

AGREEMENT TERMS AND CONDITIONS

VINTAGE VAN ADVENTURES, MECC INC.

❖ EXPECTATIONS

This is not your tradition quick rental or your average rental agreement. Unlike “fast food” rental cars, Vans are working antiques, special, require special care. We expect You to care for them, keep them cleaned, not abuse them and returned them in as good if not better shape then when you picked it up. The next renter expects a nice clean, unbroken, undamaged Van with full gear just like you just received. We expect and appreciate your respect for the Van and the next renters.

We try to address registration, payments, security deposit, rental agreement and miscellaneous items well in advance. But, upon rental pickup don't expect to be in a rush. You will be given a 60-90 minute thorough walk through of the Van operations, gear and introduction. Upon Your rental return, please be prepared to spend another 60 minutes going over the gear and van return conditions.

There are two parts to the remained of this documents, Part One is a Summary Overview, quick start of the facts. Part Two is the Rental Agreement Terms and Conditions and signature page.

❖ PART ONE -- INTRODUCTION & OVERVIEW SUMMARY

THE FOLLOWINGS IS JUST A FAST SUMMARY OVERVIEW OF OUR PROGRAM.

(THE TERMS AND CONDITIONS SECTION INCLUDES THE ACTUAL TERMS AND SIGNATURE PAGES)

- ✓ Nostalgic, classic, vintage pre-1992 German engineered Westfalia Camper vans
- ✓ Economical mileage with fully self-contained Westfalia Camper Van; sleeps 4
- ✓ \$1,675 plus applicable taxes - Weekly rental 2 pm Saturday-6 pm Friday, 1,500 miles/week
- ✓ \$500 reservation deposit converts to \$1000 security deposit at time of pickup
- ✓ Includes basic camp kitchen, utensils, dishes and bedding and much more
- ✓ Driver(s) 25 years, valid USA or International, 3 years driving experience
- ✓ Full coverage insurance mandatory - driver(s) must show proof of full insurance coverage as a condition of rental
- ✓ Additional fees incurred IF gas, mileage, no smoking, cleaning guidelines not followed
- ✓ Allow 45-60 minutes for both pre & post van & equipment orientation

❖ QUICK START - JUST THE FACTS

- **“Arrive & Drive”**
 - ◆ You experience New England in a fun, easy and engaging way. Get into the “off highway” adventure of driving into and along the mountains, rivers and coasts. Camp right next to Your favorite view. Just arrive and be ready to drive. We take care of all the rest for you.
 - ◆ You get an equipped and provisioned Westfalia van which gives You an exceptional adventure experience across New England, USA, the easy way from us.
 - ◆ You provide Your favorite wine/cheese, beer, camping food and snacks and buy lobster and crabmeat rolls along the way.
- **Westfalia Camper Van**
 - ◆ Premium nostalgic, pre-1992 Westfalia Camper Vans, popup camper sleeps 4, 20+ mpg, some repowered with new VW Golf engines; some exhaustively restored from frame up and power by [Foreign Auto Supply](#)

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- ***Just Arrive & Drive - What You Get***

- | | | |
|---------------------------------|---|----------------------|
| ◆ Stove | ◆ Propane | ◆ First aid kit |
| ◆ Refrigerator (semi cool) | ◆ Full tank premium gas | ◆ Fire extinguisher |
| ◆ Cooler | ◆ External power cord Dish towel | ◆ 2 beach towels |
| ◆ Sink | ◆ Utensils | ◆ Flashlight |
| ◆ Bed linens, blankets, pillows | ◆ Paper towels, dish soap, salt/pepper | ◆ Dust brush/pan |
| ◆ Towels | ◆ Dishes (4) - plates, mugs, tumblers, silverware | ◆ Picnic table cover |
| ◆ Pots/pans | ◆ 2 folding chairs | ◆ Audio/CD radio |
| ◆ Coffee pot/maker | | ◆ Maine Map/atlas |
| ◆ Dish set (4) | | |

- ***Rates - What's It Cost Me!***

- ◆ All inclusive, weekly rentals only - low season \$1400/week; high season \$1,675/week (see van calendar), USD plus refundable deposit
- ◆ Generous mileage allowance - You get 200+ miles per day average; \$0.49/mile afterward. Few if any ever reach this amount in a week since that is almost 30 hours of straight driving and You would never actually be camping.
- ◆ Severe late fees - see ***Pickup & Return*** below

- ***Pickup & Return***

- ◆ Weekly rentals only
- ◆ Pickup Saturday 10 am-2 pm
- ◆ Return Friday 2pm - 5 pm
- ◆ Late Fee per 4 hour or part is twice calculated daily equivalent
- ◆ Pickup clean, return clean or \$200 cleaning fee
- ◆ Drive tenderly, gingerly and like the nostalgic Van it is (can Your granny run as fast as she used to. Nope, neither can the Vans so keep Your running speed under 65 mph)

❖ **Goal, Purpose & Overview**

- 1) Enjoy an easy to drive Westfalia camper van and get You out and about with a unique trip off the highways and over the many blue roads of Maine and New England.
- 2) Enjoy the outdoors, nature and especially all the friendly people of Maine and the New England states by using an easy to drive, low polluting and nature-friendly van which has outstanding visibility for all passengers.
- 3) Equipped; provisioned for 4 providing You an exceptional adventure experience across New England, USA
- 4) We want You to drive around a lot and see the shores, oceans, beaches, mountains, waterfalls, lighthouses and all the different things You can only find in Maine and New England. We give You plenty of mileage credits to scoot and shoot (camera) so You don't have to worry about any added charges.
- 5) You are renting a "different experience" than what You would expect with the traditional, commercial rental firms. You have an obligation and You agree to honor Our code of Westfalia Treatment and Driving Ethics -- drive slow, don't trash the van and tread gently with the vans. They are old, safe and remain in good shape through Your caring, nurturing and gentle care of the van. Unlike commercial rentals which many times get abused, trashed and driven with "I don't care" abandon, Our vans love You more when You love them. Driving under 65 mph is expected and appreciated.

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- 6) There is another family group renting the van after You and We know You appreciated a clean, healthy van and would like to leave it that way for the next special family adventure. Thanks for Your consideration.

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PART TWO -- RENTAL AGREEMENT TERMS & CONDITIONS (DEVIL IN THE DETAILS)

I. WELCOME TO VINTAGE VAN ADVENTURES, MECC INC.

Hello. You are choosing Vintage Van Adventures for Your New England, USA outdoor adventure touring and camping. You are selecting one of Our classic Volkswagen (senior citizen) Vans. Thank You for Your choice to use Us and Our wonderful classic working vans.

Vintage Van Adventures provides the best possible outdoor adventure “freedom” experience. It is just as much about this experience as it is doing it in style in a unique just plain cool van. Our greatest concern is delivering to You a safe, secure Van and camp experience. So, it is important for You to read, understand, acknowledge and agree to the following information as well as other instructions, operations and details about the Vans throughout Our documents and web site.

II. BLAH, BLAH AND MORE BLAW, BLAW – LEGAL STUFF; ITS REQUIRED

Hi again. Heck, We just started; You still with Us here? We apologize for the lengthy legal Agreement and documents. While it is indeed long, hopefully it clarifies all the Terms and Conditions so We all understand what You and We are getting into. Personally to this day I believe it is this long because legal experts want to demonstrate their own prowess in these matters. But in reality it is about having a long document so their bill does not look as bad as it would if it was a single page. Avis and Enterprise have shorter terms!

III. HE SAID, SHE SAID! – LET’S GET CLEAR ON COMMUNICATION TERMS AND DEFINITIONS

As You know what she said is not what You heard if You’re a guy. If You are a lady, what he said has no bearing on what You heard. Right? Right? So, let’s begin with some clarity of definitions so this Agreement is gender neutral and understood by both and everyone. While You may be from Venus and him from Mars, this Agreement is not. Clear so far? Good. This section is tedious, boring and takes some time to read through. So, have a cup of coffee while You slog through it well before You arrive to finally rent Your van. It’s all legal stuff You must know. We used smaller type below so You can read it faster too! We can also give you a smaller print version if you are in a hurry. Smart. *(We hope you have great eyesight or have a set of glasses with a high number for this latter option!)*

FORMS Rental Agreement Form, Part A. Rental Van Agreement, Part A. Van Condition Report. Summary Rental Conditions

White stuff - paper and/or white background pixels. **Black symbols, text and words** on it make up the Agreement form factor(s). **Agreement** means all terms, conditions and content in documents and/or available on Our website www.vintagevanadventures.com. It includes addenda, additional material(s) You sign and/or We provide to You at the time of rental. It also includes Agreement Parts A, B and legally, it might even include that coffee We may have given You along with the road atlas & map.

Who are you? “You” or “your” means the person identified as the renter and additional drivers named in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by Vintage Van Adventures at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement.

Who are we? “We”, “our” or “us” means Vintage Van Adventures, MeCC, Inc. (“Vintage Vans”). To Our knowledge there is no “they” unless You hit their car or run over them or otherwise get in an accident! Then You and We might be dealing with a “They” which might include police, sheriff, animal control officers, Maine North Woods Wardens (as seen on TV) and lobstermen.

It’s not golf is it? “Authorized Driver” means (a) the renter; (b) the renter’s spouse, (c) and any additional driver listed by Us on this Agreement. Only Authorized Drivers are permitted to drive the Van. Each Authorized Driver must be at least age 25, possess a valid driver’s license and have at least 3 years actual driving experience with no infractions of criminal activity, drinking and driving, driving under the influence of drugs, illegal substances or cited from just dumb stuff in a car.

Where is de van? “Van” means the bus, love van, hippie van, VW Van, Vanagon, Westfalia, Westy or other motorized Van identified in this Agreement and any Van We substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and Van documents. It is considered by many to be “**THE VAN**”. The Van may be equipped with global positioning satellite system (GPS) or similar telematics device, dash cam, GoPro cam or other imagery devices which may use cellular telephone or

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radio signals to transmit data, and therefore Your privacy cannot be guaranteed.

"CDW" means Collision Damage Waiver. PAI means Personal Accident Insurance. PEC means Personal Effects. SLI means Supplemental Liability Insurance. Coverage "Loss of Use" means the loss of Our ability to use the Van for Our purposes due to Van damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, You and We agree that Loss of Use will be calculated by multiplying the number of days from the date the Van is damaged until it is replaced or repaired multiplied by the daily rental rate, which You and We agree represents a reasonable estimate of actual damages and not a penalty. Loss of Use shall be payable regardless of whether We had other Vans in Our fleet to rent, or the Van would have been used but for the damage. **Daily Rental Rate** is the weekly rate divided by seven (7). **"Diminished Value"** means the difference between the value of the Van just prior to damage or loss and the value of the Van after repair or replacement as calculated by a third-party acknowledged as a vintage van expert, estimate obtained by Us or on Our behalf; or by actual replacement cost of the Van. **"Van License Cost Recovery Fee"** means Our estimate of the average per day per Van portion of Our total annual Van licensing, titling, and registration costs that We are permitted to recover under applicable law. **"Off limit Remote Areas"** means geographic areas that are unsafe to travel without taking some important precautions such as determining road and weather conditions. Off Limit Remote Areas include, without limitation, on untraveled ways, river crossings, sod, mud and/or gravel tote and back roads or any area described on a map as a path and/or 4 wheel drive way. Vans may not be driven in Off Limit Remote Areas without the prior written consent of Vintage Vans, which consent may be withheld in Vintage Van's sole discretion. **"Gross Rental Rate"** means the net rate including the applicable taxes, fees, charges and additional fees.

IV. WE NOT RESPONSIBLE -- RENTAL – INDEMNITY & WARRANTIES

This Agreement and Terms and Conditions are a legal and binding contract for the rental of the Van. You have read, acknowledge and understand this Agreement shall be construed in its entirety and shall constitute the entire agreement between Vintage Vans and You and shall supersede all other provisions, terms, warranties or conditions contained in any other agreement, brochure, advertising material or representation. This Agreement shall be governed in accordance with the laws of Maine 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 Portland, Maine. You agree to indemnify, defend and hold harmless Vintage Vans, its officers, directors, members, stockholders, managers, employees and agents 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 Van, 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 Van, no warranty of merchantability and no warranty that the Van is fit for a particular purpose. IN NO EVENT SHALL VINTAGE VANS, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF You ARE TOLD THAT THOSE DAMAGES MAY OCCUR

V. THE VAN LOOKS GOOD -- VAN CONDITION AND RETURN

You acknowledge:

- i. the Van was delivered to You by Vintage Vans in good operating condition and with the seal of the odometer unbroken. You agree to return the Van in the same condition (except ordinary wear and tear) to the location and on the date and time specified in **Rental Van Agreement Form Part A** ("Rental Information Form") and on the date and time specified in **Rental Van Agreement Part A** (the "Due-In Time") or earlier is demanded by Vintage Vans;
- ii. that the Van is the sole property for Vintage Vans;
- iii. that the only existing damage to the Van at the commencement of this Agreement is detailed on the **Van Condition Report**. You are responsible for all damage that is not noted on the **Van Condition Report**;
- iv. We may reposes the Van at Your expense without notice to you, if the Van is abandoned or used in violation of law or this Agreement and we, Our employees or agents may enter on any property where the Van is situated. You will indemnify Vintage Vans, its employees and agents from claims by any person resulting from such entry and retaking of the Van;
- v. If seal of the odometer is broken or otherwise tampered with, You will be responsible for an extra charge based on 300 miles per night at \$1 per mile, plus the costs of repairing or replacing the odometer. Additionally, the person(s) responsible will be reported to the police;
- vi. If You fail to return the Van to the location specified in **Rental Van Agreement Part A** ("Due-In Location"). You will be responsible for all costs associated with transporting or towing the Van to the "Due-In Location" unless otherwise agreed by Vintage Vans in writing;
- vii. If the Van is returned after closing hours, You remain responsible for the loss of it and all damage to it until We inspect it upon Our next opening for business and Charges will continue to accrue; and

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- viii. To extend the rental period, You must have received Our approval before the dates specified in Rental Van Agreement Part A (the "Due-In Date"). Rental extension is subject to availability. The extra cost of an extended rental must be paid by credit card over the telephone or at Vintage Vans immediately upon confirmation of the rental extension. The additional nights will be at the Gross Rental Rate available at the time of the extension. Failure to obtain authorization will result in You being charged double the nightly gross rental rate (the weekly rate divided by seven, then the resultant multiplied by two)

VI. YOU NEED TO BE A MECHANIC TOO!?! -- VAN MAINTENANCE

You understand, acknowledge and agree You know how to access the spare and change the tire and shall check the fluids, oil, coolant and shall generally inspect the overall condition of the Van and it's underneath drive train and suspension every 300 miles or at each gas filling. You shall replace any lost fluids, oil and coolant should Your general inspection and checks indicate improper levels. You must add water/coolant to the cooling system and an appropriate SAE rated oil for gasoline or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum. You agree to maintain the Van in these conditions and acknowledge that any mechanical damage resulting from Your failure to maintain the Van described by this clause will be paid by You. Maintaining the appropriate oil fluid and coolant levels is not considered a repair and will be subject to reimbursement and thanks.

VII.OOPS, MY VAN AIN'T WORKING -- MECHANICAL BREAKDOWNS

Any mechanical problems associated with the Van must be reported to [Vintage Vans](#) via text, phone or email or all methods as soon as possible in order to give Vintage Vans the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to Vintage Vans. If Vintage Vans is either not contacted or You do not allow Vintage Vans the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that Vintage Vans is not responsible for any claims made by You after the return of the Van.

Note: You agree to be charged a fee where it is established that Roadside Assistance could have been avoided in cases such as keys being locked in the Van, depleted batteries caused by accessories and lights having been left on and other such similar occurrences.

VIII. IMPOTENCE, NON-PERFORMANCE -- MY WESTFALIA DIED TODAY! YOU GOTTA WRENCH? – VAN REPAIRS

- i. Oops, the Van died on You. Sorry, We'll make it good as best We can. While We pride ourselves on premium, safe and quality Vans, on an extremely rare occurrence they may be ornery from time to time, or simply be stubborn and won't budge. They get cranky after being senior citizen Vans. Should a Van act up and not work for You, We will round up Our Calvary and attempt a "rescue Your operation" mission. We will initiate a Van replacement operation too if We have one ready and up to Our standards. We will do this if You are within 150 miles of Brunswick, Maine.
- ii. But, don't despair if You are out future, or We do not have a Van replacement. We'll make Our best effort to make it right by having You get the Van to a professional automotive repair shop. If the fix is not simple and obvious, You are asked to call Us and put Us in direct touch with the repair shop. The Van is unique and special in its mechanicals and few if any understand certain foreign "black boxes". We will attempt to walk them through a couple of test/fix operations. Hopefully this works in a timely manner.
- iii. We will reimburse You for expenses We approve via text, email or phone to get the Van into safe harbor at a repair shop. Or, We may arrangements to bill directly to Vintage Vans. If We can't determine with the shop repair technician what the problem/solution fix is, We will reimburse Your for any balance unused rental days remaining. The Van is Our responsibility once in this safe harbor.
- iv. And, if We can't solve the issue per the above steps, We will provide You with an additional credit of \$100 so You can determine if and how You want to continue Your adventure.
- v. Any individual repair up to \$150 needs no authorization from Vintage Vans if the above steps are taken. All that is necessary for full reimbursement to You from Vintage Vans is a proper receipt for the amount of the repairs. If any individual repair is more than \$150 then You must notify Vintage Vans and obtain Vintage Vans's consent before the repairs are carried out. Any repair work for which You take the Van must be performed by an authorized provider in accordance with Our instructions
- vi. If the Van cannot be driven as a result of a breakdown, Vintage Vans will only reimburse You for the time that the Van was not available for use. Subject to availability, Vintage Vans will provide a replacement Van. However, cost You incur in travelling to a Vintage Vans location is Your responsibility.
- vii. The failure of accessories such as air-conditioners, generators, hot water systems, awnings, rear vision cameras, televisions, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radio/cassettes/CD/DVD/video players are not considered a breakdown and no amount will be paid by Vintage Vans to You.
- viii. Vintage Vans is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Van or as a result of any accident.

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- ix. You will not hold Vintage Vans responsible for any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. You acknowledge that it can be difficult to carry out repairs during weekends and holiday periods and/or remotes areas due to limited opening times and/or spare parts.

IX. I CAN'T SEE & IT'S NOT ROUND ANYMORE! -- TIRES/WINDSHIELDS

Please contact via text, phone and/or email immediately if possible and We'll help get You through this unanticipated part of Your outdoor adventure. It's not a memory We wanted You to make.

Authorization must be obtained before tires or windshields can be replaced. You are responsible for replacing damaged tires (for example but not limited to, blowouts, punctures, sidewall damage, tire staking, large black fly attacks, bear or snake bites and raptor attacks, etc.) unless caused by normal wear or dagger hail. Maintain pressures as per the Van tire instruction on sidewall. Only purchase new steel radial tires of the same size and ply rating as is on the Van. If You purchase tires of a different size or ply Vintage Vans may not refund any money to You. You are responsible for replacing damaged windshields.

X. YOU BE BAD, OTHERS BE BAD? -- UNAUTHORIZED AND PROHIBITED USES

The following uses of the Van are prohibited and constitute breach of this Agreement.

- i. The Van shall not be used by the following persons:
- a. By anyone who is not an Authorized Driver and/or is using a golf club
 - b. By anyone who does not have a valid license for that class of Van
 - c. By anyone under the influence of drugs or alcohol in violation of law.
 - d. By anyone who has provided a false or fraudulent information to Us and We would not have rented the Van to You had We received true information
 - e. By anyone whose driver's license has been suspended 2 years immediately preceding the date of this Agreement
 - f. By anyone who has held driver's license for less than three years
 - g. By anyone under 25 years of age.
 - h. By anyone who uses the Van for any illegal purpose.
 - i. The Van must not be used
 - (i) Outside the geographic area shown in **Rental Van Agreement Part A.**
 - (ii) In breach of the Travel Restrictions found elsewhere in this Agreement - Section XIII.
 - (iii) For any commercial purpose, including carrying persons for hire, or to carry any inflammable, explosive or corrosive materials, or to transport property for hire.
 - (iv) To push or tow anything without Vintage Vans's prior written consent
 - (v) To carry a greater load (including, without limitation, all occupants, fluids and gear); more persons; or to use the Van for a purpose for which the Van is not designed and manufactured
 - (vi) In connection with speed test or contest, or driver training activity
 - (vii) In a dangerous or negligent manner.
 - (viii) Under circumstances that could be properly charged as a crime other than a minor traffic violation
 - (ix) To transport an animal (except service animals), unless authorized by Vintage Vans.
 - (x) In or through a structure, a bridge, car park, drive-through, an underpass or other object where there is insufficient clearance (width or height).
 - (xi) As We mentioned before, no Van swimming. In a body of water such as but not limited to river, large stream, lake, ocean, ponds. Vans, unlike VW Bugs do not float well.

XI. PLASTIC WORKS. SO DOES CASH! – RENTAL CHARGES, EXPENSES AND PAYMENTS

A. Rental and Deposit Fees

The Vans are vintage, classic, nostalgic and rare. Cash is vintage and nostalgic too but still accepted.

We rent weekly for \$1,750 USD. We require a \$500 registration deposit. Upon arrival, We credit the \$500 registration deposit towards the \$1,000 Security Deposit upon Your arrival and payment of the full weekly rental amount.

We accept Visa, MasterCard, Visa Debit, MasterCard Debit and cash. We reserve the right to accept and refuse any type of credit card at any time. You permit Us to charge or take reserve against Your credit card at the time of deposit, registration, the time of the rental up and/or time of return up to \$1,500 as a deposit ("Reservation Deposit"). We may use the Deposit to pay all amounts owed to Us under this Agreement.

B. Charges & Fees

You will pay Us at or before the conclusion of this rental or on demand all Charges, including: but not limited to:

- 1) a late return fee equal to 2 times the standard prorated daily rental charge for each 4 hours or part there of if You do not return the Van as agreed to in the Due-In Date and time.
- 2) Damage fees shall be fee-based including repairs, labor, time, materials and missed rentals
- 3) fuel, if You return the Van with less fuel than when rented a fee of \$25 + \$6/gal if not brought back with full tank

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- 4) time and mileage for the period You keep the Van, or a mileage charge based on Our experience if the odometer is tampered with
- 5) optional products and services You purchased
- 6) applicable taxes
- 7) towing, storage charges, forfeitures, court costs, penalties and all other costs We incur resulting from Your use of the Van during this rental
- 8) all costs, including pre- and post-judgment attorney fees, We incur collecting payment from You or otherwise enforcing or defending Our rights under this Agreement
- 9) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due
- 10) \$50, plus \$5/mile for every mile between the renting location and the place where the Van is returned, repossessed or abandoned, repossession
- 11) plus any additional recovery expenses We incur
- 12) one-way rental fee up to \$700 if You do not return the Van to the location where You picked it up
- 13) a reasonable fee not to exceed \$500 to clean the Van *If returned substantially less clean than when rented*
- 14) a fumigation fee of \$200 when occupants smoke inside Van
- 15) a reasonable fee not to exceed \$1500 for damage to the Van provisioned equipment, supplies and gear
- 16) all applicable taxes, surcharges, fees and other charges required under applicable law
- 17) all amounts are subject to final audit. If errors in computation of the charges are discovered after the close of this transaction, You authorize Us to correct the charges with Your payment card issuer. All amounts are in U.S. dollars, and You acknowledge that there may be variations in the amount debited to Your payment card due to exchange rate fluctuations.

C. Don't Change Your Mind Too Late -- Reservation & Cancellation Fees

There is no refund for late pick up or early return of the Van. All other cancellation fees are outlined below and in the Summary Rental Conditions.

- 1) In order to properly register Your reservation, a \$500 pre-registration deposit is required via credit card 45 days in advance of the rental start date
 - a. We gladly refund all reservation deposit amounts if You notify Us via email or snail mail at least 40 days prior to Your reservation date.
 - b. If We receive Your cancellation after 40 days and prior to 30 days, We refund all but \$100.
 - c. For cancellations received on or after 30 days, We retain the entire deposit
- 2) Prior to reservation effective authorization and approval, Vintage Vans must deal directly with Your insurance carrier to verify proper coverage, types of coverage and terms.
- 3) Payment balance (\$1175 plus \$500 security deposit) is due two weeks prior to Your arrival. We will send You an email approximately 15-20 days prior to Your rental pickup date reminding You to pay and authorize the amounts due which include the weekly rental amount and the damage deposit amount.
- 4) An additional \$500 is required at time of rental; leaving a \$1000 security deposit balance, refundable if all conditions are met and there are no damages

D. Legally Bad, No Way! -- Fines, Parking, Camping Fees

- 1) Okay, maybe You forgot that speeding, DOT Transpass fee, campsite fee, toll booth, parking or other fine. We I, You be bad, We not glad and We will have to collect the charges plus a fee. Bummer day for us.
 - a. Being a grownup and responsible person, You will be responsible for any and all legal penalties during Your time in Our van. These include traffic infractions, parking tickets, moving violations, towing bills due to improper parking, speeding, traffic infringements, road toll fines or unpaid camping fees/fines. That probably covers most, but if We missed one, it is included too.
 - b. Since We have to deal with this situation and spend energy and time taking care of matters, You agree to pay Us a hassle work off fee of \$75 per fine processing fee in addition to the actual amount of the fine imposed for the infraction and forgetfulness.

XII. IT'S NOT A SHELL GAME -- CHANGE OF VAN

Should the Van We booked for You be unavailable through unforeseen circumstances, Vintage Vans reserves the right to substitute an alternative Van without prior notification and at no extra cost. This change of Van shall not constitute a breach of contract and does not entitle You to a refund.

XIII. MY AGENT DID IT. -- CONDITIONAL UPON PAYMENT

Where applicable, You agree that this Agreement is conditional upon Vintage Vans being paid by the Travel Agent or Travel Wholesaler who may have arranged this Agreement on Your behalf. You agree that You will pay to Vintage Vans, upon demand, any shortfall based on standard gross rental rate for the rental period.

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XIV. YOU WANNA GO WHERE?? -- TRAVEL RESTRICTIONS

a) Maine & Geography

- (i) You need to know Your geography.
- (ii) Yes, Maine is in the US and no it is not part of Canada.
- (iii) And, We did just get indoor plumbing in Our home! Maine might be up to 50% indoor plumbing now.
- (iv) And, no We no longer have to trap for Our food or fish through the ice for sustenance. But a lot of us do for fun anyway.
- (v) And no, We don't smile when You ask how do You actually catch flies when You go fly fishing.
- (vi) And no, unlike the old vintage VW Bugs that can float for a while, Westy's sink so no river, lake, ocean or pond adventures please.

b) Vans:

- (i) Can only be driven on sealed/bitumen made roads or well-maintained access roads less than 550 yards long to recognized campgrounds.
- (ii) Cannot be driven to Canada, Nova Scotia, Newfoundland, Greenland and Iceland or beyond the New England states.
- (iii) New England states are limited to Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont except by special written authorization prior to or at rental agreement Van pickup.
- (iv) Cannot be driven in Remote Areas during the months of May to September inclusive. At all other times You may do so as long as written permission is obtained from Vintage Vans prior to travel.
- (v) Vans carrying propane gas are not permitted in certain and appropriately well-marked underground or underwater tunnels.
- (vi) Can be driven to The Burning Man Festival as long as written permission is obtained from Vintage Vans prior to travel. An additional surcharge of \$1,000,000 will apply!!
- (vii) If the Van is driven in a Remote Area (with or without Vintage Vans's permission), You will be responsible to pay any salvage, towing, impound or recovery costs to transport the Van to the nearest Vintage Vans designated location. No replacement Van will be provided under any circumstances.
- (viii) Vintage Vans reserves the right at its sole and absolute discretion to restrict Van movements in certain areas in addition to Remote Areas, for any reason whatsoever, including but not limited to adverse road or weather conditions as well as too many driving jerks migrating into the states during the summer.

XV. CHILD RESTRAINTS

You acknowledge and agree that Vintage Vans gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Van and that You accept entire responsibility as to the fitting and suitability of any such restraints fitted. You AGREE TO COMPLY WITH APPLICABLE CHILD RESTRAINTS LAWS.

XVI. SECURITY DEPOSIT

A Security of \$500 (the 'Security Deposit') will be collected at the time of van pick up. The reservation fee previously paid will be added to this amount for a total of \$1,000 Security Deposit. The Security Deposit will be debited to the credit card account immediately. An administration fee of \$30 applies. This Security Deposit balance is collected as well as the full weekly rental amount at time of pick up.

For security purposes, only a credit card can be used to provide the Security Deposit. The credit card holder must be present and able to sign for the Security Deposit upon pick-up of the Vehicle. The credit card holder is jointly and severally liable for any damage to the rental vehicle. The Security Deposit is fully refundable when the vehicle is returned to the correct location on time, is full of fuel and all other terms of the Rental Contract have been complied with. If there is damage to the vehicle on its return, the Security Deposit will be used to cover the cost of such damage. However, if the terms of the Rental Contract are breached and/or the Security Deposit is insufficient to cover the damage then any other extra cost will be charged to Your charge card and You will be fully responsible for such costs.

XVII. YOUR FULL RESPONSIBILITY

At all times you will be responsible for:

- Damage caused to the Vehicle in any way by part or total water submersion be it in fresh or salt water.
- Damage caused to the Vehicle in circumstances where terms of this Agreement have been breached.
- Damage caused to the Vehicle by Your willful conduct (e.g. sitting or standing on the hood or roof of the Vehicle).
- Damage caused whilst the Vehicle is being transported over water.
- Damage caused to the Vehicle when using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- Damage caused to or loss of any personal belongings.

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- Damage caused by negligence.
- Damage caused by snow chains.
- Damage caused by a single vehicle roll over.
- The recovery cost of the Vehicle if it is stuck in sand, snow, mud or similar type substances.
- Any costs associated with the replacement of lost, Damaged or stolen keys, or the cost of retrieving the Vehicle's keys if they have been locked inside the Vehicle.
- Any costs associated with using the wrong fuel type or using contaminated fuel.
- Any costs associated with water being put in the fuel tank. Any costs associated with fuel being put in the water tank.
- Any costs associated with the Vehicle running out of fuel.
- Any costs associated with losing the fuel, oil or water caps and items in the convenience kit.
- Any costs associated with
- Damage or accidents caused by falling asleep whilst driving.
- Damage caused to/by the awning, slide out, overhead or underbody of the vehicle.

XVIII. PRIVACY NOTICE

Apollo has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the applicable privacy laws. Apollo collects personal information to offer, provide, manage and administer its services and products. Apollo discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our customers. However, we limit the use and disclosure of any personal information provided by us to such third parties for the specific purpose for which it was supplied. Apollo will not release Your personal information to anyone other than to which we have already identified. If you would like a copy of our Privacy Policy, or You wish to seek access to or correct the personal information we collect or disclose a value, please contact Apollo.

XIX. AGREEMENT DISCLAIMER

Well, this is a mouth full of legal "Who's on First" (Abbot and Costello)! Still hanging in there? Good. If any provision or provisions or in any portion of any provision or provisions, herein is found by a court of law to be in violation of any applicable local state or federal ordinance, statute, law, administrative or juridical decision or public liability, and if such court should declare, such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of the Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights obligations and interest of You and US under the remainder of this Agreement shall continue in the full force and effect. In no way, nor in any event or contingency, shall the amounts contracted for, charged or received under this Agreement or otherwise exceed the maximum rate permitted by applicable law (the 'Maximum Rate'). If, from any possible construction of any document, such amounts would otherwise be payable in excess of the Maximum Rate, any such construction shall be subject to the provisions of this subsection and such document shall be automatically reduced to the Maximum Rate, without the necessity of execution of any amendment of new document.

Rental Vehicle Agreement Number: _____

Vehicle Registration Number: _____

- 1) I have read and understood the above provisions and agree to be bound by them.
- 2) I have been shown over the Vehicle and all features have been demonstrated to me.
- 3) I have checked over the Vehicle and am satisfied that the Vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.
- 4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.
- 5) Any damage to the Vehicle has been marked on the Vehicle Condition Report.
- 6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full.
- 7) I agree that I have checked the condition of the tires, including the spare, and I am satisfied that they are in a roadworthy condition.

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XX. OBLIGATORY SIGNOFFS, SIGNATURES – JOHNNY HANCOCK’S NEEDED

I/Authorized Driver, _____ and _____ on this _____ day of _____, 2015, hereby certify I have read and understand all and each term and conditions. Furthermore, my signature indicates my acceptance and agreement of all terms as well as agreeing to be bound by the Rental Agreement Terms and Conditions as detailed within this document.

I/ Authorized Driver certify I am at least 25 years old, have a valid USA or International Driver’s License and am fully insured and have at least three years of driving experience.

I/ Authorized Driver certify Our insurance carrier has been informed of this rental agreement and I/ Authorized Driver retained full commercial insurance carrier comprehensive including theft, collision and liability insurance for any of the van, automobile and equipment rentals supplied by MeCC Inc., Vintage Van Adventures.

I/ Authorized Driver further agree that any and all legal claims must be filed and remain within the jurisdiction of and in the State of Maine. I/ Authorized Driver agree should any section, part or item within this agreement be determine to be invalid by the laws as determined by a Maine court or Federal court located in Maine, the remainder of the agreement shall remain valid and enforceable with the full extent of the law.

Driver One

Print Name (1) _____

Signature _____

Date _____

Driver Two

Print Name (2) _____

Signature _____

Date _____

Vintage Van Adventures, MeCC Inc. Agent

Print Name (1)___Robert N. Muller_____

Signature _____

Date _____