



**Apollo Motorhome Holidays LLC**  
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**Rental Vehicle Agreement Part B**  
 Effective 01 April 2019 / Terms & Conditions  
 For travel between 01 April 2019 to 31 March 2020

**1. Welcome**

Thank you for choosing Apollo Motorhome Holidays LLC ("Apollo") for your vehicle rental requirements. We are very proud of our product and our reputation. We have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist in your holiday being a wonderful experience, it is important for you to carefully read and understand the following information.

**2. Definitions**

"**Agreement**" means all terms and conditions found in Parts A and B 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 Apollo. "**Authorized Driver**" means (a) the renter; (b) the renter's spouse, (c) the renter's employer, employee or co-worker if engaged in business activity with the renter while using the Vehicle, (d) and any additional driver listed by us on this Agreement. Only Authorized Drivers are permitted to operate the Vehicle. Each Authorized Driver must be at least age 21 and possess a valid driver's license. "**Vehicle**" means the recreational vehicle, motor home, truck camper or other motorized vehicle identified in this Agreement and any vehicle We substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. The Vehicle is equipped with a tracking device that uses technology to enable Apollo and our financial partners to better manage and protect the Vehicles. Please note that they are able to monitor the location, mileage, speed, and trip history of Vehicles. "**Loss of Use**" means the loss of our ability to use the Vehicle for our purposes due to Vehicle 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 Vehicle 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 vehicles in our fleet to rent, or the Vehicle would have been used but for the damage. "**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 as calculated by a third-party estimate obtained by us or on our behalf. "**Vehicle License Cost Recovery Fee**" means our estimate of the average per day per Vehicle portion of our total annual vehicle licensing, titling, and registration costs that We are permitted to recover under applicable law. "**Remote Areas**" means geographic areas that are unsafe to travel without taking some important precautions such as determining road and weather conditions. Remote Areas include, without limitation, Death Valley or any area described on a map as a desert. Vehicles may not be driven in Remote Areas without the prior written consent on Apollo, which consent may be withheld in Apollo's sole discretion. "**Gross Rental Rate**" means the net rate including the applicable commission.

**3. Rental, Indemnity and Warranties**

This is a contract for rental of the Vehicle. This Agreement shall be read and construed in its entirety and shall constitute the entire agreement between Apollo 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 California 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 Los Angeles, California. You agree to indemnify, defend and hold harmless Apollo. Its officers, directors, members, stockholders, managers, employees and agents from and against any 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 Vehicle, 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 Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. IN NO EVENT SHALL APOLLO, 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.

**4. Vehicle Condition and Return**

a) You acknowledge the Vehicle was delivered to You by Apollo in good operating condition and with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (except ordinary wear and tear) to the location specified in Rental Vehicle Agreement Part A (the "Return Location") and on the date and time specified in Rental Vehicle Agreement Part A (the "Return Date" and "Return Time")

or earlier if demanded by Apollo.

b) You acknowledge that the Vehicle is sole property of Apollo.  
 c) You acknowledge that the only existing damage to the Vehicle at the commencement of this Agreement is detailed on the **Vehicle Condition Report**. You are responsible for all damage that is not noted on the **Vehicle Condition Report, regardless of fault**.  
 d) We may repossess the Vehicle at Your expense without notice to You, if the Vehicle is abandoned or used in violation of law or this Agreement and We, our employees or agents may enter on any property where the Vehicle is situated. You will indemnify Apollo, its employees and agents from claims by any person resulting from such entry and retaking of the Vehicle.

e) 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.  
 f) If You fail to return the Vehicle to the Return Location specified in **Rental Vehicle Agreement Part A**. You will be responsible for all costs associated with transporting or towing the Vehicle to the Return Location unless otherwise agreed by Apollo in writing.

g) If the Vehicle 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.

h) To extend the rental period, You must have received our approval before the dates specified in **Rental Vehicle Agreement Part A** (the Return Date). Rental extension is subject to availability. The extra cost of an extended rental must be immediately on 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.

**5. Vehicle Maintenance Every 300 Miles**

The oil, fluids and coolant levels must be checked by You every 300 miles. 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 Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle 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.

**6. Mechanical Breakdowns**

Any mechanical problems associated with the Vehicle must be reported to Apollo Fleet Maintenance as soon as possible in order to give Apollo the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to Apollo. If Apollo is either not contacted or You do not allow Apollo 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 Apollo is not responsible for any claims made by You after the return of the Vehicle.

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 Vehicle, depleted batteries caused by lights having been left on and other such similar occurrences.

**7. Repairs**

All repairs require authorization from Apollo. For any individual repair up to \$100 all that is necessary for full reimbursement to You from Apollo is a proper receipt for the amount of the repairs. Any repair work for which You take the Vehicle must be performed by an authorized provider in accordance with the manufacturer's warranty. If the Vehicle cannot be driven as a result of a breakdown, not accident related, Apollo will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, Apollo may provide a replacement Vehicle at their discretion. However, costs you incur in travelling to an Apollo location is Your responsibility. You acknowledge that it can be difficult to carry out repairs during typical non-business hours, weekends and holiday periods and/or Remotes Areas due to limited opening times and/or spare parts. The failure of accessories such as air-conditioners, awnings, rear vision cameras, televisions, 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 Apollo to You. Apollo is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident. You will not hold Apollo responsible for any insect infestation such as and not limited to ants, flies, rodents, cockroaches, fleas, bedbugs and mosquitoes.

**8. Tires/Windshields**

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, etc.). Maintain pressures as per the Vehicle instruction manual. Only purchase new steel radial tires of the same size and ply rating



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as is on the Vehicle. If You purchase tires of a different size or ply Apollo will give no refund. You are responsible for replacing damaged windshields. Financial responsibility for both windshield and tires will be determined based on other coverage purchased.

#### 9. Unauthorized and Prohibited Uses

The following uses of the Vehicle are prohibited and constitute breaches of this Agreement.

- a) The Vehicle shall not be used by the following persons:
  - i. By anyone who is not an Authorized Driver.
  - ii. By anyone who does not have a valid license for that class of Vehicle.
  - iii. By anyone under the influence of drugs or alcohol or otherwise impaired in violation of law.
  - iv. By anyone who has provided false or fraudulent information to us and We would not have rented the Vehicle to You had We received true information.
  - v. By anyone whose driver's license has been suspended 2 years immediately preceding the date of this Agreement.
  - vi. By anyone who has held driver's license for less than two years.
  - vii. By anyone under 21 years of age
  - viii. By anyone who uses the Vehicle for any illegal purpose.
- b) The Vehicle must not be used:
  - i. Outside the geographic area shown in [Rental Vehicle Agreement Part A](#).
  - ii. In breach of the travel restrictions set forth in section 15.
  - 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 Apollo's prior written consent.
  - v. To carry a greater load (including, without limitation, all occupants, fluids and gear); more persons; or for a purpose for which the Vehicle is not designed and manufactured.
  - vi. In connection with speed test or contest, or driver training activity. In a dangerous or negligent manner.
  - vii. Under circumstances that could be properly charged as a crime.
  - viii. To transport an animal (except service animals), unless authorized by Apollo.
  - ix. In or through a structure, a bridge, car park, drive-through, an underpass or other object where there is insufficient clearance (width or height).

#### 10. Charges

We accept American Express, Visa, MasterCard, Visa Debit, MasterCard Debit and Diners Club. We reserve the right to discontinue acceptance of any type of credit card at any time. You permit us to charge or take reserve against Your credit card at the time of the rental up to \$1,000 as a deposit ("Deposit"). We may use the Deposit to pay all amounts owed to us under this Agreement. The Deposit may be held for a minimum of 60 days when an accident or damages have occurred during the rental. You will pay us at or before the conclusion of this rental on demand all charges, including: but not limited to (a) time and mileage for the period You keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with; (b) optional products and services You purchased; (c) fuel, if You return the Vehicle with less fuel than when rented; (d) applicable taxes; (e) towing, storage charges, 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) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, reposed or abandoned, plus any additional recovery expenses We incur; (i) one-way rental fee minimum of \$700 if You do not return the Vehicle to the Return location; (j) a late return fee equal to 2 times the standard rental charge (minimum charge of \$300 per night) if You do not return the Vehicle by the Due-In Date; (k) a reasonable fee not to exceed \$500 to clean the Vehicle if returned substantially less clean than when rented; (l) a reasonable fee not to exceed \$300 per tank when the grey or black water tanks of the Vehicle are returned not empty; (m) all applicable taxes, surcharges, fees and other charges required under applicable law; and (n) subject to applicable law, any and all accident related charges. 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.

#### 11. Cancellation Fees

There is no refund for late pick up or early return of the Vehicle.

All other cancellation fees are outlined in the Terms and Conditions for Motorhome Rentals and Terms and Conditions for Relocations. Both documents are on the Apollo website, <https://www.apollorv.com>.

#### 12. Change of Vehicle

Should the Vehicle booked be unavailable at time of pick up, Apollo reserves the right to substitute an alternative Vehicle without prior notification and at no extra cost. This change

of Vehicle shall not constitute a breach of contract and does not entitle You to a refund unless Your Vehicle is unavailable and You are forced to take a downgrade. The amount of the eligible refund will be limited to the difference in nightly rates between your booked vehicle type and the substituted vehicle.

#### 13. Voluntary Downgrade

Should You decide to take a lower grade model than booked You will not be entitled to a refund.

#### 14. Conditional Upon Payment

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

#### 15. Travel Restrictions

- a) Vehicles
  - 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 Mexico, Alaska highway north of Fort St. John, BC,, Denali Highway in Alaska, McCarty Road between Chitina and McCarthy, Alaska, Cassiar Highway (#37) north of Kitiwanga, BC, Highway 35 north of Peace River, AB, Quebec and Labrador north and east of Sept-Iles, Baie James Road, QC, Northwest Territories, Yukon, Nunavut and Newfoundland;
  - iii. cannot be driven in Remote Areas (including Death Valley) during the May 15th to September 15th period. At all other times You may do so as long as written permission is obtained from Apollo prior to travel;
  - iv. Campervans and Class "A" or Class "C" motorhomes cannot be driven to Manhattan due to parking and vehicle height restrictions. Vehicles carrying propane gas are not permitted in Manhattan or to travel in underground or underwater tunnels;
  - v. can be driven to festivals such as Burning Man and EDC as long as written permission is obtained from Apollo prior to travel. An additional surcharge of \$1500 will apply for Apollo rentals and \$2000 for StarRV rentals. Guests who do not inform Apollo in advance of pick-up will be required to pay the Festival Surcharge at drop-off.
  - vi. Without prior permission to drive in restricted areas there is no insurance coverage, the guest is responsible for all damages and expenses and is subject to a \$1500 charge.
- b) If the Vehicle is driven in a Remote Area (with or without Apollo's permission), You will be responsible to pay any salvage, towing, impound or recovery costs to transport the Vehicle to the nearest Apollo branch. No replacement Vehicle will be provided under any circumstances.
- c) Apollo reserves the right at its sole and absolute discretion to restrict vehicle movements in certain areas in addition to Remote Areas, for any reason whatsoever, including but not limited to adverse road or weather conditions.

#### 16. Child Restraints

You acknowledge and agree that Apollo gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and that You accept entire responsibility as to the fitting and suitability of any such restraints fitted. YOU AGREE TO COMPLY WITH APPLICABLE CHILD RESTRAINT LAWS. All occupants of the Vehicle are required to wear a safety belt at all times while the Vehicle is in motion. See the State notices below regarding child safety seats:

NEVADA LAW REQUIRES ANY DRIVER OF A PASSENGER CAR AND ANY PASSENGER 5 YEARS OF AGE OR OLDER WHO RIDES IN THE FRONT OR BACK SEAT OF A PASSENGER CAR TO WEAR A SAFETY BELT IF ONE IS AVAILABLE FOR THAT SEATING POSITION.

CALIFORNIA LAW REQUIRES ALL CHILDREN UNDER 8 YEARS OF AGE TO BE TRANSPORTED IN THE REAR SEAT OF THE VEHICLE IN A CHILD RESTRAINT SYSTEM. THIS AGENCY IS REQUIRED TO PROVIDE FOR RENTAL OF A CHILD RESTRAINT SYSTEM IF YOU DO NOT HAVE A CHILD RESTRAINT SYSTEM YOURSELF.

NEW YORK STATE LAW REQUIRES ALL CHILDREN UNDER THE AGE OF EIGHT TO BE RESTRAINED IN A FEDERALLY APPROVED CHILD RESTRAINT SYSTEM.

#### 17. Accidents

In the event of an accident You must:

- a) Record the Time/Date/Location.
- b) Record the other parties' full names, addresses, vehicle registrations, vehicle makes and models, as well as any property damage in circumstances where the accident did not involve another motor vehicle.
- c) Record the name of their insurance company.
- d) Not admit liability.
- e) Notify the nearest police station within 24 hours of the accident.
- f) Fully complete and sign the Collision Damage Report Form (provided to you at pick-up) and retain a copy of the Collision Damage Report form.
- g) Notify Apollo within 24 hours of the accident and call or email through a Collision



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**Damage Report form.**

h) Obtain a copy of the police report and provide a copy to Apollo as soon as reasonably practicable, but in any event within five (5) days.

**Replacement vehicle:**

- a) Availability of a replacement Vehicle is not guaranteed; provision is subject to availability, Your location, accident liability and remaining hire duration. Additional charges may be incurred.
- b) If replacement Vehicle is required as a result of an accident, You are responsible for making Your own way to the nearest Apollo Branch or pick-up location at Your own cost.
- c) Apollo may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location.
- d) You will pay for any and all costs relating to delivery of a replacement Vehicle as a result of any Vehicle accident. This charge applies irrespective of any liability reduction option taken.
- e) An additional Security Deposit will be required and a new contract will be signed.

**18. General Provisions**

- a) Within 24 hours of an accident or loss involving the Vehicle You must notify Apollo.
- b) Immediately upon receipt, You must provide Apollo with every summons, complaint or paper in relation to any accident or loss involving the Vehicle. Compliance with this sub-paragraph does not excuse You from reporting any accident or loss of the Vehicle to police.
- c) You irrevocably release and hold harmless Apollo, its employees and agents, from all claims for loss or damage to Your personal property, or that of any other persons' property left in the Vehicle, or which is received, handled or stored by Apollo at any time before, during or after the rental period, whether due to Apollo's negligence or otherwise.
- d) You or passengers in the Vehicle shall not be deemed to be the agent, servant or employee of Apollo in any manner for any purpose whatsoever.
- e) No right of Apollo under this Agreement can be waived except by writing of an authorized officer of Apollo.
- f) You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien or security interest on the Vehicle.
- g) Apollo will not deal directly with Your insurance company, it is Your responsibility to file a claim with them.
- h) You acknowledge that Apollo requires information that appears on Your driver's license as well as telephone contact numbers and email addresses to complete this Agreement. You also acknowledge that Apollo will take reasonable care to protect this information, however in the event of its misuse You will not hold Apollo or its servants liable for any resulting loss or losses. All information provided to Apollo by You shall be true, correct and complete in all respects. You must present Your driver's license to Apollo in person at the Apollo office when picking up the Vehicle.

**19. Returns**

Apollo's rental offices are generally open Monday through Saturday, but times do vary throughout the year. Refer to the website for a list of operating hours. The Vehicle must be returned at the Return Date and Time and at the Return Location. If You wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from the Apollo Head Office. Subject to the change of drop off location being approved, an additional minimum charge of \$700 will apply. If the Vehicle is returned at a different location without permission, the cost of transferring the Vehicle to the Return Location will be charged to You, plus a minimum fee of \$700. You will be responsible for the rental of the Vehicle until the Vehicle is recovered and transferred to the Return Location. You will also be responsible for any Loss of Use ('demurrage') in respect of the Vehicle. If You return the Vehicle on the Return Date later than the Return Time on **Rental Vehicle Agreement Part A** without permission, You will be charged a late return fee of \$300. Early return of the Vehicle does not entitle You to a refund. Apollo recommends that You take out Your own personal travel insurance.

**20. Natural Disasters and Weather Conditions**

Apollo does not accept any responsibility for road closures caused by hurricanes, tornados, flash floods and other acts of God. While every effort is made to accommodate delays and non-Vehicle returns to contractual locations any costs over and above the minimum \$700 fee, such as Relocation and Re-scheduling fees will be passed on to You. Apollo recommends that You take out Your own travel insurance.

**21. Mileage Allowance**

The "Mileage Allowance Per Night" and "Charge Per Excess Mile Fee" is indicated on **Rental Vehicle Agreement Part A**. The applicable Excess Mileage Fee is payable by You to Apollo on return of the Vehicle.

**22. Insurance**

a) For motorized Vehicles: 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, We provide auto liability insurance (the "Policy") that is excess to all 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 vehicular financial responsibility laws of the State

whose laws apply to the loss. You and We reject PIP (personal insurance protection), medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law to provide coverage under a certificate or self-insurance in lieu of or in combination with an insurance policy.

b) For non-motorized vehicles: Apollo provides no liability coverage for non-motorized vehicles when rented by You and /or towed by Your vehicle whether owned by You or in Your possession. All liability coverage and responsibilities rest with You, and You agree to provide liability insurance policy that covers Your towing vehicle. By signing this Agreement, You acknowledge Your understanding of Your obligations to provide liability coverage and other protection when operating, using, or in possession of a non-motorized vehicle, including trailers and bicycles.

NOTICE: You acknowledge to: assess the liability coverage referred to herein, seek professional guidance regarding adequacy of coverage and to secure additional coverage if You in Your sole discretion additional coverage; and to provide Your insurance company's name and policy number to us on request.

**For rentals commencing in Florida:** The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

**23. Supplemental Liability Insurance (SLI)**

By initialing here, You agree to purchase SLI, the terms of which are summarized in a separate brochure that You acknowledge receiving. This policy does not cover all risks. There is no first party uninsured motorist coverage. Coverage is not extended to persons driving under the influence of alcohol or prescribed drugs or to unauthorized drivers of the Vehicle. There are other exclusions. Please read the brochure carefully. Cost per night is outlined on **Rental Vehicle Agreement Part A**.

By initialing here, You decline to purchase SLI. You agree to be primarily responsible for all damage or injury You cause to others or their property.

NOTE: Our liability insurance does not cover injuries to passengers in the Vehicle.

**24. Responsibility for Loss of or Damage to Vehicle**

Regardless of fault, You are responsible for all damage to or loss of theft of the Vehicle during Your rental period resulting from any cause, including, without limitation, damage caused by collisions, weather, vandalism, road conditions and acts of nature. Subject to the law in the jurisdiction where the Vehicle was rented, Your responsibility will include:

- a) all physical damage to the Vehicle measured as follows:
  - i. if We determine that the Vehicle is a total loss the fair market value of the Vehicle less salvage;
  - ii. if We determine that the Vehicle is repairable:
    - a. the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or
    - b. the reasonable estimated retail value or actual cost of repair plus Diminished Value. Repairs will be conducted at market rates per labor hour and parts will be supplied by Apollo. Sublet and/or third party repairs are subject to the respective prevailing rates charge by the service provider.
- b) Loss of Use, which shall be measured by multiplying Your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which You agree represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs. Loss of Use shall be payable regardless of whether We had other vehicles in our fleet to rent, the Vehicle would have been used but for the damage, or We suffered lost profits as a result of the damage;
- c) towing, storage and impound charges and other reasonable incidental and consequential damages; and
- d) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees and costs whether or not litigation is commenced. If You do not breach this Agreement Your responsibility for loss of or damage to the Vehicle from any cause regardless of fault to a maximum of \$1,000 per occurrence, excluding the items/circumstances in clause 29. Your responsibility applies in respect of each claim, not per rental.

A second Security Deposit will be required to continue the rental - if You damage the Vehicle before the scheduled Return Date. If the Vehicle is repairable and the rental will continue, all damages must be paid at the time the accident/incident is reported to Apollo, not at the completion of the rental period.

**Special notice for rentals commencing in California:** Except for ordinary wear, You are responsible for: (a) physical and mechanical damage to the Vehicle resulting from collision up to the fair market value of the Vehicle as determined in the customary market for the sale of the Vehicle, regardless of the cause of the damage; (b) loss due to theft of the Vehicle up to its fair market value, provided that You failed to exercise ordinary care while



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in possession of the Vehicle; (c) 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; (d) physical damage to the Vehicle up to a total of \$500 resulting from vandalism unrelated to a theft of the Vehicle; (e) actual charges for towing, storage and impound fees paid by Us if You are liable for damage or loss; and, (f) 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 as 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 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.

#### 25. Protection Package

##### Public Liability Insurance:

The public liability insurance coverage is included in the daily rental rate. Apollo is insured for damages to third parties and/or their property up to a limit of US\$1 million. The public liability insurance coverage that covers the registered Drivers is only up to the statutory limit as stipulated by law of the State You are in at the time. This insurance amount is normally very low.

##### Top Service Inclusion:

The maximum SLI insurance covers claims made by third parties against Us or You (for damage to third parties or their property). Passengers in the Vehicle are not counted as third parties and the Driver is therefore not insured for claims brought by them against him/herself.

##### Property Damage:

You are responsible up to the amount of \$1,000 for the cost of damage to the rented Vehicle as long as the terms of this contact have not been breached and excluding items/circumstances in clause 29. Subject to applicable law, You are also responsible for the loss of use for the period the Vehicle is unavailable due to repairs. The Security Deposit applies in respect of each claim, not per rental. The Security Deposit is applicable regardless of who is at fault and must be paid at the time the accident is reported to Apollo, not at the completion of the rental period.

#### 26. Responsibility for Tolls and Traffic Violations

You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against You, us or the Vehicle during this rental. You authorize us to release Your rental information to governmental authorities and to a Processor for processing and billing purposes. If We or a Processor pay a Toll or Violation, You authorize us or the Processor to charge all such payments to the credit/debit card You used to pay for this rental.

#### 27. Security Deposit

Standard Liability: A Security Deposit of \$1,000 (the 'Security Deposit') will be collected at the time of entering into the Rental Contract. The Security Deposit will be debited to the credit card account immediately.

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 up to the amount of the relevant liability provided. However, if the terms of the Rental Contract are breached and the Security Deposit is insufficient to cover the damage, then any other extra cost will be charged to You and You will be full responsible for such costs.

#### 28. Tracking Device.

The vehicle you are renting is equipped with a tracking device that uses technology to enable Apollo to better manage and protect the Vehicles. Please note that they can monitor the location, mileage and trip history of Vehicles. We respect your privacy and we will not share any of your personal information with anyone. Apollo reserves the right to apply penalties or charges based on the tracking data if such data indicates travel in prohibited areas or unsafe driving practices.

#### 29. Your Full Responsibility

At all times, You will be 100% responsible for:

- a) Damage caused to the Vehicle in any way by part or total water submersion be it in fresh or salt water.
- b) Damage caused to the Vehicle in circumstances where terms of this Agreement have been breached.
- c) Damage caused to the Vehicle by Your willful conduct (e.g. sitting or standing on the hood or roof of the Vehicle).
- d) Damage caused whilst the Vehicle is being transported over water.
- e) 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.
- f) Damage caused when You are found at-fault by law enforcement.
- g) Damage caused by snow chains.
- h) Damage caused by a single vehicle roll over.
- i) The recovery cost of the Vehicle if it is stuck in sand, snow, mud or similar type substances.
- j) 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.
- k) Any costs associated with using the wrong fuel type or using contaminated fuel.
- l) Any costs associated with water being put in the fuel tank.
- m) Any costs associated with fuel being put in the water tank.
- n) Any costs associated with the Vehicle running out of fuel.
- o) Any costs associated with losing the fuel, oil or water caps and items in the convenience kit.
- p) Any costs associated with damage or accidents caused by falling asleep whilst driving.
- q) Any costs associated with driving in a Remote Area per clause 15.
- r) Damage caused to/by the awning, slide out, overhead or underbody of the vehicle.
- s) Damage caused to the plumbing and water systems of the vehicle caused by freezing.
- t) Damage caused to the tires and windshield of the Vehicle, where CDW is purchased and it applies.

#### 30. Smoking

Our Vehicles are **smoke free**. Detection of any smoke related odors or damage will result in additional charges. **Do not smoke** in the vehicle and **avoid camp fire smell** by keeping all doors and windows closed when near campfires.

#### 31. Pets

Pets are not allowed. Full detail cleaning charges will be applied for any evidence of pets in the vehicles. Service animals are welcome in accordance with the Americans with Disabilities Act.

#### 32. 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, and maintains reasonable security measures to protect such information from unauthorized access, acquisition, destruction, use, modification or disclosure. 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. 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 to disclose a value, please contact Apollo.

#### 33. Agreement Disclaimer

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 judicial 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 Apollo 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, correct the personal information We collect or disclose a value, please contact Apollo.

#### 34. Clauses Specific to Relocation Bookings

Cancellation of Booking/Change of Vehicle: in the event of unforeseen circumstances beyond our control, rendering the booked vehicle type unavailable, we reserve the right to substitute a different vehicle type, or cancel the relocation booking and refund the renters deposit. This shall not constitute a breach of contract. Only if the substituted vehicle type offered is unsuitable due to less seatbelts on offer, is the renter entitled to



USA

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Rental Vehicle Agreement Part B
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For travel between 01 April 2019 to 31 March 2020

cancel and have their deposit refunded.

Free Offers: should the chosen relocation involve a 'free fuel offer' or 'travel allowance', please ensure this is noted on your contract at pick-up. We will refund the fuel (receipts required), travel allowance (not receipts required) offered on return of the vehicle against receipts, up to the amount noted on the contract, onto your credit card. The receipts must clearly state the amount and item purchased, credit card receipts are not sufficient. 'free fuel' and 'travel allowance' are only refundable when the vehicle is returned to the correct location on time, has not been involved in an accident, is full of fuel and all other terms of the Rental Contract have been complied with.

35. Additional State Disclosures

Special notice for rentals commencing in California and Nevada: NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY. You are

responsible for all collision damage to the rented Vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the fair market value of the Vehicle, loss of use where allowed by law, and towing, storage and impound fees. Your own insurance, or the issuer of the credit card You used to pay for the Vehicle rental transaction, may cover all or part of Your financial responsibility for the rented Vehicle, it is Your responsibility to file a claim with them. You should check with Your insurance company, or credit card issuer to find out about Your coverage and the amount of the deductible, if any, for which you may be liable. If You use a credit card that provides coverage for your potential liability, You should check with the issuer to determine if You must first exhaust the coverage limits of Your own insurance before the credit card coverage applies.

Special notice for rentals commencing in New York: New York State Law prohibits the following practices by rental vehicle companies based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to rent; (2) the imposition of any additional charge (except in certain instances where the renter is under the age of 25). In addition, it is unlawful for any rental vehicle company to refuse to rent a vehicle to any person solely on the requirement of ownership of a credit card.

Rental Vehicle Agreement Number: \_\_\_\_\_ Vehicle Registration Number: \_

- (1) I have read and understood the above provisions and agree to be bound by them. Ich habe die Vertragsbedingungen gelesen und akzeptiere an diese gebunden zu sein.
(2) I have been shown over the Vehicle and all features have been demonstrated to me. Das Mietfahrzeug wurde mir erklärt und ich wurde auf alle Funktionen hingewiesen.
(3) I have inspected 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. Ich habe das Mietfahrzeug geprüft und erkläre hiermit, dass das Fahrzeug frei von Insekten oder anderem Ungeziefer wie z.B. Ameisen, Fliegen, Mücken, Kakerlaken, Läuse oder Wanzen ist.
(4) I have inspected the Vehicle and its equipment and am satisfied with its cleanliness and condition. Ich habe das Mietfahrzeug geprüft und ich bin mit der Sauberkeit sowie mit der Ausrüstung zufrieden.
(5) Any damage to the Vehicle has been marked on the Vehicle Condition Report. Alle Schäden am Mietfahrzeug wurden im entsprechenden Übernahmeprotokoll vermerkt.
(6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full. Ich bestätige, dass der Kraftstoff tank bei Übernahme des Mietfahrzeuges voll ist und ich werde das Mietfahrzeug wieder vollgetankt zurückbringen.
(7) I agree that I have inspected the condition of the tires, including the spare, and I am satisfied that they are in a roadworthy condition. Ich bestätige hiermit dass ich den Zustand aller Reifen, inklusive Reserverad, überprüft habe und ich bin überzeugt dass diese verkehrssicher sind.

- 1. Signed by Renter: \_\_\_\_\_ Name: \_\_\_\_\_
2. Signed by Renter: \_\_\_\_\_ Name: \_\_\_\_\_
3. Signed by Renter: \_\_\_\_\_ Name: \_\_\_\_\_
4. Signed by Renter: \_\_\_\_\_ Name: \_\_\_\_\_
5. Signed by Renter: \_\_\_\_\_ Name: \_\_\_\_\_
6. Signed by Renter: \_\_\_\_\_ Name: \_\_\_\_\_
Branch Person: \_\_\_\_\_ Date: \_\_\_\_\_