

## Rental Agreement Terms and Conditions

1. Definitions. "Agreement" means all terms and conditions found in this form, any addenda and any additional materials you sign or we provide at the time of rental. "You" or "your" means the person identified as the renter in this Agreement any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the rental company. "Authorized Driver" means: the renter; the renter's spouse; the renter's employer or coworker engaged in a business activity with the renter; any additional driver listed by us on this Agreement, provided each such preceding person has a valid driver's license and is at least age 21; and, any person driving the Vehicle during an emergency. Only Authorized Drivers are permitted to drive the Vehicle. "Vehicle" means the recreational vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. "Loss of use" means the loss of our ability to use the Vehicle for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the Vehicle is damaged or lost until it is replaced or repaired, times the daily rental rate.

2. Rental. Indemnify and Warranties. This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories costing less than \$200 during the rental must have our prior approval. You must check and maintain all fluid levels.

4. Responsibility for Damage or Loss: Reporting to Police. You are responsible for all damage to, or loss or theft of, the Vehicle, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim. We have until 72 hours following time of return of the Vehicle to us to examine it for physical and mechanical damage. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. The Vehicle will not be driven: a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, anyone whose drivers license is suspended, or by anyone whose drivers license is restricted because of past traffic law violations; b) by anyone who is intoxicated

or under the influence of alcohol, prescription or non-prescription drugs; c) by anyone who obtained the Vehicle, or extended the rental period giving Us false, fraudulent or misleading information; d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) to carry persons or property for hire or for compensation; f) to push, or tow anything without our prior written approval; g) in any race or speed contest; h) to carry dangerous, hazardous, or illegal material; i) outside the United States or Canada, or in any area restricted by terms found elsewhere in this agreement; j)

when loaded beyond its capacity as determined by the manufacturer of the Vehicle; k) on an unpaved surface except at an RV campground; l) to transport more persons than the Vehicle has seat belts or to carry persons outside the passenger compartment; m) to transport children without a federally-approved child safety restraint or booster seat as required by State Law; n) when the odometer has been tampered with or disconnected; o) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect You to know that further operation of the Vehicle would damage it; o) with inadequately secured cargo; p) to transport an animal without our prior written approval; q) after an accident involving the Vehicle without first reporting the accident to the police and to us. Driving the Vehicle under an overpass, overhang or roof structure without sufficient clearance is also a prohibited use. You agree not sit, stand or lie on the roof of the Vehicle.

6. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where State law requires us to provide liability insurance, or if you have no liability insurance, we provide liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Vehicle who are not Authorized Drivers.

7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Vehicle assessed against us or the Vehicle; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (h) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due; (i) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; U) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a

check returned unpaid for any reason; (k) a reasonable fee not to exceed \$350 to clean the

Vehicle if returned substantially less clean than when rented. We will not refund any of the time or mileage charges if you return the Vehicle earlier than the date or time due in.

8. Deposit. We may use your deposit(s) to pay all rental charges owed to us under this Agreement.

9. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. Breach of Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

12. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.