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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 is called “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 of 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, provide proof of a valid driver’s license, and have full coverage insurance.
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’ll 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 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 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 and 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. Drive on roads intended for driving only (paved, gravel, or well-groomed/safe for the van): stop, park, and overnight in safe areas; and secure the vehicle in a locked position with keys removed, when away from the vehicle.
 - v. 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

- A rental night is for up to a 24-hour period. For example, if you pick up your rental at 9am, on your returning date, you return the rental at 9am. There is a 3-hour leeway past the 24-hour return period at no extra charge. Later returns past the 24-hours plus the 3-hour leeway time are possible for a \$60 cost; however, all returns must be completed at 7pm (ideally before 5:30pm). The return time must be communicated prior to your departure. All vans must be returned by 7pm or there's an additional \$75 tardy fee. If there is no communication prior to the trip regarding a late rental return, there is a charge of \$50 for every hour late.
- A minimum of 3 rental nights are required. Customers are able to forgo their second or third night; however, the cost for the minimal rental nights will not change. The period of time covered by this contract shall not exceed 2-weeks unless agreed upon prior to trip.
- All rental charges are payable at booking of the vehicle by approved credit card or money order.

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6. Deposit

A \$1,000 security/cleaning deposit will be required at the time of departure (plus \$250 pet deposit if applicable). 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. A full or partial deposit refund will be issued 48-hours upon the return of the vehicle. A full deposit refund will be issued if the vehicle 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. Although deposit refunds will be issued after 48-hours upon return, bank exchanges of the funds could take up to 3-4 business days. There will be no credits issued for a later pick-up or earlier returns than expected.

7. Fuel

You are entirely responsible for the cost of fuel 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. Lessor requires only premium fuel and requires a receipt with each fill up. Fuel other than premium can harm the new engines. Receipts are submitted with the key return. Lessees that fail to use premium fuel will be responsible for any damage and/or to drain the tank and refill it with proper fuel.

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. If a late return wasn't approved by VanGo prior to departure, 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 advance charges as a credit to any amounts due.
- 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 or misleading information or withheld information that would have caused us not to rent.
- 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 MN, WI, ND SD, IA, IL, and upper MI. Subject to a \$500 fee for unapproved state visits.
- xii. Drive on rough back roads or on any surface subjecting the vehicle to damage or road hazard.
- xiii. Drive during adverse weather conditions – hail or severe storm where it is advised to pullover and/or go under overhang to protect the vehicle.
- 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. Allow users to misuse vehicle – jumping on counters or seats, slamming doors/cupboards, turning on/off buttons/levers continuously, use force on any portion of the vehicle, etc.
- xvii. 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.
- xviii. Carry any bikes in the interior of the vehicle.
- xix. 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.
- xx. Allow the transport of more persons than the vehicle has seat belts.
- xxi. Allow sitting or standing on the roof of the vehicle at any time, including in a parked position for viewing.
- xxii. Operate if improperly loaded, or, if load is improperly secured.
- xxiii. Drive when the pop-top is raised or roof vent is open.
- xxiv. After an accident with the vehicle unless and until you summon the police to the accident scene.
- xxv. Allow placements of signs, lettering, painting, or other legend or loudspeakers or sound apparatus on the vehicle.
- xxvi. Tamper, modify, disassemble or change the vehicle in any way, including speedometer tampering.
- xxvii. 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.
- xxviii. Carry an animal without lessor's authorization in the rental. You may have one dog accompany you for your trip with authorization and \$50 cleaning charge. Evidence of an unauthorized pet is subject to 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 distance of up to 5-hours from lessor's location depending on scenario. 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 contact 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. If you do not have current insurance, the lessor has a resource of where you can purchase trip insurance. Where State law requires lessor to provide auto liability insurance, however, this auto liability insurance is secondary to your valid and collectible primary insurance. This secondary 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. Lessor's secondary 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, 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. Lessee agrees to always treat the vehicle with delicate care. Force of drawers, doors, etc. isn't allowed and lessee assumes responsibility for all functions of the vehicle after a thorough orientation and vehicle manual with instructions. The lessee is responsible for their guests, pet, and children and the possible damage the incurs due to their possible lack of knowledge of how to care of a special classic vehicle.

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