

# General Conditions Motorhome Erable C24

For travel from 01/04/2024

To 31/03/2025

## OPENING HOURS AND RENTAL CONDITIONS

Please note that a night's rest in North America after a flight is mandatory before taking the vehicle.

**Departures>Returns:** Departures take place from Monday to Friday from 3pm to 5pm.

Returns are from Monday to Friday from 8am to 10am.

It is essential to make an appointment with the rental center on the morning of departure between 11am and 12:30pm.

**Rental Centre Schedule:** Monday to Friday from 9am to 5pm, Saturday 9am to 3pm.

Closed on Sundays and the following days: April 1st (Easter Monday), May 20 (Patriots Day / Queen's Day), June 24 (Quebec National Day (St-Jean-Baptiste), July 1 (Canada National Day), September 2nd (Labour Day), October 14 (Thanksgiving Day), December 25 (Christmas).

**Minimum rental period:** 7 days

**Minimum age and driving license:** drivers have to be 25 years old minimum. Anyone wishing to drive must be present on the day of departure with their license to register on the rental contract.

## DEPOSIT

Credit card authorization imprint (no debit card accepted) on the day of departure:

- for class C31 or A vehicles: \$1,500

- for all other vehicles: \$750 or \$1,000 depending on insurance level

The security deposit will be returned within 7 days of your rental return. If you incur any additional charges or fees, such as late return fees or additional cleaning charges, they will be deducted from your security deposit prior to refunding.

## EVEN MORE ABOUT ERABLE MODELS...

**Fleet.** The **biggest choice** in RV Class A , B , B+ , C and C Mercedes on rental in Canada. The choice of motorhomes to fit your needs, a personalized choice is an ideal choice. The **best quality** in the industry.

Rental prices include most of the important services and rental essentials such as: **24-hour roadside assistance, insurance, 160 km per day** (additional kilometers are charged at \$0.35 excl. tax on return), Canadian federal and state **taxes, additional driver** fees (maximum 3)...

## D DAY...

Departures take place from Monday to Friday from 15:00 to 17:00.

Please allow 1 hour to complete the documentation, collection of deposit & demonstration of the vehicle. All drivers must be present on collection of the motorhome and must present their full valid driving license, passport and credit card for the security deposit. Photocopies will not be accepted.

## ...AND THE LAST DAY

Returns take place from 8:00 to 10:00 on the due date.

Please allow up to 1 hour to complete check in inspection & documentation.

Vehicles must be returned undamaged, with the level of fuel as agreed when the vehicle was received, with an empty toilet cassette, a clean interior and in the same condition as when they left the depot. Charges will apply if the vehicle is returned with additional damage, unclean or if the toilet cassette is not empty.

## GENERAL TERMS AND CONDITIONS

The rental contract itself, regardless of the manner in which the reservation and payment of the rental were executed, brings together the company that owns the fleet, the "renter", and the person signing the contract, the "hirer". The

exchange of the vehicle by the hirer implies the unreserved acceptance of the following general rental conditions.

**Use of the vehicle:** The hirer agrees to use the vehicle in a prudent and normal manner, to use it only for his personal needs, and not to sublet it, nor to transport people for a fee. The driver must take the utmost care of the vehicle's water and oil levels. The renter is not allowed to participate in any match, race, rally or other competition of any kind, as well as test-drives or training. The hirer agrees not to use the vehicle for any illegal purposes or purposes other than those specified by the manufacturer, and not to overload the rented vehicle by carrying more passengers than indicated on the vehicle's registration document. The hirer agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

#### **Drivers and license**

In order to rent an RV, you must be at least 25 years old, possess a valid driver's license.

#### **Pick up**

Rental pickups are from 3pm-5pm, Monday-Friday.

The hirer acknowledges that the said vehicle is the property of the renter and that he/she has received it in good working order and that it is secure.

If the hirer fails to collect the rented vehicle or to pay the renter the sums due on departure, the contract will be terminated and the renter may re-rent the vehicle at its discretion, without any refund of sums already paid or deposited.

The renter reserves the right to change the rented vehicle and replace it with an equivalent vehicle at any time during the rental period. The provisions of this contract shall apply equally to any substituted vehicle.

Rentals must be picked up and dropped off at the Lessor's location in St Eustache, QC.

#### **Drop off**

Drop-off is between 8am-10am on your scheduled return date.

The hirer agrees to return said vehicle to the address where it was rented, in the same condition, with the exception of normal wear and tear, on the date and time agreed upon or an earlier date as agreed upon between the hirer and the renter. If the hirer returns the vehicle on an earlier date than agreed, there will be no refund or discount.

Upon return, the hirer undertakes to return the vehicle in the same state of cleanliness as at departure. Failure to do so will result in an additional \$100 cleaning fee. The septic tank must be emptied or a \$35 charge will apply. The hirer must use only white RV toilet paper to preserve the septic tank.

If the hirer fails to return the vehicle as agreed and fails to notify the renter of the vehicle's location on or before the agreed return date, the renter may assume that the hirer has illegally retained the vehicle.

If the vehicle is returned later than the agreed time and date, the hirer will be charged \$100 per hour of delay. The renter does not grant partial refunds for early returns. The hirer will be billed for the rental period originally scheduled.

#### **Damage caused by a bicycle or bicycle rack**

The hirer accepts all liability for damage to the vehicle or other damage to third parties or other vehicles caused by bicycles or bicycle racks attached to the vehicle. Such damage is not covered by the rental company's deductible or insurance and is not subject to any limitation of liability. The hirer releases the renter from any liability for damages, lawsuits or other legal remedies arising from the use of bicycles or bicycle racks.

#### **Exclusion of liability**

The renter is not responsible for any loss or damage to any property left, stored, loaded or transported by the hirer or any other person on or in the vehicle during the rental or after it has been returned to the renter. The hirer assumes all risk of such loss or damage and waives all claims against the renter.

#### **Security deposit**

The security deposit will be returned within 7 days of the return of the rented vehicle. If the hirer has to pay any additional charges, such as late return fees or extra cleaning costs, these will be deducted from the security deposit before the refund.

#### **Additional charges**

All vehicles are non-smoking and no pets are allowed, on pain of a \$750 penalty.

The vehicle must be returned in the same condition as it was rented, and all holding tanks must be emptied or an additional \$35 cleaning fee will apply.

The vehicle must be returned with the same level of fuel as at departure. Otherwise, a charge of \$2.35/L will apply.

A non-refundable 400\$ deposit is required at the time of booking (per rental week).

If the odometer has been disconnected or tampered with under any circumstances, the hirer will be charged an additional \$100 per day.

A cleaning fee of \$100 to \$500 will be charged if the vehicle is returned in a condition that requires complete cleaning. If the cost of cleaning the vehicle exceeds the amount of the full cleaning fee, the hirer is responsible for the excess amount.

The hirer will also pay the following charges:

- the costs agreed upon when the vehicle is left in another city after written acceptance by the renter, or the actual cost of transporting the vehicle, including the necessary labor, if it is left in another city without the renter's written agreement.
- repair costs incurred for failure to winterize the vehicle when necessary. The hirer must provide the same level of fuel when returning the vehicle. Failing this, the renter will invoice the hirer for refilling the tank, adding a 10% charge.
- the cost of restoring the vehicle to its original condition following the installation by the hirer of stickers, banners or other items inside or outside the vehicle.
- the cost of replacing any tires, tools or accessories missing from the vehicle.

#### **Hirer's liability for fines and tickets**

The hirer will reimburse the renter for any fine imposed on the vehicle or to the renter during the term of the rental contract, as well as a \$100 administrative fee.

#### **Hirer's liability for damage to the vehicle**

The hirer shall indemnify the renter for an amount equal to the cost of repair of any damage to the vehicle, up to the amount of the deductible. This limitation of liability applies only insofar as the vehicle is used in accordance with the terms and conditions of the rental agreement and the hirer reports any accident to the renter as soon as possible.

#### **Hirer's liability for damage caused to third parties**

The hirer shall indemnify the renter for any amount payable to third parties in respect of third-party liability for damage caused by the vehicle or the driver during the term of the rental contract.

#### **Awning**

Any damage caused to the vehicle or to a third party as a result of the use of an awning shall be entirely and exclusively the responsibility of the hirer. No limitation of liability applies.

#### **Collection costs**

The hirer shall indemnify the renter against all collection costs arising from the rental contract.

#### **What to do in the event of an accident**

The hirer must immediately make a detailed written report of any accident to the office where the vehicle was rented, as soon as possible and no later than 48 hours after the accident. The hirer must also attach any accident report or other written statement in his/her possession.

#### **Limitation of use**

Under no circumstances may the vehicle be used :

- in violation of any condition of this contract
- at a speed exceeding 100 km/h
- by a person whose age does not meet the requirements of the law in Quebec and in the state where the vehicle is located
- by a driver or hirer who has provided a fictitious name, address or age
- for any trial run or speed contest
- by a person under the influence of alcohol, drugs or narcotics, or whose faculties are impaired
- when the vehicle's speedometer or odometer has been tampered with or has stopped working
- to start or boost another vehicle
- to tow, pull, push, haul or otherwise mobilize any other vehicle or trailer
- for the transportation of persons or property for hire or reward
- for any illegal, criminal or penal purpose

The hirer must not allow any animals in the vehicle or smoke. If the smell of smoke or any other evidence of smoking is detected when the vehicle is returned, the hirer will be required to pay an additional cleaning fee of at least \$500.

Driving in New York City and Mexico is prohibited.

### **USE OF THE VEHICLE**

The hirer agrees to leave the vehicle locked in all circumstances where the vehicle is not directly in the hirer's custody and sight.

#### **Number of people riding**

The number of people that can travel safely in a motorhome depends on the number of seat belts provided by the manufacturer.

Everyone in the RV, including the driver, must wear a seatbelt when the vehicle is in motion.

#### **Repairs**

If urgent repairs to the vehicle are necessary and the renter is unable to carry them out, the hirer may carry them out with the renter's agreement. The renter will reimburse the hirer upon presentation of received invoices and replaced

parts.

The renter assumes no responsibility for any accommodation, transport or other costs incurred in connection with vehicle repairs.

### **Propane tank and gas equipment**

The vehicle is delivered to the hirer with a full tank of propane gas. Any additional propane gas during the term of the contract will be at the hirer's expense.

The hirer undertakes to keep all propane gas equipment on the vehicle in working order.

### **Defective accessories**

If the television, video/DVD player, generator, air conditioner, refrigerator or any other accessory becomes defective during the rental period, no reduction in the rental price will be applied. In the case of the refrigerator, there will be no refund for loss of food.

For the refrigerator to work properly, the vehicle must be level (flat) or it will stop working.

### **Water tank and compressor**

In case of absence or when the vehicle is in motion, the hirer must turn off the water compressor and hot water tank at all times.

### **Subleasing**

Unless authorized in writing by the renter, any subletting of the vehicle by the hirer will terminate the lease contract without indemnity or reimbursement of any sums paid by the hirer, and without prejudice to the renter's right to receive the full rent for the period initially agreed. The renter is entitled to repossess the vehicle at any time, wherever it may be.

### **Vehicle dimensions**

The required height is 12 feet/3.65 meters (Class A - 12.8 feet/3.86 meters).

Hirers are strongly advised not to use drive-through services and to be cautious of height-restricted signs on private property. If in doubt, have someone check from the outside.

The driver of the vehicle must always be guided when parking.

### **Campsites**

The vehicles are designed to be used on campsites with 3 services, not for camping without services, especially as the refrigerators run on electricity, not propane. Should the hirer choose to camp without service, he/she is entirely responsible for the consequences.

### **Awning**

The awning on the models concerned must be closed with care.

### **Driving and road specifications**

Any passage over a bridge or on a toll highway with a camera will result in a charge to the hirer's credit card.

In Quebec, it is forbidden to drive through any tunnel with a Class A vehicle and any diesel vehicle. Class C vehicles are allowed, provided the refrigerator and propane are closed. Outside Quebec, it is the responsibility of the hirer to obtain information in this regard.

Before booking a ferry or ferry boat, the hirer must check whether it accepts motorhomes. Certain propane restrictions may apply.

### **Towing**

The renter's vehicles cannot be used to tow cars, boats or trailers.

## **INSURANCE**

All RV rentals include basic liability and vehicle damage insurance with a \$3,000 deductible. Additional insurance options are available:

- VIP insurance for C31 and A-Class models: mandatory, includes partial deductible buy-back (reduced to \$1500) and insurance for travel to the USA.
- VIP insurance for all other models: includes partial purchase of the deductible for at-fault damage to the vehicle, reduced to \$750.
- Additional insurance for travel to the USA: the deductible for travel to the USA is \$3,000, already included in VIP insurance for C31 and A-Class models.

Please note: for all damage off-road or travel to the USA, the deductible remains at \$3,000.

### **Insurance exclusions**

The hirer is entirely responsible for the following items:

- the roof and its accessories
- the complete underside of the vehicle and damage to third-party property
- windshield - shattering or breakage

- awning
- stove glass

### **Cancellation policy and fees**

Cancellation notified more than 31 days before departure: \$70 net  
Cancellation notified between 31 and 16 days before departure: \$260 net  
Cancellation notified between 15 and 9 days before departure: \$650 net  
Cancellation notified less than 8 days before departure: no refund

### **Dispute**

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not authorize the hirer to claim any compensation. The photos are not contractual and the choice of vehicles is made by category and not by model.  
The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the company CampingCar online.

Updated 01/01/2024