



Terms and Conditions

1. **Definitions.** These terms and conditions and all other materials you sign at the time of rental constitute as *your* “contract”. The vehicle and all its equipment, tools, keys, tires, and accessories provided for rental, hereafter called is “vehicle”. The *contract* is between *you* and VanGo Automotive LLC, hereafter referred to as “lessor”, “we”, “our”, or “us”. “You” and “your” means the person signing this *contract*, all *authorized drivers* described and listed on the final page of this *contract*, and all passengers and any other person or entity on behalf of whom the *vehicle* is rented. “Authorized driver or operator” means renters listed on this agreement. “Physical damage” means damage to, or loss of, the *vehicle* caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the *vehicle* due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood, or fire or other comprehensive loss not caused by collision or upset. “Loss of use” means the loss of our ability to use the *vehicle* for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the *vehicle* is damaged or lost until it is replaced or repaired, times the daily rental rate.
2. **Nature of this Contract**

This *contract* is solely for the purpose of creating a bailment that allows *you* to use the *vehicle* as permitted by this *contract*. *You* acknowledge that the *vehicle* remains the property of the *lessor*. No one other than the *lessor* may transfer the *vehicle* or any rights or obligations under this *contract*. Any attempted transfer or net lease of the *vehicle* by anyone other than the *lessor* is void. *You* are not an agent, servant, or employee of the *lessor* in any manner, whatsoever. No one may service or repair the *vehicle* without *lessor’s* express approval (see paragraph 4.b.ii).
3. **Who May Operate the Vehicle**

You and the *authorized operators* must sign and date the final page of the contract, are required to be present at the *vehicle* check-out, be at least 25-years old, and provide proof of a valid driver’s license.
4. **Your Responsibility**

The *vehicle* may only be picked up by *you*, the *authorized operator*.

 - i. **Vehicle Check-out.** *You* acknowledge receiving the *vehicle* in good and safe mechanical condition and find the accessory equipment in acceptable condition. *You* acknowledge that *you* have received a familiarization tour (approximately 30-45 minutes), which is required to acquaint drivers with the operation of the *vehicle* before departure. At check-out, *you* and the *lessor* will complete the Rental Inspection Form. *You* must receive instruction on:
 - i. The operation, use, maintenance, and safety precaution required on the use of all systems, including, but not limited to, use and installation of liquid propane, appliances, electrical system and fueling system.
 - ii. Driving and safe operation of the *vehicle*.
 - iii. The *vehicle* servicing responsibilities, including accessing *lessor’s* phone line prior to continuance of operation of the *vehicle*, if in doubt about safe operation of the *vehicle*. *You* are responsible for checking engine oil, fluids, coolant levels and tire pressure, at each refueling, as well as immediately reporting mechanical failures. If any defect is discovered after acceptance of the *vehicle*, *you* acknowledge that continued use will be at *your* own risk, and *you* assume the liabilities of injury & damage. Instructions and procedures for maintenance and expense reimbursement are provided at rental check-out. *You* must comprehend & be familiar with these responsibilities & have all questions answered to *your* satisfaction.
 - ii. **Vehicle Usage.** *You* must operate the *vehicle* safely in compliance with all applicable laws and regulations and in compliance with all terms and conditions of the *contract*, including, but not limited to:
 - i. Complying with passenger seating seat belt law and child restraint law of any state in which the *vehicle* may be driven (children under six-years old or weighing less than 60 lbs. must use a federally approved child safety restraint or booster seat). *You* acknowledge that with any non-compliance of such laws, *you* shall be contributory and/or comparatively negligent to any injury resulting from such non-compliance.

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- ii. Keep the vehicle properly serviced and in good running order. *Lessor* will reimburse *you* for normal maintenance expenditures up to a maximum of \$50 during the rental period which will be credited towards the rental. All amounts above \$50 will require authorization by phone from *lessor's* office. Receipts must be kept for any work completed.
 - iii. In the event of damage (no matter how minor), loss or theft to the *vehicle*, whether or not due to *your* fault, *you* agree to file an accident/*vehicle* damage report immediately with the police and secure a copy of the police report. *You* agree to inform the *lessor* no later than 24-hours after the accident about the incident and provide a copy of the police report to the *lessor* when *you* return the *vehicle*. *You* will obtain the name, address, telephone number, driver's license and description of person/place of incident. *You* will deliver upon return to the *lessor* or to the insurer, every process pleading or paper of any kind relating to any claim, demand, suit, or proceeding, received by *you* in connection with any accident or occurrence involving the *vehicle*. *You* agree to refrain from aiding or abetting the assertion of any claim, and shall cooperate fully with *lessor* and the insurer in the investigation and defense of any claim or suit. If *you* fail to provide such cooperation *you* shall not be entitled to the liability insurance coverage herein described. If the *vehicle* is stolen, *you* shall assume the burden of firmly establishing its loss and will return the *vehicle* keys to the *lessor*.
 - iv. Travel during freezing conditions requires *you* to take extra precautions with fluids and any damage caused by plumbing freezing will be charged to *you*.
 - v. Drive on paved roads only: stop, park, and overnight in safe areas; and secure the *vehicle* in a locked position with keys removed, when away from the *vehicle*.
 - vi. The Westfalia Camper rentals are tall and long. Take precautions and watch for low tree limbs, narrow roads, awnings, and take corners wide. *You* are responsible for any damage that results from misjudgment of distances and space.
- iii. **Vehicle Return.** The *vehicle* must be returned on time (see section 5). If, during the course of the originally schedule retail period, *you* decide *you* would like additional time, *you* may call *lessor* to make arrangements at the regular rate provided if there are no reservation commitments to others based on *your* original scheduled return.
- The *vehicle* must be returned in the same condition as when received (excluding normal wear). Damages or loss of any equipment must be paid for by *you*. A fee of up to \$75 an hour will be charged if the *vehicle* is not returned clean and \$75 extra if the portable toilet is not clean. Cleaning fee will not exceed \$350.
 - *Lessor* reserves the rights to repossess the *vehicle* at any time without demand, at *your* expense if, in *lessor's* sole judgment, the *vehicle* appears to have been or is used in violation of this *contract* or is illegally parked, or is used in violation of law, or is apparently abandoned. *You* agree to indemnify us, defend us and hold us harmless from all claims, liability, costs, and attorney fees we incur resulting from, or arising out of this rental and *your* use of the *vehicle*. Any right to any hearing or to receive any notice or legal process is waived, as a pre-condition for *lessor* recovering the *vehicle*.
 - *You* are responsible for reporting at the *vehicle* return and payment of ALL parking and traffic violations while the *vehicle* was under *contract* to *you*.
 - *You* are responsible for reporting *vehicle* problems and submission of any and all claims for reimbursement including, but not limited to, reimbursement of maintenance expenses and as a result of *vehicle* breakdown (see section 4.b.ii & iii). All reimbursement claims must be supported by paid receipts and parts where applicable.

5. Rental Periods

The rental days are calculated on a 24-hour basis from the time of pick-up within the *lessor's* business hours. If *you* return the *vehicle* at a later hour than the hour when the *vehicle* was picked-up, there is a charge of \$50 for every hour late.

- A minimum of 3 rental nights is required during the *lessor's* peak season and 2 rental nights on the shoulder seasons. Rental charges are based on the rates in effect for a 2-3-night rental package (unless stated otherwise by the owners), a 6-night rental package, and additional night charges. The period of time covered by this contract shall not exceed 2-weeks.
- All rental charges are payable at booking of the *vehicle* by cash or approved credit card, or other.

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6. Deposit

A \$1,000 security/cleaning deposit will be required at the time of departure. Upon return, all extra charges, if any, are balanced against this deposit and a credit card or check refund is issued to cover the balance. This deposit is fully refundable upon the return of the *vehicle* if it is clean and undamaged, if there is no loss or damage to accompanying equipment, if there are no additional outstanding charges or fees, and if the fuel tank is at the same level as when rented out. There will be no refund of time charges for late pick-up or early returns.

7. Fuel

You are entirely responsible for the cost of fuel and propane during the rental period. *Lessor* makes no claims whatsoever as to the fuel consumption of any of its *vehicles*, and will accept no responsibility whatsoever if *your* estimate of fuel consumption is more or less than anticipated. Our gas charge is \$5 per gallon if returned with less fuel than when the vehicle was rented out.

8. Payment of Applicable Charges

You agree to pay the *lessor*, or the appropriate government authorities, or demand for all charges due to the *lessor* under this *contract*, including but not limited to:

- i. Time for vehicle use and mileage charges computed at the rates shown in this *contract* (mileage to be determined by reading factory installed odometer). Time and mileage charges are estimated at *vehicle* check-out. Mileage in excess of the free 150 miles averaged per day will be charged at 35 cents per mile.
- ii. Optional add-on products you purchase through the lessor.
- iii. Fuel if you return the vehicle with less fuel than when rented.
- iv. An hourly fee in addition to daily charges for each hour or fraction thereof that the *vehicle* is not returned to the location where rented or designated by the date and time set forth in *contract*, or sooner if demanded by *lessor*.
- v. Cleaning charges if the *vehicle* is returned unclean, at *lessor's* discretion.
- vi. Charges for repair or replacement of the *vehicle* due to damage or loss not otherwise covered hereunder, and payments to *lessor*, the amount of *lessor's* loss and expense for repairs, parts, labor and supplies, towing and loss of use of the *vehicle* (including without limitation, lack of proper repairs and failure to add oil, anti-freeze, water, air or other expendables necessary for the proper and safe operation of the vehicle) or due to failure to take proper precautions to prevent freeze or overheating damage to the *vehicle*.
- vii. Applicable sales, goods and services, use and other excise taxes, local fees, and amounts charged by *lessor*, as reimbursement for taxes and fees payable.
- viii. Fines, penalties, forfeitures, court costs and other expenses, if assessed against *lessor* with respect to use of the *vehicle* by *you* while on rental to *you*, unless solely due to *lessor's* fault.
- ix. Charges imposed by *lessor* and fines which may be imposed by federal, state, or provincial government due to tampering with the speedometer.
- x. *Lessor* acknowledges receipt of the deposit as security and other deposits and advance charges as a credit to any amounts due *lessor* hereunder.
- xi. Fees & costs arising from breach of *contract* & including processing traffic/parking violations while under *contract* to *you*. A \$25 fee will be assessed for processing parking tickets by the *lessor* in addition to the cost of ticket.
- xii. After the *vehicle* check-out, a change in drop off location, date of return, or apparent abandonment may require additional charges at *lessor's* sole discretion.
- xiii. Charges for repair or replacement of vehicle glass and tire damage.

9. Failure to Pay Charges

In the event that *you* fail to meet all obligations under this *contract* including the obligations (see section 8), *you* agree that in addition to all other remedies available to *lessor* at law and equity:

- i. Collection Expense. *You* agree to pay reasonable attorney's fees and court costs in addition to the amount of invoice remaining unpaid and interest thereon in the event *lessor* employs the services of an attorney to collect all or part of the invoice or to enforce its rights under this *contract* whether suit is instituted or not.
- ii. Interest on Unpaid Balance. *You* agree to pay a 2% per month late payment fee, the maximum rate allowed by law in the state where this *contract* is executed which will accrue from the date due until the date paid.
- iii. Credit Card. *Lessor* is hereby irrevocably authorized to debit all such unpaid amounts (see section 8), against any credit cards used by *you* for any initial payments or deposits to *lessor* or used as credit references. All charges are subject to final audit or revision by *lessor*.

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10. Restrictions

Any use of the *vehicle* as prohibited by the *contract* or failure to fulfill your responsibilities (see section 4) will breach this contract; will void any limitation of *your* responsibility under the *contract*, and make *you* fully responsible for *lessor's* actual and consequential damages, costs, and attorney's costs and fees resulting from that breach. To the extent permitted by law and all liability protection will also be void.

Under this *contract* *you* may not:

- i. Operate in violation of federal or applicable state, provincial, or local laws, rules regulations or ordinances.
- ii. Carry persons or property for compensation.
- iii. Propel or tow any vehicle or other object except as permitted in writing by *lessor*.
- iv. Engage in any race, test, training or contest.
- v. Operate in connection with or during any period of riot, strike, or civil commotion.
- vi. Operate if the vehicle is obtained from lessor by fraud or misrepresentation.
- vii. Allow operation by anyone except you and/or *authorized operators*.
- viii. Provide us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the *vehicle*.
- ix. Use for any illegal purpose or to carry explosives or other hazardous substances; carry firearms of any kind.
- x. Carry persons or property for hire.
- xi. Drive outside the of MN, WI, ND, SD, IA, IL, IN, and MI. Subject to a \$500 fee for unapproved state visits.
- xii. Drive on unpaved back roads, trails, and the like, commonly called "logging" roads or on any surface subjecting the vehicle to damage or road hazard.
- xiii. Drive during adverse weather conditions.
- xiv. Allow the vehicle to be driven by any person under the influence or intoxicants, medications, or drugs, or whose impairment renders driver unfit to operate the vehicle or whose medical history may subject driver to an impaired state (such as seizures, night blindness and the like) rendering driver unfit to operate the vehicle.
- xv. Operate or occupy the *vehicle* in a reckless or abusive manner that cause damage to the *vehicle's* interior/exterior.
- xvi. Operate, maintain, or refuel the vehicle if *you* have doubts about safe operation and cannot obtain professional assistance or access the *lessor's* assistance line.
- xvii. Further operate or use the vehicle, when signals of apparent problems (monitoring panel gauges, flat tires, steam arising from engine, abnormal noise, and the like) indicate damage to the vehicle from continued use.
- xviii. Allow the transport of more persons than the vehicle has seat belts.
- xix. Allow sitting or standing on the roof of the vehicle at any time, including in a parked position for viewing.
- xx. Operate if improperly loaded, or, if load is improperly secured.
- xxi. Drive with the pop-top is raised or roof vent is open.
- xxii. After an accident with the *vehicle* unless and until you summon the police to the accident scene.
- xxiii. Allow placements of signs, lettering, painting, or other legend or loudspeakers or sound apparatus on the vehicle.
- xxiv. Tamper, modify, disassemble or change the vehicle in any way, including speedometer tampering.
- xxv. Allow smoking inside the vehicle. Because it is difficult to remove smoke odor for the fabric of the camper, any evidence of smoking will result in a \$500 fee.
- xxvi. Carry an animal without *lessor's* written authorization in the rental. You may have one dog accompany *you* for *your* trip with prior authorization and a \$50 cleaning charge. Evidence of an unauthorized pet is subject to a minimum of a \$250 fee.

11. Breakdown and Repairs

You acknowledge the possibility of a mechanic failure or breakdown and acknowledge that such occurrence is an inherent contingency associated with the operation of the vehicle used, and that such contingency is beyond the control of the *lessor*. *You* agree to hold *lessor* harmless from and against any and all loss of time, transportation costs, inconvenience, loss of food in the vehicle and any and all expenses from such contingency in the event of mechanical failure or breakdown. *You* further agree to hold *lessor* harmless should damages occur to any of *your* personal property while carried in, or on, such vehicle, including loss or damages caused by fire, water, theft, or mysterious disappearance. *You* further agree to indemnify and hold harmless the lessor from, and against any and all claims for loss of or damages to property or injury to persons (including death) resulting through the use, operation, or possession of said vehicle and accessory equipment.

- *You* are responsible for checking engine oil, fluids, coolant levels and tire pressure, at each refueling, as well as reporting mechanical failures immediately. Instructions and procedures for maintenance and expense reimbursement are provided at departure. *Lessor* will make all reasonable efforts to assist *you* and arrange for repairs, subject to the business hours of local repair facilities, or deliver another vehicle to *you* dependent on vehicle availability and distant. The lessor has roadside assistance for 100 miles to assist with a breakdown or minor needs.

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- *Lessor* will pay for any mechanic bills not caused by negligence or abuse by a member of *your* party. Necessary repairs are refunded without previous authorization up to \$50. If *you* pay for repairs exceeding \$50 without previous authorization, *lessor* will not refund *you*. If the *vehicle* is not operable in excess of 12 continuous hours due to mechanical failure not the fault of you, the *lessor* is responsible to refund the daily rate of portion thereof. Radio, stereo, air conditioning, appliances, and refrigeration failures are not considered breakdowns and no refunds are made for repair time to these items. *You* may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance.
- If any terms and conditions of this *contract* are breached, including but not limited to, violation of any section of sections 4 and 10, *you* are responsible for any and all loss of or damage to the *vehicle* from any cause regardless of fault. *Your* responsibility will not exceed the fair market value of the *vehicle* at the time of loss or damage, less salvage value, plus as permitted by law, actual towing, storage and impound fees, administrative charges, and a charge for loss of use.
- If *you* are having any malfunctions or problems, *you* must call the lessor immediately so that the *lessor* has an opportunity to resolve the problem. No compensation will be considered unless we are notified in advance of your return. If no one is available to take *your* call, *you* should leave a message and a phone number *you* can be reached at, leave a detailed message about the problem you are having including your location and call back in one-hour if you have not heard back from the lessor.

12. Insurance

You are responsible for all damage or loss you cause to others. You agree to provide your auto liability, collision and comprehensive insurance covering you, us, and the *vehicle* as the primary insurance. Where State law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The *policy* provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. Coverage is void if you violate the terms of this *contract* or if you fail to cooperate in any loss investigation conducted by us, or our insurer. The *policy* does not cover losses caused by drivers of the *vehicle* who are not *authorized drivers*.

13. Miscellaneous Provisions

- By *your* filing of claims for reimbursement, settlement of applicable charges, and *your* signature of *contract* at return, *you* waive all and any claims against *lessor*, and its officers, directors, employees, and shareholders and all parties, travel agents, wholesalers and the like, related to the reservation and rental of the *vehicle*.
- If any one or more of the terms or conditions of this *contract* should be held contrary to any provision of applicable law or contrary to or against public policy, or shall for any reason whatsoever held invalid or unenforceable, then such terms or conditions shall be null and void and shall be deemed separate from the remaining terms and conditions of this contract, and shall in no way affect the validity of any of the other terms and conditions.
- A waiver by us of any breach of this *contract* is not a waiver of any additional breach or waiver of the performance of your obligations under this *contract*. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this *contract* does not constitute a waiver of any other provision of this *contract*. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this *contract* is deemed void or unenforceable, the remaining provisions are valid & enforceable.

14. Caring for a Classic Vehicle

Volkswagen Vanagon Campervans are expensive classic vehicles. Please remember to always treat the vehicle with care. Never force a drawer, door, etc. shut and it's important to read the lessor's handbook for further instruction on properly using the vehicle and its accessories.

I have read and fully understand the terms & conditions and agree to be responsible and abide by this contract.

****** Those who are not driving just simply list their names as the passenger.***

Print Primary Driver's Name	Signature	Date
Print Secondary Driver's (or Passenger's) Name	Signature	Date
Print Third Driver's (or Passenger's) Name	Signature	Date
Print Fourth Driver's (or Passenger's) Name	Signature	Date