from claims from any person resulting from entry into any third- party property to repossess the Vehicle. The termination of rent under this Paragraph 25 is without prejudice to any rights of Travellers Autobarn or the Renter under this Agreement or otherwise at law.**

26 Privacy

Travellers Autobarn will collect personal information about the Renter as part of the rental process and the Renter acknowledges that Travellers Autobarn may not be able to perform this Agreement if all the information requested is not provided. Any information collected will be handled in accordance with the Travellers Autobarn Privacy Policy, please visit www.travellers-autobarnrv.com/privacy-policy.

27 Telematics Notice

(a) You acknowledge that the Vehicle may be equipped with global positioning satellite ("GPS") technology, a telematics system, and/or an event data recorder (collectively, "Telematics Systems"). Your use of this Vehicle may be remotely monitored by us or on behalf of us through Telematics Systems to the fullest extent permitted by law. This remote monitoring may include the collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, as well as other elements we may deem necessary as permitted by law. Once collected, the Vehicle data may be combined with other information that you have provided to us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of the information collected from the Vehicle may include sharing the data with third parties (such as our service providers), as well as storage of this information after the expiration of your rental agreement. You agree to inform any and all drivers and passengers of the Vehicle of the terms of this paragraph 27. We are not responsible for the operability of any Telematics System included with the Vehicle.

(b) If your Vehicle has active Telematics System equipment, you understand that your use of the Vehicle is subject to the third-party Telematics System operator's terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about you and the Vehicle. If the Vehicle does not have an active Telematics System, you agree not to activate it. If you do activate a service in violation of this Agreement, you will be responsible for all subscription fees.

(c) We also reserve the right to use the Vehicle Telematics System in connection with your smart phone or other device to process the rental, including the start and end time, fuel levels, and mileage (to the fullest extent permitted by law).

By initialing here, you acknowledge that you have read, understood and agree to this paragraph
Renter's Initials X_____

28 Personal Property

To the fullest extent permitted by law, You waive all claims against us, our agents and employees for loss of or damage to the personal property of you or another person, which we received, handled, or stored, or which was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility. The Vehicle may be equipped with infotainment systems that deliver information and entertainment content (such as Bluetooth, navigation systems, music streaming systems). An infotainment system may download your contacts, communications, location or other personal information, and you should wipe all personal information from the Vehicle's systems before returning it.

29 Internal Complaint Resolution Policy

If you are dissatisfied with your Travellers Autobarn experience, you may raise a complaint with us. We will handle all complaints through our "Internal Complaint Resolution Process," as it may be amended from time to time. A copy of the current version of the Internal Complaint Resolution is available on our website at www.travellers-autobarnrv.com/dispute-resolution.

30 Renter Warranties

- 30.1** The Renter warrants that all information supplied by Renter to Travellers Autobarn in connection with this Agreement is true.
- 30.2** You acknowledge that camper vans and other recreational vehicles can be very large and handle differently than passenger cars and require more skill and expertise to operate safely than a passenger car does. For example, the Vehicle may require more clearance above, in front of, behind, and beside it to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Spotters are recommended to assist the driver in backing Vehicles.

31 General Provisions

- 31.1** No right of Travellers Autobarn under this Agreement may be waived except in writing by an officer of Travellers Autobarn. No waiver of a party's rights is effective unless given by that party in writing, and any waiver is only effective in the specific instance and for the purpose of the waiver and no failure on the part of a party to exercise any right under this Agreement will operate as a waiver. No single or partial exercise of any right under this Agreement will preclude any other or further exercise of that right or the exercise of any other right.
- 31.2** This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreement between the parties relating to the subject matter of this Agreement that have been relied upon by the Renter.
- 31.3** The illegality, invalidity or unenforceability at any time of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.
- 31.4** All charges and expenses payable by the Renter under this Agreement are due on demand by Travellers Autobarn including any collections costs and reasonable legal fees incurred by Travellers Autobarn.
- 31.5** The Renter may not assign this Agreement or any rights or obligations under this Agreement without the written consent of Travellers Autobarn. The Renter authorizes Travellers Autobarn to sub-contract the provision of any of the services under this Agreement as Travellers Autobarn may require in its absolute discretion from time to time.
- 31.6** **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ALL RECOURSE AGAINST US FOR CRIMINAL PROSECUTIONS WE TAKE AGAINST YOU FOR BREACH OF THIS AGREEMENT.**

31.7 Unless otherwise provided, all references to a statute or regulation are intended as a reference to that statute or regulation as it may be amended or to a newly adopted statute or regulation replacing a repealed statute or regulation.



WARNING: Operating a motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the car. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

By signing below, you: agree to the terms and conditions of this "Agreement" as set forth on the Rental Agreement, the Vehicle Condition Report, and all pages of the Rental Agreement Terms and Conditions; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate payment card voucher in your name for all Charges, including Tolls and Violations, and to release your billing/rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; and authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our final audit. ALL CHARGES SUBJECT TO FINAL AUDIT.

Customer

Signed by Renter 1 _____ **Print Name 1** _____ **Dated** _____

Signed by Renter 2 _____ **Print Name 2** _____ **Dated** _____

Signed by Renter 3 _____ **Print Name 3** _____ **Dated** _____

Signed by Renter 4 _____ **Print Name 4** _____ **Dated** _____

Signed by Renter 5 _____ **Print Name 5** _____ **Dated** _____