

Prestige Worldwide Camping Terms and Conditions

Definitions

- "Contract" is defined as all terms and conditions found in this form, and addenda and any additional materials provided at the time of Rental.
- "Web Platform" means the rental search engine that may have been used by the private owner(s) and manager(s) as an intermediary.
- "Authorized Driver" means you and any additional driver approved and listed on the Rental contract and/or web platform for the duration of the rental.
- "Trailer" or "Vehicle" means the rented travel trailer identified in this Contract.
- "Loss of Use" means the loss of owners right to use or rent the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.
- "Face Page Agreement" is signed by the renter and owner, signifying the party's acknowledgement and agreement to both the Prestige Worldwide Camping Rental Contract and listed below Terms and Conditions.

Important Disclosures

- By signing the Prestige Worldwide Camping Rental Contract face page agreement, renter agrees to the content of the Prestige Worldwide Camping Terms and Conditions listed below.
- By signing the Face Page Agreement, renter understand and agree that renter assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner(s) and Property Manager(s) of the RV or trailer in any suit brought against them.
- Renter is covered by a web platform supplied insurance policy with a \$1500 deductible, or by a Certificate of Insurance from your insurance company. Various protection plans are offered, and are chosen by renter, affecting insurance coverage level of the rental. Chips in the windshield or other glass is not covered by the policy. Interior damage is not covered by the policy. Damages occurred from off-road use, (ie off of paved roadways) or from operating the vehicle in any activity other than the vehicles designed or intended purpose will not be covered by insurance. Renter will be fully responsible for such damages.
- Renter is financially responsible for all damage (both exterior and interior) to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual cash value of the Vehicle if it is not repairable or if owner elects not to repair it, loss of use, diminished value of Vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not renters were at fault. The insurance coverage or security deposit may cover some or all of the damages.
- Renter must report all accidents involving the Vehicle to owner and the police, if applicable, within 24 hours of occurrence.
- By signing the Face Page Agreement, renter understands and agrees that there may be optional products that renter may or may not opt to add on to Rental. Renter also understands and agrees that there are conditional fees that may or may not be charged to renter after the Rental has been completed based on usage and damages.

Terms and Conditions

Renter signature upon the Face Page Agreement acknowledges renter's agreement of the following terms and conditions associated with rental of RV or Trailer listed upon the web platform for the rental duration:

1. The rental duration and term shall be listed upon the face page agreement and web platform rented on.
2. The sum of the rental shall be listed on the web platform through which the trailer or RV was rented upon. Mileage fees are not associated with rental of a travel trailer (non-motorized).
3. Unless otherwise specified, generator charges are \$0 per day, with no usage maximum.
4. Renter understands that a cleaning fee may be required or included, depending on trailer rented. Additional cleaning fees may be added, based on the condition of the returned trailer.
5. Renter agrees to pick up and drop off the vehicle at the specified location at the pre-arranged time. A late pickup or return fee of up to \$50 per hour will be charged for each hour the vehicle is picked up or returned late. Returns must be before 6:00 pm; additional fees may be added for returns past dusk. These fees may be waived at the Owner(s)' sole discretion if there are extenuating circumstances.
6. Delivery charges vary based on rented trailer and distance. Each trailer has a set delivery fee, with variable fees for distance (price per mile), current gas prices, and any fees charged by owner. Additional fees may be added for weather conditions, road and/or route conditions during delivery. Renter and Owner MUST establish a delivery time both ways; deliverer and/or owner have final decision on set times.
6. Pets are allowed with owner approval; however, renter is fully responsible for any damages. Interior damages are not covered under insurance, unless additional interior damage package is purchased.
7. Smoking/vaping is not permitted in the vehicle. If there is evidence of smoking, vaping, or other strong odors, renter will be subject to the additional cleaning fee of \$1000 plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion. Additional cleaning fees and other fees resulting from smoking damage may be added. Renter is fully financially responsible to pay such fees, as insurance may not cover damages.
8. The refundable security deposit for this rental varies on rented vehicle. Security deposit will be refunded within 7 business days after the rental ends, unless deposit is held for a claim. Standard overages, fees, and damage may be taken from the deposit, with the remainder refunded within 7 business days.
9. No refund will be given if you prepay for a service but do not use it.
10. You release the Property Manager(s) and (Owner(s) from all claims for loss of, or damage to, your personal property or that of any other person, which is left or carried in the vehicle.
11. Renter is fully responsible for all inventory included with each rental. Loss of item and/or damage will result in renter payment. Inventory and costs of inventory will be included with the contract, as well as a copy inside the trailer.
12. Renters agree to pay owners on demand for all charges due under this Contract, including but not limited to: (a) time for the period during which renters take the Vehicle; (b) there are no charges for additional drivers; (c) charges for the optional services; (d) applicable taxes if any; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (f) \$499, plus \$0.50/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (g) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (g) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of \$??? for each day that it is unusable or unrentable; (h) we will not refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in.
13. Renter has truthfully disclosed the identity and proper age of all drivers.
14. Renter verifies that all drivers and primary renter are at least 25 years of age; only verified, approved drivers will drive RV/trailer. Renter agrees all drivers/driving vehicles have all proper, legal documentation.
15. Renters agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's license.
16. Renters agree that all insurance information (if applicable) provided is true and valid.
17. Renter certifies towing vehicle is up to standards and has the capacity to tow selected trailer. Renter must confirm they have the correct hitch size and type for their vehicle and trailer hitch ball size, – towing hitches of the correct size with 2-inch receiver may be added to rental and provided by owner – and the correct towing electrical port.
18. Renters agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV. Rentals with a cleaning fee added still need to be returned in a cleanable state.
19. Renters have read and agree to all rental rates.

20. Renters are responsible for checking and maintaining all fluid and tank levels during the rental period. This includes checking the generator oil daily if you use the generator.
21. Unless authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
22. The manager(s)/owner(s) are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
23. Renters agree not to take the vehicle outside of the continental United States or Canada.
23. Renters are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
24. Renters agree that Vehicles shall not be driven off-road or any on unpaved surface or on very rough roads of any type.
25. Owners may use renters security deposit to pay any amounts owed under this Contract, which shall include replacement of fuel or LP gas, cleaning fees, wastewater dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are fault of owner, all costs associated with locating and recovering the vehicle, if renter fails to return the vehicle as required by the terms of the Rental Contract. If the amount of renter's security deposit is insufficient to satisfy all amounts due, then renters agree to pay all charges in excess.
26. This is a contract for Rental of the Vehicle. Owners may repossess the Vehicle at your expense without notice to renter, if the Vehicle is abandoned or used in violation of law or this Contract. Renters agree to indemnify, defend, and hold owners harmless from all claims, liability, costs and attorney fees that incur resulting from or arising out of, this Rental and renters use of the Vehicle.
27. Owners 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.
28. Renter must return the Vehicle to the place of pickup or other location that owners specify, on the date and time specified in the Face Page Agreement, and in the same condition that renters received it, except for ordinary wear.
29. If the Vehicle is returned after the specified time, renters remain responsible for the safety of, and any damage to, the Vehicle until owners or dealers inspect it.
30. The following acts or uses of the Vehicle are prohibited and may result in forfeiture of the entire security deposit:
 - (a) driving the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the Rental period by giving false, fraudulent, or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the United States and Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) on unpaved or very rough roads; or
 - (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by renter's intentional, wanton, or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) using the awning incorrectly or without owner's permission; (f) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (g) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (h) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (i) taking the RV to festivals or other such events without notification; (j) disabling the GPS if so equipped.
31. Owners may use your deposit to pay any monies owed under this Contract.
32. Renters release us from all claims for, loss of, or damage to, renters' 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, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
33. No term of this Contract can be waived or modified except by a writing that owners have signed. This Contract constitutes the entire Contract between you and us. These terms and conditions work in joint with the Prestige Worldwide Camping Rental Contract, referenced herein, connected by the Face Page Agreement. The laws of the State of Utah and Salt Lake County govern the contents of this Contract.
34. Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to renter's charges. No troubleshooting by the Property Manager(s) or Owner(s) during the trip will be done for these items if there are issues. These include TVs, antennas, CD and DVD players, radios, satellite radios, GPS navigation hardware and software, fans, coffee makers, etc.

35. A waiver by the owners of any breach of this Contract is not a waiver of any additional breach or waiver of the performance of your obligations under this Contract. Our acceptance of payment from renters or owners' failure, refusal, or neglect to exercise any of our rights under this Contract does not constitute a waiver of any other provision of this Contract. Unless prohibited by law, renters release the owners from any liability for consequential, special, or punitive damages in connection with this Rental or the reservation of a vehicle.
36. Owners are not held responsible and are held harmless for any injury and/or death resulting from use and/or towing of rented trailer during the span of the rental. Renters are responsible for certifying the connection of the trailer to the towing vehicle is connected properly.

By signing on the Face Page Agreement, renters acknowledge that renters have been given an opportunity to read this Rental Contract in its entirety, including the Terms and Conditions before being asked to sign. Renter's signature authorizes the owners to process payment from the renters for all charges due under this Contract, including later payment of any traffic, toll, or parking violations assessed against the Vehicle.