

# General Conditions Motorhome Kings C 26-28

For travel from 01/04/2023

To 31/03/2024

## OPENING HOURS AND RENTAL CONDITIONS

**Departures>Returns:** Departures are Monday to Friday between 12:30 pm and 4:00 pm, Saturday by appointment between 8:00 am and 1:00 pm. Returns are Monday to Friday between 8:00 am and 10:30 am, Saturday by appointment between 8:00 am and 10:30 am.

### Rental center hours:

Denver: Monday to Friday from 08:00 am to 5:00 pm, Saturday by appointment  
Las Vegas: Monday to Friday from 08:00 am to 5:00 pm, Saturday by appointment  
Los Angeles: Monday to Friday from 08:00 am to 5:00 pm, Saturday by appointment  
Orlando: Monday to Friday from 08:00 am to 5:00 pm, Saturday by appointment  
New York: Monday to Friday from 08:00 am to 5:00 pm (Nov-Feb 9:00-16:00), Saturday by appointment  
Seattle: Monday to Friday from 08:00 am to 5:00 pm (Nov-Feb 9:00-16:00), Saturday by appointment  
San Francisco: Monday to Friday from 08:00 am to 5:00 pm, Saturday by appointment  
Drop-off only destination: Dallas

Closed on Sundays and the following holidays: May 29, 2023 (Memorial Day), July 4, 2023 (Independence Day), September 4, 2023 (Labor Day), November 23, 2023 (Thanksgiving Day), December 24 and 25, 2023 (Christmas Eve and Day), December 31, 2023 (New Year's Eve), January 1, 2024 (New Year's Day).  
The Denver rental center is closed between November 28, 2023 and February 25, 2024.  
The Seattle rental center is closed between January 5, 2024 and February 4, 2024.

**Minimum rental period:** 7 to 10 nights depending on the season, 14 nights with the "All-Inclusive" rate.

**Minimum age and driving license:** Drivers must have a valid driver's license (car license) in English or with translation and be at least 21 years old.

## DEPOSIT

The \$1,500 security deposit is an authorization/hold on the hirer's credit card for trips up to 29 nights (the amount must be available on the account: it will not be charged but will be blocked and cannot be used). For trips of 30 nights or more, the amount will be deducted and returned upon return of the vehicle.

Please note that the security deposit is made by **credit card only**, prepaid cards or debit cards will not be accepted.

When the summer surcharge or special event surcharge applies (such as a regional festival: "Coachella", "Burning Man", "Stagecoach", "Further Future", "NASCAR", "EDC", "RAAM" etc.) the security deposit of \$2,000 is charged (and not just an authorization/hold).

## EVEN MORE ABOUT KINGS MODELS...

Kings models offer **plenty of storage, privacy curtains, safety nets** for cribs, a **canopy** (C class and above), **USB** connections and much more.

Assistance staff is on duty **24 hours a day, 7 days a week**, to ensure travelers satisfaction.

**Transfer** service is available (depending on the location). Note that the list of hotels is provided upon request and after blocking the vehicle.

## D DAY...

Departures are Monday to Friday from 12:30 pm to 4:00 pm, Saturday by appointment between 8:00 am and 1:00 pm.

**You should allow 1 to 2 hours** to complete the administrative formalities and to attend the visit of the vehicle.

Departures can be long, especially in high season, so it is strongly recommended not to plan a long trip on the first day. Remember to take a tour of the vehicle inside and outside (and to take photos).

**You will not be able to pick up your vehicle the same day you arrive from a transcontinental flight.** We

recommend that you spend the first night in an airport hotel or motel.

A **pre-check online** is required by the rental company at least 14 days prior to departure. The link to the pre-check will be provided to you after booking the vehicle.

### ...AND THE LAST DAY

The return of the vehicle is done between 8:00 am and 10:30 am from Monday to Friday, Saturday by appointment between 8:00 am and 10:30 am.

**Please allow 1 hour** to complete the return documents and check the vehicle.

**The vehicle must be returned clean, in the same condition as when it was picked up**, with full fuel and propane tanks, an empty and clean waste water tank, empty grey water tanks (if applicable) and, otherwise a fee will be charged.

### GENERAL CONDITIONS

The rental contract itself, regardless of the manner in which the reservation and payment of the rental were executed, brings together the company that owns the fleet, the "lessor", and the person signing the contract, the "hirer". The exchange of the vehicle by the hirer implies the unreserved acceptance of the following general rental conditions.

**Use of the vehicle:** The hirer agrees to use the vehicle in a prudent and normal manner, to use it only for his personal needs, and not to sublet it, nor to transport people for a fee. The driver must take the utmost care of the vehicle's water and oil levels. The hirer is not allowed to participate in any match, race, rally or other competition of any kind, as well as test-drives or training. The hirer agrees not to use the vehicle for any illegal purposes or purposes other than those specified by the manufacturer, and not to overload the rented vehicle by carrying more passengers than indicated on the vehicle's registration document. The hirer agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

#### **Reservation Change, Cancellation, Unused days and "No Show"**

##### Change of reservation:

All reservation changes must be made in writing and will be confirmed in writing. There is no charge for processing a change up to 64 calendar days prior to the pick-up date. Any subsequent changes will incur a \$50 handling fee. Changes are for extras booked such as mileage/added items, number of passengers, and vehicle size and dates within one week of booking.

However, any changes to vehicle type, travel dates, location, name etc. will be considered as a new booking which means that the original booking will be canceled so that the new booking can be recorded and a cancellation fee will be charged.

Whenever a change in vehicle category, name, date(s) or location(s) is requested, it will result in a recalculation of the amount due. The rates and discounts applicable at the time of the revision will apply. For a request to change date(s) or location(s) less than 64 calendar days prior to the existing pick-up date, the cancellation conditions in the following paragraph apply.

Any name change will result in a cancellation and the need for a new reservation.

##### Cancellation of the reservation:

All cancellations must be made in writing (e-mail) and will be confirmed in writing.

Cancellation fees will be calculated as follows:

Cancellation notified more than 64 days prior to departure: \$120.00

Cancellation notified between 64 and 34 days before departure: 20% of the rental amount

Cancellation notified between 33 and 20 days prior to departure: 50% of the rental fee

Cancellation notified less than 20 days before departure: 100% of the total amount of the invoice

In case of cancellation of a rental with a one-way fee, the latter is due in full, regardless of the date of cancellation.

##### Refund of unused portion of confirmed reservation:

No refunds will be given for delayed pick-ups, early returns, unused mileage or for "no shows".

##### Release of the vehicle after a "no show":

If the lessor is unable to establish communication with the hirer, the vehicle may be reused in the afternoon of the 3rd calendar day, with the day of pickup counting as the first calendar day.

#### **Driver's license and age**

The valid, original national driver's license is required and must be presented for each driver (no photocopies). In addition, it is recommended that foreign hirers have an international driver's license or an English translation of the license issued by their home country. All drivers must meet the age requirement indicated on the rate sheet.

#### **Payment Due Date**

Rental fees and other charges must be received no later than 33 calendar days prior to vehicle pick-up. The lessor reserves the right to cancel the reservation if payment is not received in full on or before the due date. In this case, the above cancellation fee schedule applies.

Full payment is not received at the time of pick-up:

Without receiving full payment, no vehicle will be released to the hirer, no exceptions.

#### Security Deposit:

- Based on credit card company rules the lessor authorizes the deposit amount for reservations up to 29 nights (see section "No smoking allowed. No pets permitted). A \$250.00 minimum cleaning/deodorizing fee applies with either violation. The hirers are responsible to return the vehicle with the interior clean and holding tanks dumped. The vehicle exterior does not require cleaning by the hirer (the exceptions are special events such as Burning Man, RAAM, EDC, etc). Cleaning and dumping charges apply as posted at the drop-off location).
- For reservations of 30 nights and longer the deposit amount is charged on the credit card. Additional deposits may be required or charged for special events such as a regional festival, "Coachella", "Burning Man", "Stagecoach", "Further Future", "NASCAR", "EDC", "RAAM" etc. when a surcharge applies or if no mileage has been pre-paid. Vehicle will not be handed out in case of insufficient funds; the reservation will be canceled and prepaid funds are forfeit.

#### Additional deposit after an accident:

Before a replacement vehicle is issued, the lessor will charge the hirer an additional \$2,000 to the hirer's credit card, whether or not the hirer is at fault. This amount will be refunded upon return of the vehicle (less any fees and charges), if there are no further damages to the vehicle.

#### Credit Cards:

VISA, MasterCard, EuroCard and American Express are accepted. No prepaid credit cards are accepted.

#### Taxes and Government Fees:

Local taxes are included for all prepaid items. Local taxes apply to all vehicle pick-up and drop-off fees and are subject to change at any time. Newly imposed government fees (other than VAT or DMV fees) that are not known at this time will be collected from the hirer at the time of vehicle pick-up.

#### **Transfers**

Some transfers are possible, on request only and to be arranged at least 20 days before the first day of rental, subject to confirmation by the rental center concerned. These transfers are available from some airport hotels and public transportation locations (many airports allow "drop off" but not "pick up"). Hirers who have booked a transfer must contact the rental center 4 days prior to the first day of rental to schedule a pick-up time for the shuttle.

#### **Vehicle not returned to the originally agreed upon deposit**

Should the hirer not return the vehicle at the branch, which was agreed in writing, for example on the Rental Agreement, the customer will be charged for transferring the motorhome to the branch which was agreed in writing.

#### **Picking up and returning the vehicle**

At the time of pick-up, the person in whose name the reservation was made must be present with the credit card indicating his/her name and, if he/she wants to drive, also with his/her original driver's license. If they are not driving, another official document must be presented to confirm their identity. It is also necessary to present the original driver's license for any additional driver so that they are insured and legally authorized to drive the vehicle. The original driver's license in English, Dutch, German, Spanish, Portuguese, French or Italian is acceptable. If the driver's license is in a language other than those mentioned above, an international driver's license or an official translation into English must be presented at the time of pick-up, together with the original.

The lessor has the right, and legal obligation, to deny a hirer the motorhome if the hirer seems not capable to drive a motorhome, e.g. intoxicated, suspicion to be under drug influence, etc. Although it is possible that another person in the group may be driving, in such circumstances the main hirer will not be listed on the rental agreement as the driver and therefore will not be covered by insurance. Still the main hirer remains fully responsible for the motorhome. If the main hirer wants to be entered as a driver, he/she needs to return at a later time to one of our branches and obtain an updated rental agreement.

#### **Vehicle pick-up and drop-off times**

The usual hours for picking up the vehicle are as follows

- Monday to Friday from 12:30 pm to 4:00 pm
- Saturday by appointment between 8:00 am and 1:00 pm

Vehicle drop-off times begin at 8:00 am and end at 10:30 am

Note: In order to ensure early or late pick-up or drop-off, the hirer must extend, if availability permits, the reservation by one night before or after and pay for the additional night(s).

#### **Rental Center Hours of Operation**

Monday through Friday from 8:00 am to 5:00 pm (New York and Seattle: November to February from 9:00 am to 4:00 pm)

Saturday: 8:00 am to 1:00 pm (or in high season as needed) (New York and Seattle: November to February by appointment)

Sunday: closed

The Denver rental center is closed between November 28, 2023 and February 25, 2024.

The Seattle rental center is closed between January 5, 2024 and February 4, 2024.

#### **Delay due to external circumstances**

Although external circumstances may cause changes to the trip, such as flight arrival times, these do not entitle the hirer to a complimentary cancellation or change or to a pick-up/drop-off service outside of normal business hours.

#### **Hirer orientation**

The lessor has German and English speaking staff at all locations. Dutch, French, Spanish and Portuguese are spoken at some rental centers. After completing the paperwork, hirers receive a thorough personal tour of the vehicle.

In addition, a digital user manual is available in German and English. In the event of an emergency, accident or technical problem, hirers can call the toll-free assistance number 24 hours a day, 7 days a week.

### **Child seat/booster**

Parents or guardians are responsible for complying with applicable laws regarding child seats or booster seats. The lessor cannot provide child seats or booster seats, nor can the lessor's staff provide installation instructions or assist with the installation.

### **Vehicle Substitution**

If, for any reason, the reserved vehicle is not available, the lessor reserves the right to replace it with a vehicle of the same or higher category at no additional charge. In the event of a replacement with a less expensive vehicle, the lessor's liability is limited to the difference in price of the two vehicles.

No vehicle substitution shall entitle the hirer to any compensation other than that mentioned above.

### **Vehicle length**

If a hirer needs exact measurements to make arrangements with a ferry or other service, he/she should contact the lessor directly.

### **Travel Restrictions**

- Mexico: Travel to Mexico is not permitted.
- Death Valley: Travel to Death Valley is prohibited between June 1 and September 30.
- Other: Travel on private roads, gravel, dirt or logging roads and other non-public roads, beaches, etc., as well as in downtown New York, Montreal and Quebec City (Canada) is prohibited.
- Alaska: Travel to Alaska, the Yukon and Northwest Territories is permitted provided the lessor has been notified at the time of booking.

The lessor will hold the hirer responsible for failure to comply with these restrictions, including accidents, mechanical breakdowns and theft in a restricted area.

### **Gas and Propane**

The cost of gasoline and propane is not included in any rental and the lessor does not assume responsibility for consumption estimates. All vehicles are delivered with full tanks and the hirer is expected to return the vehicle with full tanks or be charged accordingly.

### **Maintenance, Repair and Reimbursement Responsibilities**

#### Maintenance Responsibilities:

The hirer is responsible for checking engine oil and coolant levels at each refueling and for immediately notifying the lessor of mechanical failures. Coolant refills and authorized repairs will be reimbursed upon return of the vehicle and presentation of all receipts.

It is the driver's responsibility to operate the vehicle in a safe and prudent manner.

#### Maintenance, Repairs and Reimbursement:

For maintenance and repairs exceeding \$50, the hirer must call the lessor's toll-free 24/7 hotline for authorization. Unauthorized bills over \$50 will not be reimbursed. Receipts and replaced parts must be presented for reimbursement. The hirer will be held responsible for mechanical damage due to negligence in the operation and/or maintenance of the vehicle.

### **Technical difficulties with the vehicle and its features**

Each vehicle comes with a vehicle owner's manual and the phone number of the lessor's 24/7 assistance service, which is free of charge from any landline in the United States. The lessor does not return phone calls or accept callback requests from a hirer, as the hirer may be hiking, visiting a museum, etc. and not be in the vehicle when the call is made. Hirers must call when they are in or near the vehicle.

When the lessor receives a phone call, it differentiates between an inconvenience and an emergency:

- An inconvenience is defined as an event that requires the hirer to spend time finding an alternative solution or when a non-safety related feature is not available. For example, buying ice because the refrigerator doesn't work, the DVD player doesn't work or the sliding extension doesn't extend and therefore the interior space is not increased.
- An emergency is defined as when the vehicle can no longer be driven safely. For example, when the engine has stopped working. In this case, the vacation interruption insurance (VIP) applies (see next paragraph).

### **Vacation Interruption Protection Insurance (VIP)**

If the hirer's motorhome vacation is interrupted by an emergency as defined above, and not by an accident or damage caused by the hirer, for more than 12 hours after notifying the lessor, the hirer will be reimbursed the greater of the gross daily rental rate or hotel room expenses up to \$25 per person per night and car rental up to \$50 per day per vehicle, with a combined maximum of \$1,500 per rental agreement.

This reimbursement is only available if the lessor has had the opportunity to fix the problem and the hirer has cooperated in doing so. Defects and repairs to Wi-Fi, GPS, radio, TV, CD or DVD player, generator, air conditioning, refrigerator, heater, water heater, sliding extension, awning, cruise control, etc. are not considered mechanical failures and are excluded from VIP reimbursement.

Reimbursement for eligible expenses is available only upon presentation of proper receipts.

### **In the event of an accident**

Insurance coverage may be void if the following instructions are not followed. The hirer must:

- Obtain a local police report from the police officer investigating the accident,
- Notify the lessor as soon as possible, but no later than 24 hours after the accident,
- Provide the completed accident report form no later than at the return of the vehicle. This form is provided and is kept



in the vehicle with the registration and insurance papers. The complete written report must contain the name, address, telephone number, driver's license number, date of accident, etc. of the other party. All accident documents must include a police report or identification number.

### **Parking and Traffic Violations**

It is the responsibility of the hirer to report and pay for all parking and traffic violations upon return of the vehicle. If the hirer does not report these violations at the time of return, the hirer will be required to pay a \$100 administrative fee per violation to their credit card in addition to the fine (and any late fees).

### **Toll road system in the Florida Keys**

As of February 2011, the Florida Turnpike Enterprise has implemented a fully electronic road toll system for the 47-mile southern section of the Turnpike from US1 in Florida City to the Miami-Dade/Broward County line. The old toll booths have been removed and tolls can no longer be paid in cash.

The following payment options are available for travel on the Turnpike:

- Hirers picking up their vehicle at Orlando International Airport can rent a Sun Pass transponder from the rental center.

- A SunPass transponder can be obtained by calling 1-888-865-5352 or visiting [www.SunPass.com](http://www.SunPass.com).

- The "TOLL-BY-PLATE" program can be used as an alternative. This program captures an image of the vehicle's license plate and charges the toll to the registered owner of the vehicle. The TOLL-BY-PLATE program allows the hirer to call to register for a TOLL-BY-PLATE account and pay the tolls before an invoice is issued. Payments can be made by cash, online credit/debit card or through new payment kiosks located in major retail stores.

Be aware: Florida state law (Statute 316.1001) requires payment of prescribed tolls for the use of toll facilities. Failure to comply with this law may result in the imposition of a civil fine of \$100 or more, the imposition of court costs, and the suspension of the vehicle registration and/or suspension of the driver's license. It is important that the hirer notify the vehicle drop-off center of their trip on the Florida Turnpike, regardless of the option chosen. In the event that an invoice for a toll charge is sent to the lessor as the registered owner of the vehicle, all charges due will be charged to the hirer's credit card on file and processed in accordance with the rental provisions for traffic tickets (including administrative fees).

### **Cleaning fees**

Hirers are responsible for returning the vehicle with the interior clean and the gray and waste water tanks emptied. The exterior of the vehicle does not require cleaning by the hirer (with the exception of events such as Burning Man, RAAM, EDC etc.). Cleaning and emptying fees apply as posted at the drop-off center.

### **Minimum rental period and rate calculation**

Nightly rates are pro-rated when overlapping multiple seasons.

Minimum rental period of 7 nights and 14 nights minimum with the "All Inclusive" rate. 12 nights minimum when August season supplement applies.

When attending the RAAM (Race Across America) event or when the August Season Surcharge is applied a \$2,000 deposit is charged (and not just authorized).

All drivers must be at least 21 years old.

All necessary mileage must be booked in advance. No additional mileage or "All Inclusive" upgrades are available upon pick-up.

For all one-ways, prepayment of the minimum required mileage between the pick-up and drop-off location is mandatory.

In areas where there is freezing weather, the clean water and waste water systems will be drained and cannot be used. If the vehicle is dropped off at a rental location where it is freezing, a \$100 winterization fee will apply. Any damage due to freezing will be charged.

### **Holidays and seasonally closed branches**

The Denver branch is closed for rental business from November 28, 2023 to February 25, 2024 and the Seattle branch from January 5, 2024 to February 4, 2024. Bookings are possible on special request basis only. All branches are closed on Sundays and on following holidays:

May 29, 2023 (Memorial Day), July 4, 2023 (Independence Day), September 4, 2023 (Labor Day), November 23, 2023 (Thanksgiving Day), December 24 and 25, 2023 (Christmas Eve and Day), December 31, 2023 (New Year's Eve), January 1, 2024 (New Year's Day).

### **Burning Man reservations**

Anyone planning to attend Burning Man is required to advise the intention at the time of reservation as special terms & conditions apply to all Burning Man attendees.

### **Unauthorized late return (or "unauthorized extension of rental period")**

For an unauthorized late return, there will be a charge for each day of delay, or portion thereof:

- (a) the actual gross rental price of an additional night ;

- (b) \$300 administrative and handling fee.

If the hirer contacts the lessor at least one business day before the vehicle is due to be dropped off and obtains proper written authorization to extend the rental, the normal rental rate (gross) will apply and will be due at the time of the extension.

### **Smoking and Pet Restrictions, Cleaning Fees**

Smoking is not permitted. Pets are not permitted. A minimum cleaning and deodorization fee of \$250 applies for each violation.

Hirers are required to return the vehicle with the interior clean and holding tanks emptied. The exterior of the vehicle

does not require cleaning by the hirer (except for events such as Burning Man, RAAM, EDC etc.). Cleaning and emptying fees apply as posted at the drop-off center.

## Insurance Overview

The following text is for reference only. The rental agreement is binding and takes precedence over all forms.

### Liability insurance (secondary coverage included in the daily rate):

Liability insurance covers a collision with a third party in the event that the hirer is responsible. The insurance protects the lessor up to \$1,000,000 and the hirer up to the legal limits. There is no deductible for liability insurance.

### Supplemental Liability Insurance (SLI):

SLI coverage provides the hirer with increased liability limit protection. SLI protects the hirer and any authorized driver listed on the rental agreement up to \$1,000,000 for damages caused to third parties.

### Premium VIP Coverage (included in daily rate):

Premium VIP coverage includes comprehensive secondary and collision coverage for the rented vehicle with a \$1,500 deductible per incident. Coverage includes, but is not limited to, the following:

- "Uninsured driver" in the event the hirer is involved in an accident with an uninsured driver,
- Accidental damage to the vehicle (at the fault of the hirer or a third party),
- Damage to the windshield, windows or tires,
- Theft, fire of the vehicle,
- Vandalism.

### VIP Plus upgrade:

On a standard rental, the hirer is responsible for any loss or damage to the vehicle, regardless of the cause or person responsible, up to \$1,500 per incident. The VIP Plus option reduces the hirer's liability for damage to the rental vehicle in the event of an accident to \$0 (unless otherwise stated, see below). The VIP Plus option is not mandatory. The hirer may purchase the VIP Plus option both in advance and at the rental center (sales tax apply).

The VIP Plus option is not insurance, it only reduces the hirer's financial responsibility if the rented vehicle is damaged or stolen. The deductible is waived as long as the hirer is not in violation of the rental agreement.

The VIP Plus option does not apply if:

- the hirer uses the vehicle in violation of the rental agreement;
- the hirer fails to remove the keys or lock all doors and windows and the vehicle is stolen;
- the hirer fails to immediately notify the rental center and the police of any incident;
- the hirer fails to pay charges under the Rental Agreement;
- applicable local or national law does not allow it.

### Incidents not covered (non-exhaustive list):

No liability, comprehensive or collision insurance is provided and the hirer is fully responsible legally and financially for:

- Damage to the interior of the vehicle;
- Damage to persons, personal items and property;
- Carrying more passengers than the number of seat belts available;
- Intentional or deliberate damage caused by the hirer or his/her guests;
- Damage to the vehicle caused by abuse or detour for illegal activities;
- Damage for which the hirer is charged by local authorities with negligence;
- Damage caused by freezing, e.g., of an unwintered vehicle, or overheating of the vehicle or systems;
- Driving the vehicle without a rental agreement, or in violation of the rental agreement;
- Damage and accidents caused by the driver being under the influence of alcohol, drugs or any other controlled substance;
- Damage resulting from the hirer's use of a leveling system (if the hirer reconnects it);
- Damage resulting from driving with the awning open;
- Damage and injury caused by neglect of proper operating procedures, such as improper fuel type or grade, failure to maintain proper oil or coolant levels, air pressure, etc., overloading the vehicle and/or exceeding the legal towing capacity (towing limit is 1,500 pounds with proper equipment - trailers, boats or enclosed vehicles are not permitted);
- Damage to the vehicle or property of a third party due to the hirer's grossly negligent or willful disregard for local laws and regulations or lack of common sense;
- Driving of the vehicle by any person not meeting the age requirements as stated in the rental documents, rental conditions, not listed on the rental agreement or not possessing a valid original driver's license;
- Damage and loss due to "off-road" use of the vehicle, or caused while traveling in or through restricted areas, as a result of improper GPS guidance, traveling in unauthorized areas, including but not limited to Mexico, downtown New York, Montreal and Quebec City (Canada) (see "Travel Restrictions" section).

Note: Please note that in the event of a claim, the lessor will not act as an adjuster for third party insurance policies purchased by the hirer (such as \$0 deductible insurance, etc.).

## Dispute

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not allow the hirer to claim any compensation. The photos are not contractual and the choice of the vehicles is done by category and not by model.

The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the company CampingCar online.