

Rental Agreement

This Rental Agreement (the "Agreement"), effective as of the date of the last signature below ("Effective Date"), is made by and between the undersigned Owner and Renter, each individually referred to herein as a "Party" and collectively as the "Parties." This Agreement supplements and extends the terms and conditions of that certain Terms and Conditions document signed by Renter ("Terms and Conditions document") and provided together with the Agreement. All terms not defined in this Agreement shall have the meanings set forth in the Terms and Conditions document.

Recitals

1. Renter agreed to rent Owner's vehicle as provided in and subject to the terms and conditions of the Terms and Conditions document.
2. The Parties desire to supplement the terms and conditions of the Terms and Conditions document with the terms and conditions of this Agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

1. Rental Vehicle and Term.

- 1.1. Subject to the terms and conditions of this Agreement, Owner hereby rents to Renter Owner's vehicle identified in the Face Page Agreement ("Rental Vehicle").
- 1.2. The term of this Agreement ("Term") begins on the Renter Pickup date and ends on the Renter Dropoff date as provided in the Terms and Conditions document. The Parties may modify the duration of the Term by mutual consent in writing.

2. Return of Rental Vehicle; Security Deposit.

- 2.1. Renter agrees to return the Rental Vehicle in a clean state and in substantially the same condition it was in at the time of Renter Pickup. Pursuant to the foregoing, Renter agrees to clean the Rental Vehicle, including by, but not limited to, wiping down counters, rinsing off tableware and cookware, removing all trash and debris from the vehicle, and emptying all gray water and black water, prior to returning the Rental Vehicle. An additional cleaning fee, not to exceed \$399.00, may be charged in addition to the Cleaning Fee to the extent that the condition of the Rental Vehicle upon return is substantially different from its condition on the date of the Rental Pickup.
- 2.2. Renter agrees to return the Rental Vehicle by the Renter Dropoff date. The Term is measured in 24 hour increments, and Renter agrees to pay a fee of \$20 per hour for every hour past the Renter Dropoff date.
- 2.3. Renter agrees that the Rental Amount includes two hundred (200) miles per day, and that any additional miles will be charged at \$0.35 per mile.
- 2.4. Renter agrees that the Security Deposit will be released, less any additional mileage charges in Section 2.3 and/or other fees, within seven (7) business days following the end of the Term. Other fees may include late return fees, loss or damage to the vehicle other than normal wear and tear, any storage charges Renter incurs as a result of Renter's actions, any towing charges not covered by roadside assistance insurance, any costs associated with locating and recovering the Rental Vehicle if Renter fails to return it by the Renter Dropoff date. If the amount of Renter's Security Deposit is insufficient to satisfy all amounts due then Renter agrees to pay all charges in excess.

3. Renter's Obligations, Representations and Limitations; Insurance.

- 3.1. Renter agrees to not smoke cigarettes, tobacco, marijuana or any other smoking or vaping devices inside the vehicle. Renter acknowledges and agrees that Renter may be subject to an additional cleaning fee of \$399.00 and/or forfeiture of the Security Deposit at Owner's discretion. Renter agrees to not perform or permit any actions prohibited by applicable law in connection with operating or using the Rental Vehicle.
- 3.2. Renter agrees that the Rental Amount includes the insurance provided through Willow Tree Rentals, which includes comprehensive and collision insurance with a maximum deductible of \$1000. Renter acknowledges that such insurance does not include 24-hour roadside assistance.

Renter agrees to purchase liability insurance through Willow Tree Rentals insurance provider, MBA Insurance. Daily cost is dependent on the value of the Rental Vehicle and selected coverage.

If required by Owner, Renter agrees to have and show proof of 24-hour roadside assistance (such as AAA premium), and if not, Renter acknowledges that the Rental Amount may include a 24-hour roadside assistance package provided through Willow Tree Rentals.

- 3.3. Notwithstanding the foregoing Section 3.2, should the Rental Vehicle need to be towed for any reason during the Term, Renter shall be solely responsible for the cost of towing the Rental Vehicle if Renter does not have appropriate roadside assistance.
- 3.4. Renter represents that all reported Verified Drivers in the Terms and Conditions document have valid license(s) and only such drivers will operate the Rental Vehicle. Renter represents that all information reported for such driver(s) are accurate, and that no other driver(s) shall operate the Rental Vehicle.
- 3.5. Renter is responsible for checking and maintaining all fluid levels during the rental period. This includes checking the generator oil daily if you use the generator. Renter acknowledges and agrees that if a mechanical failure occurs during the Term as a result of his/her negligence regarding the foregoing, Renter will be solely responsible for the costs associated with all repairs as well as any loss of use of the Rental Vehicle incurred by Owner. In addition, Renter acknowledges that he/she is responsible for any damage to the Rental Vehicle and related costs arising from and related to Renter's negligence, including, but not limited to, driving for extended periods on a spare tire, failing to address warning lights or other signals of malfunction, not following instructions for proper operation of camping features, or driving off-road.
- 3.6. Renter agrees to not tow or allow the Rental Vehicle to be towed off-road. Renter agrees to not tow, operate, or transport the Rental Vehicle outside of the continental United States or Canada; and Renter agrees to not permit or authorize or otherwise allow any driver or third party to do so. Renter acknowledges that he/she is responsible for reporting all accidents, incidents of vandalism, or theft to Owner and law enforcement promptly upon discovery.

4. Owner's Responsibilities; Disclaimer of Liability; Indemnification.

- 4.1. The Parties agree that if the Renter is unable to operate the Rental Vehicle during the Term due to a mechanical failure not due to Renter's action or omission, the Owner shall be responsible for completing, in a reasonable period of time, any necessary repairs to the Rental Vehicle. Unless authorized by Owner, Renter agrees to not perform any repairs, replacement of parts, or any other service to the Rental Vehicle.
- 4.2. The Parties agree that Owner may repossess the Rental Vehicle at Renter's expense without notice (a) if Renter fails to return the Rental Vehicle by the end of the Term or (b) if the Rental Vehicle is used in violation of this Agreement or applicable law.
- 4.3. Owner is not responsible for any personal property that remains in or on the Rental Vehicle upon return at the end of the Term. Renter releases Owner from all claims for, loss of, or damage to, Renter's personal property or that of any other person that was left or carried in or on the Rental Vehicle.
- 4.4. OWNER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO RENTER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROPERTY, USE OF RENTAL VEHICLE, OR VACATION TIME), ARISING OUT OF THIS AGREEMENT AND/OR THE USE OR INABILITY TO USE THE RENTAL VEHICLE EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE LIABILITY OF OWNER TO RENTER IN CONNECTION WITH THIS AGREEMENT OR THE RENTAL VEHICLE EXCEED THE CHARGES PAID BY RENTER TO OWNER UNDER THIS AGREEMENT.

- 4.5. Renter agrees to indemnify Owner and hold Owner harmless from any and all liability, loss, claim, damage, expense or cause of action resulting in whole or in part from (a) Renter's breach of the terms and conditions of this Agreement, (b) Renter's breach of his/her representations under this Agreement, or (c) Renter's possession or operation of the Rental Vehicle.

5. General Provisions.

- 5.1. Any notice required under this Agreement shall be in writing to either Party at the applicable address given at the time of booking or to such other address, including email address, as that Party shall have designated by notice in writing.

- 5.2. The section headings in this Agreement are for convenience of reference only, and will not be deemed to be a part of the Agreement or be referred to in connection with the construction or interpretation of the Agreement.
- 5.3. This Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law provisions. If any legal action is brought by either Party against the other regarding the subject matter of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees.
- 5.4. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, each such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable.
- 5.5. No term of this Agreement shall be waived or modified except in writing signed by both Parties. Renter may not assign his/her rights under this Agreement without the prior written consent of Owner. This Agreement and the Terms and Conditions document constitute the entire agreement between the Parties with respect to renting the Rental Vehicle, and supersedes any proposal or prior agreement, oral or written, and any other communications between the Parties relating to the subject matter of this Agreement.

The Parties hereby agree to the terms and conditions set forth above and execute this Agreement as of the Effective Date.

RENTER'S SIGNATURE

OWNER'S SIGNATURE

Name: _____

Name: _____

Date: _____

Date: _____