

Rental Agreement Terms & Conditions

SprinterVans2u.com

Terms & Acknowledgment

By signing this agreement, you confirm that you have read, understood, and agree to all terms and conditions outlined herein.

Van Precondition

You agree to photograph or video-record the van's condition before driving away, for your records. This documentation may protect you against responsibility for pre-existing damages.



Vehicle Condition & Damages

You must return the vehicle in the same condition in which it was received, excluding normal wear and tear. Any damages must be reported immediately via email or text message, accompanied by a photo.

New Damages

If new damages are identified, we will provide documentation (photos or reports) within 7 days of the vehicle's return. We aim to deliver a repair cost estimate within 14 days. By renting the vehicle, you agree to cover the cost of any damages and authorize us to charge your credit card for the full amount. You may choose to file a claim with your insurance; if so, you must provide us with the claim number and any related information. You are responsible for any deductibles and any damages not covered by insurance.

TV/DVD/Radio/AUX Equipment

We do not guarantee immediate repair for TV/DVD/Radio/AUX malfunctions during your rental period. No refunds or discounts will be provided for such malfunctions.

Mechanical Issues

- We will assist with mechanical issues as best we can. You should contact Mercedes-Benz 24-hour roadside assistance at 1-800-367-6372 if you cannot reach us.
- No reimbursements are given for lost time, missed events, flights, or income related to vehicle issues.
- We will reimburse you for verified repair costs.
- Alternative transportation costs are not covered.
- Refunds may be provided for unused rental days.

Collision Damage Waiver (CDW)

Collision Damage Waiver (CDW) coverage is not included in this agreement. You are not obligated to purchase CDW from us and may obtain coverage independently if you choose.

Supplemental Liability Insurance (SLI)

Supplemental Liability Insurance (SLI) is not included in this agreement. You may purchase SLI separately to help protect against third-party claims.

No Smoking Policy

Smoking is **strictly prohibited** in all vehicles. A \$350 fee will be assessed for odor and ash removal, as well as for any loss of rental time resulting from smoking violations.

Van Deliveries

No reimbursements are available for delivery delays up to two (2) hours for any cause.

Return Date

You must return the vehicle on or before the agreed return date. Late returns may result in significantly higher charges and compensation for lost rentals.

Cleaning Fee

You agree to pay a \$300 fee if the vehicle is returned with excessive dirt, trash, sticker residue, stains, or similar.

Rental Terms (Detailed)

1. Nature of This Agreement

The agreement is between **you** and the independent host/provider listed above, referred to as the licensee ("Licensee"). The Licensee rents to you the vehicle identified on the Rental Record ("Vehicle") subject to the Rental Record and these Terms and Conditions ("Agreement"). This Agreement constitutes a rental only. You and any Authorized Drivers: (a) are not agents of the Licensee; (b) may not transfer the Vehicle or any rights or obligations under this Agreement; and (c) may not service or repair the Vehicle without the Licensee's prior express approval. **LICENSEE MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

2. Authorized Drivers

Only **you**, and with your permission, your spouse, employer, coworkers incidental to their business with you, and persons listed as Additional Drivers, may operate the Vehicle ("Authorized Drivers"). No other person(s) may drive the Vehicle except for

valet parking or in an emergency as permitted by law. All Authorized Drivers must be at least 25 years old (unless otherwise required by law or agreed to by the Licensee) and must hold a valid driver's license. At the Licensee's discretion, additional qualifications may apply at the time and place of rental. Where permitted by law, the Licensee may charge an additional fee for Authorized Drivers other than you.

3. Vehicle Return

You must return the Vehicle in the same condition as when received (excluding normal wear and tear) to the Licensee's address or another location designated by the Licensee, on the date and time specified in this Agreement, or earlier if requested by the Licensee. Under no circumstances may you or any Authorized Driver retain possession of the Vehicle for more than three (3) hours beyond the scheduled return time without notifying us.

Failure to return the Vehicle as required may result in cleaning fees, drop charges, and/or additional rental charges. Our Sprinter Vehicles are strictly non-smoking. If evidence of smoking is detected, a \$300 odor removal fee will be charged.

Failure to return the Vehicle on time terminates your permission to use it and, where permitted by law, any insurance coverage under this Agreement. The Licensee, its employees, or agents may recover the Vehicle at your expense, without prior notice, if it is illegally parked, appears abandoned, or is used or obtained in violation of law or this Agreement. The Licensee shall not be liable to you or any Authorized Driver for any damages resulting from such recovery. Where permitted by law, you waive the right to any hearing, notice, or legal process as a condition of the Vehicle's recovery.

4. Responsibility for Loss or Damage

You are responsible for all damage to, loss of, or theft of the Vehicle during the Rental Period, including damage resulting from collisions, weather, road or terrain conditions, acts of God, and vandalism. Your liability includes:

(a) All damage to the Vehicle, calculated as follows:

(i) If the Vehicle is deemed a total loss, the fair market value of the Vehicle minus salvage value;

(ii) If the Vehicle is repairable:

(A) The difference between the Vehicle's value immediately before and after the damage; or

(B) the reasonable estimated retail value or actual cost of repairs, plus any Diminished Value;

(b) Loss of Use, calculated by multiplying your daily rental rate by the actual or estimated number of days the Vehicle is out of service. This charge is agreed upon as a reasonable estimate of damages, not a penalty, and applies regardless of fleet utilization.

(c) An administrative fee of \$350;

(d) Towing, storage, impound charges, and any other reasonable incidental or consequential damages;

(e) All costs associated with enforcing this Agreement or collecting Charges, including attorneys' fees, collection fees, and legal costs, whether or not litigation is initiated.

You must report any accident, theft, or vandalism to us and the police immediately upon discovery.

Where permitted by law, you authorize us to charge you for the actual repair or replacement cost of any lost or damaged items, including but not limited to: paint, body panels, windows, mirrors, antennas, TVs/remotes, stereos, seats, headrests, flooring, door panels, armrests, handles (including emergency exit handles), electronics, headliners, air conditioning units, A/C covers and vents, and any mechanical repairs resulting from the use of improper fuel—as specified for the Vehicle—as part of your rental charges at the time of return.

5. Prohibited Uses

Subject to Paragraph 4(c) above and the extent permitted by law, any prohibited use of the Vehicle as outlined below will (i) constitute a breach of this Agreement; (ii) make You fully responsible for Licensee's actual and consequential damages, costs, and attorneys' fees arising from the breach; and (iii) void any insurance coverage provided under this Agreement.

Subject to applicable law, You and any Authorized Drivers may NOT:

- (a) Permit the Vehicle to be driven by anyone other than an Authorized Driver or by anyone under the influence of alcohol or drugs;
- (b) Operate the Vehicle outside the United States, off-road, to tow or push anything, or for driver training purposes, without the Licensee's prior written consent;
- (c) Use the Vehicle to transport persons for hire or compensation, or in any race, speed test, or contest;
- (d) Use the Vehicle in connection with any conduct properly chargeable as a felony;
- (e) Operate the Vehicle in a willful, wanton, or reckless manner that results in damage or loss;
- (f) Obtain the Vehicle through fraudulent or false statements;
- (g) Use the Vehicle to transport hazardous or explosive materials, or operate it while overloaded or improperly loaded;
- (h) Operate the Vehicle without the use of seat belts and/or legally required child restraints; leave the Vehicle unattended without removing the keys and locking all doors, windows, and compartments; or operate the Vehicle when doing so could cause further damage (e.g., when a warning light is on, a flat tire is present, or steam is rising from the engine);
- (i) Use the Vehicle in connection with any illegal activity;
- (j) Operate the Vehicle while under the influence of intoxicants or drugs;
- (k) Drive the Vehicle into or through a structure with insufficient height or width clearance, or drive with improperly loaded or unsecured cargo.

Seats may not be removed without prior written permission from SprinterVans2U.com.

6. Payment Terms

If You direct the charges to be billed to another person or organization, or a credit card, You represent and warrant that You have the authority to do so. If You use a credit card for payment, YOU AUTHORIZE LICENSEE TO RESERVE CREDIT AND PROCESS AN

APPROPRIATE VOUCHER WITH THE CARD ISSUER for all estimated charges at the start of the rental, for all additional charges at the end of the rental, and for any corrected charges identified during an audit and notification by Licensee, where permitted by law.

If the party You direct us to bill fails to pay when due, You agree to promptly pay all charges upon demand. Any charges not paid when due, or any check returned unpaid, will be subject to a late payment fee and/or a returned check fee.

You agree to pay Licensee on demand all amounts incurred as part of the rental transaction, including but not limited to:

- (a) All time and mileage charges as calculated on the Rental Record, with mileage determined by reading the Vehicle's odometer;
- (b) All applicable taxes, permit fees, service and equipment charges, charges for excessive wear and tear, lost keys or keys locked inside the Vehicle, and optional purchases such as Collision Damage Waiver (CDW) or insurance products;
- (c) A refueling charge at the rate specified on the Rental Record if You do not purchase fuel from Licensee at the start of the rental (Fuel Purchase Option) and the Vehicle is returned with less fuel than at the time of rental – the rental rate does not include fuel;
- (d) All fines, penalties, forfeitures, attorney's fees (unless prohibited by law), court costs, and out-of-pocket expenses incurred by Licensee unless caused by Licensee's fault;
- (e) All costs related to loss of or damage to the Vehicle as outlined in this Agreement.

7. Accidents, Theft, and Vandalism

You must immediately report any accident, theft, or vandalism involving the Vehicle to Licensee or, if directed by Licensee, to its insurer, as well as to the police in the jurisdiction where the incident occurred. You must promptly deliver to Licensee any documents or papers relating to such incidents that You or any Authorized Driver receive.

You and all Authorized Drivers agree to fully cooperate with Licensee and its insurer in the investigation and defense of any claim or lawsuit, including providing the name and contact information of Your and their insurers. **FAILURE TO COOPERATE MAY VOID ANY LIABILITY INSURANCE COVERAGE AND ANY LIMITATION ON YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE VEHICLE.**

Where permitted by law, You and Authorized Drivers authorize Licensee to obtain any records or information related to any incident, consent to the jurisdiction of the courts where the incident occurred, and waive any right to object to such jurisdiction.

8. Personal Property Indemnity and Limits on Liability

(a) Regardless of fault, You agree that Licensee, SprinterVans2U.com, their affiliates, employees, and agents are not responsible to You or any other person for the loss of, or damage to, personal property left in, on, or around the Vehicle or Licensee's premises at any time. You waive all claims against such parties for any such loss or damage and agree to release, indemnify, and hold them harmless from any claims arising out of or relating to such loss or damage.

(b) You further agree that Licensee, California Sprinter Rentals, their affiliates, agents, and employees shall not be liable to You or any Authorized Driver for any indirect, special, or consequential damages arising out of any matter related to this Agreement.

9. Additional Terms and Conditions

(a) Modification / Waiver — Any change, modification, or waiver of any term or condition of this Agreement is null and void unless it is in a written document signed by both You and Licensee, or Licensee's authorized representative, at the start of the rental. Such writing must expressly state the intent to be incorporated into or amend this Agreement.

(b) Severability — If any part, term, or provision of this Agreement is held to be void, illegal, or unenforceable, the validity and enforceability of the remaining parts, terms, or provisions shall not be affected.

10. Liability Insurance & Indemnity

Lessor's Insurance Policy — The Lessor's policy provides contingent liability insurance for bodily injury, death, or property damage to the Lessee or other designated drivers listed in this Agreement, but only under the following conditions:

(1) If the Lessee or designated driver has no other available insurance or self-insurance, whether primary, excess, or contingent, then the Lessor's policy will provide coverage only up to the minimum financial responsibility limits required by the state where the loss occurred; or

(2) If the Lessee or designated driver has other available insurance that is less than the minimum financial responsibility limits, the Lessor's policy will provide excess coverage only for the amount by which the statutory limits exceed the Lessee's available insurance or retained limit.

Lessor's insurance applies only within the United States and Canada. Use or operation of the rental vehicle in Mexico requires written permission and the purchase of special liability insurance.

Where permitted by law, Lessee rejects uninsured, underinsured, supplemental personal injury protection, and no-fault coverage. WHERE PERMITTED BY LAW, LESSOR HAS ELECTED NOT TO PROVIDE UNINSURED OR UNDERINSURED MOTORIST

COVERAGE. If required to provide such coverage, Lessor will only provide the minimum limits mandated by law. Lessor's policy does not cover any liability imposed by workers' compensation or similar statutes.

In the event of any accident involving the vehicle, You must immediately call the police to the scene and report the incident. A written report must also be submitted to the Lessor no later than 24 hours after the incident or after termination of this Agreement, whichever occurs first. You must fully cooperate with Lessor's insurance provider. Any breach of these requirements may void any insurance coverage provided.

11. Telematics Notice

The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR). You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. This remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. To the extent permitted by law, we may disable the Vehicle when we deem necessary, including if you breach this Agreement. These systems may use cellular communications, and you should have no expectation of privacy related to your use of this Vehicle. You agree to inform all drivers and passengers of the Vehicle of the terms of this section, and that you have authorized the release of information collected by GPS or other telematics systems or EDR. We are not responsible for the operability of any telematic navigational or other system included with the Vehicle. To the extent permitted by law, you agree to indemnify, defend, and hold us harmless from any damage to persons or property caused by the failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.