



## Rental Agreement

This Rental Agreement is made by and between:

Journey USA RV Rentals, LLC ("Journey"), located at 9610 E. US 92, Tampa FL 33610 Phone # 813-802-9285; and attached hereto and incorporated herein as Exhibit A.

Equipment, Trip Description and Price: attached hereto and incorporated herein as Exhibit B.

### 1. Definitions.

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials Renters or Authorized Drivers sign or Journey provide at the time of rental.

"Journey", "our" or "us" means Journey USA RV Rentals, LLC., its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Journey.

"Renter" or "Renters" means each person identified on Exhibit A as a Renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by Journey at its or the Renters' direction. All persons referred to as "Renters are jointly and severally liable and bound by this Agreement.

"Authorized Driver" means the Renters and any additional driver listed on Exhibit A to this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment.

"Equipment" means the Vehicle and Trailer listed in Exhibit B hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment Journey substitutes for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

"Physical Damage" means damage to, or loss of, the Equipment caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Equipment due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision.

"Loss of use" means the loss of Journey', its agents', subcontractors', and assigns' ability to use the Equipment 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 Equipment is damaged or lost until it is replaced or repaired, times the daily rental rate.

2. Rental, Indemnity and Warranties. This is a contract including for rental of the Equipment. Journey may repossess the Equipment at Renters expense without notice to Renters, if the Equipment is abandoned or used in violation of law or this Agreement.

Renters agree to indemnify Journey, defend Journey, and hold Journey harmless and immune from



all claims for injury or damages, liability, costs and attorney fees Journey incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment. Journey makes no warranties, express, implied or apparent, regarding the Equipment, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment, except and only if Journey is wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

3. Condition and Return of Equipment. Renters must return the Equipment to Journey' rental office or other location Journey specifies, on the date and time specified in this Agreement's Exhibit B hereto, and in the same condition that Renters received it, except for ordinary wear. If the Equipment is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Equipment until Journey inspect it upon Journey next opening for business.

Service to the Equipment or replacement of parts or accessories during the rental must have Journey prior approval and will be paid by the Renter at the time of such service. Journey at its sole discretion may elect to refund Renter for all or part of such service expenses except where the service required was due to Renter error. Renters must check and maintain all fluid levels. Renters must check tire pressures daily.

If Renter's trip is interrupted by an automotive mechanical breakdown for more than twelve (12) working hours after reporting such to us, the Renter will be reimbursed for the greater of i). the gross daily rate or ii). expenses for hotel rooms up to \$25.00 per person per night and car rental up to \$50.00 per day to a maximum of \$1,500.00 per trip. Receipts for all expenses incurred must be presented for refund.

Defects on audio visual equipment, generator, air-conditioning, refrigerator, microwave, cruise control, slide out, bathrooms and awnings are not considered mechanical breakdowns and are excluded from refunds.

4. Responsibility for Damage or Loss; Reporting to Police. Renters are responsible for all damage to, or loss or theft of, the Equipment, which includes the cost of repair, or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Journey elect not to repair the Equipment, plus loss of use, diminished value of the Equipment caused by damage to it or repair of it, and Journey administrative expenses incurred processing the claim, whether or not Renters are at fault. Renters must report all accidents or incidents of theft and vandalism to Journey and the police as soon as Renters discover them. Renter is responsible for loss of use when the vehicle is being repaired.

5. Prohibited Uses. The following uses of the Equipment are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Equipment:

(a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction;

(b) by anyone under the influence of any drug or alcohol;

(c) by anyone who obtained the Equipment or extended the rental period by giving Journey false, fraudulent or misleading information, or who withheld information that would have caused Journey not to



rent the Equipment;

(d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation;

(e) to carry persons or property for hire;

(f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, Exhibit B hereto, to teach anyone to drive, or to carry objects on the roof of the Equipment;

(g) in any race, speed test or contest;

(h) to carry dangerous or hazardous items or illegal materiel;

(i) for travel outside of the United States or Canada, specifically excluding travel into Mexico;

(j) when loaded beyond its capacity as determined by the manufacturer of the Equipment;

(k) on unpaved surfaces, except at designated campgrounds;

(l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment;

(m) to transport children without approved child safety seats as required by local law;

(n) when the odometer has been tampered with or disconnected;

(o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment;

(p) in a manner that causes damage to the Equipment due to inadequately secured cargo;

(q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and

(r) for anyone sitting, standing or lying on the roof of the Equipment.

(s) to refuel or drive into or through any gas station that is not a designated Truck Stop.

(t) to operate the vehicle in tight spaces or reverse the vehicle without a person outside and behind the vehicle to give directions.

(u) To deposit any item in the equipment toilets except single ply RV toilet tissue

6. Insurance. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, Journey as a third-party beneficiary, passengers, and the Equipment in the minimum amount of \$300,000. Journey' own insurance policies shall be secondary unless otherwise prohibited by law.



Where the traveled-region's law requires the Equipment owner to provide auto liability insurance, Journey shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality traveled whose laws apply to the loss. Renters, Authorized Drivers, and Journey reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by Journey, or Journey's insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

7. Pick-up and Drop-off: Pick-up of your rental unit is by appointment only. Pick-up hours are Monday-Friday, between 12:00pm and 5:00 PM, and Saturday between 10:00 AM and 3:00 PM. If approved, off-hour arrangements can be made at an additional cost.

Drop-off times are Monday-Saturday between 9:00 AM-12:00 PM. **NO EXCEPTIONS.** Returns made after 12:00 PM but before 5:00 PM Monday through Saturday will be charged an additional \$50.00 per hour up to 5:00 PM unless the prepaid late fee of \$100.00 has been paid by . Returns later than 5:00 PM will be charged 1 ½ day's rental rate.

**Required\*\*\*\*\*Please call our office at (813) 802-9285 to confirm your arrival time at least 45 minutes prior to arrival. We also ask that you please call if you are going to be delayed.**

8. Early Return: If you return before your scheduled return date, please note that Journey does not issue refunds for unused rental days; you will be charged the same as if you used all the days agreed upon.

9. Charges. In addition to the basic trip cost stated on Exhibit B hereto, Renters will pay Journey, or the appropriate government authorities, on demand all charges due Journey under this Agreement and Renter agrees that Journey may charge the Renter's credit card on file for such charges, including:

(a) Journey includes 200 miles allowance per day. Excess mileage fees are charged on a tiered basis and charged at the end of the rental period. Journey may charge for any additional time for the period Renters keep the Equipment, or a mileage charge based on Journey experience if the odometer is tampered with;

(b) Journey includes 5 hours of generator use per day. Excess generator use is charged at \$3.00/hour.

(c) charges for additional drivers;

(d) optional products and services Renters purchased;

(e) The cost of fuel and propane if the vehicle is not returned with full fuel and propane tanks. Fuel will be charged at \$3.00/gallon over cost.. Propane will be charged at \$2.00/lb over cost. A \$50 service fee will also be charged for any required refueling and \$50 for filling propane tanks.



- (f) applicable taxes;
- (g) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Equipment assessed against Journey or the Equipment. A \$25 service fee will be charged per toll or fine.
- (h) all costs, including pre- and post-judgment attorney fees, Journey incurs collecting payment from Renters or otherwise enforcing or defending Journey's rights under this Agreement;
- (i) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due;
- (j) \$50, plus \$5/mile for every mile between the renting location and the place where the Equipment is returned, repossessed or abandoned, plus any additional recovery expenses Journey incur;
- (k) \$50 or the maximum amount permitted by law, whichever is greater, if Renters pay Journey with a check returned unpaid for any reason; and
- (l) a fee of \$150 to clean the Equipment if returned substantially or materially less clean than when rented unless the renter paid the pre-paid cleaning fee of \$100.
- (m). A \$1,000.00 fee if any evidence of smoking is found in the coach.
- (n) A \$500 fee if any evidence is found of unauthorized pets in the vehicle.
- (o) A fee of \$150 if the Renter returns the vehicle without having dumped the black and grey tanks and has not paid the pre-paid Dump Fee of \$100.
- (p) Maintenance costs due to damage caused to the equipment by the Renter and not covered by insurance.
10. Deposit Journey may use Renters' deposit to pay all charges owed to Journey under this Agreement and Renters expressly authorize Journey to charge their credit card on file if the deposit is insufficient or has been released..
- 11.. Renters' Property. Renters and Authorized Drivers release Journey, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Journey from all claims for loss of, or damage to, Renters' personal property or that of any other person, that Journey received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in Journey's offices, unless the loss or damage was caused by Journey's sole negligence or was otherwise Journey's responsibility expressly-agreed in writing.
12. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Equipment and breaches of this Agreement. Renters and Authorized Drivers waive all recourse against Journey, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Journey for any criminal reports or prosecutions that Journey takes against Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' breach of this Agreement.
13. Modifications. No term of this Agreement can be waived or modified except by a writing that Journey has signed. If Renters wish to extend the rental period, Renters must return the Equipment to



Journey' rental office for inspection and written amendment by Journey of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and Journey. All prior representations and agreements between Renters, Authorized Drivers and Journey regarding this Agreement are void.

14. Waiver, Damages, Assignment. An express waiver in writing by Journey of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Journey' acceptance of payment from Renters or Journey failure, refusal or neglect to exercise any of Journey' rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, Renters and Authorized Drivers release Journey, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Journey from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

15. Trip Termination. The Trip shall terminate at the earlier of the end of the Trip described in Exhibit B, or at any time prior to the completion of the Trip by Journey in its sole discretion with or without cause by giving cancellation notice orally or in writing to any Renter. The restrictions and obligations of all other paragraphs, particularly those relating to liabilities of this Agreement shall survive any expiration, termination or cancellation of the Trip and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

16. Headings. The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

17. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

18. Jurisdiction, Venue. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Florida. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction in Hillsborough County, Florida. The Renters and Authorized Drivers irrevocably consents to such jurisdiction.

19. Vehicle Condition: Renters have inspected the Equipment and agree that it is in satisfactory working condition.

***Signature Page Follows***



*Signature Page*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

<p>JOURNEY USA RV RENTALS, LLC</p> <p>By: _____</p> <p>[name], [title] _____</p> <p>[date] _____</p>	
<p>Renter, Driver</p>	<p>Renter, Driver</p> <p>_____</p> <p>[print name] _____</p> <p>[date] _____</p>
<p>Renter, Driver</p> <p>_____</p> <p>[print name] _____</p> <p>[date] _____</p>	<p>Renter, Driver</p> <p>_____</p> <p>[print name] _____</p> <p>[date] _____</p>



Rental Agreement Terms and Conditions

Exhibit A: Renters and Authorized Drivers

Renter/Driver Name:

Driver's License \_\_\_\_\_

Street Address:

Telephone Number:

Renter/Driver Name:

Driver's License:

Street Address:

Telephone Number:

Renter/Driver Name: \_\_\_\_\_

Driver's License \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Renter/Driver Name: \_\_\_\_\_

Driver's License \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_





EXHIBIT B

See Reservation Summary



## **WARNINGS**

**In an effort to help you avoid common mistakes and consequent expense, please read and acknowledge your understanding by signing below.**

### **MAIN HOUSE BATTERY SWITCH**

Turn off every time you leave the coach including on your return. Failure to do so may cost you the price of several house batteries.

### **AWNING**

Check that the awning(s) is fully retracted every time prior to moving the coach.

### **REVERSING**

NEVER reverse without a spotter. Any damage caused may invalidate your insurance.

### **SLIDE OUTS**

NEVER release your finger from the Slide Out control until the slide out is FULLY extended or retracted. Doing so may incur significant costs to repair the slide mechanism.

Prior to using the Slide Out, ALWAYS check both driver and passenger seat are in the fully upright position. Failure to do may result in an expensive seat repair.

### **HVAC**

Never lower the temperature below 74 degrees. You may cause ice to form on the unit so it does not work

### **HOUSE BATTERY SWITCH**

Always turn off the house battery switch when leaving the vehicle or you will drain it.

I/We have read and understand the warnings stated above:

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Co-Renter Signature