

# Supplemental Rental and Rules Agreement

## ("Terms & Conditions")

### Owner/Manager: 916 RV Rentals LLC

This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period. It may seem like a lot but we prefer to be up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later.

1. **Definitions.** "Agreement" means all terms and conditions found in these Terms & Conditions, any addenda and any additional materials that we provide and that you sign 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 named in this Agreement. "Authorized Driver" means the renter and each driver permitted to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. "Vehicle" means the recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle's equipment, awnings, keys and Vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. "Diminished Value" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Charges" means the fees and charges that are incurred under this Agreement. "Rental Period" means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. "Vehicle License Fee," "Vehicle Licensing," "Vehicle License Prop Tax," "Vehicle License Cost Recovery Fee," or "Motor Vehicle Tax" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.
2. **Training.** When you pick up the Vehicle, we will complete a pre-rental orientation of the Vehicle that will take about 1-2 hours, depending on any prior experience you have with an RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly. It is your responsibility to properly understand how to correctly operate **all** features and amenities safely. If you feel like the orientation is insufficient, it is your responsibility to ask questions.
3. **Vehicle Return.** You must return the Vehicle to the specified location, on the date and time specified in your reservation, and in the same condition that you received it, except for ordinary wear. When Vehicle is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched from your vehicle. Once Vehicle has been unhitched, the Vehicle will not be allowed to be taken anywhere else and the rental period will be considered complete. (This is for insurance purposes) A preliminary walk through will be completed and a precursory Return Form will be provided. Photos will also be taken by owner for reporting and/or insurance. Once a thorough inspection has been completed, any fees for damages, cleaning, dumping, missing items, or any other charges will be deducted from your security deposit if applicable.
4. **Fee for Late Returns.** We allow a 1 hour grace period for returns. A fee of \$50 per hour will be charged if the Vehicle is returned later than one hour after the agreed upon time. If the Vehicle is returned after dark or while the owner is not unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be applied to your security deposit. Renter forfeits their right to complete a return walkthrough with the Owner, if the Vehicle is returned at a time different than indicated in the booking confirmation.
5. **No Refunds for Early Returns.** If you return the Vehicle early we do not refund the days that you will not use. This includes if you have been in a motor vehicle accident with the Vehicle; however, if the motor vehicle accident is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
6. **Rental Period Extension.** If, for any reason, your rental period is extended beyond the original rental period dates, you agree that this document will also extend, be valid and enforceable for the entirety of your extended rental period.
7. **Campground Reservations.** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this agreement. No refunds will be given for campsite reservation errors, including if a campground refuses to accept delivery. Any fee charged by the campground to us for delivery will be charged to the reservation.
8. **Boondocking/Dry Camping.** Camping without hookups (water, sewer, electric) restricts the capabilities of the Vehicle. You are limited to fresh water tank capacity, black & gray tank capacities, battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the renter. We, as owners, take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take full responsibility and liability for the limited capabilities and capacities.
9. **Generators.**
  - a. **Generator Policy:** Generators include 4 hours per day for free. Excess hours are charged at \$4/hour.
  - b. **Portable Rental Generator:** If you opted for a generator add-on with your rental, and by signing this agreement, you will be held responsible for the condition of the generator during the period of your rental. It must be returned in the same working condition as it was given to you. The generator is inspected between each rental. You will be responsible for replacing the generator if it is stolen or lost during the course of your rental period. You are responsible for all generator fuel and oil and the operation of the generator during your rental period. Generator is to be used **outdoors only**. Do not place the generator on sand, mud or any place that will attract excessive dirt in/on the generator.
  - c. **Personal Generators:** If you choose to use **your own** generator, the following rules will apply. Do not use a generator inside the Vehicle - it **MUST** be kept outside. Do not leave the Vehicle unattended while a generator is running. Do not run a generator overnight or while sleeping due to safety reasons. Your generator must be inverter type and meet the minimum Vehicle power requirements (ex. 30 or 50 amp) to run the systems within the Vehicle without causing a power issue. You, the renter, assume all responsibility for any and all damages caused to the Vehicle & its appliances and systems by the use of a generator.
  - d. **Motorhome Generator:** All Motorhomes are equipped with an onboard generator. The generator is used to run A/C, Heater, TV, DVD, Microwave, Electrical outlets and recharging the batteries power. 4 hours are included per day. Excess = \$4/hour.

10. **Rooftop Usage.** We do NOT allow the use of the Vehicle's rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of your entire security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.
11. **Awnings.** We DO allow the usage of the exterior awning, but advise using caution! Awning should ALWAYS be fully retracted if unattended. This is for your own protection as well because they are not covered by insurance and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% your responsibility and will exceed your security/damage deposit amount.
12. **Smoking.** There is **NO SMOKING** allowed in the Vehicle. If smoke (including cigars, pipes, drugs, etc.) is detected you will be charged a minimum fee of \$1,500. **NO EXCEPTIONS.**
13. **Drugs.** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any Vehicle returned with any evidence of drug use or transportation of will result in law enforcement being called for a report and to collect the evidence.
14. **Odors/Cooking.** We do not allow anything that can create a strong smell in the Vehicle that is difficult to remove, such as the long term storage or cooking of fish, deer, curry, potent spices, etc. These must be prepped/cooked outside the Vehicle. If odors are detected you will be charged the Deep Cleaning Fee of \$300.
15. **Pets.** You MUST request & get owner approval *before* allowing a pet in the Vehicle. Any unauthorized pets will result in a \$250 charge. Owner reserves the right to accept or decline any pet, for any reason. Pets are *not* allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. We do not charge an extra fee for a dog; however, if any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and any excess damage will be charged to you accordingly. If any large amounts of pet hair are left upon return, you will be charged a Deep Cleaning Fee for this to be removed.
16. **Travel Restrictions.** No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Driving on a non-paved road inside a licensed RV park is acceptable. Driving on unapproved roads will result in the forfeiture of your entire deposit. RV is not allowed in Mexico for any reason.
17. **Speed Limit.** RVs require special attention to speed. RV tires are not rated for high speed, the way truck and vehicle tires are. You assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed is **65 miles per hour**. When towing, you are required to follow ALL "truck speed limit" and "trailer speed limit" signs, and never travel in the left lane, unless passing.
18. **Tires.** RV tires are partly filled with nitrogen as it does not cause pressure fluctuations. The tires on the Vehicle have been inspected and checked, along with all other parts, prior to your rental period but if a tire seems low you can refill it with air. There is also a spare tire included on the rear bumper, in the rare event a flat tire/blowout occurs. By signing this agreement you agree with the Owner's determination that the tires are in proper working order for your booking. **You are responsible for ALL damage or loss caused by BLOWOUTS, punctures or other road damage, unless the damage is caused by a "loss" that is caused by a collision.**
19. **GPS Tracking.** The Vehicle may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. It must not be removed or unplugged for any reason. Failure to accurately report your destination, or giving an arbitrary destination in order to attend a prohibited event/destination will result in complete loss of your security deposit and you will be required to return the Vehicle to the Owner immediately. No refund will be granted for unused rental dates.
20. **Windshield.** You are responsible for any and all damage to the Vehicle's windshield and windows.
21. **Your Representations and Warranties.** For travel trailers, you represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.
22. **Towing Safety (Travel Trailers).** It is required that the sway/stabilizer bars, if provided, be used at all times while towing the Vehicle. Remove the sway/stabilizer bars prior to backing into a parking space or RV slot. When removing sway bars/pins/clips be sure to safeguard them. Any missing pieces will result in a claim against your security deposit. Please remember that RVs are much taller than the average vehicle and are not equipped to withstand an impact with a tree, low bridge/overpass etc. and will result in damages totaling MORE than your security deposit, so be aware of low clearance signs. All damages to the Vehicle, including damage while driving (tree, toll road, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. Never attempt going through a drive-through towing the Vehicle- they are always too low.
23. **Towing with Vehicle.** Using our vehicle to tow another vehicle is not permitted. Exceptions may be made based on the item towed, vehicle rented and insurance available. Towing with Vehicle is not permitted without prior written approval from Owner. Any unauthorized towing, or the suspicion thereof, will result in the termination of the trip without refund and a complete forfeiture of your security deposit.
24. **Mileage Policy:** Drivable motorhomes include 150 miles/day free with each reservation. Any excess mileage will be charged at \$0.35/mile. Travel trailers have no mileage restrictions.
25. **Toll Roads, Red Light Cameras, Parking Tickets.** Toll invoices are a major burden, and if we receive any, a \$70 administration fee plus the cost of the bill for EACH invoice will be applied to your security deposit. Responsibility for any traffic or parking violations will be transferred to you and you will be charged a \$70 administration fee. If you want to use toll roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc. mail comes our way or the \$70 administration fee, plus the bill will be applied. *Note: Most toll agencies are good to work with and will help you out if a mistake is made and you call them right away.*
26. **Cleaning.** We do NOT charge an up front cleaning fee. The Vehicle must be returned with a clean interior and empty black and gray tanks. "Clean" means, as you received it or better. If you return the Vehicle dirty, you will be charged a \$150 cleaning fee. A Deep Cleaning Fee of \$300 will be charged if Vehicle is returned unclean AND requires more than a surface cleaning or any reconditioning.
27. **Waste Holding Tanks.** There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. We ask that RV safe toilet paper is the **ONLY** thing put into the waste holding tank. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove. Waste holding tanks (Gray and Black) must be emptied prior to return and valves left **Closed**, and the screw cap left **ON**. If tank levels do not read **EMPTY** on the control panel, you will be charged a \$100 dump fee. **ONLY EXCEPTION:** If you produce a detailed video showing all the tank valves open AND clear/clean water draining out into a disposal at a high flow rate.
28. **Propane.** You are responsible for any propane use in excess of what is provided by us at the start of your rental period. Do NOT trade in or exchange any provided propane tanks - only refilling is permitted.

29. **Fuel.** For drivable motorhomes, Vehicle must be brought back with a full tank of gas, or the same amount as departure, whichever is less. If the fuel level is lower than what you left with, you will be charged a \$50 service fee PLUS the cost of fuel to bring it up to the original amount. If Vehicle is returned with MORE fuel than departure there are no credits or refunds.
30. **Appliances.** ALL ANCILLARY SYSTEMS / ITEMS including: radio, refrigerator / freezer, microwave, roof and central A/C, heating, leveling jacks, TV's, DVD players, VCR, awnings, slide outs, roof vents, Electric Step, in-dash A/C, rear back-up cameras, Water Heater, Water Pump, reading lights, outlets, propane system, and any other RV equipment are ALL considered ANCILLARY SYSTEMS/ ITEMS. When we are informed that these items / systems are not operating properly it is our standard policy to fix them. During the course of your trip if one or more of these systems are not functioning please contact our office and we will assist you. NONOPERATING ANCILLARY ITEMS/SYSTEMS are NOT considered breakdowns and NO REFUNDS are available for repair time to these items.
31. **Credits.** There will be no refund/credit for any lost rental time for any issue(s) that arise beyond the owner's control. This includes, but is not limited to, flat tire(s), weather, any and all systems within the Vehicle that were working at pickup (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of the Vehicle whether the renter was at fault or not, or due to renter's or any guests' negligence.
32. **Lockout/Lost Keys.** In the event a lockout occurs you agree to pay .75 cents per mile, round trip, for owner to drive and unlock Vehicle and a fee of \$25 PER missing key. If owner is en route and key is found and Vehicle is unlocked, you will only need to pay for mileage up to that point round trip. If no lockout occurs but a key is missing upon return of Vehicle, you will be charged a \$25 fee PER key. If Vehicle OWNER determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by the RENTER, at the time of service – locksmiths must be scheduled and approved by owner before work is done.
33. **Damage/Minor Repairs.** Any damages need to be reported to us immediately. If a potential repair is minor, you may make the repair **after** consulting us. Do not repair anything until you've spoken to us about it. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, etc.) the item you purchased and the receipt must be surrendered upon return of the Vehicle, if you want reimbursement. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.
34. **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, acts of god or terrain conditions. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. THE RENTAL PLATFORM (Outdoorsy, RV Share, etc) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the Vehicle is charged to the renter, via cash or security deposit upon return or charged to your security deposit.
35. **Insurance.**
- a. **Travel Trailer:** We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amounts. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. **You are responsible for all damage to the Vehicle that is not covered by our insurance policies or that is in excess of our insurance limits. We do not provide liability insurance coverage on the Vehicle. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.**
  - b. **Motorhome:** Owner carries no insurance for renters on motorhomes. Renters may either:
    1. Provide an insurance binder for the RV through their own auto insurance policy.
    2. Purchase insurance through MBA Choice Insurance. MBA Choice can be viewed at [www.mbachoice.com](http://www.mbachoice.com). Please message us for Policy # and VIN #. MBA Choice Insurance offers liability coverage for the vehicle. (California State Minimum) Additional Supplemental liability coverage (recommended) is also available from MBA Choice for \$12.95 / a day. We also highly recommend purchasing their Roadside Assistance. Opting out of roadside assistance is at your own risk.
    3. Book through a platform such as Outdoorsy or RV Share and purchase the mandatory included insurance plan.
36. **Rental, Indemnity and Warranties.** 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. 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 attorneys' fees we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose. If for any reason you abandon the Vehicle, you will be charged a minimum of a \$3,000 fee for Abandonment and Retrieval - plus any applicable fees for ANY lost/missing keys or items/parts from the Vehicle. Abandonment means leaving the Vehicle with no intention of returning to it or delivering it back to the owner/drop-off location. In the event you abandon the Vehicle without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
37. **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.
38. **Personal Injury.** You release owner(s) from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to you, children, guests, or relatives during your rental period including return period.

39. **Hold Harmless.** Renter agrees to hold harmless the owner of the rented Vehicle, at all times for all situations. Renter assumes all risk when renting the Vehicle, and owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property. Owner assumes no liability for how the Vehicle is used during the rental period.
40. **Security Deposit.** Your security deposit will be refunded after the Vehicle has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
41. **Damages Above Security Deposit.** In the event there is any damage or loss above the amount of your security deposit, you agree to pay the owner(s) any monies due and allow the Owner or rental platform company to charge your credit card on file for said charges, plus processing fees.
42. **Charges and Costs.** You permit us to reserve against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to 21 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a reasonable fee not to exceed \$ 300 to clean the Vehicle if returned substantially less clean than when rented; (g) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) **after the due-in date**, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; (h) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and (i) a dumping fee of \$100 if the Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle. **All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**
43. **Processing Fee.** ALL charges and fees will also be subject to a 10% processing fee.
44. **Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Vehicle.
45. **Prohibited Uses.** The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement: (a) **Towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for commercial purposes without our written consent; (vi) to carry dangerous or hazardous items or illegal material; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer's suggested tow rating for the Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xi) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xii) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle; (c) Failing to properly secure the vehicle to the towing vehicle; (d) Failing to summon the police to an accident involving the Vehicle; (e) Damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Vehicle without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Vehicle; (h) Transporting passengers in or on the vehicle if the Vehicle is being towed; (i) Placing signs or lettering on the outside of the Vehicle; (j) Placing loudspeakers or other sound equipment on the exterior of the Vehicle; (k) Failing to use the Vehicle in compliance with all instructions and warnings provided by us; (l) Using fuel with an octane rating higher than 87 if the Vehicle is equipped with an outside fuel station; and (m) Smoking in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).****
46. **Miscellaneous.** This agreement is in addition to the rental platform (Outdoorsy, RV Share, Booking Central, RVnGO etc) rental contract. Both contracts are in effect, together, during the rental period. Any part of the rental platform agreement that acts in a manner to void this one (or parts of it) is revoked by the renter and owner, as indicated by the signatures below. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. 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 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. 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. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in jurisdiction.