

Rental Agreement Terms and Conditions

1. Definitions. "Agreement" means all terms and conditions found in these Terms & Conditions, the Face Page, 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 non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle's equipment, awnings, keys and Vehicle documents. 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. "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. 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 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.

3. Your Representations and Warranties. 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.

4. 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 loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval.

5. 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.

6. 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 materiel; (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 while 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).

7. Optional Equipment. We offer certain Optional Equipment, including navigational systems, kitchen or linen packages, and child safety seats, 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 you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location.

8. Insurance. We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amount. 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.

9. **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 \$200 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. 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.

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. **Responsibility for Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly 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. If we are notified by the charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm (“Processor”) of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to

charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

12. 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 daily rental rate times the number of days the Vehicle is inoperable.

13. 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.

14. Miscellaneous. 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 that jurisdiction.

Rental Agreement Addendum 1

Our #1 goal is to help you have a great camping experience- because we know how fun, relaxing, and exciting it can be! We provide rental equipment that makes camping trips more enjoyable and following the terms of this Addendum is meant to help you have a better trip.

We want to share lots of information with you- thanks for your patience! In addition to reading these terms, you also agree to watch any videos that help explain the operation of the rental equipment and to take the time to go over all equipment at time of delivery. Please make sure to allow ONE HOUR at time of delivery for set up and instructions. (We know you want to get on with your camping so the more you read and watch ahead of time the quicker we can be...)

Payment/ Cancellation Policy: A deposit of 50% of Rental Charges is due at time of Reservation and full payment is due 30 days before the Check Out Date. Renter may receive full refund of money collected up to 30 days before rental, 50% refund of money collected within 30 - 14 days of rental, no refund within 14 days of rental. A \$99 cancellation fee will be applied to all partial and full refunds.

NO SMOKING. NO EXCEPTIONS: Smoking (including cigars, pipes, drugs, vapes, e-cigarettes, etc) in the unit or in any way making the camper smell like smoke forfeits your entire security deposit. This includes smoking outside the camper or having smoke on you or your clothing if it makes the camper smell like smoke.

NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit.

Odors / Cooking: We do not allow anything that can create a difficult to remove smell in the RV, such as raw fish or cooking with heavy spices such as curry or strong gumbo. Please be considerate of the campers who are using the equipment after you. You acknowledge we will charge a minimum Excessive Cleaning Fee of \$100 to remove smells.

No Refunds for Early Returns: If you return early we do not refund the days you will not use. This includes if you have an accident or crash in the unit, however if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.

End of Rental Period: If you are late for Check In there is a \$40 per hour late fee. You will also be responsible for the cost of any canceled rentals due to your late Check In.

You will be charged for a full-day rental at regular price for every day past the Check In day if the camper is not returned on time, regardless of the time of day returned. Abandoning the

camper or failure to Check In the camper on the Check In date will result in automatic forfeiting of your entire security deposit.

The Renter listed on the Agreement agrees to be present at Check Out and Check In and agrees to complete all required forms. Failure to be present at Check In and complete all forms will result in the forfeiture of your security deposit.

Our standard Check In time is 12:00 noon. Sometimes we can be flexible with our Check In times and may also ask you to be flexible with us, especially on a Sunday morning Check In- thank you in advance! All changes to Check In times must be made prior to the last day of the rental period and be approved in writing.

Campground Reservations: You are responsible to make and pay for all camping arrangements. You must have adequate supplies of water and power and ways of dealing with your waste water. You agree you will dispose of waste water in a sanitary manner and that we are not responsible for any such violations, including campground or government fines.

We provide 25 feet of water hose, 25 feet of power and 10 feet of sewer line. Most campsites are equipped with standard 30amp and 50amp RV outlets. While we do allow camping without power and water hook ups, boondocking, it will require you to make extra preparations. Arrangements for additional needs must be made in advance and agreed to in writing; some fees may apply.

You also acknowledge that any campsite must be suitably clear and level with easy access for a large RV. We reserve the right to refuse or cancel rentals if we are concerned about the camping location. If an unsafe or inadequate campsite is discovered upon delivery, the camper will return with us and you will forfeit any rental fees.

You acknowledge and understand that there is no Re-Supply policy. The RVs are rented equipped with gray, black, and fresh water holding tanks. If you camp in a site without hook ups, it is your responsibility to ensure that these resources last your entire stay. We will not provide additional water, holding tank capacity, propane, or batteries during your rental period.

NOTE: Damage can occur to the camper, especially the ACunit, if there is not adequate power. You must use an outlet with at least a 30amp breaker. Never plug the camper into a "household" outlet using an adapter. Also, using too much electrical equipment at once, (eg. AC, electric water heater, hair dryer, microwave) may overload the system and cause damage. You will be responsible for any damage caused by insufficient power.

Generators: These are not designed or allowed to be used as primary power while you are camping by running them constantly for extended periods of time. If you desire air conditioning you need to use a campsite with "shore power." Use extreme caution if using the generator while anyone is sleeping in the unit due to the possibility of carbon monoxide— a deadly hazard.

Waste Holding Tanks: We will empty the tanks for you at the end of your rental. If you are on a longer rental and the tanks fill up, you will be responsible for emptying. We can provide a “tank tote” to haul waste water to the dump station using your car’s hitch. (Try to find “full hookups to make life easier!)

The black water tank will usually last a week under normal usage. The grey water tank can fill pretty quickly, especially with long showers... Check the gauges to see how full the tanks are, but understand that the black water sensors frequently misread the tank as more full than it is. If the grey water tank is full, it will back up into the shower; dump it immediately because it will start to stink.

NOTE: An RV toilet is not like a regular toilet- there is no water in the bowl. Add water to the bowl before using it and make sure to use plenty of water when flushing; this helps empty the black water tank. We will have added RV toilet sanitizer prior to delivery. If you empty the black tank, you will need to add ONE tablet into the toilet with about a gallon of water.

Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee. (If you must use 2-ply, unfortunately you would have to dispose of it outside of the toilet.)

Propane: One propane tank will be filled for you- more than enough for most camping trips. On campers with more than one tank, if one tank runs out you simply remove the cover on the front of the camper, shut off the empty tank, switch the selector and open the full tank. After that, it may be helpful to light the stove for a few seconds to bleed air out of the propane lines. When using the propane grill/ stove in the outdoor kitchen, make sure to turn the propane valve at the back of the camper on and off each time you use it. Of course, please be careful when using propane, it is highly flammable.

Water and Water Heater: You agree to use the water pressure reducer that we will supply at all times while camping and to not use a source of water over 60psi. You must turn off the water immediately if a leak is found or expected; you acknowledge responsibility for damages that occur to the camper for failure to address leaks in a timely manner. The water heater, using either electric power or propane, must be turned off if there is no water supply; it will burn up the water heater if it runs while empty. Damage caused by running the water heater with no water will be deducted from your security deposit.

Awnings: We discourage the usage of the exterior awnings. This is for your protection because they are very expensive to replace and can be damaged very easily due to weather or accidental misuse. If you do use them, open them while in use and then immediately close them. It is also important to have the awning at an angle so rain can flow off of it easily; water accumulating on the awning will damage it. Make sure to close the awning overnight, when you are away from the camper, and/or if a storm is forecast. Damage caused by the awnings will be deducted from your Security Deposit amount.

Roof Access: No roof access or ladder access is permitted at any time. Roof damage is very expensive and being on the roof is dangerous. You agree to ensure no one climbs on the ladder or roof and to hold us harmless in any such event. Evidence of climbing on the ladder or roof will forfeit your entire security deposit. Contact us immediately if you suspect a roof leak or damage. Failure to address roof leaks in a timely manner could cause damage that will be deducted from your security deposit.

Pets: We know pets are part of the family so we allow pets under 50lbs, but an extra Pet Cleaning fee of \$100 applies. Many renters are allergic to pets so we must clean the RV after a pet has been in it to remove all the pet hair and dander. Do not leave pets in the RV unattended; they can become anxious in a new environment and cause damage. Cleaning pet urine will be charged above the regular Pet Cleaning fee and can be extensive. You acknowledge you are responsible for any damage or odor caused by your pet.

Payment: You must have a Visa, MasterCard, American Express or Discover Card to rent a camper. One-half of the rental fees must be paid at time of booking and the remaining balance is to be paid and authorized by you within 30 days prior to departure.

Security Deposit: All rentals require a Security Deposit made on a major credit card. The name on the credit card must match the name of the primary renter as evidenced by the Driver's License, Insurance Card and proof of employment. Your security deposit is refunded after the unit is checked in if there is no damage, missing items, or issues requiring funds from the deposit. You authorize us to make additional Charges to any credit card used for Charges or Security Deposit to cover costs associated with damages, deductibles or fees.

Cleaning: We will clean the camper for you so you can enjoy your vacation! However it cannot be "trashed" or beyond what is reasonable and you acknowledge we will charge an Excessive Cleaning fee of a minimum \$100 depending on the extent of the mess.

Mechanical Breakdown: Recreational Vehicles, just like any other mechanical equipment, can have problems. Any critical item needing repair will be fixed ASAP. You agree that during the course of your trip, if any of the campers systems are not functioning you are responsible for contacting us. Please understand that RV systems that don't affect the drivability of the unit are not considered "critical" and we will authorize repair during the rental period on a case by case basis. You agree and understand non-operating secondary systems do not constitute a refund or discount of any kind. Refrigerators, TVs, DVD, Awnings, Roof Vents, Step, Water Heater, Shower, Microwave, Reading Lights are all considered secondary systems.

Reimbursement for Repairs: We strive to maintain our camper in great shape so repairs can be kept to a minimum. Repairs must be pre-approved in writing. You must bring back the defective part you replaced and the receipt for reimbursement. If you purchase an item (sewer or water hose, etc) the item you purchased and the receipt must be surrendered upon return.

Freezing Weather: If you operate an RV in freezing weather, it is your responsibility to winterize and drain the water lines to prevent freezing; you are responsible for any freeze damage to the plumbing system.

Contingencies: Our ability to provide the rental unit you reserved is contingent upon the previous customer returning the unit on time and undamaged. If a unit is not returned, damaged, or otherwise not road worthy when returned from a prior rental and there is no time to repair the unit before your rental, you will receive a full refund of your rental fees.

Examination: You acknowledge that you have carefully examined the RV and have marked any previous damage on the Check-Out form. You find the RV suitable for the purpose for which it is leased. You agree to maintain the RV, its contents and rented equipment in a safe, and dependable condition while in your custody.

You agree to examine the RV at regular intervals during the Rental Period and to maintain the equipment in the same condition it was delivered. You further agree to inspect the unit for pests, including mice, ants, and other bugs, and to treat the camper to deal with any pests; notify us immediately if any pests are detected. You agree you are responsible for any consequence of not examining the RV on a regular basis and to hold us harmless.

LIABILITY INSURANCE: Renter is responsible for all damage or loss you cause to others. You may purchase supplemental liability insurance (SLI) directly from MBA Choice Insurance. SLI is additional insurance coverage for the renter that provides third party liability up to \$1,000,000 for bodily injury liability and \$50,000 for property damage liability on rental trailers. If you elect to purchase SLI, you will have the option to purchase PEI (Personal Effects and Personal Accident Insurance) insurance. PEI Insurance offers coverage for your personal possessions as well as coverage if you are injured.

Rental Agreement Addendum 2

FEES ADDENDUM

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE AGREEMENT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT. THESE INCLUDE, BUT ARE NOT LIMITED TO:

KEY REPLACEMENT

\$50 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

SHORE-POWER ELECTRICAL CORD REPLACEMENT

\$150 TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD

SEWER HOSE REPLACEMENT

\$50 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

EXCESSIVE CLEANING

\$50/HR (2 HOUR MINIMUM) FOR CLEANING REQUIRED BEYOND WHAT IS REASONABLY EXPECTED DURING A RENTAL. THIS INCLUDES ODOR REMOVAL AND PET URINE REMOVAL

SMOKING IS STRICTLY PROHIBITED

SMOKING IN THIS UNIT OR CAUSING THE UNIT TO SMELL LIKE SMOKE WILL BE CAUSE FOR FORFEITURE OF ALL SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES.

Renter Signature and Date

Renter Printed Name

Owner Signature and Date