## Venture Vans Rental Agreement



## **Venture Vans Terms and Conditions**

The Rental Terms and Conditions are an essential part of renting any vehicle and entail numerous disclaimers, contracts, insurance checks, and legalities. Renting from Venture Vans is no exception, and we've made an effort to simplify our policies and communicate the critical parts clearly to avoid confusion or surprises.

Last Updated: January, 2025

Please take the time to carefully read these Terms of Use as they contain important information about your legal rights, obligations, and remedies. They include different limitations and exclusions, and a section that covers the jurisdiction and location of disputes. Please note that using and accessing our services (as defined below) means that you agree to the following terms. If you disagree with any of them, you may not use or access our services in any way.

We will notify you via email and provide quick access to any changes if we update or modify these policies. These conditions outline your rental-related responsibilities, limit and waive your rights in some situations, and are crucial for your protection. Please read and understand them.

These conditions are part of the Rental Agreement between Venture Vans and yourself (the "Guest") regarding the vehicle you've chosen to rent (the "Vehicle").

- 1. Legal Compliance. While you have the Vehicle or rent it under this agreement, you must comply with all the laws and regulations governing the driving, parking, storage, and transportation of the Vehicle, as well as the movement of the Vehicle or any person or item being transported in the Vehicle across national, provincial, state, or jurisdictional borders. The Guest must have a full license at time of rental.
- 2. Guest and Others' Property. The Guest acknowledges that the Vehicle isn't a secure place and isn't equipped for the storage or transport of valuable items. Venture Vans recommends that the Guest have their own insurance to cover any loss of or damage to the Guest's property or any person whose property is in or on the Vehicle with the Guest's express or implied consent. The Guest should rely on their insurance, not their rights against Venture Vans, to obtain compensation for any property loss or damage. Venture Vans isn't responsible for property loss or damage for the Guest or any other person whose property is in or on the Vehicle, whether it occurs before or after the Vehicle's return to Venture Vans. The Guest assumes all risks associated with such property loss or damage, waives all claims against Venture Vans, and will defend, indemnify, and hold Venture Vans harmless from all claims arising from such loss or damage
- 3. Safeguard Vehicle: The Guest is responsible for taking all reasonable measures to safeguard the vehicle against theft and damage. The Guest must read and observe all operating instructions and precautions that are posted in or on the Vehicle or supplied to the Guest by Venture Vans. A \$1000 Security Deposit is required at the time of pick-up, which is refundable less any applicable charges such as damage to the vehicle or equipment, insurance deductible payable in the event of an occurrence, windshield damage, unreasonable use, excessive cleaning, lost or broken camping equipment/gear, refueling, extra day(s), extra mileage charges, scuffed rims, and late drop-off. The Security Deposit will be returned in the same format it was received, less any charges, and may be returned up to 7 days after



## vehicle rental return

- 4. Vehicle Use: The Guest is responsible for prudently operating and maintaining the vehicle while in their possession. The Guest must ensure that oil, fluid, and coolant levels in the vehicle's engine, braking, steering, and other mechanical and hydraulic systems are maintained at recommended levels. The Guest must not engage in hard-core off-road use and is only allowed to explore serviced roads and similar unimproved roads to access campgrounds within the capability of the vehicle. Breakdowns and repairs on forest roads will be the full responsibility of the guest. The rental agreement advises the Guest to be careful when executing tight turnarounds on less improved roads, as the vans can easily get stuck as they are not 4x4. It is the renter's responsibility to monitor fluid levels and gauges during the rental period to avoid potential damage to the vehicle
- 5. Roadside Assistance: In the event of a breakdown, the Guest must contact Venture Vans as soon as possible. The roadside assistance is limited to accessible roads and areas. If the breakdown occurs in a remote area or on a non-approved road, the Guest is responsible for the costs associated with assistance. If the vehicle can be repaired quickly, Venture Vans will attempt to have it repaired. If not, they will provide a backup vehicle if possible or refund the remaining days of the rental fee.
- 6. Repairs: The Guest may not proceed with repairs to the Vehicle unless authorized by Venture Vans. The Guest will be responsible for any unauthorized charges in connection with any repairs.
- 7. Substitutions: The Vehicle may be substituted at Venture Vans sole discretion. There will be no extra charge to the Guest for a substitution or upgrading of the Vehicle.
- 8. Incidents: Damage, Accidents, Theft and Vandalism: The Guest must report any incident, theft, or vandalism involving the Vehicle or its passengers to Venture Vans and to the police in the jurisdiction where the incident takes place. Failure to report any incident within 24 hours will void any insurance protection provided by Venture Vans. Guests who drop off the vehicle with no written accident report and police file number will void their insurance coverage and will be responsible for the cost of all repairs or replacements resulting from damages. The Guest must cooperate fully with Venture Vans and its insurers investigating and defending any claims or suits arising from incidents involving the Vehicle. Overall, the agreement emphasizes the importance of reporting any incidents, and also places responsibility on the Guest for any unauthorized repairs or costs associated with assistance in remote areas.
- 9. Use of Venture Vans. Any use of the Venture Vans that violates the restrictions below will result in a breach of this agreement. This breach will render the Guest fully responsible for actual damages, costs, attorney fees, loss of use, and diminished value resulting from the breach. Moreover, it will void any limitation of Guest's responsibility for loss or damage to the Venture Vans and any insurance protection provided under this agreement, subject to applicable law.

The Guest is not allowed to operate or drive the Venture Vans under the following conditions:

- (a) by any person who does not hold a current driver's license that authorizes them to drive the vehicle in the jurisdiction where the vehicle is located;
- (b) for the transportation of persons or property for hire, whether expressed or implied;
- (c) by any person who has given Venture Vans a false or fictitious identification, name, age, or address;



- (d) by a person other than the Guest or a person designated in this agreement as an authorized driver;
- (e) in any competitive event;
- (f) to push or tow any vehicle, or to attach any carrier or object to the Venture Vans;
- (g) in an Unauthorized Area or Prohibited Travel Area;
- (h) by any person under the influence of intoxicants or drugs, or for the illegal transportation of intoxicants or drugs or any other prohibited or restricted substance;
- (i) for any illegal purpose or commission of a crime;
- (j) by anyone who loads the vehicle beyond its capacity;
- (k) by anyone who allows more passengers than the vehicle has seat belts for or is designed to carry; and
- (I) when the use will cause damage to the Venture Vans (i.e., warning light is on, flat tire, steam rising from the engine, etc.). These restrictions are cumulative, and they apply to every use, operation, or driving of the Venture Vans.
- 10. Smoking. Our Venture Vans are smoke-free. If there are any smoke-related odors or damage detected, additional charges will apply. Please refrain from smoking inside the vehicle or roof tent, and when near campfires, keep all doors and windows closed to avoid the smell of smoke.
- 11. Pets. We love pets, but a pet cleaning and sanitizing fee of \$100 is applied to our rentals. Failure to comply in the pre arrangement will result in an additional cleaning bill of \$200 upon the completion of the rental agreement.
- 12. Unauthorized Areas and Prohibited Travel Areas. Guests must obtain prior written approval from Venture Vans before operating the vehicle on unpaved roads, non-public roads, or any areas that Venture Vans deems to be Unauthorized Areas or Prohibited Travel Areas. The Guest will be held responsible for all damages, including towing fees, incurred by Venture Vans if the vehicle is driven in such areas without approval. Driving in Prohibited Travel Areas is strictly forbidden at all times. If the Guest drives the vehicle in an Unauthorized Area or Prohibited Travel Area without prior approval, additional charges will be levied by Venture Vans, and these charges may vary based on whether Venture Vans' consent was obtained. Regardless of consent, the Guest will also be responsible for the cost of repairing any damage caused by driving on unpaved or non-public roads or exposing the Venture Vans to freezing or excessive heat, including the replacement of parts such as tires.
- 13. Bookings require a minimum \$500 deposit. All camper rentals require a 30 days cancellation notice for full refund. A security deposit of \$1000 CDN is required at pick-up, and will be refunded within up to 7 days post drop-off if there are no additional charges. An excessively dirty van will incur an additional \$150 cleaning fee. All vehicles are to be dropped off with a full tank of fuel. Any vehicle not dropped off refueled will be charged for the fuel accordingly at \$2 per litre and a \$50 refuelling fee. On the return date, a full day's rental rate will be charged if the vehicle is returned past 12pm, but a late return package allowing for a late return can be purchased at time of booking, unless previously agreed.
- 14. If Distance charges are not included i.e. not unlimited, they will be calculated based on the kilometers driven as agreed in the rental while the vehicle is in the Guest's possession. If the speedometer or odometer is broken or shows signs of having been tampered with, the Guest shall pay for repair or



replacement of the speedometer or odometer, together with a rental charge per kilometer based on an average daily charge per kilometer calculated by reference to the company's experience with similar rentals, or based on actual kilometers traveled as determined by the tracking device installed in each Vehicle.

- 15. The Guest is liable for all parking and traffic violations, toll fees and fines, and authorizes the company to pay parking tickets immediately, but email notification and allow three days for Guests to provide proof of payment photo produced tickets (eg: radar) and then charge the Guest's credit card for all related costs including an administration fee as incurred by the company to pay such charges on the Guest's behalf without further notice.
- 16. Collection and Return of the Vehicle: The Guest acknowledges receipt of accessories as indicated in their Rental Agreement and will pay the cost of replacing equipment lost or damaged upon return of the Vehicle to the company. The Guest may pick up the vehicle at 9:00 am on the first day of the rental and must return it by 12pm on the last day of the rental. If the Guest returns the vehicle past 12pm without booking or paying for a late drop-off, a full day's rental rate will be charged unless previously agreed. Guests who have not paid in full at the time of pick-up will not be allowed to start their trip.
- 17. Clean Return Condition. The Guest is responsible for returning the Venture Vans in a clean condition, and if the vehicle requires extensive cleaning, the Guest must reimburse Venture Vans for cleaning costs and a minimum charge of \$150. The decision regarding whether the cleaning charge will apply or not is at the sole discretion of Venture Vans.
- 18. Drop-off Charges. Charges applied under this Agreement cannot be reduced, and the Guest is not entitled to any credit if the Vehicle is returned earlier than the drop-off date specified on the rental agreement. There will be no refund for any unused or prepaid kilometers. If the vehicle is returned with more fuel than at pick up, the Guest will not be reimbursed for the additional fuel.
- 19. Unforeseen Cancellations. Venture Vans reserves the right to cancel any reservation at any time (including at pick-up) due to natural disasters, changes in business conditions, unforeseen natural occurrences, or other situations that would make renting a van unsafe. This includes a Guest showing up intoxicated or otherwise unable to operate the Vehicle safely. In case of a cancellation initiated by Venture Vans, a full refund will be issued.
- 20. Repossession. If the Guest provides any false statement in this Agreement or fails to disclose to Venture Vans any information regarding the Guest or the Guest's intentions regarding the Vehicle that Venture Vans reasonably assumes the Guest knows is relevant when considering renting the Vehicle, or if the Guest breaches any provision of this Agreement, Venture Vans may immediately repossess the Vehicle by any lawful means without warning to the Guest and terminate this Agreement.
- 21. Child Seat Rentals. The guest acknowledges that a child safety car seat is designed for use in a motor vehicle, but not necessarily recreational motor vehicles, and its use will help reduce the risk of some types of injuries to the user in the event of a motor vehicle collision, incident or impact but recognizes that serious injury or death can result from both low and high-speed collisions, incidents, or impacts, even



when a child safety seat is used. Guests that use these devices, whether provided by Venture Vans or not, do so at their own risk.

22. Venture Vans reserves the right to employ GPS tracking technology or other methods for monitoring and locating any rental vehicle. In the event of a breach of payment terms or usage as specified in the Rental Agreement, unlawful use, or illegal parking, Venture Vans retains the right to repossess the vehicle upon request. Any associated fees for vehicle repossession shall be the responsibility of the renter(s)

THE GUEST FREELY ACCEPTS AND FULLY ASSUMES ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF A CHILD SEAT, IF ANY, PROVIDED BY VENTURE VANS (a "Child Seat"). The Guest waives ANY AND ALL CLAIMS that the guest has or may in the future have against Venture Vans, and their directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releases") and TO RELEASE THE RELEASES from any and all liability for any loss, damage, expense or injury including death that the guest may suffer, or that any child of the guest or any child that the guest is guardian of, may suffer, resulting from or arising out of any aspect of the use of the Child Seat, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASES in respect of the design, selection, installation, maintenance or adjustment of the Child Seat, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the child seat Guest will please initial this area to acknowledge that the Guest has read, understands and agrees to the terms of use of a Child Seat.

Cancellations. Cancellations must be made via written request, including booking reference number, to: info@venturevans.ca

All camper rentals require a 30 days cancellation notice for full refund. 14 days prior to departure is a 50% refund. Anything less than 14 days prior, there is no refund.

If you must cancel a reservation within 30 days, we can offer you a credit to be used within one year. While we will do our best to place you in the vehicle you have reserved, the nature of renting vehicles is such that from time to time we have to make a last minute substitution. All of our vans are "equal" in quality and if we are unable to provide you with the van of your choice we cannot provide any discount or refund.

Changes to These Terms. Venture Vans reserve the right to change these Terms and Conditions at any time without notice.