

# VEHICLE RENTAL AGREEMENT TERMS & CONDITIONS

## RENTAL COMPANY

Vintage Surfari Wagons, INC | 765 Newton Way, Costa Mesa, CA 92627  
714-585-7565 (call or text)  
bus4hire@vwsurfari.com



## PRIMARY DRIVER / RENTER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Home phone: \_\_\_\_\_  
Local phone: \_\_\_\_\_  
Driver's license #: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
State of issuance: \_\_\_\_\_ Expiration date: \_\_\_\_\_

## ADDITIONAL AUTHORIZED DRIVER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Home phone: \_\_\_\_\_  
Local phone: \_\_\_\_\_  
Driver's license #: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
State of issuance: \_\_\_\_\_ Expiration date: \_\_\_\_\_

## RENTED VEHICLE

Make and model: \_\_\_\_\_  
License number: \_\_\_\_\_  
VIN number: \_\_\_\_\_  
Name of VW: \_\_\_\_\_

## RENTAL PICK-UP

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Location: \_\_\_\_\_

## RENTAL RETURN

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Location: \_\_\_\_\_

## ADDITIONAL RENTAL ITEMS

Linen Pack \$65 \_\_\_\_\_  
*(2 pillows, pillow cases, bottom sheet, blanket & comforter, picnic blanket, and 2 beach towels)*  
Sleeping Bag \$20 \_\_\_\_\_  
Ice Chest/Cooler \$10 \_\_\_\_\_  
Camp Chair \$5 \_\_\_\_\_  
Surf or Bike Racks \$30 \_\_\_\_\_  
Propane Heater \$30 \_\_\_\_\_  
Cleaning & Preparation \$85 \_\_\_\_\_  
Hibachi \$30 \_\_\_\_\_  
Blue Tooth Speaker \$15 \_\_\_\_\_  
Shuttle/Remote Service \$ \_\_\_\_\_  
Pets \$100 \_\_\_\_\_  
*(\$100 per pet, max 2, max weight 45 lbs each)*  
MISC. \_\_\_\_\_

## VEHICLE RENTAL CHARGES

The rental rate for the specified vehicle is as follows:

\_\_\_\_\_ days at \$ \_\_\_\_\_ per \_\_\_\_\_ = \$ \_\_\_\_\_  
*(inc. \_\_\_\_\_ free miles)*

## PRE-RENTAL CHARGES

VEHICLE RENTAL ..... \_\_\_\_\_  
ADDITIONAL ITEMS ..... \_\_\_\_\_  
SHUTTLE/REMOTE SERVICE ..... \_\_\_\_\_  
MISCELLANEOUS ..... \_\_\_\_\_  
**SUB-TOTAL** ..... \_\_\_\_\_  
DEPOSIT ..... \_\_\_\_\_  
**SUB-TOTAL** ..... \_\_\_\_\_

## POST-RENTAL CHARGES

OVER MILES (@.39 @.59 @1.25/mi) .. \_\_\_\_\_  
REFUELING (@5.00/gal) ..... \_\_\_\_\_  
CLEANING (not to exceed \$350.) ..... \_\_\_\_\_  
VIOLATIONS (up to \$75 admin. fee) ..... \_\_\_\_\_  
SHUTTLE/REMOTE SERVICE ..... \_\_\_\_\_  
MISCELLANEOUS ..... \_\_\_\_\_  
**SUB-TOTAL** ..... \_\_\_\_\_  
**BALANCE DUE** ..... \_\_\_\_\_

## MILEAGE / FUEL

Odometer reading at RETURN: \_\_\_\_\_  
Odometer reading at PICK-UP: \_\_\_\_\_  
Miles driven: \_\_\_\_\_  
Free miles: \_\_\_\_\_  
MILES over/under: \_\_\_\_\_  
FUEL at PICK-UP: \_\_\_\_\_  
FUEL at RETURN: \_\_\_\_\_

**1. Definitions.** "Agreement" means all terms and conditions found in this form, any addenda, any additional materials we provide at the time of rental and our Policies and Conditions outlined on our webpage at <https://www.vwsurfari.com/policies/>. "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" or "Renter" means you, your spouse, your employer and co-worker if engaged in business activity with you while using the Vehicle, and any additional driver listed by us on this Agreement, provided that, each such person has a valid U.S. or International drivers license and is at least age 25. Only Authorized Drivers (maximum of 2 drivers) are permitted to drive the Vehicle. "Vehicle" means the recreational vehicle, motor home, truck camper or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents.

**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. Rental Company warrants, and Renter hereby accepts, that the rented Vehicle is in good operating condition. 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 select, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. Renter agrees to compensate the Rental Company for any damage not covered by other provisions of this agreement. If the Vehicle is returned after closing hours, you remain responsible for its safety and any damage to it 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 express approval. You must check and maintain all fluid levels, and return the Vehicle with the same amount of PREMIUM OCTANE fuel as when rented. \_\_\_\_\_

**4. Responsibility for Damage or Loss to the Vehicle; Reporting to Police.** You are responsible for all damage to, or loss of, the Vehicle, caused by collision, whether or not you are at fault. You are responsible for the cost of repair, loss of use, towing, storage, impound fees, or the actual retail value on the date of the loss if the Vehicle is not repairable, missing equipment, and our administrative expenses connected with any damage claim in accordance with Cal. Civil Code § 1936. You are responsible for loss due to theft of the Vehicle and all damage due to vandalism that occurs in connection with a theft, if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$1000. Allowing a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful, and reckless act and is a breach of this agreement. You must report all accidents involving the Vehicle or theft of the Vehicle and vandalism to us within 24 hours of occurrence, and to the police as soon as you discover them.

**5. Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used: **(a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (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 circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything, or to teach anyone to drive; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal material; (i) outside the State of California, or the geographic area\* indicated elsewhere in this Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (k) on unpaved surfaces, except at licensed public campgrounds; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by 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 would damage the Vehicle; (p) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (q) after an accident with the Vehicle unless and until you summon the police to the accident scene; (r) to transport an animal (pets may be permitted with prior written approval). Smoking is prohibited inside the Vehicle. **Sitting, standing or lying on the roof of the Vehicle is prohibited and will result in a \$500. fine.** \_\_\_\_\_**

**\*Prohibited Geographic Travel Areas:** It is important the Renter understand all insurance protection will be negated, and the security deposit forfeited, should the Renter take or drive the Vehicle anywhere outside of the **STATE OF CALIFORNIA**, or to **DEATH VALLEY** without prior written approval from Vintage Surfari Wagons, INC (**including traveling through or to the Great Basin area, the Owens Valley (HWY 395) and the high desert of California, or the 'Grapevine' section of HWY 5**). If a breakdown occurs due to a violation of any of the aforementioned restrictions the Renter's trip will end without reimbursement for rental days lost and the Renter will be responsible for towing, repair of damages incurred, and in addition, their security deposit will be forfeited. \_\_\_\_\_

**6. Insurance.** Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Vehicle in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Vehicle owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers 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.

***All Renters who cannot provide their own auto insurance must purchase insurance from our partner Outdoorsy. This auto insurance coverage provides for comprehensive and collision up to \$1 million. with a deductible of up to \$1500. and California State minimum in liability. This insurance is purchased via our online booking system.***

**7. Charges.** You will pay us or the appropriate government authorities on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage (each 24 hr. period includes 'free' miles depending upon type of Vehicle rented, additional miles shall be charged at a rate of \$.39, \$.59, or \$1.25 per mile depending on type of Vehicle rented) for the period during which you keep the Vehicle, or a mileage charged based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for the optional products (and any loss or damage thereof) and services you elected to purchase; (c) fuel and a refueling charge, if you return the Vehicle with less fuel than when rented; (d) applicable sales, use and other taxes; (e) all traffic, parking and toll fines, penalties, forfeitures, court costs, towing, impoundment and storage charges and other expenses involving the Vehicle assessed against us; if you fail to timely pay these charges to a public authority, you will pay us the fees plus our processing fee of up to \$75 per violation; (f) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (g) all costs, including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (h) a 2% per month late payment fee or the maximum amount allowed by law (if lower than 2%) on all amounts paid after the date the Vehicle is returned; (i) all expenses we incur recovering the Vehicle if it is not returned as promised in this Agreement; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason; and (k) a reasonable fee not to exceed \$350 to clean the Vehicle, if you return it substantially less clean than when rented, or upon evidence of a pet that is not authorized. \_\_\_\_\_

**8. Security Deposit.** Rental Company requires a **\$500.** total security deposit taken on a major credit card. We may use your security deposit to pay any amounts owed to us under this Agreement.

**9. 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 or parking lot, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

**10. 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.

**11. 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. 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 Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

**12. Driveability.** Your failure to **stop driving and IMMEDIATELY INFORM US of ANY MECHANICAL or DRIVEABILITY ISSUE you may be experiencing with this Vehicle** could possibly result in additional fees in damages should there be a subsequent mechanical failure. Additional fees for Loss of Vehicle Use will be incurred by you if the vehicle cannot be used for its next scheduled rental. Often a seemingly minor problem with the driveability, available power, an odd sound or smell, etc. can be noted and then the condition rectified before it becomes a catastrophic, trip ending event. Should the Renter experience any mechanical failure which results in the rented Vehicle not being operable for more than a 24 hour period, our liability to you is limited to replacing the vehicle with a similar one, or the daily rental rate times the number of days the Vehicle is inoperable. IT SHOULD BE NOTED THAT THIS IS THE SOLE EXTENT OF RENTAL COMPANY'S LIABILITY AND, IT IS AGREED THAT RENTAL COMPANY SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES NOT SPECIFICALLY SET FORTH HEREIN. \_\_\_\_\_

Your security deposit may be credited against the rental charges due us.

By signing below you acknowledge that you have been given an opportunity to read the Term and Conditions of this Agreement before being asked to sign. Your signature authorizes us to process a credit card voucher for all charges due us under this agreement, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

By signing below Renter has agreed to be bound by each and every Term and Condition as set forth above.

\_\_\_\_\_  
Signature of Primary Authorized Driver / Renter

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
Signature of Additional Authorized Driver

\_\_\_\_\_  
[print name]

**I promise not to drive  
any more than \_\_\_\_\_ miles on any given day.**

**X \_\_\_\_\_**

Thank you for taking good care of our vehicle!

# Pre-Rental Vehicle Inspection

## LEGEND

D = DENT

S = SCRATCH

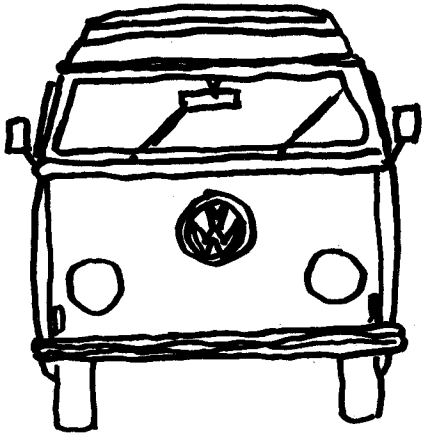
C = CHIP/CRACK

CLIENT: \_\_\_\_\_

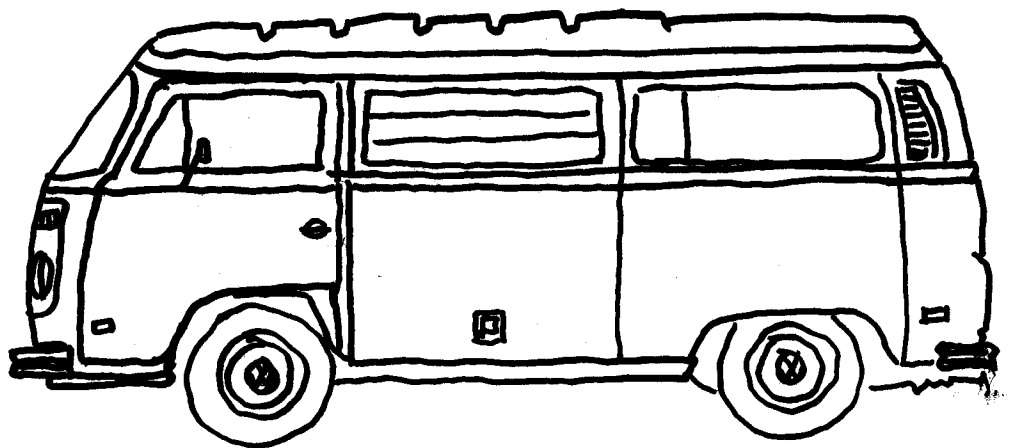
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

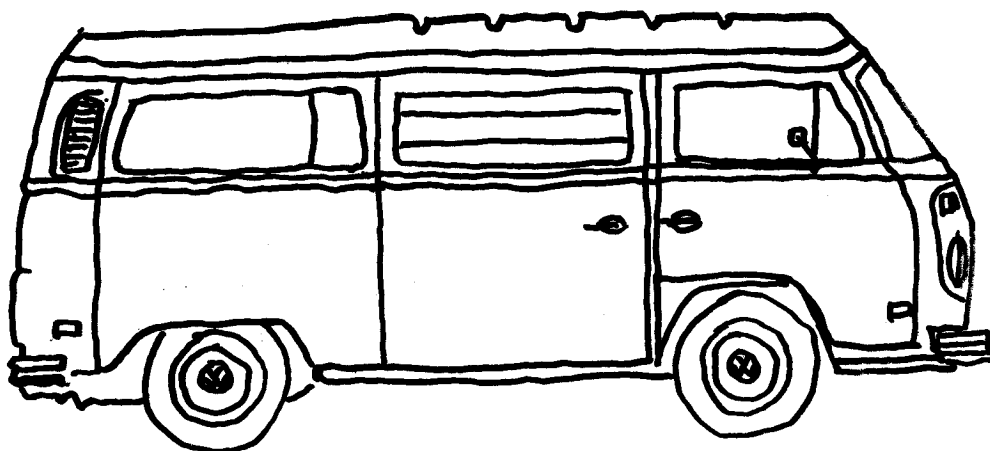
BUS: \_\_\_\_\_



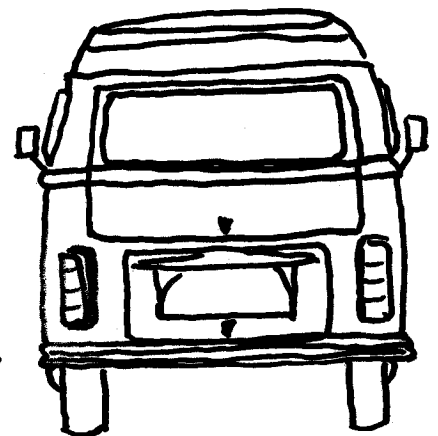
FRONT



DRIVER'S SIDE



PASSENGER'S SIDE



REAR

MILEAGE \_\_\_\_\_ VIN# \_\_\_\_\_

FUEL \_\_\_\_\_ PLATE# \_\_\_\_\_