

Sac Van Rental Terms & Conditions

Last Revised 03/07/24

Definitions

“Agreement” means the terms and conditions in these Terms and Conditions and the provisions found on the Rental Agreement. “You” or “your” means the person identified as the renter in this Agreement and the Rental Agreement, any person signing the Rental Agreement, any Authorized Driver, or any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you”, “your”, “renter”, or “driver” are jointly and severally bound by this Agreement. “We”, “our”, or “us” means Sac Van Rental, LLC. “Additional Driver” means a person we list on the Face Page of the Rental Agreement. “Authorized Driver” means the renter, any Additional Driver, or any individual permitted by state law to operate the Vehicle. For rentals with pickup locations in California, “Authorized Driver” includes your spouse. Each Authorized Driver must have a valid driver’s license for the duration of the rental period and, at most locations, and for most Vehicles be at least age 25. “Vehicle” means the motor vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys, and Vehicle documents, but “Vehicle” does not include portable navigation devices or other optional equipment (“Optional Equipment”) that you rent from us. “Diminished Value” means the difference between the value of the vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. “Incidentals” means any additional cost incurred to Owner while rental agreement is in effect.

Renter Requirements

All renters & additional drivers must be 25 years of age or older, have a valid driver's license & a major credit card in their name. All drivers must provide proof of full coverage insurance. More details in 'Insurance Requirements'. Driver's licenses are accepted from any USA state or territory. Licenses from outside the USA also may require an international driver's permit. International driver's permits are valid only if presented with the original local license. Individuals with learner's permits are not eligible to rent vehicles. All renters must have a valid driver's license in good standing for the previous 30 days. Renters only authorized to drive within the United States of America. Sac Van Rental, LLC reserves the right to refuse rental to anyone, for any reason.

Insurance Requirements

You are responsible for all damage and/or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle and must remain in effect for the duration of the rental period. Comprehensive and collision deductibles must not be more than \$1,000. All drivers must carry some form of insurance to cover damage to the Vehicle in the event of an accident. You've got several options: The easiest option is if you carry an insurance policy on a personal vehicle that you own or lease. We will verify with your insurer that your policy is active. Another option is if you have an American Express card - they offer a program called 'Premium Car Rental Protection'. This is available directly from American Express and provides coverage for your rental vehicle.

This is a great option because it can be purchased in addition to your regular insurance policy and provides an extra layer of protection. Many other credit cards offer similar benefits. As of November 2018, Visa, Mastercard, & American Express offered some form of rental car coverage for cards on their networks. However, the coverage on any credit card can vary according to the bank that issued it, and even cards from the same issuer can have different levels of coverage.

Additional Drivers

Additional drivers must meet the same rental qualifications as the renter. There will be no additional charge for each additional authorized driver including a spouse or domestic partner. There is a limit of 1 additional driver per rental contract. A spouse or domestic partner is the only permitted additional driver on non-credit card deposits. Additional drivers age restrictions are the same as primary.

Driving Record

Sac Van Rental, LLC reserves the right to deny rental if the driving history reveals any of the following:

- invalid, suspended, or revoked license
- one or more convictions for reckless driving within 48 months
- one DUI, DWI or DWAI conviction within 48 months
- failure to report an accident/leaving the scene of accident within 36 months
- possession of stolen vehicle or use of a vehicle in a crime
- expired license
- three or more convictions for moving violations within 24 months (excluding seatbelt violations)
- two or more accidents within 36 months
- other activities that suggest an unsatisfactory driving record.

Payments & Deposits

Payment is due upon booking to reserve the date/time chosen. Refundable security deposits may be held at the time of booking or pickup and start at \$150. If you book with a debit card, deposits can be \$1,000 or more depending on your insurance deductibles. Deposits cannot be used to extend or add extras to your booking. Deposits are used in the event there is damage, tolls, tickets, incidentals, or fees not included in the rental agreement. Security deposits are returned to the same card used.

Mileage Policy

Unlimited mileage is included with your rental within the United States. Canada and Mexico are prohibited.

Smoking & Pet Policy

Smoking of any kind is NOT permitted within the Vehicle at any time. Violation of this agreement will be fined upward of \$350 or more depending on damage (smell and/or physical damage) and/or cleaning. A \$100 pet fee can be selected with your reservation. A service animal or assistance animal is permitted. Animals whose sole function is to provide comfort or emotional support don't qualify as service or assistance animals as referenced at https://www.ada.gov/service_animals_2010.htm

Use of the Vehicle

Unless commercially licensed and insured, you must use the Vehicle only for your personal use and not for any commercial purposes (e.g., driving other passengers for a fee such as through Uber or Lyft). You must exercise reasonable care in your use of the Vehicle. You are required to operate the Vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. You are required to wear seat belts during the operation of the Vehicle and to require that all passengers wear seat belts. The van does not meet Federal Bus Safety Standards and may not be used to transport children in the 12th grade or younger, other than family members, for school related functions. You are also required to meet any laws or regulations concerning car seats and other protections for children. Each driver of the van shall have the necessary license for operation dependent on usage and or origination of the renting company. If used for transporting passenger for hire or by any non-profit organization, all drivers shall possess a class "B" license with a passenger transport endorsement. That if the van is used by any public or private school or school district (including any California community or state college), as governed by Section 39800.5 of the Education Code or Section 10326.1 of the Public Contract Code, all drivers of the van shall possess a valid class B license with a passenger transport endorsement. The vehicle is rentable solely as a Passenger Van, do not remove or reconfigure seats in the vehicle. You must only use the Vehicle within the United States of America on paved roads. No off-roading, driving on unimproved roads, parking areas, racing, testing, competitions, or otherwise. Canada and Mexico are prohibited.

Damage Policy

You are responsible for all collision damage to the Vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the Vehicle rental transaction, may cover all or part of your financial responsibility for the Vehicle. You should check with your insurance company, or credit card issuer, to find out more about your coverage and the amount of the deductible, if any, for which you may be liable. Further, 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. You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by collision, weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also

responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. Flat tires and/or rim curb rash if applicable are the renter's responsibility as well as any related damage that may result from that flat and/or rim curb rash or damaged tire. In the event of a flat, the renter should contact roadside service to change the tire and replace it with a spare if applicable and then coordinate next steps with us. If the tire can be repaired, it might be best to do so. If the sidewall is damaged or a repair is not possible, the renter is responsible for replacing that tire. In the event of rim curb rash, the renter agrees to pay a minimum of \$150 per damaged rim to have the rim reconditioned. In the event a rim is unrepairable i.e.: gouged, cracked, bent, deemed unsafe, etc. the renter agrees to pay for a replacement rim. In the event of a collision or other damage, file a police report, take photos, gather insurance/ID from other party (if applicable) and let us and your insurance know immediately or as soon as it is safe to do so.

Charges and Costs

You will pay us at or before the conclusion of this rental, or on demand, all charges due to us under this Agreement, including the charges and fees shown on the Face Page of the Rental Agreement and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) any taxes, surcharges or other government-imposed fees that apply to the transaction; (c) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (d) 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 reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking or pets in our Vehicle without prior payment of pet fee; and, (h) towing, impound, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental. Special rental rates, vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In Date, you may be charged the standard rates for each day (or partial day) after the Due-In Date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental period. You will not receive a refund of prepaid amounts if you return the Vehicle before the Due-In Date. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer. You are responsible for paying the charging authorities directly for all parking citations, toll fees, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental. If you fail to pay any of these charges and we pay any part of them, you will reimburse us for all such charges and, in addition, pay us an administrative fee of up to \$40 for each such charge.

Property in the Vehicle

We are not responsible for loss of or damage to any property in or on the car, in any service vehicle, on our premises, or received or handled by us, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage.

Error in Rental Charges

The charges shown on the return record are not final and are subject to review. You'll pay any undercharges, and you'll receive a refund for any overcharges we discover on review.

Collections

If you do not pay all amounts due to us under this Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, we will take the following actions: a) You agree to pay a late charge of 1 & 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost recovery, insufficient funds fees and collection fees (Collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Document, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency, and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above to that credit or debit card.

Modifications

No term of this Agreement or Rental Agreement can be waived or modified except by a writing signed by one of our expressly authorized representatives. Sac Van Rental counter representatives are not authorized to waive or change any term of this Agreement or Rental Agreement. If you wish to extend the rental period in which the total number of days rented exceed 28 days, you must return the Vehicle to our rental office for inspection and written amendment from us by the Due-In Date. This Agreement and the Rental Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

Indemnification and Waiver

You shall defend, indemnify, and hold us, our parent, and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the car by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL. You agree that if the rental takes place at a location operated by a Sac Van Rental, LLC partner or Licensee, any claim by you, including one that alleges unfair, deceptive, or unconscionable conduct, your sole right and remedy is against that Sac Van Rental, LLC, LLC partner or Licensee and not Sac Van Rental, LLC, its parent or any of its affiliated companies or persons.

Severability

If any provision of this Agreement or Rental Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

Waiver; Jurisdiction A waiver by us of any breach of this Agreement or Rental Agreement is not a waiver of any additional breach or waiver

of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of a Vehicle. If any provision of this Agreement or The Rental Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Additional Terms

By visiting and/or taking any action on <https://sacvanrental.com>, you confirm that you agree with and are bound by the terms outlined on this page. These terms apply to the website, emails, or any other communication.

- All payments are processed securely through <https://stripe.com>. Sac Van Rental, LLC does not directly process payments through this website.
- All booking & scheduling system(s) are handled by <https://fleetwire.io>
- All required documentation verification system(s) are handled by, <https://stripe.com/docs/identity>. See more info at <https://sacvanrental.com/faq>