

# **General Conditions Motorhome Navajo C21**

# For travel from 01/04/2023

## To 31/03/2024

## **RENTAL CENTER HOURS AND GENERAL CONDITIONS**

(Please note: one night's rest is required on American soil before departure in the motorhome.)

## Pick-up/Drop-off

Pick-ups can be made from Monday through Saturday from 13:00, drop-offs can be made Monday through Saturday between 9:00 and 11:00.

When the early bird departure option is chosen, pick-ups can be made from 9:00 to 12:00 and returns can be made up to 15:00 (transfers at a certain distance included, maps on request). The Early Bird option is not available at Reno (RNO), Orange County (SNA), Missoula (MSO), Chicago Northwest (PWK), Pittsburgh (PIT), Cincinnati (CVG) et Ft. Myers (RSW).

## **Rental center hours**

Monday through Saturday from 9:00 to 17:00 (hours can vary by rental center and season).

<u>Rental centers:</u> Albuquerque (ABQ), Anchorage (ANC), Tampa (APA), Atlanta (ATL), Austin (AUS), Billings (BIL), Nashville (BNA), Boston N (BON), Boston S (BOS), Bozeman (BOZ), Chicago (CHI), Charlotte (CLT), Cincinnati (CVG), Denver (DEN), Dallas (DFW), Seattle Everett (EVT), Newark (EWR), Fort Lauderdale (FLL), Houston (HOU), Washington (IAD), Las Vegas (LAS), Los Angeles (LAX), Miami (MIA), Missoula (MSO), Minneapolis (MSP), Baton Rouge/New Orleans (MSY), New York East (NYE), New York (NYC), Orlando (ORL), Portland (PDX), Philadelphia (PHL), Phoenix (PHX), Pittsburgh (PIT), Chicago Northwest (PWK), Reno (RNO), Ft. Myers (RSW), San Diego (SAN), San Francisco (SFO), Salt Lake City (SLC), Orange County (SNA).

<u>Closed on Sundays and the following public holidays:</u> January 1st and 2nd, 2023 (New Year's Day), February 21, 2023 (Mardi Gras in Baton Rouge/New Orleans), April 9, 2023 (Easter Sunday), May 28 and 29, 2023 (Memorial Day), July 4, 2023 (Fourth of July), September 3 and 4, 2023 (Labor Day), November 23, 2023 (Thanksgiving), December 24 and 25, 2023 (Christmas), December 31, 2023 and January 1st, 2024 (New Year's Day), February 13, 2024 (Mardi Gras in Baton Rouge/New Orleans), April 9, 2023 (Easter Sunday).

Anchorage (ANC) and Halifax (YHZ) rental centers are closed for the winter from October 8, 2022 through April 15, 2023 inclusive and from October 8, 2023 through April 15, 2024 inclusive. Reopening on April 16.

## Minimum rental period: 7 days

License and minimum driver age: 21 years old with a car license. Anyone wishing to drive must be present on the day of departure with their driver's license to be listed on the rental agreement. All drivers identified as such must sign the rental agreement.

#### DEPOSIT

The \$500 security deposit is charged to the tenant's credit card on the day of departure.

Please note that the security deposit is **by credit card only**, cash, prepaid cards or debit cards will not be accepted. Upon return of the vehicle, any additional charges will be deducted from the security deposit and a credit will be issued to cover a refund.

During Burning Man the security deposit charged is \$1000 for departures between August 23 and August 29, 2023 and between August 21 and August 27, 2024. Rental centers in San Diego, Orange County, Los Angeles, San Francisco, Las Vegas, Reno, Salt Lake City, Portland and Seattle are affected.

## EVEN MORE ABOUT NAVAJO MODELS...

**Experience**: With over 45 years of experience in the recreational vehicle rental industry, the Navajo RV Company has all over the country from the East Coast to the West Coast.

Fleet: Each year, new vehicles are added to the fleet, with updates and changes to designs and materials based on feedback.

Reliability: Driving a rental motorhome may seem intimidating at first, but Navajo vehicles are very easy (and fun) to

operate. A 24/7 support team is available.

**Class C Motorhomes**: These vehicles have more actual sleeping capacity than a "bus" type motorhome, with easy access to the interior of the vehicle through three separate entry doors. They are easier to drive and maneuver in tight areas such as campgrounds, easier to drive in windy conditions due to a lower overall vehicle profile. Class C motorhomes have better fuel economy than an equivalent "bus" type motorhome (up to 15% better). Chassis components are also higher and more reliable, which means fewer breakdowns.

## **DEPARTURE DAY...**

Departures are from Monday to Saturday from 13:00, or from 9:00 with the Early Bird option. These times may change on Saturdays from one rental center to another, depending on their opening hours.

You should allow 1 hour to complete the administrative formalities and to attend the vehicle inspection.

You will not be able to pick up your vehicle the same day you arrive from overseas or from a transcontinental flight. We recommend that you spend the first night in an airport hotel or motel.

## ...AND THE LAST DAY

The vehicle is returned between 9:00 and 11:00 am Monday through Saturday (until 3:00 pm with the Early Bird option). These times may change on Saturdays from one rental center to another, depending on their opening hours.

You must allow 1 hour to complete the return documents and check the vehicle.

You agree to return the vehicle in the same condition as you picked it up at the time of departure, excluding normal wear and tear, or you will be charged for cleaning and/or oil changes. You will also be responsible for any charges related to damage or loss of equipment.

Due to the opening hours and the time required to return the vehicle, we advise against booking a return flight in the morning or early afternoon.

## **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 renter 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 renter agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

Flex Rates: A variable rate per rental day. Each week a new daily rental rate is established, based on the vehicle, the location and the dates of travel (rate applicable to the entire length of the rental). Based on this variable rate, your daily rental rate is established. At the time of reservation (and payment of the account), the daily rental rate is locked in for the reservation.

The following changes will result in a re-calculation of the Flexrates. The rate will be calculated using the most current Flexrates and compared to the existing Flexrates; the higher rates will prevail thus preventing unscrupulous changes due to reductions in Flexrates for normal scheduling reasons.

- 1. Change of party name
- 2. Change of vehicle size
- 3. Change of departure location
- 4. Change in departure date
- 5. Cancellation and rebooking
- 6. Change in drop-off date
- 7. Change in one-way drop-off location

Once confirmed, the following changes will not affect the Flexrates.

- 1. Change in party size
- 2. Adding prepaid items

**License and minimum driver age:** Vehicles may only be driven by qualified drivers aged 21 or over. All drivers must hold a valid and identifiable driving licence. A foreign driving licence and passport are required as identification and will be checked. All drivers must be identified, authorised and must sign the rental agreement. There is no charge for additional drivers and no extra charge for under 25 years old.

**Rental center closures:** The rental centres are closed on the following Sundays and public holidays: January 1st and 2nd, 2023 (New Year's Day), February 21, 2023 (Mardi Gras in Baton Rouge/New Orleans), April 9, 2023 (Easter Sunday), May 28 and 29, 2023 (Memorial Day), July 4, 2023 (Fourth of July), September 3 and 4, 2023 (Labor Day), November 23, 2023 (Thanksgiving), December 24 and 25, 2023 (Christmas), December 31, 2023 and January 1st, 2024 (New Year's Day), February 13, 2024 (Mardi Gras in Baton Rouge/New Orleans), April 9, 2023 (Easter Sunday).

Anchorage (ANC) and Halifax (YHZ) rental centers are closed for the winter from October 8, 2022 through April 15, 2023 inclusive and from October 8, 2023 through April 15, 2024 inclusive. Reopening on April 16. No returns, early or otherwise, can be scheduled on any day of closure, without exception.

**Delay:** The rental company is not responsible for late arrivals due to flight delays or delays in clearing U.S. customs, passport control or baggage claim. One-night hotel stays prior to departure are therefore strongly recommended.

**Transfers:** the organisation and cost of transfer(s) to or from the rental centre is the responsibility of the hirer. In the case of an Early Bird rate, the hirer must call the rental centre 1 to 3 days in advance to organise the transfer.

**One-way:** One-way rental is possible on request, subject to prior agreement by the rental company and includes a surcharge on the rental amount.

Automatic tolls: The implementation of electronic tolls is becoming increasingly widespread in the United States and Canada. This means that it is no longer possible to pay local tolls in cash. The vehicle's license plate is identified to assess the toll charges. It is then the responsibility of the hirer to pay for the tolls collected during the entire rental period of the vehicle.

It is possible to pay the tolls in the following ways:

- Either the lessor transfers the hirer's details, including name and postal address, directly to the relevant authorities. In this case the hirer is charged and has to pay the tolls directly to the toll authority.

- Or the lessor pays the costs incurred by the hirer to the toll authority. In this case, the lessor will charge the credit card used by the lessee to reserve the vehicle for the toll charges, plus an administrative fee of \$15 per rental.

Fastrack and EX Pass toll lanes: There is a difference between automated toll lanes and services such as Fastrack and EZ Pass lanes.

Use of the Fastrack and EZ Pass lanes without the corresponding transponder will incur a fee in addition to the regular toll rates. In these cases, the fee may be \$25 to \$100 per violation. It is the renter's responsibility to avoid using these lanes under any circumstances in order to avoid these charges.

At last, fines for parking, red light, speeding and other traffic violations are handled in a similar manner to the above. However, the administrative fee charged by the rental company in these cases is \$50 per rental.

**Booking a ferry trip:** neither the lessor nor CampingCar Online can be held responsible for any overbooking when booking a ferry trip, especially during the high season.

Child seats: the lessor does not provide child seats.

#### Insurance

## THIRD PARTY LIABILITY

In the U.S. and Canada, the lessor provides the renter with third party liability coverage on a secondary basis for bodily injury, property damage and personal injury protection (PIP) as required by the financial responsibility laws of the state or province where an accident may occur, for claims made against the customer and/or authorized drivers. Liability coverage is void if the rental vehicle is not operated safely in accordance with all applicable laws and regulations and all terms and conditions of the rental agreement.

In addition, rental in the U.S. and Canada includes additional liability insurance providing excess liability coverage up to \$1,000,000.

## DAMAGE LIABILITY INSURANCE - INCLUDED WITH USA & CAN RENTAL

The insurance provides excess liability coverage up to a total of \$2,500, provided the renter complies with the terms of the rental agreement, promptly reports any accident or damage and avoids prohibited uses of the vehicle. The insurance is valid with a single limit of coverage per occurrence, against claims made by third parties for bodily injury, death and/or property damage caused by the operation of the vehicle. A partial list is contained in the rental agreement. Please check on departure.

## ZERO DAMAGE POLICY (ZDP)

The Zero Damage Option can be purchased directly at the rental centre and allows the renter to reduce their liability for loss or damage to the vehicle from \$2,500 to \$0. ZDP is available for a nominal fee per night.

**Travelers Assistance 24/24 et 7/7:** For any concerns, whether they are mechanical breakdowns, service problems or disruptions during the trip, the renter should call (800) 334-4110. Calling the originating rental center is not recommended. If the customer calls Travelers Assistance, they should have the Renter Assistance Guide available. The Travelers Assistance representative will refer to specific pages in the guide.

## In the event of an accident: In the event of an accident the renter agrees to:

Record the name(s), address(es), number plate(s), make(s) and model(s) of the vehicle(s) of the third party(ies) involved or of the property(ies) damaged if no third party was involved - Register the name of the third party's insurance - The hirer must not admit any liability - Make a police report within 24 hours - Complete and sign the "Accident report" which is in the vehicle - Obtain a copy of the police report and forward it immediately to the lessor - Inform the lessor within 24 hours.

Any failure to comply with the above obligations will result in the cancellation of the insurance cover. All provisions are

detailed in the departure document (the contract) which will be signed by the hirer at the rental centre on the day of departure.

**Traffic Restrictions:** Insurance cover is not valid if problems arise under the conditions set out below and all recovery costs are the responsibility of the customer. Violation of these restrictions voids damage waivers and the customer will be held responsible for all damage to the vehicle including tires, towing and other related expenses due to a breakdown related to the operation of the vehicle under the conditions listed.

The Hirer should consult the Hirer Assistance Guide and the staff at the point of departure for full information on travel restrictions and local circumstances when collecting the vehicle.

## ALASKA, YUKON, NORTHWEST TERRITORIES AND NEWFOUNDLAND

Travel is permitted on all public and/or numbered roads. Travel on non-public roads, unpaved side roads, trails and the like - commonly referred to as "logging roads" - or any surface that exposes the vehicle to damage or an unreasonable or unsafe route is prohibited. The hirer may receive additional information from the lessor regarding seasonal travel restrictions. The lessor reserves the right to restrict travel, depending on road conditions.

## DEATH VALLEY

Vehicles may be used with EXTREME CARE in Death Valley during July and August. During the summer months, hirers visit these areas at their own risk and the hire company will not be held responsible for any costs incurred, including the cost of recovering a vehicle or vehicles. At certain times, these areas are not habitable and may be dangerous for the driver and passengers.

## MANHATTAN, NEW YORK CITY

Due to vehicle height, propane and parking restrictions, propane vehicles are not permitted in Manhattan and are not permitted to travel in underground or underwater tunnels.

## MEXICO

It is strictly forbidden for the renter to cross the U.S.-Mexico border with a renter's vehicle.

## WINTER WARNING

Vehicle operating systems are not fully operational during freezing weather. The lessee is advised to consult the Winter Operations Assistance Guide. In addition, in Canada and northern U.S. cities, vehicles are likely to have antifreeze in the tanks, which means that the vehicles' water systems will not be in working order.

Maintenance of the vehicle: the renter must check the water and oil levels and the pressure of the tires, and must report any mechanical incident or accident to the rental center immediately.

**Cleaning fees:** Smoking is not allowed in the vehicles. Cleaning fees may be charged upon return of the vehicle. It is the renter's responsibility to return the vehicle with a clean interior and all waste water tanks emptied, or risk being charged an oil change fee.

**Returns:** No refunds are made for early returns. Any time exceeding the agreed upon return time will be subject to late fees.

**Reservation:** The reservation is final after the payment of a deposit of 30% of the rental amount - with a minimum of 153€. The balance must be paid 30 days before departure. After this period, CampingCar-Online reserves the right to cancel the rental. The payment of a deposit implies acceptance of the rental conditions.

Modifications: no fee is charged for the first modification. For the following modifications 50€ per modification.

**Cancellation policy:** Any cancellation must be notified by certified letter with delivery notice. Cancellation notified more than 65 days before departure: No charge (deposit refunded) Cancellation notified between 64 and 49 days before departure: No charge (\$440 if one way)\* Cancellation notified between 48 and 18 days before departure: \$440 (\$840 if one way) Cancellation notified between 17 days and 10 days before departure: \$700 (\$1350 if one way) Cancellation notified between 9 days and 3 days before departure: \$900 (\$1750 if one way) Cancellation notified less than 3 days before departure: no refund \*One way : Return of the vehicle in another city than the one of departure

**Complaints:** All complaints must be in writing. Copies of all available relevant documents, such as rental agreements, receipts, etc., must also be included.

## 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 authorize the tenant to claim any compensation. The photos are not contractual and the choice of vehicles is made 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.