

# RV RENTAL RESERVATION APPLICATION

AMERICAN RV SALES & SERVICE, INC. ♦ 201 – 76<sup>TH</sup> STREET SW ♦ GRAND RAPIDS, MI ♦ 49548 ♦ ☎(616) 455-3250 ♦ 1-877-863-9527 ♦ FAX (616) 455-8608  
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RENTER'S NAME <b>(As it appears on Driver's License. Please include a photocopy.)</b>			CONTRACT#	Customer #	How Did You Hear About Us?
ADDRESS			APPLICATION DATE :		
CITY	STATE	ZIP	DRIVERS LICENSE# <b>(Include a photocopy with your application)</b>		
E-MAIL ADDRESS:		CREDIT CARD # <b>(must be in name of applicant)</b> Visa, MasterCard, or Discover Only EXP DATE			
SPOUSE NAME		AT LEAST 25 YEARS OLD AT TIME OF DEPARTURE? <input type="checkbox"/> Yes <input type="checkbox"/> No	INSURANCE COMPANY	Policy Number	Fax Number/Agent Name
BIRTHDATE:	<b>CLEAN DRIVING RECORD?</b> No more than 1 Minor Traffic Violation or At-Fault accident and NO Major Violations (Reckless Driving, Hit and Run, Driving While Intoxicated) in the last three years? <input type="checkbox"/> Yes <input type="checkbox"/> No		EMPLOYED BY	HOW LONG THERE? _____ Yrs	
CURRENT RESIDENCE		HOME PHONE PHONE	CELL PHONE	WORK	
RENT <input type="checkbox"/> OWN <input type="checkbox"/> HOW LONG THERE? _____ Yrs					

PICKUP DATE	Requested TIME (From 3 TO 5 PM)	EMERGENCY CONTACT NAME AND PHONE	
RETURN DATE	Requested TIME (From 8-10AM)	ADDITIONAL DRIVER(S):	
NO. OF NIGHTS	ESTIMATED MILES	# IN PARTY ADULTS CHILDREN	DESTINATION
			UNIT TYPE REQUESTED

### INTERNAL USE ONLY

RATE CODE	RATE PER WEEK \$	RATE PER NIGHT \$	UNIT #	CREDIT (CHECK ONE)	(INITIAL)
				<input type="checkbox"/> APPROVED <input type="checkbox"/> CONDITIONED APPROVAL <input type="checkbox"/> DENIED	BY

## IMPORTANT RENTAL INFORMATION AND CONDITIONS

### PAYMENT/DEPOSIT

A \$250 down payment is required to reserve the vehicle (all \$250 will apply toward your rental charges). All rental charges must be paid two weeks in advance of the day you come to pick-up your vehicle. **American RV only accepts VISA, MasterCard, and Discover. Cash, Company checks or Personal Checks are not accepted.** In addition to all rental charges, you will be required to leave a refundable security deposit, usually \$500-\$1,000.

### CANCELLATION

If you cancel between the date of your reservation to 15 days prior to your pick-up date, American RV will charge you a **\$250 cancellation fee**. If you cancel within 14 days of your scheduled departure, **NO REFUND** of your down payment or rental charges will be given.

### OTHER IMPORTANT INFORMATION

**A)** The person named on the RESERVATION APPLICATION must be 25 years of age and **is the only person** authorized to sign our rental agreement and drive the vehicle off our lot; **B)** American RV reserves the right to substitute a vehicle of equal or greater value, or refund your \$250 down payment due to unavailability of the vehicle; **C)** No refund will be issued if you return the vehicle prior to your scheduled return date; **D)** The rental vehicle is not permitted into Mexico or Alaska; **E)** Smoking or Towing of any type is prohibited unless approved prior to pick up and an additional fee is paid; **F)** On lot overnight parking is available; **G)** Generally, all vehicles will be available for pick up only after 3:00 PM and any departure available by 5:00 PM is considered on time. *Early Pick Ups may be available; please call the morning of your departure to check with us.*; **H)** Vehicles must be returned prior to 10:00 AM; **I)** All Departures and Returns are at American RV only; **J)** Any additional drivers must have a clean driving record, be at least 25 years old, and be present at the time of departure with their valid driver's license available.

***I have read and agree with all of the conditions on this RESERVATION APPLICATION and all the information I have given is true and correct. I understand that you will perform a credit investigation on me and my spouse and I hereby authorize you to receive information on my credit from others. The credit card listed above is issued in my name with the billing address the same as listed above. I understand that based on your investigation of my credit, you may, at your discretion, require an additional credit deposit. I also authorize you to charge my credit card listed above for the \$250 Reservation Application Fee and have read and understand that all or part of that fee may be retained by American RV in the event of cancellation according to the cancellation policy stated above.***

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Read both sides carefully! Complete and return to confirm reservation.**

# PRIMARY CDW-LESS RV RENTAL AGREEMENT

**1. DEFINITIONS.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on this form, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the rental company named on this form. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license, and is at least 25. "Vehicle" means the recreational vehicle, motor home or van identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. "Loss of use" means the loss of our ability to use the Vehicle for any purpose 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 of damage to the Vehicle until it is repaired or replaced times the daily rental rate.

**2. RENTAL, INDEMNITY AND WARRANTIES.** This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. 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 or our repossession of it. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

**3. CONDITION AND RETURN OF VEHICLE.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.

**4. RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE.** You are responsible for all damage to, or loss of, the Vehicle, which includes the cost of repair, or the actual retail cash value of the Vehicle on the date of the loss if it cannot be repaired or if we elect not to repair it, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, missing equipment, and a reasonable charge for our administrative expenses incurred processing a damage claim, whether or not you are at fault up to the deductible amount of our collision/comprehensive insurance. You must report all accidents or incidents of theft and vandalism to the police as soon as you discover them. You must report all accidents involving the Vehicle to us within 24 hours of occurrence.

**5. PROHIBITED USES.** The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. The Vehicle will not be towed or driven: (a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; (b) by anyone who is intoxicated or under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle, or extended the rental period by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; (e) to carry persons or property for hire or for compensation; (f) to push or tow anything; (g) in any race or speed contest; (h) to carry dangerous, hazardous, or illegal material; (i) outside the United States or Canada, or in any area restricted by terms found elsewhere in this Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (k) on an un paved surface, except at an RV campground; (l) to transport more persons than the Vehicle has seat belts or to carry persons outside the passenger compartment; (m) to transport children without federally-approved child safety restraint or booster seat as required by State law; (n) when the odometer has been tampered with or disconnected; (o) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation of the Vehicle would damage it; (p) with inadequately secured cargo; (q) to transport an animal; (r) after an accident involving the Vehicle without first reporting the accident to the police and

us. **Driving the vehicle under an overpass, overhang or roof structure without sufficient clearance is also prohibited use. You agree not to sit, stand or lie on the front of the Vehicle; and (s) if the vehicle is equipped with an outside fuel station, using any fuel octane-rated higher than 87.**

**6. INSURANCE – MOTORIZED UNITS.** We provide comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence, for which deductible you are responsible. Auto liability insurance is provided by us that is primary, and provides coverage for bodily injury and property damage with limits no higher than the minimum levels prescribed by the financial responsibility laws of the state whose laws apply to the loss. Our insurance provides medical payments or PIP, no-fault and statutory limits for uninsured and under-insured motorist coverage. Coverage is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates our liability insurance coverage. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits.

**7. INSURANCE – TOWABLE UNITS.** We provide collision and comprehensive insurance on the Vehicle with a deductible per occurrence. We do not provide liability insurance coverage on the vehicle. You must provide liability insurance coverage on the towed Vehicle through the personal auto policy covering your towing vehicle.

**8. CHARGES.** You will pay us or the appropriate governmental authorities on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period you keep the Vehicle, or a mileage charged based on our experience if the odometer or its seal is tampered with; (b) charges for additional drivers; (c) charges for optional products and services you elected to purchase; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) traffic, parking and toll violations, citations, fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it to our office, or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) \$59 document processing fee for damage estimates; (j) a 2% per month late payment fee, or the maximum amount allowed by law, (if lower than 2%) on all amounts paid after their due date; (k) \$100, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (l) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check backed by insufficient funds; (m) a reasonable fee to clean the Vehicle, not to exceed \$360 if returned substantially less clean than when rented; and (n) a refueling fee of \$25 plus the cost of fuel if you fail to refill a fuel tank.

**9. DEPOSIT.** We may use your deposit to pay any amounts owed to us under this Agreement.

**10. YOUR PROPERTY.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

**11. BREACH OF AGREEMENT.** You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

**12. MODIFICATIONS.** No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

**13. MISCELLANEOUS.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this agreement. Our acceptance of payment from you or our failure, refusal or

neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Vehicle. You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If the Vehicle is inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

**14. MECHANICAL FAILURES.** In the event of mechanical failure, we agree to repair, to have repaired, or, make every reasonable effort to replace the Vehicle. You acknowledge the possibility of mechanical failure and/or breakdown and further acknowledges that a mechanical failure and/or breakdown is an inherent contingency associated with the operation of the Vehicle, that the contingency is beyond our control and not a result of acts of negligence and/or omission on our part. In the event of mechanical failure and/or breakdown of Vehicle described here, you expressly agree to indemnify and hold us harmless of, from and against any and all loss of time, transportation costs, and/or all other expenses resulting from the contingency. In the event of any mechanical failure and/or breakdown and/or malfunction of the Vehicle any operation of the Vehicle thereafter by you and prior to repair or replacement of the Vehicle shall be at your sole risk.

**15. REPAIRS.** You agree to neither cause nor permit any repairs or adjustments to be made to the Vehicle in excess of fifty dollars without our express permission, and that in all cases of mechanical malfunction, you will immediately notify us by telephone and will follow our instructions regarding any and all repair work. We will not be responsible for any repair charges in excess of fifty dollars per rental if the repair charges have not been authorized by Company.

**16. MILEAGE.** The number of miles over which the Vehicle has been operated pursuant to the Rental Agreement is determined by reading the odometer installed by the manufacturer. You shall not disconnect and/or tamper with the odometer and/or speedometer and if it shows signs of having been tampered with and/or disconnected you agree that at our option, you shall pay us for the vehicle at the stated rate on the basis of five hundred and fifty miles for each day the Vehicle was in your possession, as determined by the terms of this Rental Agreement.

**17. ACCURACY OF RENTER INFORMATION.** You represent and warrant that all information supplied to us in connection with the application for and completion of the Agreement is true and correct and in the event the same as shown in this Agreement and any forms executed in connection therewith is not true and correct you agree to indemnify and save us harmless from all loss and damages resulting there from.

**18. INABILITY TO PROVIDE VEHICLE.** Our inability to deliver the Vehicle at any time or place specified shall not give rise to any liability of any kind to us.

**19. TOWING.** You agree that in the event you are specifically permitted in writing by us to use the Vehicle to tow any other Vehicle or equipment, you shall be solely liable for any and all damages resulting from or related to such towing.

**20. SMOKING IN THE VEHICLE IS NOT PERMITTED.**

**21. CLEANING.** You understand that if you paid a cleaning fee, you are not responsible for cleaning the Vehicle. However, if you paid a Deposit you agree to thoroughly clean the vehicle inside and outside and to completely empty and rinse all holding tanks. Cleaning must be done to our sole satisfaction and if we feel additional cleaning is required, you agree to pay any and all charges therefore that we in our sole discretion, decide is necessary.

**22. INSTRUCTION.** You acknowledge that you have received instructions on the operation, use and maintenance of the Vehicle, including the operation and safety precautions connected with the bottled gas installations and appliances, and are thoroughly familiar with same.

**23. LEGAL ADVICE.** You acknowledge that this Agreement is legally binding and that you have the option of obtaining independent legal advice in regard to the terms and conditions if you so desire.

Thank you for carefully reading both sides of the rental agreement.