

RV RENTAL AGREEMENT

TERMS & CONDITIONS

1. Definitions.

"Agreement" means all terms and conditions found in this document, any addenda, any exhibit, and any additional materials you sign or we provide at the time of rental.

"Authorized Driver" means all drivers that have been pre-approved, provided that each such person has a valid driver's license and is at least age 25. Also known as Verified Driver. Only Authorized Drivers are permitted to drive the Vehicle. All persons referred to as an Authorized Driver are jointly and severally liable and bound by this Agreement in regard to use of the Vehicle. Each Authorized Driver expressly warrants and guarantees that by operating the Vehicle, the Authorized Driver is competent, capable, licensed, and qualified to operate such Vehicle.

"Charges" means the fees and charges that are incurred under this Agreement.

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

"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.

"Online Rental Company" refers to internet-based RV Rental companies such as, but not limited to, RVerzy, RVShare, and Outdoorsy.

"PTAF" stands for Public Transportation Assistance Fund. See Section 13.11 Taxes for where this is applicable.

"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" means the RV specified, including any ancillary parts, and all its tires, tools, accessories, equipment, keys, and ancillary equipment documents.

"We", "our", or "us" means the rental company named Home-Away-from-Home Properties LLC, as well as our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties.

“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 our or your direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement.

2. Rental, Indemnity, and Warranties. You warrant and represent that the Vehicle is only being used for recreational purposes and that you shall operate the Vehicle in conformance with all applicable laws, rules and regulations, and this Agreement. You also agree that only authorized drivers age 25 and over may operate the Vehicle. We may repossess the Vehicle at your expense, without notice to you, if the Vehicle is abandoned, or used in violation of the law or this Agreement.

You agree to indemnify us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs, and attorney 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 is fit for a particular purpose.

3. Condition and Return of Vehicle. We make no warranty regarding the condition of the Vehicle other than the Vehicle shall be provided to you on the Pick-up Date in clean and operating condition. We make no other warranty or representation, expressed or implied, regarding the Vehicle, and specifically disclaims any warranty of merchantability or fitness for a particular purpose. You agree that the taking delivery of the Vehicle is an acceptance of the Vehicle in clean, good, and working condition.

You agree to maintain the Vehicle and return it to the drop-off location on the date specified and time agreed upon, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after the drop-off date, 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 Period must have our prior written approval. You must check and maintain all fluid levels during the Rental Period and return the Vehicle full of gasoline.

If the vehicle is winterized when you pick it up, due to the air temperatures being below 35°F, you must wait to de-winterize it until the low temperature, as reported by The Weather Channel, is at least 35°F. You also agree to re-winterize it prior to the air temperature dropping below 35°F.

4. Prohibited Uses. The following uses of the Vehicle are prohibited and are breaches of this Agreement. You shall not use or permit the use of the Vehicle:

(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 Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Vehicle;
- (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, to teach anyone to drive, or to carry objects on the roof of the Vehicle;
- (g)** in any race, speed test or contest;
- (h)** to carry dangerous or hazardous items or illegal material;
- (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 Vehicle;
- (k)** on unpaved surfaces, except at campgrounds;
- (l)** to transport more persons than the Vehicle has seat belts, which is seven (7), 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 Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle;
- (p)** in a manner that causes damage to the Vehicle due to inadequately secured cargo;
- (q)** after an accident unless and until you summon the police to the accident scene;
- (r)** in or through a structure of an underpass, gas station, drive-through, or other object where there is insufficient clearance (width or height);
- (s)** by anyone who is sending an electronic message, including text (SMS) messages or emails, or using any video application, such as FaceTime, or watching a movie, TV show, or video while operating the Vehicle; or
- (t)** in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental.

Sitting, standing, or lying on the roof of the Vehicle, as well as smoking in the Vehicle is also prohibited.

Taking the Vehicle to Mexico is strictly prohibited. If involved in an accident, authorities may impound the Vehicle; furthermore, repair parts and facilities for this type of Vehicle are much more difficult to find than in the states.

The Vehicle is equipped with a GPS tracker and a dash cam. There is no microphone for the dash cam, but privacy is not guaranteed. Do not disable or cover the GPS tracker or dash cam.

PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).

5. Insurance. You must either purchase insurance directly from us or use the insurance provided by an Online Rental Company, if the option is given; depending on the Online Rental Company and time of year, there may not be an option to use their insurance; in that case, our insurance must be purchased.

Our RV rental insurance is a commercial policy through MBA Insurance that provides comprehensive and collision coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. The comprehensive portion covers fire, theft, vandalism, weather related damage, and hitting animals. Any insurance we are required to provide is in excess to any other valid and collectible insurance whether primary, secondary, excess, or contingent. The policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. PIP, medical payments, no-fault, uninsured, or under-insured motorist coverage will be for the minimum limits required by applicable law. For Pennsylvania, the Policy provides coverage for the minimum limits of \$15,000 bodily injury liability per person, \$30,000 bodily injury liability per accident, and \$5,000 in property damage liability per accident. **The Policy has a \$1500 deductible for both comprehensive and collision.** The cost of property damage is the actual cash value or the cost of repair, whichever is less, minus the deductible.

When you rent directly from us, and not through an online RV rental company, you have the option to purchase Supplemental Liability Insurance (SLI) directly from MBA Insurance. SLI is excess liability insurance that is meant to protect you against third party claims for bodily injury and property damage that far exceed the limits provided by the Policy. For \$14.95/day, it increases the liability limits provided on the underlying policy up to \$1,000,000 in bodily injury and up to \$50,000 in property damage liability. SLI is purchased directly through MBA Insurance's website, using our policy number.

You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. 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. Coverage under the Policy is void if you allow the Vehicle to be operated by an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

You are responsible for all damage to or loss or theft of the Vehicle, 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: (1) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (2) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (c) 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 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.

6. Seat Belt Laws. Each front seat occupant of the Vehicle must wear properly fastened seat belts whenever the vehicle is in motion. The Commonwealth of Pennsylvania does not require a vehicle rental company to provide child safety seats, but it does require that children under the age of 4 be transported in safety seats that meet federal standards. Children between ages 4 and 18 must be placed in a safety seat or in a seat belt.

7. Your Property. You release us 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 whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

8. Our Responsibility to You if the Vehicle becomes Inoperable. If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the Base Rental Rate times the number of days the Vehicle is inoperable. Nonetheless, we will do everything we can to help get the Vehicle operable as soon as possible.

9. Rental Period. You agree to rent the Vehicle for the number of nights listed on Page 1 of this Agreement commencing on the Pick-Up Date and ending on the Drop-Off Date (collectively the "**Rental Period**", as listed on Page 1 of this Agreement.)

You shall pick up and take delivery of the Vehicle on the Pick-Up Date, at the agreed upon time, and at the location listed on Page 1 of this Agreement. Allow at least an hour for the walkthrough and orientation. Unless otherwise specified in a writing signed by you and us, you agree that upon taking delivery of the Vehicle from us, the Vehicle is in good and working condition.

You shall return the Vehicle on the Drop-Off Date, at the agreed upon time, and at the location listed on Page 1 of this Agreement. Allow at least an hour for check-in and walkthrough. Unless otherwise agreed to in writing by us, there is no early pick up or late delivery. Alternative times may be requested, but may not be granted; it is at our sole discretion. You shall call or text using the phone number listed on Page 1 of this Agreement to advise us what time you will be arriving at the drop-off location.

If you would like to extend the Rental Period, you must ask us and we must provide written acceptance in the form of an email from the HomeAwayFromHome.Properties domain. An extension will only be granted if it doesn't adversely affect us or other customers. The Rental Period may only be extended in full night increments and will be charged the Base Rental Rate,

plus insurance and taxes. Any use of the Vehicle beyond the Return Date, that has not been authorized in writing by us, will incur additional nightly charges equal to twice the Base Rental Rate, plus insurance and taxes.

This Rental Agreement is only valid for Rental Periods of 29 days or less. If the desired Rental Period is greater than 29 days, multiple agreements will be required, where each one shall be signed within five (5) days of the next Rental Period.

10. Maximum Number of Occupants. The maximum number of occupants for the Vehicle is seven (7). You shall not exceed the maximum number of occupants. You shall ensure that all occupants sign and provide us with the accompanying **RELEASE OF LIABILITY** form attached hereto as **Exhibit 1** prior to departure. All minors must have a legal guardian sign a Release of Liability form before being an occupant of the Vehicle.

11. Authorized Driver Information. You shall provide us with the names of each Authorized Driver that may operate the Vehicle during the Rental Period and their driver's license number, mailing address, telephone number, and proof of insurance.

12. Security Deposit. A Security Deposit, listed on Page 1 of this Agreement, shall be paid by you 10 days prior to the Pick-Up Date. It is fully refundable less the following debits:

- (a) exterior damage;
- (b) roof damage;
- (c) undercarriage damage;
- (d) optional equipment damage or loss;
- (e) interior damage;
- (f) interior excessively dirty;
- (g) holding tanks not dumped;
- (h) gas tank not full;
- (i) additional mileage;
- (j) additional generator hours;
- (k) additional rental days;
- (l) cleaning fee for smoke removal services;
- (m) pet cleaning fee;
- (n) key replacement fee;

(o) returned check fee;

(p) tolls; and

(q) any unpaid obligations under the terms of this Agreement.

The unused portion of the Security Deposit will be returned to you within 10 days from the Drop-Off Date. There are no cash refunds. If renting directly from us, the unused portion of the will be returned in the form of a check from us. If renting through an Online Rental Company, the unused portion will be returned by them. You are liable for any sums due or damages exceeding the amount of the Security Deposit and agree to pay the same upon presentation by us.

13. Charges and Costs. In addition to the Base Rent for the Rental Period(s), you shall pay: (a) for all fuel required by the Vehicle during the Rental Period(s); (b) a fuel charge of \$50 plus cost of fuel for returning the Vehicle with less fuel than when rented; (c) excess mileage fee, if over the included mileage; (d) optional products and services you purchased; (e) applicable taxes and surcharges; (f) 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; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (h) replacement cost of lost or damaged parts and supplies used in Optional Equipment; (i) a fee for losing keys; (j) \$35 for returned and unpaid checks; (k) any damages to 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.**

13.1 Base Rental Rate. You rent the vehicle from us on the terms and conditions of this Agreement at the Base Rental Rate as listed on Page 1 of this Agreement, which is exclusive of the other charges and fees more specifically set forth herein.

13.2 Additional Mileage Charge. The Base Rent includes a nightly **Mileage Rate** as listed on Page 1 of this Agreement. Each additional mile over the included mileage shall be charged and paid by you at **\$0.25 per mile**.

13.3 Additional Generator Use. The Base Rent includes **6 hours** of generator use per night of the Rental Period(s) (the "Base Generator Use"). Each additional hour of generator use over and above the Base Generator Use shall be charged and paid by Renter at **\$6 per hour**.

13.4 Optional Equipment. We offer certain Optional Equipment, including camp chairs with side tables and an ottoman, 2-person inflatable kayak with electric pump, paddles, and life jackets, a portable grill with grilling tools, and LED-illuminated, regulation size, cornhole boards with dual-surfaced cornhole bags, and an inflatable mattress, upon request and subject to availability for your use during the rental at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.** If anything is damaged or lost, the cost of replacement will be debited from the security deposit.

13.5 Cleaning Fee. Renter shall pay a Cleaning Fee as listed on Page 1 of this Agreement. The Cleaning Fee is non-refundable and covers interior and exterior Vehicle cleaning, washing of linens, window and windshield cleaning, and restocking all supplies.

13.6 Dump Fee. You Shall pay a **\$100 Dump Fee** if the Gray or Black tanks are not empty upon the return of the Vehicle.

13.7 No Smoking. There is absolutely no smoking in the Vehicle. If the Vehicle smells of smoke upon return, you agree to pay an additional **\$500** cleaning fee for smoke removal services.

13.8 Keys. You are responsible for all Vehicle keys which includes the truck key, the coach key, and the storage key, You shall pay the cost of **\$30** each to replace any keys lost or destroyed. If you encounter a loss of Vehicle keys, we will make new keys available for you to pick up from us or have shipped to you at your expense as soon as reasonably possible. No refund or credit shall be given for loss of use of Vehicle due to lost keys

13.9 Pets. Pets are only allowed in the Vehicle on a case-by-case basis. The first page will indicate if pets are allowed. If they are not allowed, yet you allow a pet or pets in the Vehicle, you agree to pay an additional cleaning fee of **\$200**.

13.10 Responsibility for Tolls, Traffic Violations, and Other Charges. You are responsible for paying all tolls ("**Tolls**"). The Vehicle may be equipped with an E-ZPass electronic toll collection system for use on most tolled roads, bridges, and tunnels in the Midwestern and Eastern United States. All E-ZPass tolls will be paid out of the Security Deposit. You are responsible for paying all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "**Violation**") assessed against you, us, or the Vehicle during the Rental Period(s). If we are notified by charging authorities that we are responsible for payment of a Toll or Violation, you authorize us to get the funds for payment from the Security Deposit.

13.11 Taxes. According to 61 Pa Code §47.19, every motor vehicle rented for 29 or less consecutive days is subject to 6% sales tax and a \$2/day PTAF Motor Vehicle Rental fee. If, however, the motor vehicle is rented for 30 or more consecutive days, a 3% PTAF lease tax is applicable instead of the PTAF fee. We shall collect the taxes and fees and remit them to the Commonwealth of Pennsylvania.

14. Payment Policy. If renting directly from us, at the time of signing the Agreement, you shall pay us half of the total rental cost; the remaining half, shall be paid 30 days prior to the Pick-Up Date. If renting through an Online Rental Company, they will handle all rental payments.

15. Reservation Changes. Cancellations made ninety (90) days or greater from the Pick-Up Date will receive a full refund. If canceled within 90 days of the Pick Up Date, refunds will be given under the following conditions: (1) no refund will be given unless we are able to re-rent the Vehicle for the duration of the Rental Period contracted by you; or (2) if the Vehicle is re-rented for a lesser time than the duration of your Rental Period, you will receive the amount equivalent to the re-rented dates.

Reservation date change requests can be made within three (3) days of the Pick-Up Date, but a change will only be granted if it doesn't adversely affect us or other customers. We are under no obligation to change the reservation dates.

We reserve the right to cancel this Agreement without notice, prior to the Pick-Up Date for any reason or condition we deem necessary. If we cancel the Agreement prior to the Pick-Up Date, we will refund your payments in full, unless the cancellation is due to you violating this Agreement.

16. Termination. Your use of the Vehicle shall terminate at the earlier of the end of the Rental Period described in the Agreement, or at any time prior to the completion thereof by us with or without cause by giving cancellation notice in writing to you. 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.

17. Waiver. 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.

18. Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. Governing Law. 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 that jurisdiction.

20. Counterparts. This Agreement and any attachments or Exhibits requiring signatures may be executed in counterparts including by electronic email or fax, but all counterparts shall constitute but one and the same document.

21. Amendments. This Agreement may be amended or modified only by a document in writing, signed by each of the parties to this Agreement.

By signing below, you agree to the Terms and Conditions of this RV Rental Agreement and acknowledge that you had an opportunity to read the entire Agreement before signing. All Charges are subject to final audit.

Renter's Signature & Date _____

Authorized Driver #1's Signature & Date _____

Authorized Driver #2's Signature & Date _____

Authorized Driver #3's Signature & Date _____

Authorized Driver #4's Signature & Date _____

EXHIBIT 1

RELEASE OF LIABILITY

I, the below signed, on my behalf and on behalf of my minor child(ren) or occupant(s) of the vehicle invited by me:

(1) acknowledge that the operation and use of the vehicle can be dangerous and cause serious bodily injury, property damage, or death by any known or unknown causes and conditions;

(2) voluntarily assume all risk of injury, harm, or loss associated with the operation and use of the Vehicle;

(3) shall indemnify and hold the owner of the Vehicle harmless from any and all claims, causes of action, loss, or damages arising out of or related to my use or occupation of the Vehicle including, without limitation, reimbursement of the owner's attorney fees and costs;

(4) waive and release the owner of the Vehicle from any all liability including, without limitation, any damages, claims, causes of action, known or unknown, or any bodily injury, property damage, or death, related to my occupancy, use or operation of the vehicle, or that of my designated driver(s) or minor occupants, or loss of theft of personal property.

I, the below signed, warrant and represent that if I am signing this release of liability on behalf of a minor child or occupant, that I have the power and ability to do so as legal guardian and have listed their name and age below.

I read and agree to the terms of this RELEASE OF LIABILITY.

Renter's Signature & Date: _____

Renter's Printed Name: _____

All occupants of the Vehicle shall be listed below:

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____