

Renting a VW van with Last Frontier Westys LLC: Terms and conditions

Definition of Terms and Conditions.

'I,' 'me' and 'my' jointly refers to the person or persons who are the customers. This 'Agreement' means the Rental Agreement, the Insurance Agreement and these Terms and Conditions. These Terms and Conditions take prevalence over any other Last Frontier Westys LLC literature. "Last Frontier Westys LLC" is owned by Zachary and Colleen Wallace.

'Customer' means the person or persons nominated as the hirer on the Rental Agreement. 'Living Equipment' includes but is not limited to crockery, cutlery, cooking utensils, pillows, sheets, duvet, solar shower, deck chairs, and barbeque. 'Additional Hire Items' includes but not limited to mountain bikes, locks and bike rack. 'Rental Period' means the time that the camper is in the hirers' possession and control.

'Camper' or 'Vehicle' refers to the vehicle described on the Rental Agreement and includes tires, tools, accessories, the living equipment and any other replacement or substitute vehicle, which may be provided at the discretion of Last Frontier Westys LLC.

This Agreement shall be governed in accordance with the laws of Alaska in the United States of America. Any actions, claims, demands or suits arising out of or in respect of this Agreement must be brought in the courts in Anchorage, Alaska. You agree to indemnify, defend and hold harmless Last Frontier Westys LLC from and against any and all claims, losses, damages or expenses of any kind or nature (including, without limitation, reasonable attorneys' fees) arising from or relating to: (i) any breach of this Agreement by You, or (ii) Your negligence or willful misconduct. At all times during the rental of the Vehicle, You must comply with all applicable laws, rules, regulations, ordinances, codes and the like, including, without limitation, any park or campground rules. 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.

1. The Collection and Return of Vehicle.

- I acknowledge having received the vehicle in a clean condition and sound working order in accordance with the departure checklist. The fuel, water

and gas tanks will be full on departure. I will return the vehicle in a similar clean condition.

- I agree to allow myself adequate time to arrive back to the airport to catch my departure flight and accept that Last Frontier Westys LLC will not be responsible for reimbursing missed flights costs for whatever reason. I agree that if I am more than an hour late on my agreed return time, I will pay a late return charge of \$30 an hour. I agree that if I do not inform Last Frontier Westys LLC of an unexpected delay in my arrival time, I will pay an additional \$30 per hour. If I leave the camper in the airport carpark in order to catch an early flight, I understand that I will pay the \$10 car park and service charge. I am responsible for any damage that occurs in the carpark before Last Frontier Westys LLC collects the vehicle. I agree for Last Frontier Westys LLC to check over the van in my absence and inform me of any damages or charges, and if damage found I agree for my credit card, left on file with Last Frontier Westys LLC to be charged accordingly.
- I understand that campers are available for collection from 2:00pm and that I must return the camper by 11:00am on the day my hire contract ends.

2. Reservations

I agree to pay Last Frontier Westys LLC a non-refundable booking deposit of \$250.00 when I book to secure the vehicle. The \$250.00 deposit will be credited towards your total rental cost. The remaining balance will be charged to the card on file, 14 days from the rental start date. If a different payment method is required or wanted, it is the renters responsibility to provide the payment information prior to the 14 days before rental start date. By placing a deposit on a van I agree to the terms of the rental agreement. I agree to make payments via Outdoorsy/wheelbase and will provide copies of my driving license (and any other drivers) for pre-approval as well as on arrival, before taking the vehicle. We do our best to get you into the van you request but do not guarantee that you will get that specific van. Last Frontier Westys is not responsible for the renters camping permits, parking, lodging or anything past the van rental portion of your trip. If the reservation is made less than 30 days from the rental start date, the total balance is due for the initial deposit.

3. Cancellations.

I acknowledge that: If I cancel my booking with Last Frontier Westys LLC less than 30 days prior to my rental date I will receive no refund on the \$250 booking

deposit. If I cancel my booking with Last Frontier Westys LLC less than 2 weeks before my arrival I shall not be entitled to a refund of the entire rental fee. I agree that if I wish to bring back the camper earlier than my stated return date I shall receive no refund. Should the vehicle I am to hire be damaged by a previous customer, Last Frontier Westys LLC will provide a replacement, if possible. If there are no campers available, I will receive a 100% refund. Should this occur Last Frontier Westys LLC will not be liable for any costs incurred relating to flight bookings and any other costs. I have been advised to take out travel insurance for this purpose.

4. Security Deposit.

- I agree to pay a security deposit of \$1500 by credit on the date of arrival. I understand that without this security deposit the rental will be cancelled without refund. Should this occur, Last Frontier Westys LLC will not be responsible for providing an alternative vehicle or accommodation.
- I understand that this will be returned to within 7 days after inspection of the vehicle finds it in the same condition as it was when I collected it, with the interior and exterior in good condition.
- I accept that any costs incurred by Last Frontier Westys LLC will be debited from my security deposit. I agree to reimburse Last Frontier Westys LLC in full any sums due should my security deposit not be sufficient to cover the costs of any damage or other costs set out in these terms and conditions.

5. Vehicle Use

I agree to the following limits on use:

Road use:

- I will not take the vehicle on unpaved roads. Off road use is strictly prohibited. The vehicles are intended for paved roads and highways only.
- Short unpaved public/private campgrounds and well-maintained service roads can be pre-approved. In all cases traveling on unpaved roads is solely at the Renter's risk.
- Extracting a vehicle stuck because of any road conditions is the financial responsibility of the Renter. Even if roadside assistance is purchased, such assistance may not be available in off-road conditions/terrain.
- Failure to adhere to these restrictions will result in forfeiture of security deposit.

Required Inspections:

- I am responsible for checking vehicle fluids including but not limited to: oil, coolant, brake and automatic transmission fluid (if applicable). Oil and coolant must be checked at every fueling stop, while other levels must be checked at least weekly. The Renter is responsible for issues caused as a result of Renter not checking and maintaining fluid levels
- I am responsible for monitoring vehicle warning lights, temperature gauges, and alarms. The Renter must maintain awareness with regard to vehicle issues and report them to Last Frontier Westys promptly.
- The vehicle shall not be used when the vehicle's fluid levels are low, or if it is otherwise reasonable to expect you to know that further operation would damage the vehicle.

Driving and Traffic Laws

- Renter is responsible for knowing and adhering to all applicable driving and traffic laws.
- Renter must obey all traffic signs and speed limits.
- In the event of a fine or penalty for violating parking or traffic laws, the Renter is responsible for the fine or penalty. Renter must pay any fines directly. If Last Frontier Westys is required to pay any unpaid or unreported/undisclosed fines or penalties, the Renter will be charged that amount, plus an additional 25% fee.

Additional use agreements:

- I understand the vehicle shall not be driven by any person other than Renter or additional authorized drivers without Last Frontier Westys' prior written consent. Additional drivers must be approved through wheelbase and are a \$50 charge per person.
- I understand that there is no smoking or pets allowed in the vehicle, and any fish must be cleaned outside of the vehicle and stored in a cooler, NOT in the fridge or our coolers. You must purchase your own cooler to store freshly caught fish. If there is any evidence of pets, fish cleaning or storage, smoking or vaping in a Company vehicle will result in a minimum additional cleaning fee of \$500. There is a standard cleaning charge

payable at the time of vehicle check out (this is waived for rentals of 4 or more nights).

- There is no standing, sitting, lying, or climbing on top of a vehicle.
- It is prohibited to use a vehicle for towing or pushing anything.
- If the vehicle is equipped with a roof or bike rack, Renter is solely responsible for ensuring that all loads are properly and safely secured at all times in compliance with applicable law. Also, renter is responsible for verifying overhead clearances in parking and any other areas.
- The vehicle shall not be used to transport any animals, unless specifically disclosed and approved in writing in advance of the rental.
- Animals are prohibited in vehicles unless written approval is granted by Last Frontier Westys. Additional fees apply. Evidence of an unauthorized animal will result in a minimum fee of \$250.

Maximum Speed and Hard Braking

- While Last Frontier Westys actively maintains its vehicles, these are vintage machines. Therefore, they must be driven with an element of care and restraint at all times. Acceleration should be moderate and the maximum speeds indicated below shall be absolutely adhered to. These vans perform best at highway speeds between 55-60 mph with a maximum speed of 65 mph. Braking should be anticipated and hard breaking avoided. When appropriate, downshift to assist with vehicle deceleration. Do not ride the brakes on long grades. When in doubt pull over and let brake components cool down before proceeding further. The renter is responsible for any damage to the vehicle or others including mechanical.
- If a mechanical breakdown is a result of the Renter's or any additional authorized driver's improper operation or misuse of the vehicle (such as running a vehicle without coolant or oil, driving in off-road terrain, driving in a hazardous or illegal manner) or use of the vehicle which is otherwise in violation of the Rental Agreement, the Renter will be financially responsible for all towing, storage, repair and other expenses or costs incurred by Last Frontier Westys. Last Frontier Westys alone determines improper operation or misuse of the vehicle.

Fuel:

- I will return the van with a full tank of high-octane 90+ fuel. If I return the van not full of specified fuel I agree to pay a \$35 refueling fee on top of the actual fuel costs.

Mileage:

- I understand that the daily rate includes 125 miles per day, and that I will be charged an extra \$0.25 per mile driven over that amount at the end of my rental. (Miles will be averaged for the entire rental.) I also understand that I may not drive more than 200 miles in one day or face a fine of \$200.

Add-ons:

- I will return any additional hire items in a similar clean and working condition on the return date. This includes but is not limited to solar showers, towels, car seats, etc. I agree to pay for any damages or losses to the additional hire items incurred during my rental period. I understand that Last Frontier Westys LLC will provide me a receipt detailing the cost of replacement of that item and it will be taken out of my security deposit.

6. Costs Incurred during the Rental Period.

- I will pay Last Frontier Westys LLC all parking fines, road traffic fines or penalties. I will pay Last Frontier Westys LLC all third party damage costs not reported by me on return of the vehicle and associated administration costs incurred in relation to the vehicle during the rental period. I will pay Last Frontier Westys LLC any other fees or charges pursuant to this Agreement. This includes any costs incurred by Last Frontier Westys LLC as a result of any breach by me of the terms of this Agreement. I agree to be liable for a daily rental charge for the time the vehicle is off road for repairs due to any accident or damage or any breach by me of the terms in this agreement.
- Last Frontier Westys LLC retains the right to charge for any additional costs, fees or damages incurred during the rental period which are not declared on return of the camper.
- Renter shall defend, indemnify and hold Last Frontier Westys and its affiliated companies and their respective officers, agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us whatsoever in any manner resulting or arising from or in connection with the Rental Agreement, the rental transaction or from the use of the vehicle by you or any person during the rental, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such occurrences or losses; but in any event Renter shall retain all responsibility to Last Frontier Westys for such occurrences and losses under this indemnity obligation.

7. Insurance.

- I acknowledge that I will be fully liable for all damage to the camper/ third parties should I breach any of the terms of this agreement. I agree that Last Frontier Westys LLC will retain my \$1500 security deposit and that I will pay an additional \$500 in the event of any collision.
- I must have a full US, UK or EU driving license and be at least 25 years old.
- I will be liable for the cost of replacing windows should the camper be broken into. I will be liable for the cost of replacing locks and any damage should the camper be broken into.
- I will be liable for any damages occurred whilst using public car parks. I will be liable for all damage that has occurred as a result of using the vehicle off tarmac roads. I acknowledge that only the person(s) named in the Rental Agreement will be insured to drive. I warrant that I have no physical disabilities, which would impair my driving, and that I am not on any serious medication or under instruction not to drive by a doctor or physician. I accept that my personal effects are not covered by Last Frontier Westys LLC insurance and that I have been advised to take out my own travel insurance

8. Breakdown.

- In the unlikely event of a breakdown I agree to: Contact Last Frontier Westys LLC immediately to explain the problem. Act according to the advice given by Last Frontier Westys LLC, either awaiting assistance from Last Frontier Westys LLC or using the breakdown cover provided. I will be responsible for the cost of any repairs incurred resulting from reckless, negligent or imprudent use of the vehicle by myself or allowed by myself, or from breach of any term of this agreement.
- I acknowledge that if a repair cannot be completed within 24 hours and is not the result of reckless, negligent or imprudent use by myself or permitted by myself, Last Frontier Westys LLC will provide a replacement camper if one is available. If a camper is not available Last Frontier Westys LLC will arrange suitable alternative camping. Or a refund of remaining whole days.

9. Responsibility If Accident Occurs.

- In the event of any accident, loss or damage arising out of the use of the vehicle I will notify Last Frontier Westys LLC immediately. I will call the police to the scene of the accident to validate the insurance.

- I will complete an Accident Report Form as supplied. I will obtain names, addresses of third parties and any witnesses. I will not accept blame or insist the other party is at fault, accept any settlement offer or other offer.
- I will, if possible, photograph damage to all vehicles involved and registration numbers. I agree to assist Last Frontier Westys LLC in handling any claim arising from any event, including providing all relevant information and attending court to give evidence at my own cost. I accept that Last Frontier Westys LLC will at their own discretion make every effort to supply a replacement vehicle or suitable camping arrangements depending on how much of the holiday remains and who was at fault. I accept that Last Frontier Westys LLC will endeavor to ensure any money due back is forwarded as soon as possible and understand that third party claims can take a while to resolve.
- Injuries, Death and or Dismemberments: Regardless of fault, If costs of damage exceeds the deposit, renter is fully liable but not limited to costs incurred due to Injuries, Death, and or Dismemberments, and also court fees incurred by Last Frontier Westys LLC and all parties involved.

10. Terminating the Agreement.

- I acknowledge that Last Frontier Westys LLC may terminate this Agreement, repossess the vehicle at any time without notification to me, and that I will pay the reasonable costs of repossessing the vehicle or repairing the vehicle, including towing charges if:

If I am in breach of any term of this Agreement; I have obtained the vehicle through fraud or misrepresentation; The vehicle appears to be abandoned; The vehicle is not returned on the agreed return date or Last Frontier Westys LLC reasonably believes that the vehicle will not be returned on the agreed return date; The vehicle is taken outside of the paved road system and parameters agreed upon without specific permission from Last Frontier Westys LLC.

Last Frontier Westys LLC reserves the right to change policies and pricing without notice. Upon receipt of your deposit, all terms and conditions stated herein are binding. By signing below you agree to all terms and conditions set forth in this contract.

Printed Full Name

Signature

Date