

PART B: JUCY USA CAMPA TERMS AND CONDITIONS

Valid 1 April 2015 - 31 March 2016



1. DEFINITIONS

"Agreement" means all terms and conditions found in Parts A, B and C of this form, any addenda and any additional materials you sign or we provide at the time of rental.

"You" or **"your"** means the person identified as the renter in this Agreement, 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 business named elsewhere in this Agreement.

"Authorized Driver" 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 driver's license and is at least age 21. Only Authorized 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 and accessories, equipment, keys and vehicle documents.

The Vehicle may be equipped with an electronic locator device, which may use cellular telephone or radio signals to transmit data, and therefore your privacy cannot be guaranteed.

"CDW" means Collision Damage Waiver.

"Loss of Use" means the loss of your ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to 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 Vehicle is damaged until it is replaced or repaired, times 80% of the daily rental rate, which you and we agree represents a reasonable estimate of actual damages and not a penalty.

"Diminished Value" means the difference between the value of the Vehicle just prior to damage or loss and the value of the Vehicle after repair or replacement.

"Vehicle License and Registration Fee" means our estimate of the average per day vehicle portion of our total annual vehicle licensing titling, and registration costs that we are permitted to recover under applicable law.

2. RENTAL, INDEMNITY AND WARRANTIES

This is a contract for 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 of this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. 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 specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, any damage to, the Vehicle 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 approval. You must check and maintain all fluid levels.

4. RESPONSIBILITY FOR DAMAGE OR LOSS: REPORTING TO POLICE;

Regardless of fault you are responsible for all damage to or loss or theft of the Vehicle. You are responsible for the cost of repair whether or not we choose to repair it. Loss of Use, Diminished Value, and our administrative expenses incurred processing a claim, unless limited by applicable law.

Special notice for rentals commencing in California: Except for ordinary wear, you are responsible for:

- Physical and mechanical damage to the Vehicle resulting from collision up to the fair market value or the Vehicle as determined in the customary market for the sale of the Vehicle, regardless of the cause of the damage;
- Loss due to theft of the Vehicle up to its fair market value, provided that, you failed to exercise ordinary care while in possession of the Vehicle;
- Physical damage to the Vehicle up to its fair market value, as determined in the customary market for the sale of the Vehicle, resulting from vandalism occurring after, or in connection with, theft of the Vehicle, provided that, You have responsibility for theft of the Vehicle;
- Physical damage to the vehicle up to a total of \$500 resulting from vandalism unrelated to a theft of the Vehicle;
- Actual charges for towing, storage and impound fees paid by us if you are liable for damage; and
- An administrative charge that includes the cost of appraisal and all other costs and expenses incident to the damage, loss, repair or replacement of the Vehicle. 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 you discover them.

Special notice for rentals commencing in Nevada: In accord with Nevada Revised Statutes § 482.31535 you are responsible for theft of the Vehicle and damage to it whether or not you are at fault. You are also responsible for Loss of Use, and our administrative expenses incurred processing a claim according to Nevada Revised Statutes §§ 482.31535 and 482.3154. Your responsibility for damage to the Vehicle may be covered by insurance you provide.

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. RESPONSIBILITY FOR TOLLS AND PARKING VIOLATIONS

You are responsible for paying the charging authorities directly for all parking citations, tolls, fines for toll evasion, and other fines, fees and penalties ("Citations") assessed against us or the Vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Citation, you will pay us a processing fee of up to \$50 for each such notification. If we pay any one of the Citations, you authorize us to charge all such payments and all processing fees to the credit/debit card you used to pay for this rental.

6. PROHIBITED USES

The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used:

- If you provide false or fraudulent information to us and we would not have rented the Vehicle to you had we received true information;
- In connection with your intentional, willful, wanton, or reckless conduct;
- By anyone under the influence of drugs or alcohol in violation of applicable state law;
- To tow or push anything;
- Operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road of driving conditions;
- Use of the Vehicle for commercial hire;
- Use of the Vehicle in connection with conduct that could be properly charged as a felony;
- A speed test or contest, or driver training activity
- Operation by a person other than an Authorized Driver
- Operation outside the United States or Canada
- Operation within the geographic areas described elsewhere in this Agreement; or
- In or through a structure of an underpass or other object where there is insufficient clearance (width or height)

7. COLLISION DAMAGE WAIVER

If you purchase CDW, we waive your responsibility for damage to or loss of the Vehicle. CDW does not apply to loss or damage to optional and additional items that we rent to you, such as awnings, portable devices we rent to you for use in the Vehicle such as navigation aids and child safety seats. If you use the Vehicle for a prohibited use described in Paragraphs 6(a) - (l), your CDW will be void, and we will not waive your responsibility for damage to or loss of the Vehicle.

8. INSURANCE

You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where State law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy" that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. Coverage is void if you violate the terms of this Agreement or if you 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.

9. CHARGES

Prior to collection of the Vehicle, you must pay us in full the fees, excess/bond and any other amounts specified in the Rental Agreement and present a credit card in the your name that is acceptable to us for payment of such amounts. Subject to the Terms and Conditions of this Agreement, you agree to pay any additional fees and costs that are incurred by you or are payable by us in connection with the hire of the Vehicle by you, including parking charges and fines, toll road charges and fines, camping charges and fines, speeding and other traffic offence fines, late/early collection/return fees, relocation fees and cleaning fees, including the charges and fees listed elsewhere in this Agreement and;

- Time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with;
- Optional products and services you purchased;
- Fuel, if you return the Vehicle with less fuel than when rented;
- Applicable taxes;

e) Towing, storage, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental;

f) 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;

g) A 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due;

h) A fee equal to the greater of;

(i) \$700 and;

(ii) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned (unless you confirmed a "one-way rental" in advanced and do not return it to the location where you picked-up), repossessed or abandoned, plus an additional recovery expenses we incur and;

(iii) A reasonable fee not to exceed \$500 to clean the Vehicle if returned substantially less clean than when rented. 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 you're your payment card issuer.

10. 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, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

11. MODIFICATIONS

No terms of this Agreement can be waived or modified except by 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 void.

12. 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. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach 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.

1ST RENTERS SIGNATURE:

DATE: _____

2ND RENTERS SIGNATURE:

DATE: _____



PART C: RENTAL POLICIES

Valid 1 April 2015 - 31 March 2016



1. SUMMARY OF RENTAL CONDITIONS:

This document contains a brief summary of the rental conditions for JUCY Inc. The full details of the JUCY rental agreement will do apply. All rates quoted are in US dollars.

2. RENTAL EXTENSION:

If the renter wishes to extend the rental whilst on rental, they must obtain authorization from JUCY. Rental extension is subject to fleet availability. The extra cost (Gross Rate) of an extended rental must be paid by credit card via telephone or at a JUCY Rental Office Branch immediately upon confirmation of the rental extension. All extensions are treated as a "booking amendment" and the booking amendment conditions will apply. Rental Charges: Rental Charges are calculated on a 'per night' basis.

3. ONE WAY RENTALS:

One way rentals are available between all JUCY Rental Offices subject to a 5 night minimum rental period. The following one way fee will apply if confirmed in advance: \$175. All one-way rentals require prior approval. Change of drop-off location without authorization from JUCY will be subject to the one-way fee of up to \$700

4. JUCY RENTAL OFFICES AND OFFICE HOURS:

JUCY Rental Offices are open Monday to Friday from 9.00am to 4.30pm (latest drop off time is 3.00pm, earliest collection time is 9.00am), and Saturday from 9.00am to 12.00pm (latest drop off time is 11.00am; earliest collection time is 9.00am). Rental Office will be closed Sundays and on the following public holidays: Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day

5. VEHICLE COLLECTION AND RETURN:

- Vehicles can be collected Monday to Friday between 1.00pm and 3.00pm. An "early departure fee" of \$55.00 (€30 between 01 November - 31 March) will apply if the desired collection is between 9.00am - 1.00 pm; - Vehicles can be returned Monday to Friday between 9.00am and 11.00am. A "late return" fee of \$55.00 (€30 between 01 November - 31 March) will apply if the desired return time is between 12.00pm - 4.00pm; Vehicles can be picked up and returned Saturday between 9.00am and 11.00am. A "late Return Fee" of \$55 (€30 during 01 November - 31 March) will apply if the desired returned time is between 12pm and 4pm. Vehicles can be returned Sunday at any time and an extra nights' hire will be charged for the day.

6. MILEAGE:

Unlimited mile packages, 500 mile packages and 100 miles per night packages are available at extra cost. All mileage packages must be prepaid before departure. There is no refund for any unused miles. Excess miles are charged at \$0.25 per mile upon return of vehicle.

7. TRANSFERS:

Vehicles must be collected and returned to our rental office (no airport returns are permitted). Failure to return to a JUCY rental office may result in a relocation fee being charge or up to \$700.00. Transfers to and from the JUCY rental office are not included in the rental price. It is the renter's responsibility to get to and from the rental office.

8. PAYMENT AT RENTAL OFFICES:

For security reasons, JUCY will only allow accepted credit or debit cards for rental charges, paid on vehicle pick up or drop off. Cash payments will not be accepted at rental offices. The Bond will be authorized against your credit card upon collection of the vehicle, there is no exception to this condition.

9. ADMINISTRATION FEES / TAXES:

A charge of 10% of the total cost will be levied to cover administration fees, government fees, duties and other associated costs.

10. EXCHANGE RATE / CURRENCY VARIATIONS:

All credit card transactions are conducted in US Dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. JUCY do not accept any liability for variances up or down. Refunds by credit card can take up to 15 working days depending on the renter's Financial Institution.

11. DRIVER'S LICENSE AND MINIMUM AGE:

A current and full motor vehicle driver's license is required. If the driver's license is not in the English language then an international driver's license is also required. An accredited English translation will be accepted in lieu of an international driving permit. The driver's license must have been held for at least one year and be valid for the whole length of the rental. The original driver's license must be shown at time of pick-up when the driver is present. Drivers must be 21 years of age or over.

12. VEHICLE CONSULTATION:

On pick up of the vehicle our staff will provide a complimentary vehicle consultation. This includes an explanation of all the interior and exterior features of the vehicle as well as driving tips.

13. TRAVEL RESTRICTIONS:

JUCY reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the rental period. Underground parking, parking garages, drive-thrus: To prevent overhead damage. JUCY vehicles are not allowed in any parking structures or drive thrus. Death Valley and other desert areas: Vehicles are not allowed to operate in Death Valley and other desert areas during 15 May to 15 September due to extremely high temperatures which can cause system failures. At other times clients visit these areas at their own risk and are thus responsible for all recovery and other charges. During certain periods these areas are not habitable and could pose a danger to the driver and passengers. Mexico, Alaska, Yukon and Northwest Territories & Newfoundland is strictly prohibited. Burning Man Festival: Travel to the Burning Man Festival will incur a \$700.00 fee. Additional cleaning fees will be applied upon return of the vehicle if there is any sign of desert dust. (Cleaning fee: \$500) Travel to Burning Man Festival without prior consent from JUCY, may incur additional fees.

14. CHANGE OF DROP-OFF DESTINATION:

If the renter wishes to change the drop off destination after the rental has commenced, they first must obtain authorization from the JUCY Reservations. Subject to the change being approved, an additional charge of \$700 may apply.

15. REPAIRS:

Repairs up to \$75 may be affected without authorization and will be reimbursed unless the damage is caused by the renter. For amounts over \$75, JUCY will need to be informed in advance. All vehicles are

covered for 24hr emergency roadside assistance.

16. INFRINGEMENTS AND ADMINISTRATION FEES:

The renter is responsible for paying the charging authorities directly for all parking citations, tolls, fines for toll evasion, and other fees, fines and penalties assessed against the renter, JUCY, or the Vehicle during this rental. Such charges are referred to in this Agreement as "Citations." If JUCY is notified that JUCY may be responsible for payment of a Citation, the renter will pay JUCY for all amounts JUCY pays on the renters behalf, and, in addition, pay JUCY a processing fee of up to \$50 for each such notice.

17. VEHICLE CATEGORY:

Vehicles cannot be requested by make or model, only by vehicle category.

18. LIMIT OF LIABILITY:

In the event of no alternative vehicle being available to the renter JUCY's liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by the renter) the remainder of the hire period.

19. IMPORTANT:

JUCY reserve the right to refuse any rental at our discretion.

20. ADDITIONAL HIRE COSTS:

GPS - (Satellite Navigation Unit)

The renter is liable for misplacing or damaging the GPS unit, mount, charger and carry case to a maximum charge of \$300.00. JUCY is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of the GPS unit. The renter agrees to follow all safety and usage guidelines provided by the GPS manufacture and/or JUCY.

Mobile Wi-Fi Unit

The renter is liable for misplacing or damaging the Wi-Fi unit, mount, charger and carry case to a maximum charge of \$375.00. JUCY is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of the Wi-Fi unit. The renter agrees to follow all safety and usage guidelines provided by the Wi-Fi manufacture and/or JUCY.

21. ANIMALS:

Service dogs are permitted to travel in JUCY's vehicles with prior permission from JUCY. No other animals are permitted in JUCY vehicles.

22. SMOKING:

Smoking is not permitted in JUCY vehicles. A \$500 cleaning fee will apply and be charged to the renters credit card upon return of the vehicle if smoke smell is present.

23. CANCELLATION FEES:

A 20% non-refundable deposit is required at time of booking. In case of a cancellation, the 20% non-refundable deposit converts into the cancellation fee. Please note: If you have booked through a travel agent, their cancellation terms will apply in addition. Full payment is required 30 days prior to date of travel. If cancelled on the day of pick-up or no show - 100% of the rental cost will apply. No refunds can be given for early returns.

24. TRAVEL INSURANCE:

JUCY strongly recommends the renter purchases a comprehensive travel insurance policy prior to travel in the USA through a reputable provider.

25. STANDARD LIABILITY:

JUCY's rental charge includes:

- Basic liability insurance as required by US law with each rental.

- Standard Insurance for damage on the JUCY vehicle. The Excess / Deductible is \$1500 per incident.

A Bond of \$1,500 will be authorized against your credit card at the time of collection of your vehicle.

Additional insurance options:

SLI (Supplementary Liability Insurance) is available at additional cost of \$10 per night - this will cover the renter for up to US\$1,000,000,00 in potential liability claims)

CDW (Collision damage Waiver) with \$0 Excess/Deductible on the JUCY vehicle is available at \$10 per night. CDW includes: - Cover for accidental damages;

- Windscreen (1 windscreen covered per rental); - Protection against theft and vandalism; - Tire damage (2

tires covered per rental)

A Bond of \$500 will be authorized against your credit card at the time of collection of your vehicle.

26. BOND:

The bond amount is determined by the Insurance option chosen by the renter. The bond will be \$500.00 or \$1500.00 (based on the additional insurance purchased) but not both, as out lined in the standard liability and additional insurance option section. The Bond will be authorized (not charged) against the credit card upon collection of the vehicle. The Bond will automatically be released back onto your credit card within 5 - 10 working days (from the day you collect your collect). The number of days until the amount is released will depend on your Bank's Conditions.

If there is damage to the vehicle on its return, the Bond will be used to cover the cost of such damage up to the amount of the relevant Liability. However, if the terms of the Rental Agreement & Terms and Conditions/Policies are breached and the Bond is insufficient to cover the damage, then any extra cost will be charged.

27. FULL RESPONSIBILITY:

At all times the renter is responsible for: • Damage caused where the terms of Rental Agreement have been breached; • Damage caused by negligence; • Damage caused to the Vehicle in any way by part or total water submersion or salt water; • Damage caused due to a single vehicle roll over; • Damage caused to the Vehicle by the renter's willful conduct • Damage caused to the Vehicle when using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic; • Damage or loss caused to any personal belongings; • Damage caused due to use of incorrect or contaminated fuel; • Damage to roof vent, overhead or underbody of the Vehicle.

Rates/Terms/Conditions: Are correct at time of print and are subject to change without notice.