

Rental agreement for camper rental

Chapter 1 General rules

Article 1 Application of Terms and Conditions

1. The Company shall rent a rental car to the borrower as stipulated in this agreement, and the borrower shall borrow it.
2. We may comply with special provisions to the extent that they do not violate the purpose, laws, administrative notices and general customs of this agreement. In case of a special agreement, the special agreement shall prevail over the terms and conditions.
3. Matters not stipulated in this agreement shall be in accordance with laws and general customs.

Chapter 2 Reservations

Article 2 Application for reservation

1. When renting a car, the borrower can select the type of rental car, the rental period, pickup and drop-off locations, drivers and other options in advance (a price list is provided).
2. When the borrower applies for a reservation, we shall accept the reservation within the range of the rental car owned by our company. Then, the borrower shall pay the reservation application fee specified separately, except the case that we specifically acknowledge.
3. Reservation is made when we inform the borrower of receiving the reservation application fee.
4. The borrower cannot rent a car when he or she fails to pay the application fee 15 days prior to the rental date except when reservation is made after 14 days prior to the rental date.

Article 3 Establishment of reservation

1. Reservation is established when we inform the borrower of receiving the rental fee excluding the reservation application fee.
2. When the borrower books after 14 days prior to the rental date, the borrower pays the whole rental fee to us and then the reservation is made after we inform the borrower of receiving the rental fee.
3. When the borrower shall not pay the rental fee, the reservation shall not be made. The borrower needs to pay cancellation charge.

Article 4 Reservation change

1. The borrower shall obtain the consent of the Company in advance when intending to change the borrowing conditions.

Article 5 Cancellation of reservations, etc.

1. The borrower may cancel the reservation by a method specified separately. The borrower shall pay the reservation cancellation fee to the Company as specified separately, and the Company will return the received reservation application fee to the borrower when the reservation cancellation fee is paid.
2. If the borrower does not start the procedure for concluding a rental car rental contract (hereinafter referred to

as “rental contract”) even after one hour or more has passed the reserved borrowing start time due to the borrower’s convenience. It is assumed that the reservation has been cancelled.

3. If the rental contract is not concluded due to an accident, theft, non-return, recall, natural disaster or any other reason not attributable to the borrower or the Company, the reservation shall be cancelled. In this case, the Company shall refund the reservation application fee that has been received.

Article 6 Alternative rental car

1. If the Company is unable to provide a rental car from the class you selected, the company may offer an alternative car from another class.
2. In such a case, with the agreement, the alternative car will be rented. All other conditions are identical to your reservation. There is no extra charge if the alternative car is more expensive than the original selection. However, if the alternative car is cheaper, the borrower will pay the lower price.
3. If there are no alternative cars to your liking, you can cancel your reservation. In such a case, your deposit will be refunded.

Article 7 Disclaimer

1. If a reservation is canceled for a reason other than those specified in article 5 and 6, you and we will not be charged.

Chapter 3 Rental

Article 8 Creation of rental contract

1. You shall specify the borrowing conditions and we shall clearly indicate the rental conditions in accordance with these terms and conditions, the price list, etc. and conclude the rental contract. However, this does not apply if there is no rental car that can be rented or if you fall under any of the items of Article 9.
2. When the contract has been made, you will pay the rental fee. The price is in Article 11.
3. We are required by Japanese law to register the driver's name and address, and to make a copy of the driver's license. If the borrower and the driver are different people, we need to make a copy of the driver's license owned by a person who will drive a rent-a-car.
4. We may ask the borrower and the driver to show identification (such as a passport) in addition to a driver's license and make a copy.
5. We may ask for a contact telephone number
6. Payment is by cash or credit card. Other options may be possible.

Article 9 Refusal of rental contract

1. We are unable to rent you a car in the following situations:
 - ① You fail to provide a valid driver's license.
 - ② You drive under the influence of alcohol.
 - ③ You drive under the influence of illegal drugs such as marijuana, cocaine etc.
 - ④ You intend to allow children to travel without a child safety seat (it is mandatory for children under 6 years old to have a child safety seat).
 - ⑤ You have connections with yakuza organizations.

2. We are unable to rent a car in the following situations:
 - ① The driver is a different person from the one specified at the time of reservation.
 - ② If you have an experience of payment delayal
 - ③ You have committed any of the acts detailed in article 17
 - ④ You have committed the act described in article18 or article 23 (whether with our or any other car rental company)
 - ⑤ You cannot secure car insurance due to any instance of violating a car rental agreement or car insurance agreement.
 - ⑥ You fail to meet other conditions specified here.
 - ⑦ You make unreasonable demands, or use violence or offensive language.
 - ⑧ You fail to conform to our company rules.
3. If any of the above transgressions occur or are discovered subsequent to the reservation, the reservation will be cancelled and the deposit is not refunded.

Article 10 Establishment of rental contract

1. The rental contract shall be concluded when the borrower pays the rental fee to the company and the company staff member and the borrower inspect the rental car and the company staff explain the borrower how to use the rental car. In this case, the received reservation application fee shall be applied to a part of the rental fee.
2. The delivery set forth in the preceding paragraph shall be carried out at the borrowing location specified in the same paragraph at the borrowing start date and the time set forth in Article2, paragraph 1.

Article 11 Rental charge

1. The rental fee refers to the total amount of the following fees and the Company shell specify each amount or calculation basis on the price list
 - ① Basic charge
 - ② Car insurance subscription money
 - ③ Option charge
 - ④ Vehicle dispatch & collection fee
 - ⑤ Other charge
2. The basic charge refers to the amount in which the Company has reported to the Transport Bureau of the Regional Transportation Bureau.
3. When renting the rental fee after making a reservation under Article 2, we shall comply with the fee applied at the time of booking and the fee at the time f lending and will be based on the lower price.

Article 12 Change of borrowing conditions

1. Upon concluding a lending contract, the renter shall receive the Company's consent in advance if it intends to change the terms of borrowing under article 8, paragraph 1.
2. The company may not approve the change if the obligation on the lending business occurs due to the change of the borrowing conditions under the preceding paragraph.

Article 13 Inspection and confirmation

1. The company shall inspect their vehicles as stipulated in Article 48 of the Road Trucking Vehicle Law : Periodic inspection & maintenance and lend rented carts that have carried out necessary maintenance. The company shall conduct the inspections specified in Article 47-2 of the Road Trucking Vehicle Law: Daily inspection and maintenance and implement necessary maintenance.
2. Renter or driver shall recognize and confirm that the rental vehicle is fulfilling the maintenance listed in the preceding 2 paragraphs and maintenance conducted separately under the list of vehicle body appearance and accessories necessity.
3. The company will conduct necessary maintenance etc. as soon as we have found maintenance defects in car rental by confirmation in the preceding paragraph.

Article 14 Delivery of rental certificate, mobile, etc.

1. When the company hand over a rental car, we will deliver to the borrower or driver a prescribed letter of credit stating the matters determined by the director of transport Bureau of the regional bureau of transportation.
2. During the use of a rental car, the borrower or driver shall carry a rental certificate issued pursuant to the preceding paragraph.
3. When the borrower or driver loses the rental certificate, he / she shall immediately notify that fact to the company.
4. At the same time, the borrower or the driver shall return the rental letter to the company when returning the rental car.

Chapter 4 Use

Article 15 Management responsibility

1. The borrower or driver shall use and keep the rental car with the duty of care from the time the car is delivered to the time it is returned to the company .

Article 16 Daily inspection and maintenance

1. The borrower or driver shall, during use, check the rental car before daily use as specified in Article 47-2 (Daily inspection and maintenance) of the Road transport Vehicle Act and perform necessary maintenance.

Article 17 Prohibited acts

1. The borrower or the driver shall not do the following acts during any use.
 - ① To use the car for the automobile transport business or similar purpose without the consent of our company based on the Road Transportation Act.
 - ② To have a car rental other than the intended use, or to be driven by a person other than the driver listed on the rental certificate under Article 8, paragraph 3
 - ③ To do any act to infringe our rights, such as subletting a rental car or offering it for other collateral.
 - ④ To change the current situation such as counterfeiting or alteration of car registration number or vehicle number mark, remodeling or refurbishing the rental car.
 - ⑤ To use rent-a-car for various tests or competitions, or to use rental car for towing or boosting other vehicles without our consent.
 - ⑥ To use a rental car in violation of laws or public order and morals

- ⑦ To participate in damage insurance for rental car without our consent.
- ⑧ To bring rental car out of Japan.
- ⑨ To do smoking inside and nearby rental car, and to cause smell inside rental car by consuming or cooking strong-smelling food or drinking.
- ⑩ To do damage on the outside or inside of rental car
- ⑪ to drive under the influence of alcohol, any drugs which affects driving rental car
- ⑫ to allow pets in the car without our consent
- ⑬ other acts that violate Article 8, paragraph 1

Article 18 Illegal parking

1. when a borrower or a driver gets a parking ticket for illegal parking, go to the police station specified on the ticket and pay the fine. When there are other costs such as wrecker fees, storage and withdrawal, he or she needs to pay.
2. When we are notified by the police to a neglected parking violation of the rental car, we will contact the borrower or the driver and instruct him or her on how to move the car, how to retrieve the car from the police, and how to proceed with the transaction for violation. Furthermore, when the car is moved by the police, we may retrieve the car at our discretion.
3. We will check the status of the violation processing and contact you as and when it is completed. The borrower or the driver will sign an acknowledgement letter attesting to the illegal parking and the transaction for the violation.
4. We may be required to submit any necessary documents to the authorities, and you are required to agree to this.
5. When you do not go to the police, and we are ordered to pay a fine instead of you, we will charge you the fee below. You will pay this fee by the date we specify.
 - ① the fee of the fine in full
 - ② any other illegal parking fine determined by the company
 - ③ any research costs and any transport costs incurred by the company in vehicle reclamation
6. if you do not follow the order to go to the police station, pay the fine or sign the acknowledgement letter, we can charge you an extra violation fee that we stipulate.
7. If the borrower or the driver pays us the amount requested by the company pursuant to paragraph 5, he or she will later pay the offense for the parking violation or file a prosecution. If the order to pay the neglected violation fee is canceled and the company receives a refund of the neglected violation fee, the company will pay only the amount equivalent to the neglected violation fee among the parking-related expenses already paid by the borrower or the driver. It shall be returned to the person. The same shall apply even if the company charges a parking violation fee.

Chapter 5 Return

Article 19 Responsibility for return

1. The borrower or driver shall return the rental car to the company at the designated return location by the end of the rent period.
2. If the borrower or the driver violates the provisions of the preceding paragraph, he or she shall compensate for

any damages caused to the company.

3. The borrower or the driver shall not be liable for any damages on the company if the rental car cannot be returned by the appointed time due to natural disaster or other unavoidable circumstances. In this case, the borrower or driver shall immediately contact us and follow our instructions.

Article 20 Confirmation at the time of return, etc.

1. The borrower or driver shall return the rental car in the presence of the company, it shall be returned in the state at the time of delivery, except that there is a part worn by normal use.
2. When returning the rental car, the borrower or the driver shall confirm that there is no borrower, driver or passenger's leftover item in the rental car. The company shall not be responsible for keeping leftover items.

Article 21 Rental fee when changing the borrowing period

1. When a borrower or a driver changes the borrowing period pursuant to Article 12, paragraph 1, he or she shall pay the rental fee corresponding to the changed borrowing period.

Article 22 Place of return

1. When a borrower or driver changes the prescribed returning location pursuant to Article 12, paragraph 1, he or she shall bear the cost of the necessary transfer due to the change of the returning place.

Article 23 Measures in case of non-return

1. If you do not return the car by the appointed time and do not follow our conditions for return, we will take legal action.
2. In such a case, we will pursue the matter with your contacts such as your family, relatives, or coworkers and activate a vehicle location system.
3. You will bear all costs involved in locating and retrieving the rental car pursuant to Article 28.

Article 24 Balance payment

1. If there are any unsettled payment at returning the rental car, you shall pay to the company.

Chapter 6 Measures in case of breakdown, accident or theft

Article 25 Measures to be taken when a failure is discovered

1. If you discover an abnormality or malfunction in the rental car during use, you shall immediately stop driving, contact us and follow our instructions.

Article 26 Measures in the event of an accident

1. If an accident occurs during use, you shall immediately stop driving, take legal measures regardless of the size of the accident and take the following measures.
 - ① Immediately report the situation of the accident to us and follow our instructions
 - ② When repairing the car, do so at the location specified by us.
 - ③ To cooperate with the investigation by our insurance company, and submit the necessary documents etc, without delay.

- ④ When establishing an agreement with the adversary party concerning the accident, obtain our approval in advance.
2. In addition to taking the measures set forth in the preceding paragraph, you shall handle and resolve the accident at your own risk.
3. We will advise you on how to deal with the accident and cooperate in solving the accident.

Article 27 Measures in the events of theft

1. You shall take the following measures in the event that the rental car is stolen or otherwise damaged during use.
 - ① Call the nearest police immediately
 - ② Report the damage situation to us immediately and follow our instructions
 - ③ Cooperate with the investigation of the company and the insurance company with which we have a contract regarding theft and other damages and submit the required documents without delay

Article 28 Termination of rental contract due to unavailability

1. If the rental car becomes unusable due to breakdown, accident, theft or any other reason during use, the rental contract shall be terminated. You shall return the car and rental goods and pay the balance based on Article 24.
2. In the case referred to in the preceding paragraph, you shall bear the expenses required for picking up and repairing rental cars and our company shall not refund the received rental fee. However, this shall not apply to cases where breakdown, etc. is caused by the reasons specified in paragraph 3 or 5.
3. The breakdown is due to a defect that existed before the rental, a new contract shall be concluded and you shall be able to receive an alternate rental car from the company. In addition, Article 6, paragraph 2 shall apply mutatis mutandis to the provision conditions of alternative rental cars.
4. If you do not receive the alternative rental car, the company shall refund the rental fee received in full. The same applies when we cannot provide an alternative rental car.
5. If the breakdown occurs due to reasons that cannot be attributed to you or the company, the company will handle the period from the rental fee received to the end of the rental contract. The balance after deducting the rental fee will be returned to you.
6. Except for the measures specified in this article, you shall not be able to make any claim to the company for damages caused by the inability to use the rental car other than those specified in this article.

Chapter 7 Compensation

Article 29 Compensation and business compensation

1. If you cause damage to a third party or the company while using the rental car, you shall compensate for the damage. However, this does not apply to reasons attributable to us.
2. Among the damages of the company mentioned in the preceding paragraph, you shall pay the compensation for the damages to us when the company cannot use the car because of contamination or odor of the rental car after you used it.

Article 30 Insurance and compensation

1. If you are liable under Article 28, paragraph 1, the insurance or compensation within the following limit shall

be paid by according to the non-life insurance contact signed by the company or the compensation system established by the company. Money will be paid.

- ① Unlimited for body injury
 - ② Unlimited for property damage (deductible 200,000 yen)
 - ③ Market price for vehicle compensation (deductible 200,000 yen)
 - ④ Personal injury compensation: 50 million yen per person in case of death or residual disorder
2. The insurance money will not be paid if the case is covered by the disclaimer of an insurance agreement or compensation system.
 3. Losses for which insurance benefits or compensation will not be paid and damages exceeding the insurance amount or compensation will be paid by you. However, disaster damages designated by devastating disaster pursuant to the Law in 1962 are exceptions. When you are driving at the time and at the place during the devastating disaster and suffer the damage, you are not liable for the damage except that you cause damage intentionally. You do not need to compensate for the damage.
 4. When the company pays compensation instead of you, you need to reimburse us the same amount of money immediately.
 5. The insurance charge is included in the rental fee.

Chapter 8 Cancellation of rental agreement

Article 31 Cancellation of rental agreement

1. The company does not require any notice when you violate this agreement during use or when any of the items of Article 9, paragraph 1 is applicable. You shall return the car and the rental goods to the company and you pay the balance immediately if there are any. In this case, the company shall not return the received rental fee to you.

Article 32 Termination of agreement

1. You can terminate the rental contract with the consent of the company even during use. In this case, the company shall not return any money to you.

Chapter 9 Personal information

Article 33 Purpose of use of personal information

1. We use your personal information for the purposes below.
 - ① To fulfil duties required by law and for making a rental document when we make a contract.
 - ② To identify you and verify you to make the contract
 - ③ To promote our service for you by e-mail
 - ④ In order to ask your cooperation with our service questionnaire
 - ⑤ To complete statistical data (in which individuals are anonymous)
2. If we ask for any information other than the purposes above, we will explain the purpose to you in advance.

Article 34 Agreement for using personal information

1. If you fall under any of the following items, personal information including the name, date of birth, driver's

license number, etc. will be sent to the car rental associations and the information will be use for examination.

- ① The company is ordered to pay any illegal parking fines for the car you rent
- ② If you do not pay the full amount of the illegal parking charge
- ③ If you do not return the rental car

Chapter 10 Miscellaneous rules

Article 35 rental car from another company

1. In case we cannot provide the rental car that you want, if you agree, we find the car from other companies and you can rent it. This is possible under the conditions below.
 - ① The rental certificate is written according to the specified style.
 - ② The rental certificate comes with the rental agreement of the rental car company that you rent a car
2. We serve you as a mediator. You follow the rental agreement of the rental car company which owns the car you use.
3. You will either have a rental certificate made by another rental company or have a substitute rental certificate made by our company.
4. In case of breakdown, accident, theft etc. we provide the same service to you as our customers. You call us and follow our instructions on how to deal with the problem. We help you handle the situation and cooperate with you.

Article 36 Offset

1. In the event of a debt between you and us, the debt can be offset at any time.

Article 37 Consumption tax

1. You shall pay the consumption tax (including local consumption tax) levied on transactions based on this agreement to the company.

Article 38 Delayed damages

1. If you and the company fail to fulfill their financial obligations under this agreement, they shall pay the other party late damages at an annual rate of 14.6%.

Article 39 Bylaws

1. The company may separately stipulate the detailed provisions of this agreements, and the detailed provisions shall have the same effect as this agreement.
2. When the company has separately established detailed rules, it shall be posted at the company's business stores and shall be stated in the pamphlets, price lists, etc. issued by the company. The same applies if this is changed.

Article 40 Agreement jurisdiction court

1. If a dispute arises regarding the rights and obligations based on this agreement, the summary court that has jurisdiction over the location of our head office, branch office or business office shall be the court of jurisdiction regardless of the amount of the complaint.

This agreement is valid from 23rd March, 2020: TOMO CAMPERS, Hokkaido International Service Co. Inc.

An attached paper

About the limit of driving distance covered

The limit of distance covered is 250 km/day.

If you exceed the limit, you shall pay 7,700 yen/100km for the additional charge.