

VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

("Terms & Conditions")

1. Definitions.

"Agreement" means all terms and conditions found in these Terms & Conditions, on our website, 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 Vehicle owner identified on the Face Page. **"Authorized Driver"** means the renter and each driver listed on the Face Page 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, all the Vehicle's equipment, awnings, keys and Vehicle documents. **"Loss of use"** means the loss of our ability to use the vehicle and/or optional equipment for our purposes due to vehicle and/or optional equipment damage or loss during this rental, including, without limitation, use for rent, display for rent and/or sale, opportunity to upgrade and/or sell and/or transportation of employees. **"Diminished value"** means the difference between the fair market value of the vehicle and/or optional equipment before damage and its value after repairs as calculated by a third party estimate obtained by us or on our behalf. **"Vehicle license fee"** **"Vehicle licensing"** **"Vehicle license prop tax"** **"Vehicle license cost recovery fee"** or **"motor vehicle tax"** means a vehicle and/or optional equipment license cost recovery fee based on our estimated average per day vehicle and/or optional equipment portion of our total annual vehicle licensing, titling and registration costs or as otherwise defined under applicable law. **"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. **"Optional Equipment"** means any item other than the vehicle obtained from us by the Authorized Driver.

2. Your Representations, Rental, Indemnity, 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; any optional equipment that utilizes fuel will not be utilized, stored or transported in 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. This is a contract for the rental of the Vehicle and/or optional equipment. We may repossess the Vehicle and/or optional equipment at your expense without notice to you if the Vehicle and/or optional equipment is abandoned or used in violation of law or this Agreement. Your use of the vehicle and/or optional equipment is voluntary and subjects you to the possibility of physical injury, which could be minimal, serious and/or result in death and the possible loss of or damage to our vehicle and/or optional equipment. 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, your use of the Vehicle and/or optional equipment, our repossession of it and/or any and all unsafe practices by you. **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. Condition and Return of Vehicle.

You must return the Vehicle and/or optional equipment to the place of pick up or other location that we specify, on the Date and Time Due- In specified on the Face Page, and in the same condition that you received it except for ordinary wear. Dirt and/or filth are NOT considered ordinary wear. You must empty waste tanks, clean the vehicle and/or optional equipment and complete any other task assigned by us. If you wish to extend the Rental Period, you must do so by obtaining written permission and booking a rental extension with us. If the Vehicle and/or optional equipment is returned after the Date and Time Due-In, you remain responsible for the loss of and any damage to the Vehicle and/or optional equipment until we inspect it, and Charges may continue to accrue. Service to the Vehicle and/or optional equipment or replacement of parts or accessories during the Rental Period must have our prior written approval. You must check and maintain all fluid levels and return the Vehicle and/or optional equipment with at least the same amount of fuel as when received. Service to the Vehicle and/or optional equipment or replacement of parts or accessories during the rental must have our prior written approval.

4. Responsibility for Damage or Loss; Reporting to Police.

You are responsible for all damage to or loss or theft of the Vehicle and/or optional equipment, 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 (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the vehicle and/or optional equipment immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of the vehicle and/or optional equipment 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 and/or optional equipment is damaged or until it is replaced or repaired, which you agree represents a

Initial

reasonable estimate of loss of use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair or loss estimate as follows, which you agree is reasonable: \$0-\$250 damage/loss=\$50 fee; \$251-\$500 damage/loss=\$75 fee; \$501-\$750 damage/loss=\$100 fee; \$751-\$1500 damage/loss=\$150 fee; \$1501-\$2500 damage/loss=\$200 fee; over \$2500 damage/loss=\$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.

5. Prohibited Uses.

The following acts or uses of the Vehicle and/or optional equipment 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 and/or optional equipment 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 and/or optional equipment; (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 and/or optional equipment; (xi) in a manner that causes damage to the Vehicle and/or optional equipment 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; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle and/or optional equipment; (c) Failing to properly secure the vehicle and/or optional equipment to the towing vehicle; (d) Failing to summon the police to an accident involving the Vehicle and/or optional equipment; (e) Damaging the Vehicle and/or optional equipment by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Vehicle and/or optional equipment without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Vehicle and/or optional equipment; (h) Transporting passengers in or on the vehicle and/or optional equipment while the Vehicle and/or optional equipment is being towed; (i) Placing signs or lettering on the outside of the Vehicle and/or optional equipment; (j) Placing loudspeakers or other sound equipment on the exterior of the Vehicle and/or optional equipment; (k) Failing to use the Vehicle and/or optional equipment in compliance with all instructions and warnings provided by us; (l) Using fuel with an octane rating higher than 87; and (m) Smoking in the Vehicle and/or optional equipment without our written consent. Prohibited use of the vehicle and/or optional equipment violates this agreement and voids all insurance coverage (where permitted by law).

6. Optional Equipment.

We may offer certain Optional Equipment, which may include 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.

7. Charges and Costs; Reserve.

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, which may include a security deposit; (b) optional equipment rental, optional products and/or services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Vehicle and/or optional equipment if you fail to return it or if we elect to repossess the Vehicle and/or optional equipment 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 cleaning fee of \$125 per hour if the Vehicle and/or optional equipment is returned less clean than when rented; (g) a reasonable late fee if you do not return the Vehicle on the Date and Time Due-In, 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) if you do not return the Vehicle and/or optional equipment to the place of pick up or other location that we specify, the actual cost of recovery plus a \$250 surcharge; (i) replacement cost of lost or damaged parts and supplies used in Optional

Initial

Equipment; (j) a reasonable dumping fee if the Vehicle's and/or optional equipment waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle and/or optional equipment; (k) a reasonable refueling fee plus the cost of fuel if you fail to refill the fuel tank; and (l) replacement cost, or the cost of repairs, for any damage sustained to the Vehicle and/or optional equipment as previously specified in this agreement. 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.

8. 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 and/or optional equipment or in any service vehicle or at the place of pick up, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

9. 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 and/or optional equipment 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 of our choosing an administrative fee of up to \$100 for each such notification. You authorize us to release your rental and payment card information to a processing firm ("**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.

10. Our Responsibility to You if the Vehicle becomes Inoperable.

If the Vehicle and/or optional equipment becomes inoperable for more than 24 hours, the liability of both the Vehicle and/or optional equipment owner to you is limited to the daily rental rate times the number of days the Vehicle and/or optional equipment is inoperable. We are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by you as a result of breakdown or any problem(s) with the Vehicle and/or optional equipment.

11. Personal Information; Telematics Devices; Consent to Communications.

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 and/or optional equipment. **The Vehicle and/or optional equipment may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** You agree to inform all drivers and passengers of the Vehicle and/or optional equipment of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. You agree, that to service or otherwise administer your account or to recover amounts you may owe, that we or an assignee or collection agency of our choosing ("**Collector**"), may contact you by calling or sending text messages or emails to any email address or telephone number you provide us, including wireless telephone numbers, which could result in additional charges to you. You represent that you are either the owner or the primary user of the number(s) or email address that you have provided and that the contact information provided is accurate and easily accessible to you. You also agree to update us promptly if that the number(s) or email address changes so that we do not try to contact a number or email address that is no longer owned or used by you. We, our assignee, or a Collector may also contact you by sending text messages or e-mails, using any number or email address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. You may revoke your consent at any time by contacting us in writing at the address on this agreement.

12. 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 claim. Coverage is void if you materially breach this agreement, or if you fail to cooperate in any loss or damage investigation conducted by us or our insurer. You must: (a) report all damage and incidents 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 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 and/or optional equipment that is not covered by our insurance policies or that is in excess of our insurance limits. We do not provide liability insurance on the vehicle and/or optional equipment. 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.

13. 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

Initial

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 and/or optional equipment. 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.

Renter's Signature and Date: _____

Authorized Driver's Signature and Date: _____

Authorized Driver's Signature and Date: _____

Authorized Driver's Signature and Date: _____

Authorized Driver's Signature and Date: _____

Authorized Driver's Signature and Date: _____

Authorized Driver's Signature and Date: _____