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Rental Vehicle Agreement Part B

Effective 01 April 2010 / Terms & Conditions

Version 1

1. Welcome

Thank you for choosing Apollo Motorhome Holidays (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. Agreement

This is an Agreement between You ('You') includes any additional renters identified in **Rental Vehicle Agreement Part A** on the one part and Apollo on the other part, to rent the Vehicle identified in **Rental Vehicle Agreement Part A** including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

This Agreement (including any addendum or memorandum) 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.

3. Refusal of Rental

Apollo reserves the right to refuse any rental, or continuation of any rental, at its absolute discretion.

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 for ordinary wear and tear) together with all tools, tyres, accessories and equipment to the location specified in **Rental Vehicle Agreement Part A** (the Nominated Location) on the date there specified or sooner, if demanded by Apollo.

(b) You acknowledge that the Vehicle is the sole property of Apollo and that at the time of receipt of the Vehicle by You it was in good running condition and fit for the purpose for which it was required and You ascertained this on your own inspection of the Vehicle and not as a result of any statement or representation made by Apollo, its employees or agents.

(c) You acknowledge that the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the **Vehicle Condition Report**. It is essential that all existing damage is noted on the **Vehicle Condition Report**. Any damage which has not been noted on the **Vehicle Condition Report** will constitute damage which has occurred subsequent to the commencement of this Agreement and You shall be charged for that damage.

(d) Apollo in its absolute discretion may take possession of the Vehicle without prior demand to You and at your expense, if there has been a breach of any term of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned. In such circumstances Apollo, its employees or agents may enter on any property where the Vehicle is situated and You will indemnify Apollo, its employees and agents from claims by any person resulting from such entry and retaking of the Vehicle.

(e) If the seal of the odometer is broken or otherwise tampered with, You will be responsible for not only an extra charge based on 300 miles per day at 1 dollar per mile, but also for any 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 Nominated Location or return the Vehicle to a different location to the Nominated Location, You will be charged for all costs associated with transporting or towing the Vehicle to the Nominated Location unless otherwise agreed by Apollo in writing.

(g) If You return the Vehicle to the Nominated Location and it is not open for business at the time You return the Vehicle, the Vehicle will be deemed to have been returned at the time when that Nominated Location next opens for business and the rental shall continue until that time and the renter is deemed fully responsible for the hired vehicle, unless other arrangements have been agreed to in writing by Apollo.

Note: Apollo must be notified and it must agree to any extension of the rental period beyond that specified in **Rental Vehicle Agreement Part A** prior to the return date for the Vehicle otherwise the Vehicle will be immediately reported to the police as stolen.

5. Unauthorised and Prohibited Use

Persons who must not drive the Vehicle:

- (a) A person who is not identified in **Rental Vehicle Agreement Part A**.
- (b) A person who is not licensed for that class of Vehicle.
- (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle.
- (d) A person who was driving the Vehicle whilst under the influence of a drug.
- (e) A person who has given or for whom You have given a false name, age, address or driver's licence details.
- (f) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years.
- (g) A person who has held a full open driver's licence for less than two years.
- (h) A person under 21 years of age. A medical certificate (no more than two weeks old) is required for drivers over 75 years and must state the driver is fit to drive the vehicle booked for the duration of the rental period.
- (i) A person who uses or intends to use the Vehicle for any illegal purpose.

Circumstances where the Vehicle must not be used:

- (a) Any area outside the Area of Travel shown in **Rental Vehicle Agreement Part A**.
- (b) Any unsealed roads or off road conditions unless authorised by Apollo in writing.
- (c) Carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials.
- (d) Pushing or towing any Vehicle, trailer, boat or other object unless Apollo has authorised such use in writing.
- (e) Carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is designed and constructed.
- (f) Using the Vehicle for racing, packmaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
- (g) Using the vehicle in a dangerous or negligent manner.
- (h) Using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- (i) Carrying any animal in the Vehicle, unless authorised in writing by Apollo.

6. Financial Obligations

Note: You and any additional renter/s and/or driver/s are jointly and severally responsible for compliance with the terms of this Agreement. By entering into this Agreement You and any joint renter/s and/or driver/s are responsible for and irrevocably authorise Apollo to debit the credit card/s provided (and You will pay Apollo, on demand, any balance) with the following charges:

- (a) The rental charges specified in **Rental Vehicle Agreement Part A**.
- (b) All charges claimed from Apollo in respect of parking and/or any other traffic violations incurred during the rental period or until such

later time as the Vehicle is returned to Apollo. It is your responsibility to pay all Road Tolls. An additional administration fee of \$75 per fine / infringement will apply (to cover the costs of processing).

- (c) All loss of or damage to the Vehicle, (including the loss of use of that Vehicle - 'demurrage') legal expenses, assessment fees, towing and recovery costs, consequential third party damage, storage and Apollo's service charges where:
 - (i) any term of this Agreement has been breached;
 - (ii) You have left the Vehicle unlocked or left the keys in the Vehicle;
 - (iii) You have not kept the keys secure and under your personal control;
 - (iv) the Vehicle is totally or partially immersed in any water regardless of cause;
 - (v) the interior of the Vehicle is damaged regardless of cause except when there is a collision with another Vehicle;
 - (vi) the tyres of the Vehicle are damaged other than by normal wear and tear;
 - (vii) You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to Apollo any defect in the Vehicle of which You become or ought to have become aware;
 - (viii) the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
 - (ix) the underbody and overhead of the Vehicle is damaged regardless of cause except where there is a collision with another Vehicle;
 - (x) You have been deemed negligent in any action thereby resulting in damage to our vehicle, a third party or property.

We accept American Express, Visa, Mastercard and Diners Club.

Note: If You have paid by use of a credit card, or directed Apollo to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to Apollo on demand.

You irrevocably agree and authorise Apollo to use the credit card/s provided for payment of any amount due under this Vehicle Rental Agreement even if a signed credit card voucher has been returned.

7. Cancellation Fees

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

8. Change of Vehicle

Should the vehicle booked be unavailable through unforeseen circumstances, Apollo reserves the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the renter to a refund. This will include, but will not be limited to fuel costs.

9. Voluntary Downgrade

Should the renter decide to take a lesser vehicle than booked they will not be entitled to a refund.

10. Errors in Rental Charges

Total charges set out in this Agreement are not final. You agree to pay any shortfall in charges to Apollo.

11. Exchange Rate/Currency Fluctuations

You acknowledge that all transactions under this Agreement are conducted in US Dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded at the expiration of the Rental Period. You irrevocably agree to release Apollo from any liability for such variation. Depending on Your Financial Institution, refunds may take up to 15 working days to be transferred into Your account.

12. 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 the standard gross rental rate for the rental period.

13. 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 recognised campgrounds.
 - ii. cannot be driven to Mexico, Alaska, Yukon and the Northwest Territories and Newfoundland.
 - iii. cannot be driven in Death Valley and any other desert 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 Apollo prior to travel. These areas are considered as remote areas and conditions apply - see clause (c) below.
 - iv. Campervans and 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 any underground or underwater tunnels.
 - v. can be driven to The Burning Man Festival as long as written permission is obtained from Apollo prior to travel. An additional surcharge of \$ 500.00 will apply.
- (b) "Restricted Access Areas" are considered remote areas that are unsafe to travel without taking some important precautions such as determining road and weather conditions, hence travelling to these areas requires written permission from Apollo prior to travel. These remote areas are defined as Death Valley or any other area described on a map as a desert.
- (c) Remote Area conditions apply to ALL Apollo vehicles which means in the event of an accident or breakdown in a remote area it will be your full financial liability to pay any salvage, towing and/or recovery costs to the nearest Apollo Motorhome Holidays branch. No replacement vehicle will be provided under any circumstances.
- (d) Apollo reserves the right at its sole discretion to restrict vehicle movements in certain areas due to a number of reasons including but not limited to adverse road or weather conditions.

14. 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 petrol 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.

15. 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, flat batteries caused by lights having been left on and other such similar occurrences.

16. Repairs

Any repair up to \$50 needs no authorisation from Apollo and all that is necessary for full reimbursement to You from Apollo is a proper receipt for the amount of the repairs. If the repair is more than \$50 then You must notify Apollo and obtain Apollo's consent before the repairs are carried out. If the Vehicle cannot be driven as a result of a breakdown, Apollo will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, Apollo will provide a replacement vehicle. However, any cost incurred in you travelling to an Apollo depot is your responsibility. 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 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, cockroaches, fleas, bedbugs and mosquitoes.

Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts.

17. Tyres/Windcreens

Authorisation must be obtained before tyres or windcreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre stacking etc) unless caused by normal wear. Maintain pressures as per the Vehicle instruction manual. Only purchase new steel radial tyres of the same size and ply rating as is on the Vehicle. If you purchase tyres of a different size or ply Apollo will give no refund. You are responsible for replacing damaged windcreens. Your Liability of the Reduction Option YOU elected to take out will still apply to tyre or windscreen replacement.

Under Liability Reduction Option (VIP Cover) one windscreen and two tyres will be covered for accidental damage to any Apollo Campervan (excludes 4WD cars). Should these amounts be exceeded the cost to repair or replace items will not be covered and will be the responsibility of the renter.

18. 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.

19. Accidents

In the event of an accident You must:

- (1) record the Time/Date/Location
- (2) record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle.
- (3) record the name of their insurance company
- (4) not admit liability
- (5) notify the nearest police station within 24hours of the accident.
- (6) fully complete and sign the Accident Report Form (which is in the glove box of the Vehicle)
- (7) notify Apollo within 24 hours of the accident and fax through an accident report form.

In the event of an accident, the towing and retrieval of the Vehicle to the closest Apollo depot is at your expense up to the amount of your **Liability** unless the terms of this Agreement are breached in which event it will be your total responsibility. In the event of an accident there is no refund for monies paid for the unused portion of the rental period.

An administration fee of \$75 per accident file will apply (to cover the costs of processing).

20. 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) Except as provided by law, 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) Apollo gives no express warranty in relation to the Vehicle. Certain conditions and warranties are implied by statute, whether Federal or State, which cannot be excluded, restricted or modified. Where Apollo is permitted to limit its liability under those statutes for breach of any implied condition or warranty, Apollo limits its liability to replacement, repair or re-supply of the Vehicle. All warranties, conditions and other obligations which may otherwise be implied are expressly excluded by this Agreement in their entirety. Apollo is not liable to You or any other person for any indirect, special, incidental or consequential damages relating to this Agreement. In the event of no alternative vehicle being available to the renter our 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. In the event of an accident no refund will be given for the remaining unused rental days.
- (f) No right of Apollo under this Agreement can be waived except by writing of an authorised officer of Apollo.
- (g) An administration fee, a goods and services tax (GST) or any other tax, a merchants fee, duty surcharge, levy or fee ('charges') may be imposed by federal, state or provincial authorities as well as local laws, rules, regulations or ordinances pursuant to this Agreement and collected by Apollo. In that situation, Apollo may in addition to the rental charge, recover from You an additional amount on account of the charges. Any additional amount on account of the charges shall be calculated without any deduction or set-off of any other amount and is payable to Apollo upon demand.
- (h) You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs.
- (i) You acknowledge that Apollo has not in any way represented itself to You as an entity carrying on the business of insurance. In the circumstances set out in Clauses 29, 30, 31, 32 and 33, You will receive the benefit of Apollo's insurance cover with its insurer.
- (j) You acknowledge that Apollo requires any information that appears on your driver's licence as well as telephone contact numbers and email addresses to formalise this Agreement. In doing so 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.

21. Illustration Disclaimer

Apollo's brochures, web sites and other advertising material contain only representations of our Vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the actual Vehicle offered to You due to modifications and/or upgrades. Apollo is not liable for any such variance.

22. Fuel (Gasoline)

The Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of \$ 25.00 per gallon (which includes a service component).

23. Cleaning

The vehicle must be returned in a reasonable state of cleanliness or You may be charged a cleaning fee up to \$500. If applicable the toilet and waste water tank must be returned empty or a \$150 cleaning fee will be charged to You in respect to each tank. All vehicles must be completely free of mud. Smoking is not permitted in any of our vehicles or a cleaning & deodorising process will be necessary at a fee of up to \$300.

24. Returns

When open, Apollo's depot hours are Monday to Friday 9.00am to 4.30pm and Saturdays from 9.00am to 12 Noon (local time). The vehicle must be returned at the Nominated Time and at the Nominated Location. If you wish to change the Nominated Drop Off Location or the Nominated Drop-off 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 Nominated 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 Nominated Location. You will also be responsible for any demurrage in respect of the Vehicle. If You return the Vehicle late without permission, You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge, including Reduction Option charge. Early return of the Vehicle does not entitle You to a refund. Apollo recommends that you take out your own Personal Travel Insurance.

25. Rental Extensions

Should You wish to extend the rental whilst on hire, you must first obtain authorisation from Apollo Reservations. This is subject to availability. The extra cost of an extended rental must be paid by credit card over the telephone or at an Apollo Branch immediately on confirmation of the rental extension. The additional days will be at the Gross Rate available at the time of the extension. Failure to obtain authorisation will result in You being charged double the daily gross rental rate.

26. Hurricanes / Cyclones / Flooding and Weather Conditions

Apollo does not accept any responsibility for road closures caused by hurricanes, cyclones, flash floods and other acts of God. Whilst 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 the hirer. Apollo again strongly recommends that you take out your own Personal Travel Insurance.

27. Mileage Allowance

The Mileage Allowance Per Day 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.

28. Satellite Safety Beacon

If You are supplied with a Satellite Safety Beacon it should only be activated in life threatening emergency situations to alert the rescue authorities. Deliberate misuse may incur a severe penalty. Any costs incurred due to the activation of a unit is a matter between You and the search and rescue authorities and shall not involve Apollo.

29. Liability Coverage for the Vehicle (a.k.a. Underlying Insurance)

If You act within the terms of this Agreement You will receive the benefit of Apollo's underlying insurance in respect of damage to the Vehicle or third party damage other than any property owned by You (or any friend, relative, associate or passenger) or in your physical or legal control. This however is subject to:

- (a) your payment of the minimum damage or loss of use charge set out in **Rental Vehicle Agreement Part A**.
- (b) You not having caused any other person to have acted in a manner which is in contravention of this Agreement.
- (c) You not being covered under any policy of insurance.
- (d) You providing such information and assistance as may be requested and, if necessary, authorise Apollo's insurer to bring, defend or settle legal proceedings, but Apollo shall have sole conduct of the proceedings.

Provided the above conditions have been met the following will apply:

- (1) Maximum Limits - (Personal Rentals) The vehicle is covered by liability protection which provides coverage to You only against bodily injury, death and property damage claims of third parties with limits of liability up to the requirements of the financial liability law of the state or province in which an accident may occur, or \$20,000 for injury or death to any one person, \$30,000 for injury or death to more than one person in any one accident, and \$5,000 property damage, if no financial responsibility law applies, provided however, that all such liability protection does not apply until after exclusion of all insurance and/or other protection available, and then such liability protection applies only to the extent that it is needed to meet on a cumulative basis, with all such insurance and/or other protection available, the minimum amounts described above. You understand that You alone are responsible for all losses in excess of such amounts. This coverage is void in Mexico. Coverage applies in Canada. On request Apollo may provide You with proof of coverage and Vehicle ownership required in Canada.
- (2) Maximum Limits - (Commercial Rentals) To the extent permitted by law, no liability protection is provided for Commercial rentals.
- (3) Personal Injury Protection (PIP) Apollo provides no medical benefits or bodily injury protection to You or Your passengers for bodily injury. PIP coverage is subject to the maximum deductible as allowed by law and is secondary to any PIP coverage available to You or Your passengers afforded under any personal auto policy(s).
- (4) Un-insured / Under-insured Motorist - Apollo has declined and is not providing to You any coverage at all for losses that You or Your passengers may sustain due to the acts of negligence of an Un-insured / Under-insured Motorist, however, if applicable law requires that Apollo provide Un-insured / Under-insured Motorists protection to the Vehicle, then Apollo shall provide the minimum level of applicable statutory protection.
- (5) Secondary Coverage - To the extent permitted by law, all coverage provided under this contract shall be excess over any other valid and collectable liability, personal injury and property injury or property damage insurance of Yours and Your insurance shall be primary. Apollo reserves the right, where permitted by law, to provide coverage under a certificate of self-insurance in lieu of or in combination with an insurance policy.
- (6) Maximum Limits - Non Motorized Vehicles. Apollo provides liability coverage, primary, secondary, or other protection 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. Your execution of this contract acknowledges 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 your responsibility to assess the liability coverage referred to herein, to seek professional guidance regarding adequacy of coverage and to secure additional coverage if you in your sole discretion should desire additional coverage and to provide your insurance company's name and policy number on request.

30. Supplemental Liability Insurance (SLI) - effective 1st June 2008

Note: This is a condensed version of the Supplemental Liability Insurance policy issued to Apollo. It DOES NOT include all of the limitations and terms of the policy or the terms of any endorsements attached thereto. The entire policy can be viewed at Apollo's office where the rental originated, a copy will be provided by the Branch Manager by request. Your own personal automobile insurance policy for an owned vehicle may provide You with such liability coverage with or without a deductible.

- (a) Coverage
The coverage provided under the Supplemental Liability Insurance policy shall be extended to all Personal rentals as individuals who rent a vehicle from Apollo. No Supplemental Liability Insurance coverage is extended to Commercial rentals. Coverage shall be provided during the term of the rental as stated on the rental contract, which term may be extended by Apollo. The limit of liability will be afforded separately to each covered rental contract. Limits of Liability: This policy provides excess coverage, for third party automobile liability claims for the difference between (a) One Million Dollars, Combined Single Limit, for each accident and (b) the higher of the state required Financial Responsibility Limits or the limits of any underlying policy. Un-insured / Under-insured Motorist coverage is provided up to the minimum limits to be provided by the state, if any, and not to exceed \$ 100,000

- (b) Conditions
As regards Supplemental Liability Insurance coverage, any terms, conditions and exclusions that apply to coverage as described in the rental contract, if any, shall also apply to coverage under the Supplemental Liability Insurance policy. Wherever there is a conflict between the rental contract and the Supplemental Liability Insurance policy, the Supplemental Liability Insurance policy shall apply.

(i) Coverages hereunder are voided, do not provide protection and have no force and effect under the following conditions:

- A. Your failure to make payment of Your Liability Option as well as any loss of use charge set out in **Rental Vehicle Agreement Part A**;
- B. Your failure to accept Supplemental Liability Insurance on the face of the rental contract and at the inception of the rental period. Such acceptance shall be in the form of an initial by the renter on the face of the rental contract, in an area indicating acceptance of the Supplemental Liability Insurance. Failure to decline coverage is not evidence of coverage;
- C. Use or operation of the vehicle in violation of the terms of the rental contract, including, without limitation, participation in any speed contest, driving under the influence of drugs or alcohol, or driving the vehicle beyond the geographic limitations stated in the rental contract;
- D. Where the driver of the vehicle at the time of loss is not a renter or additional driver specifically authorised in the rental contract by Apollo.

(ii) Obtaining the vehicle by fraud or misrepresentation will void all coverages.

(iii) Coverages (other than Un-insured Motorists coverage where required by law) do not apply to loss arising from the bodily injury or property damage of: (a) the renter or the renter's family related by blood, marriage, or adoption, (b) non-related passengers in the rental vehicle.

- (iv) Coverage does not apply in Mexico.
- (v) Coverage is not provided for un-insured motorist property damage, under-insured motorist property damage, first party benefits, no-fault or other optional liability protection.

31. Responsibility for Loss of or Damage to Vehicle

If any Terms and Conditions of this Contract are breached, You are responsible for any and all loss of or damage to the Vehicle from any cause, regardless of fault and all related expenses. Your responsibility will not exceed the fair market value of the Vehicle at the time of loss or damage, less salvage value, plus as permitted by law, actual towing, storage and impound fees, an administrative charge for expenses associated with processing the loss and damage claim, a charge for loss of use (demurrage), attorney fees and costs and other related expenses and costs.

- (b) If the Vehicle is used as permitted by the Terms and Conditions of this Contract, the following applies:
You are responsible for any and all loss of or damage to the Vehicle from any cause regardless of fault to a maximum of \$1,000 per occurrence.

The **Liability** applies in respect of each claim, not per rental. A second security deposit (bond) will be required if continuing with the rental. In addition to the Liability an administration fee of \$75 will be charged per claim.

The **Liability** is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to Apollo, not at the completion of the rental period.

Note: Personal belongings damaged, stolen or lost are Your responsibility. Apollo recommends that You do not leave items of value in the vehicle and that You take out Your own Personal Travel Insurance.

32. Protection Package

Public Liability Insurance:
The public liability insurance 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 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 the rental company or the renter of the Motorhome (for damage to third parties or their property). Passengers in the rented Motorhome are not counted as third parties and the driver is therefore not insured for claims brought by them against him/herself.

Property Damage:

The renter is responsible up to the amount of \$1,000 for the cost of damage to the rented Vehicle. The renter is also responsible for the cost of demurrage for the period the Vehicle is unavailable due to repairs. The Liability applies in respect of each claim, not per rental. The Liability 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.

33. CDW – Collision Damage Waiver (VIP Cover)

Apollo offers an optional Collision Damage Waiver (VIP Cover) to reduce Your liability to \$0 (zero) for any accidental damage to an Apollo vehicle. This option can be purchased by paying Apollo \$15 per day. The maximum amount payable for this Option per rental is \$375 – ie. 25 days rental. A security deposit, (bond) of \$200 will be collected at the time of entering into the Rental Contract. This security deposit, (bond) is payable to Apollo by an open signed credit card imprint with an authorization obtained (sufficient funds must be available for \$200)

34. Personal Accident Cover (PAC)

This cover is available on request at an additional fee and provides Accidental Death and Accident Medical expense benefit for You and Your passenger(s).

A copy of the policy document will be provided by the Branch Manager by request.

35. Single Vehicle Accident Liability

In the event of a single vehicle accident an additional liability of \$ 1000 will apply. For the purpose of this Agreement a single vehicle accident is an accident which occurs when no other motor vehicle is involved or when You cannot provide Apollo with the full details of any motor vehicles that were involved.

36. Bond

Apollo's rental charge includes a Liability of \$1,000. A Bond of \$1,000 will be collected at the time of entering into the Rental Contract. The \$1,000 will be debited to the credit card account immediately. An administration fee of \$20 applies.

For security purposes, only a credit card can be used to provide a Bond. The credit card holder must be present and able to sign for the Bond upon vehicle collection. The credit card holder is jointly and severally liable for any damage to the rental vehicle.

The bond 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 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 Contract are breached and the Bond is insufficient to cover the damage then any other extra cost will be charged.

37. 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 eg sitting or standing on the bonnet or roof of the Vehicle.
 - Damage caused whilst the Vehicle is being transported over water.
 - Damage caused to the overhead and undercarriage of the vehicle.
 - 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.
 - Damage caused by negligence.
 - Damage caused by snow chains.
 - Damage caused to awning.
 - Damage caused by a single vehicle roll over.
 - The recovery cost of the Vehicle if it is bogged.
 - 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 and/or camping kits.
 - Any costs associated with damage or accidents caused by falling asleep whilst driving.
 - Damage caused by the awning, overhead or underbody of the vehicle.

38. 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 Privacy Act. 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.

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 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.
Ich selber 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 checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.
Ich selber 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 Tank bei Übernahme des Mietfahrzeuges voll ist und ich werde das Mietfahrzeug wieder vollgetankt zurückbringen.
- (7) I agree that I have checked the condition of the tyres, 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.

Date: _____

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: _____