Campervans Big Island LLC Rental Agreement

Check-In Time 03:00 PM | Check-Out Time 11:00 AM

Overview:

The following is an Agreement between **yourself (hereby referred to as the "Renter")** and **Campervans Big Island LLC (hereby referred to as the "Company")** concerning the rental of a **Campervan (hereby referred as the "Vehicle")** on the Island of Hawai'i, Hawai'i - also known as Big Island. This agreement is valid for the full duration of the rental, starting upon the Renter's reception of the Vehicle keys until the Vehicle is in possession of the Company. All currencies are in USD.

The first section outlines the following:

- Insurance & Security Deposit Details
- Prohibited Roads (and NO Off-Roading)
- Instructions & Fees
- Cancellation Policy
- Company Contact Information
- Renter Arrival Information

The <u>second section</u> outlines the full legal terms & conditions of our Rental Agreement as required by our Commercial Auto Rental Insurance Policy. Here, you will also upload your Driver's License, Auto Insurance Policy, and Passport if you are an international renter.

First section:

Insurance & Security Deposit Details:

A refundable security deposit is due by check-in time, a payment link will be sent to the Renter by the Company on or before check-in day.

The Renter is providing & utilizing their own insurance coverage during the entirety of the rental period. In the event of a collision the Renter will be responsible for filing the insurance claim under their vehicle insurance policy. If the Renter has purchased a Company approved third-party insurance policy and this was provided to the Company ahead of time, any claim will be filed through this approved policy. In the case of a collision, the security deposit will be held until the claim is resolved, repairs are completed and costs are covered. The security deposit will then be refunded. If the Renters insurance does not cover the full cost of the damages caused by the collision, the Renters security deposit will be utilized. If damages exceed the security deposit the Renter is responsible for any and all costs related to the collision and the Company will not be held responsible. The Company also reserves the right to take further legal action to recover any additional costs related to the incident. Any amount of the security deposit not utilized for the incident will be refunded to the Renter.

Any non-collision damage (mechanical due to negligence of Renter, interior and exterior) that occurred during the rental period will be evaluated by a professional and will be covered by the Renter. In the case that any non-collision damages or extra costs need to be recovered, a 3% processing fee will be applied. If the Company needs to repair or replace, then the cost of parts and labor fees will apply. If any non-collision damage has occurred, the full security deposit will be held until the repairs are completed. In this case, a receipt or estimate of repair costs will be provided to the Renter and any remaining security deposit will be refunded to the Renter. If the needed repairs exceed the security deposit, the Renter is responsible for covering these expenses, otherwise the Company reserves the right to take further legal action to recover the repair costs.

The Company will provide a check-in and check-out form that will be signed by both the Company and the Renter. The Vehicle will be handed off in operating condition, it should return in the same condition. The full security deposit amount will be returned to the Renter if no damages, losses or expenses need to be covered (allow 2-3 business days to process refund).

Prohibited Roads: Due to very steep inclines, we do prohibit the following:

SADDLE ROAD: Do not drive directly across the island (known as HWY 200 or Daniel K. Inouye HWY) - Very long and steep incline, with hazardous conditions and fast traffic.

MAUNA KEA & MAUNA LOA ROADS: Do not drive any portion of Mauna Kea or Mauna Loa, these are only accessible via Saddle Road which is already prohibited. There are alternative options (Summit Excursions) that you can book with tour companies.

KAIMINANI DRIVE: Near Kona International Airport - This is a very steep incline.

HINA LANI STREET: Near Costco in Kona - It is okay to go to Costco, but do not drive any portion of Hina Lani Street past Costco.

DO NOT GO OFF-ROADING. This includes, but is not limited to Kekaha Kai State Park off-roading (off of HWY 19), Waipio Valley & South Point Off-roading. All off-roading is prohibited - You can go to Waipio Valley Lookout, but you cannot take the 4x4 off-road down to the valley. You are allowed to hike down, check in with the ranger station first. You can access Kekaha Kai State Park up to the first gate, prior to dirt off-roading. You can park at the first gate, which is where most people park their cars to access the beach, and hike to the beach from there. <u>ANY DIRT ROAD IS CONSIDERED OFF-ROAD. IF IT IS NOT PAVED IT IS</u> <u>PROHIBITED.</u>

Please refer to the restricted roads on our Campervans Big Island Guide Map via Google Maps provided to you at the time of booking. We will also provide a printed out version of these roads in a binder located in the campervan, these roads are also listed on our FAQ page as well as on the terms & agreements when booking a campervan. Please understand that these are oversized and heavy vintage campervans. Thank you for your understanding and help in protecting and preserving our vans for our next Renters to enjoy and to keep our small business up and running.

We do <u>track our vehicles</u> and should we be alerted that a Renter has entered a restricted zone, the Renter will forfeit the full security deposit plus cost for any damages. It is the responsibility of the Renter to be aware of these roads using various supplied resources by the Company. We are always transparent and do try to let the Renter know as soon as possible if we get alerted that a prohibited road has been entered, and ask that the Renter turn around immediately.

Instructions & Fees:

Prohibited Roads	\$600 , there is a zero tolerance policy. Absolutely no off-roading. We do also prohibit 3 roads, please be mindful of this.
Check-in & Check-out	3PM Check-in, 11AM Check-out
Gas: Return Vehicle with Full Tank of Gas	If refilled by Company, \$50 Refueling Fee plus Gas Cost .
Late Checkout	\$30 an hour , unless agreed upon for an additional cost prior to checking-in
Smoking/Vaping Tobacco Products in Vehicles	\$600 , there is a zero tolerance policy. If there is any reasonable suspicion of smoking the Renters security deposit will be forfeited.
Mileage Included: Unlimited Mileage	N/A
Excessive Cleaning Fee	\$100 . This includes excessive dirty dishes, excessive trash, dirt/mud marks, stains. We hand over the van disinfected, cleaned, and organized and expect it to be returned reasonably clean.
Lost Keys	Chip Keys: \$450+tax (dealership) Non-Chip Keys: \$30
Minor Damages:	Scratches, Dents, Minor Windshield Cracks, Cabinetry/Upholstery - \$100
Major Interior & Exterior Damages	This will be evaluated by a professional and charged to the Renter. If not disclosed prior to Check-Out, a \$100 Non-Disclosure Fee will apply.

The Company will take pictures with date and time stamps on Check-in and Check-out, the Renter is responsible for taking their own additional pictures for their proof as well. Again, a check-in sheet will be provided and signed by both parties. A 3% processing fee will be applied to any extra costs that need to be recovered from the security deposit. Please let the Company know immediately if any damages occurred.

Cancellation Policy

The rental amount is due now to secure and confirm dates for the reservation. The Renter has **72 hours from booking to modify/cancel** for a refund **minus any bank processing fees**. No modification/refund available when booking within 7 days of check-in time. The Company reserves the right to cancel this contract at any time should the Company feel the Vehicle is not in safe condition for the road or if the Company feels the Renter is not able to operate the Vehicle properly and safely. If the Company cancels prior to check-in the Renter will receive a full-refund.

Company Contact Information:

Phone: (808) 425-9504

Email: campervansbigisland@gmail.com **Instagram:** @campervans_bigisland

Website: www.campervansbigisland.com

Company Details:

Campervans Big Island LLC

DCCA State of Hawaii: **253044 C5** Hawaii State & County Tax ID: **GE-205-178-3168-01** Daily Rental Vehicle Surcharge Tax ID: **RV-205-178-3168-01**

By signing this contract, the Renter and Company hereby agrees to the terms & conditions of this rental agreement.

Company Owner name:	
Company Owner signature:	Date:
Renter Name:	
Renter signature:	Date:

Please provide the following information:

Tell us about your van driving experience:

The portable toilet is a free add-on, would you like to keep it or remove it? Removing it provides extra cabinet space:

Flight Numbers/Details:

Where in Hilo or Kona to meet for 3pm Check-in time:

*If you did not select a check-in & check-out delivery option during your booking then we will meet at the Longs Pharmacy in Keaau at no additional cost. If you did want airport/bus station pick-up in Hilo or Kona and forgot to select this to your reservation let us know here so we can add this to your booking.

Emergency Contact Information:

<u>Second Section</u>: Full Rental Agreement and requested documentation required by our Commercial Auto Rental Insurance Policy.

Please attach a copy of your **Auto Insurance Coverage** and your valid **Driver's License**. If you are an international Renter, please also upload your **Passport** as it is required by our Commercial Auto Rental Company.