

**1. DEFINITIONS.** "Agreement" means all terms and conditions found in this form, any addendum and any additional materials we provide at the time of the rental. "You" or "your" and the person identified as the renter on this form, 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 named on this form. "Authorized driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license, and is at least 25. "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 purpose 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 of damage to the Vehicle until it is repaired or replaced time the daily rental rate.

**2. RENTAL, INDEMNITY AND WARRANTIES.** This is a contract for the 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 or our repossession of it. **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 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 of, the Vehicle, which includes the cost of repair, or the actual retail cash value of the Vehicle on the date of the loss if it cannot be repaired or if we elect not to repair it, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, missing equipment, and a reasonable charge for our administrative expenses incurred processing a damage claim, whether or not you are at fault up to the deductible amount of our collision/comprehensive insurance. You must report all accidents or incidents of theft and vandalism to the police as soon as you discover them. You must report all accidents involving the Vehicle to us within 24 hours of occurrence.

**5. PROHIBITED USES.** The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. The Vehicle will not be towed or driven: **(a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving 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 by 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; (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 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; (p) with inadequately secured cargo; (q) to transport an animal; (r) after an accident involving the Vehicle without first reporting the accident to the police and us. Driving the vehicle under an overpass, overhang or roof structure without sufficient clearance is also prohibited use. You agree not to sit, stand or lie on the roof of the Vehicle; and (s) if the vehicle is equipped with an outside fuel station, using any fuel octane-rated higher than 87.**

**6. INSURANCE – TOWABLE UNITS.** We provide collision and comprehensive insurance on the Vehicle with a \$500 deductible per occurrence which is the sole responsibility of the renter. We do not provide liability insurance coverage on the vehicle. You must provide liability insurance coverage on the towed Vehicle through the personal auto policy covering your towing vehicle.

**7. CHARGES.** You will pay us or the appropriate government authorities on demand for all charges due to us under this Agreement, including but not limited to: (a) rental for the days the vehicle was in use by you; (b) applicable taxes; (c) a reasonable fee to clean the Vehicle, not to exceed \$350; (d) traffic, parking and toll violations, citations, fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; (e) a maximum amount permitted by law, whichever is greater, if additional recovery expenses we incur; (f) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check backed by insufficient funds; (g) \$100, plus \$5/mile for every mile between the renting location and the place where the vehicle is returned or abandoned, plus any additional recovery expenses we incur; (h) a 2% per month late payment fee, or the maximum permitted by law, (if lower than 2%) on all amounts paid after the due date; (i) all costs, including pre- and our office, or if we elect to repossess the Vehicle under the in locating and recovering the Vehicle if you fail to return it to assessed against us or the Vehicle; (k) all expenses we incur in locating and recovering the Vehicle if you fail to return it to our office, or if we elect to repossess the Vehicle under the terms of this Agreement;

**9. DEPOSIT.** We may use your deposit to pay any amounts owed to us under this Agreement.

**10. 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.

**11. 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.

**12. 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 merged into this Agreement.

**13. 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. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Vehicle. You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If the Vehicle is inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

**14. MECHANICAL FAILURES.** In the event of mechanical failure, we agree to repair, to have repaired, or, make every reasonable effort to replace the Vehicle. You acknowledge the possibility of mechanical failure a d/or breakdown and further acknowledges that a mechanical failure and/or breakdown is an inherent contingency associated with the operation of the Vehicle, that the contingency is beyond our control and not a result of acts of negligence and/or omission on our part. In the event of mechanical failure and/or breakdown of Vehicle described here, you expressly agree to indemnify and hold us harmless of, from and against any and all loss of time, transportation cost, and/or all other expenses resulting from the contingency. In the event of any mechanical failure and/or breakdown and/or malfunction of the vehicle any operation of the Vehicle thereafter by you and prior to repair or replacement of the Vehicle shall be at your sole risk.

**15. REPAIRS.** You agree to neither cause nor permit any repairs or adjustments to be made to the Vehicle in excess of fifty dollars without our express permission, and that in all cases of mechanical malfunction; you will immediately notify us by telephone and will follow our instructions regarding any and all repair work. We will not be responsible for any repair charges in excess of fifty dollars per rental if the repair charges have not been authorized by Company.

**17. ACCURACY OF RENTER INFORMATION.** You represent and warrant that all information supplied to us in connection with this application for and completion of the Agreement is true and correct and in the event the same as shown in this Agreement and any forms executed in connection therewith is not true and correct you agree to indemnify and save us harmless from all loss and damages resulting there from.

**18. INABILITY TO PROVIDE VEHICLE.** Our inability to deliver the Vehicle at any time or place specified shall not give rise to any liability of any kind to us.

**19. TOWING.** You agree that in the event you are specifically permitted in writing by us to use the Vehicle to tow any other Vehicle or equipment, you shall be solely liable for any and all damages resulting from or related to such towing.

**20. SMOKING & PETS IN THE VEHICLE ARE NOT PERMITTED.**

**21. CLEANING.** You understand that if you paid deposit you agree to thoroughly clean the Vehicle inside and outside and to completely empty and rinse all holding tanks. Cleaning must be done to our sole satisfaction and if we feel additional cleaning is required, you agree to pay any and all charges therefore that we in our sole discretion, decide is necessary.

**22. INSTRUCTION.** You acknowledge that you have received instructions on the operation, use and maintenance of the Vehicle, including the operation and safety precautions connected with the bottled gas installations and appliances, and are thoroughly familiar with same.

**23. LEGAL ADVICE.** You acknowledge that this Agreement is legally binding and that you have the option of obtaining independent legal advice in regard to the terms and conditions if you so desire.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Please read both sides of agreement. Complete and return with security deposit to hold your reservation dates!