



(616) 222.9477

Rental Terms and Conditions

1. **These terms and conditions, the rental agreement and any other document signed by you together constitute the rental agreement (“agreement”) between you and Action Van Rentals further identified as AVR.**
2. **Definition of “Vehicle”:** The word “vehicle” in this agreement means the vehicle rented or its replacement, and includes tires, tools, equipment, accessories, plates and vehicle documents.
3. **You rent from us the vehicle described on the Rental Agreement. You agree to the terms listed below and any other terms mentioned on documents signed by you. You cannot assign or transfer your obligations.**
4. **Vehicle Return:** You must return the vehicle in the same condition you received it on the date and at the time indicated on the rental agreement. You must return it sooner upon AVR’s demand. If you return it later, additional charges will apply. If you return the vehicle when AVR is closed, your responsibility for damage to or loss of the vehicle will continue and all charges stated on the Rental Agreement as a periodic rate will continue to accrue until AVR opens normal business hours and takes actual possession of the vehicle. If AVR does not find the vehicle when the AVR office opens, your responsibility for all charges and for damage to or loss of the vehicle will continue until the vehicle is actually returned or recovered. If you wish to extend your rental period, you must contact an AVR representative at (616) 222-9477 to request an extension and authorization before your return date. AVR may or may not grant an extension or grant it for the extended period requested. If AVR does grant an extension, a different or higher rate may be applied to the extension period.
5. **Return Location:** The vehicle must be returned to the AVR office. If the return location is agreed to be a different location other than the AVR office, a service fee will be applied.
6. **Rental Charges:** You will pay for the number of miles driven and the period of time the vehicle is rented. The minimum charge is one calendar day plus mileage. AVR will determine the miles by reading the factory-installed odometer on the vehicle. The daily charge applies to consecutive calendar day periods starting on the day the rental reservation period is scheduled and begins. You will also pay all charges that apply to the rental for miscellaneous services and/or for recovery fees and costs. You will also pay a minimum Cleaning Fee of \$55.00 per rental day with a minimum of \$150.00 for cleaning the vehicle or according to the Cleaning Charges listed in #12 which ever is greater. NO SMOKING, TOBACCO or VAPOR PRODUCTS are allowed in any vehicle. A minimum \$250.00 fee will be applied for any evidence that the vehicle has been smoked in (example: odor, ashes, burns, etc.), tobacco use or vapor products. You and any third party to whom any rental charges are billed, such as insurer or employer, are jointly and severally responsible for payment of all such charges.
7. **Taxes:** You must pay all sales, use, rental, environmental and excise taxes deemed by the laws of the State of Michigan.
8. **Cancellation Fee:** You agree to pay a 50% Cancellation Fee in the event the vehicle is not rented to another party for at least the same period of time as reserved by you. The Cancellation Fee will be charged to the credit card on the authorization form to confirm your reservation.
9. **Loss Damage Waiver (LDW):** Loss Damage Waiver is not insurance and not mandatory. If you accept LDW by your initials on the rental agreement at the daily rate, and the vehicle is used and operated in accordance to all the terms and conditions and items mention on the Rental Agreement, we assume responsibility for the loss or damage to the vehicle except for your amount of “financial responsibility”, if any specified in the rental document including and not limited to the insurance deductible amount which is \$2,5000.00. You acknowledge that you have been advised that your own insurance may cover loss or damage to the vehicle. You also acknowledge reading the notice on loss damage shown on the rental agreement, or at the end of these terms and conditions or in a separate form.
10. **Damage/Loss to the Vehicle:** If you do not accept the LDW, or if the vehicle is lost or damaged as a direct or indirect result of your usage or otherwise mentioned in any other document, you are responsible; and you will pay for all loss or damage to the vehicle regardless of cause, or who, or what caused it. If the vehicle is damaged, you will pay AVR’s estimated repair cost by a professional repair facility, or if, in our sole discretion, AVR determines to sell the vehicle in its damaged condition, you will pay the difference between the vehicle’s retail fair market value before it was damaged and the sale proceeds. If the vehicle is stolen and not recovered, you will pay the vehicle’s retail fair market value before it was stolen. As part of AVR’s loss, you will also pay for loss of use of the vehicle, without regard to AVR’s fleet utilization or seasonal utilization, plus an administrative fee, plus towing and storage charges, if any (“Incidental Loss”). If your responsibility is covered by any insurance, you will provide us with the name of the insurer and policy number, or if the insurance is provided by your card issuer, its insurer. You authorize AVR to process any or all of AVR’s Incidental Loss(es) to your card at or after the completion of your rental. You authorize AVR to collect any or all of our loss from any third party that is responsible for it. If AVR is required to collect a loss from a third party after we have collected our loss from you, AVR will refund the difference, if any, between what you paid and what is collected from the third party. If the law of jurisdiction covering this rental requires conditions on LDW that are different than the terms and conditions of this agreement, that law prevails. You understand that you are not authorized to repair or have the vehicle repaired without AVR’s consent. If you repair or have the vehicle repaired without AVR’s consent, you will pay the estimated cost to restore the vehicle to the condition it was in prior to your rental. If AVR authorizes you to have the vehicle repaired, AVR will reimburse you for those repairs only if you turn in the original repair receipt detailing the repairs completed by a licensed repair facility.
11. **Loss Damage Waiver Fee:** If you accept LDW, you will pay the rate per day specified on the Rental Agreement in full day increments only.
12. **Cleaning Charge:** The Rental Charges (#6) are for the enjoyment and use of the vehicle only. Any vehicle returned not as clean as when the vehicle was picked up will be charged a minimum accordingly to the following: Interior Trash Removal \$30.00, Vacuum \$60.00, Windows \$40.00, Soil and Spills on the Dash & Interior Panels \$50.00, Spot Carpet Cleaning or Spot Seat Cleaning \$35.00 per Spot, Gum, Candy or Sticky Food Spots \$60.00 per Spot, Exterior Markings \$60.00.
13. **Fuel Service Charge:** Your vehicle comes with a full tank of fuel. You must return the vehicle full of fuel evidenced by the factory installed fuel gage and providing a receipt for fuel purchased within five (5) miles of the AVR office on the return date. If you do not return the vehicle full of fuel, AVR will charge a re-fueling service charge at the applicable per-mile rate and the purchase cost of the fuel plus fifty percent (150%).
14. **Personal Accident and Effects:** AVR accepts no responsibility for any personal accident or injury liability during the rental period while in or around the vehicle. AVR also accepts no responsibility for personal effects and items due to any type of loss or theft while in your are in possession of the vehicle during the rental period.
15. **Loss or Damaged Property:** AVR is not responsible for loss of or damage to any property in or on the vehicle, on our premises or received or handled by AVR personnel, regardless of who is at fault. You will be responsible to AVR for claims by others for such loss or damage.
16. **Fines, Expenses, Costs and Administration Fees:** You agree to pay all fines, penalties and court costs for parking, traffic, toll, towing and recovery fees for any reason including storage liens and charges. You’ll also pay for reasonable administrative fees with respect to violation any of the terms and conditions contained in any AVR document.
17. **Rental Charges:** The charges shown on the Rental Agreement are not necessarily final and are subject to AVR’s review. You agree to pay any undercharges and you will receive a refund for any overcharges discovered after the rental period and the vehicle has been returned.
18. **Prohibited Use of the Vehicle:** A violation of this paragraph or other mentioned in the AVR signed documents, which includes any illegal activity, use of the vehicle by an unauthorized driver, will automatically terminate your rental, void all liability protection and any optional services you may have accepted. It is a violation of the following: A) You use or permit the vehicle to be used: by anyone other than an authorized driver, carry passengers or property for hire, tow or push anything, operate in a

race or on unpaved roads, while any driver is under the influence of a controlled substance or alcohol, for any illegal activity or conduct that could properly be charged as a felony or misdemeanor, remove any seats from the vehicle, operation of the vehicle recklessly or while overloaded, or use of the vehicle outside the United States without written permission by AVR. B) You or an additional driver: fail to promptly report any damage or loss of the vehicle when it occurs or when you learn of it and provide AVR a written accident/incident report or fail to cooperate fully with an investigation, obtain the vehicle rental through fraud or misrepresentation, leave the vehicle and fail to remove the keys or close and lock all doors and windows and the vehicle is stolen or vandalized, leave the vehicle in an unsafe or unprotected location, or return the vehicle after hours and the vehicle is damaged, stolen or vandalized.

19. **Authorized Drivers:** You represent that you and any authorized driver is capable and the validity of your license. You have agreed that AVR has the right to verify that your license is valid and in good standing, and AVR may refuse to rent a vehicle to you if your license has been suspended, revoked or otherwise restricted in any way. AVR reserves the right to deny rentals based upon information provided by the Motor Vehicle Department that issued your license. Except where otherwise specifically authorized by applicable law, only you or if you rent under a non-profit organization or your employer's corporate account agreement, your employer, a regular fellow employee incidental to business duties or an associate with the non-profit organization may drive the vehicle, but only with your prior permission. The other driver must be at least 25 year old and must be capable and validly licensed. There may be a charge for each additional driver authorized to drive the vehicle, which charge is specified on the Rental Agreement.
20. **Liability Protection:** Except where required by law to be primary, any protection provided by AVR shall be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way. Otherwise, any such protection will be provided by AVR according to the terms, and subject to all of the conditions, of a standard automobile liability insurance policy issued.
21. **Indemnification and Waiver:** You agree to indemnify Action Van Rentals for and hold harmless from any loss, liability and expense that AVR would incur arising out of the use of the vehicle, including reasonable attorney's fees: which exceeds the greater of either the minimum limits of financial responsibility pursuant to the motor vehicle insurance law of the applicable jurisdiction, or the limits of any liability protection the AVR furnishes to you; or which results from any unauthorized use or prohibited operation of the vehicle. You waive any claim against AVR for incidental, special or consequential damages in connection with the rental.
22. **Losses due to a Breakdown:** AVR accepts no liability or financial responsibility of loss for any costs, forfeitures or losses due to an unexpected breakdown. You agree not to pursue any refunds or reimbursements for costs due to the delay of a breakdown.
23. **Repossessing a Vehicle:** AVR can repossess the vehicle anytime it is found illegally parked, being used to violate the law or the terms of this agreement, or appears to be abandoned. AVR can also repossess anytime it is discovered that a misrepresentation was made to obtain the vehicle for rental. You agree AVR does not need to notify you in advance. If the vehicle is repossessed, you agree to pay the actual and reasonable costs incurred by AVR to repossess the vehicle. You agree that such cost will be charged to the credit card used to rent the vehicle.
24. **Collections:** All charges, fees and expenses, including payment for loss of or damage to the vehicle, are due at AVR's demand. If you do not pay all charges when due, you agree to pay a late charge of the lesser of either 1 1/2% per month or the highest rate permitted by law (whichever is greater) on the past due balance. You agree to pay any collection costs, including a service charge, for any check that is not honored by a financial institution and reasonable attorney's fees.
25. **Card Reserve:** You acknowledge that you have been informed that if you use a charge card your credit, at a minimum of \$500.00 or up to the estimated total charges due (whichever is greater) under the Rental Agreement, may be set aside or reserved by the card issuer of the card, which you present for payment and to secure your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater amount of \$500.00 or the estimated total charges due under the Rental Agreement. You consent to the reservation or setting aside of funds of the estimated total amount at the time of commencement of the rental. You understand AVR will authorize the release of any excess reserve or set aside upon the completion of your rental, and that your card issuer's rules apply to your credit line or you account being credited for such excess and may not be immediately released by your card issuer.

Signature of Renter / Driver: _____ Date: _____



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Motor Vehicle Driving Record
Disclosure and Release

I, _____ AUTHORIZED WITHOUT RESERVATION
(Print Name)

that anytime prior to, during or after my rental period, Action Van Rentals, and any company, brokerage, agent or carrier providing commercial vehicle insurance for the company or general contractor may request or obtain my motor vehicle driving record. These reports may include the following types of information: name, address, date of birth, accidents, tickets, revocations, etc.. I further understand that such reports may contain public record information concerning my driving record from the motor vehicle department. I have the right to make a request, upon proper identification, of the nature and substance of all information received.

Driver's License Number: _____ State of Issue: _____

Date of Birth: _____ License Expiration Date: _____

Full Name on License: _____

Credit Card Authorization

I hereby state that I am authorized and give permission to Action Van Rentals to use the following credit card information as confirmation and security to pay for the 50% Non-Refundable Deposit(s), Payment of Balances or for Rental Charges, Damages, Cleaning and any other services rendered as stated in the Terms and Conditions contract. I also authorize Action Van Rentals to keep the credit card information on file for payment of future charges and services. If payment is denied by the credit card company, I will bear full personal responsibility for any payments due including any costs to collect any payments due. The following is the credit card information and my signature of authorization:

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ Security Code: _____

Credit Card Billing Address: _____

E-Mail Address: _____

Phone Number: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

Requested Dates & Van Type

Requested - Pick Up Date: _____ **Drop Off Date:** _____ **Number of Vans** _____

Requested Van Type: Econoline –15 Pax (No Rear Luggage) / Econoline – 11 Pax (Rear Luggage) / Transit – 15 Pax (No Rear Luggage)

Note: Transits do Not have removable rear seats for luggage space. Regular Office Hours are M-F 8am to 5pm – Special pick up arrangements outside office hours will incur an additional fee. Requested vehicle does not guarantee it is available. AVR has the right to make substitutions due to maintenance issues, rental extensions or scheduling.