

Key Points

- Research suggests your rental agreement mostly complies with Minnesota law, but adjustments are needed for negligence waivers.
- It seems likely that waivers for gross negligence are void under Minnesota law, requiring revisions to your indemnification clause.
- The evidence leans toward your agreement being attorney-approved with minor tweaks, ensuring clarity and compliance with state law.

Direct Answer

Here's the revised rental agreement draft with all recommended changes to ensure it aligns with Minnesota and Scott County laws, particularly for negligence and liability. This version is designed to be clear and legally sound, but for final legal certainty, consider consulting a Minnesota attorney.

Revised Agreement

Below is the complete draft, updated to comply with legal standards:

Rental Agreement Terms and Conditions

1. Definitions

1.1 "Agreement" means all terms and conditions in these Terms and Conditions, the Face Page, any addenda, and any additional materials provided by us and signed by you at the time of rental.

1.2 "Renter," "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 entity to whom charges are billed by us at your direction. All persons referred to as "you" or "your" are jointly and severally liable under this Agreement.

1.3 "Authorized Driver" means the renter and any additional driver permitted to operate the towing vehicle with the Rental in tow, as identified in this Agreement.

1.4 "Owner," "Dealer," "We," "Us," or "Our" means Itasca Travel Corporation, LLC, doing business as Adventure Camper Company (ACC).

1.5 "Parties" means the Renter and ACC.

1.6 "Rental" means the motorized recreational vehicle (RV) or non-motorized towed recreational vehicle identified in this Agreement, including any substitute vehicle, all equipment, awnings, keys, fobs, and vehicle documents. The Rental may be equipped with global positioning satellite (GPS) technology, a telematics system, or an event data recorder. Privacy is not guaranteed.

1.7 "Loss of Use" means the loss of our ability to use the Rental for our purposes due to damage or loss during the rental period, including, but not limited to, use for rent, display, sale, or employee transportation.

1.8 "Diminished Value" means the difference between the Rental's fair market value before damage and its value after repairs, as calculated by a third-party estimate obtained by us.

1.9 "Charges" means all fees and charges incurred under this Agreement.

1.10 "Rental Period" means the period from when you take possession of the Rental until it is returned to or recovered by us and checked in by our representative.

2. Renter and ACC Responsibilities

2.1 Eligibility. Every Authorized Driver must:

- Be at least 25 years old;
- Hold a valid driver's license;
- Provide proof of tow vehicle insurance; and
- Submit a copy of their state-issued driver's license. We may require a background check before approving the rental.

2.2 Authority. You acknowledge that we may not own the Rental and that we rent it pursuant to a valid agreement with the Rental's titled owner. We represent and warrant that we have legal authority to enter into this Agreement and rent the Rental.

2.3 Non-Assignable. This Agreement is not assignable by you without our prior written consent.

3. Rental Condition and Possession

3.1 As-Is Condition. YOU ACCEPT THE RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. WE (INCLUDING THE TITLED OWNER) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, PERFORMANCE, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

3.2 ACC's Rights. We retain a superior right of possession over the Rental. If we determine, in our sole discretion, that the Rental is at risk of damage or loss, we may recover the Rental at any time, regardless of the remaining Rental Period. You will be responsible for all recovery costs, including, but not limited to, employee wages, travel expenses, fuel, and repairs.

3.3 Liability. You are solely responsible for all charges under this Agreement and will indemnify and hold us harmless from any claims arising from your use of the Rental.

4. Rental Period

4.1 Commencement. The Rental Period begins when we provide you with the keys and transfer possession, custody, and control of the Rental to you.

4.2 Termination. The Rental Period ends when the Rental is returned to us and checked in by our representative. For delivered Rentals, your responsibility begins when you take possession of the keys and ends when the Rental is returned to us or our designated delivery driver.

4.3 Agreement to Terms. By entering a confirmed booking and accepting the keys, you agree to this Agreement, our Terms of Service, and other applicable policies.

5. Authorized Drivers and Operation

5.1 Authorized Drivers. Only the Renter (the "Primary Driver") and other Authorized Drivers identified at the time of booking may operate or tow the Rental. You are fully responsible for all damages, incidents, tolls, tickets, and acts or omissions by Authorized Drivers.

5.2 Driver Qualifications. You represent that you and all Authorized Drivers:

- Are at least 25 years old;
- Hold valid driver's licenses in their possession; and
- Are capable of safely operating the Rental throughout the Rental Period.

5.3 Operation Requirements. You acknowledge that RVs require greater skill to operate than passenger vehicles due to their size and handling characteristics. You agree to:

- Operate the Rental only on public roadways with sufficient width and height clearance;
- Use mirrors and direct visual verification to maintain awareness of surroundings;

- Avoid off-road use under all circumstances; and
- Use spotters when backing the Rental.

5.4 Passenger Responsibility. You are solely responsible for the number and conduct of passengers in the Rental, ensuring all passengers use seat belts while the Rental is in motion.

6. Prohibited Uses

6.1 Violations. The following actions constitute a breach of this Agreement, allowing us to terminate the booking, void all liability protection (including insurance and roadside assistance), and hold you fully liable for all penalties, fines, damages, and related costs, including attorneys' fees:

- A. Using or permitting the Rental to be used: - By anyone other than an Authorized Driver; - To carry passengers or property for hire or more passengers than the Rental has seat belts; - To tow or push anything, unless expressly authorized by us; - With occupants inside a towable Rental while in motion; - In a test, race, contest, or off-road; - While the driver is under the influence of alcohol, controlled substances, or medications that impair driving; - For unlawful purposes or conduct that could be charged as a crime (e.g., transporting controlled substances, contraband, or stolen goods); - Recklessly or while overloaded; - In unauthorized jurisdictions or events (e.g., Mexico or Burning Man); or - In violation of our Terms and Conditions or your representations regarding intended use.
- B. Allowing pets or animals (other than service animals) in the Rental without our prior written permission. Service animals must comply with the Americans with Disabilities Act (ADA), and you are responsible for any damage caused by service animals.
- C. Using or unrolling the Rental's awning without our prior written permission.
- D. Allowing anyone on the Rental's roof, regardless of whether it has a ladder.
- E. Failing to: - Promptly report damage or loss to us and provide a written accident/incident report; - Report accidents to law enforcement when required by law; - Secure the Rental by removing keys, locking doors, and closing windows, resulting in theft or vandalism; - Cooperate with our investigation; or - Avoid intentional or willful damage to the Rental.
- F. Returning the Rental after agreed-upon hours, resulting in damage, theft, or vandalism, or failing to secure the Rental, keys, or remote entry devices.
- G. Operating the Rental while using a hand-held wireless communication device or other device that distracts from safe operation.

7. Tolls, Fines, and Fees

7.1 Responsibility. You agree to report and pay all tolls, tickets, fines, penalties, and violations (including parking and traffic violations) incurred during the Rental Period. You will also pay a reasonable administrative fee for any violation of this Agreement, including costs for repossession or recovery.

7.2 Payment Authorization. You authorize us to pay tickets, fines, or penalties on your behalf and charge your credit/debit card for the amounts paid, plus an administrative fee and any related legal expenses. You also authorize us to release rental and payment information to our agents for processing these charges.

7.3 Cooperation with Authorities. We may provide information to federal, state, or local authorities as required to enforce violations. You agree to indemnify and hold us harmless for any tickets, fines, penalties, or fees incurred.

7.4 No Contestation. You may not contest violations or enter a plea other than guilty or no contest without our consent, unless the penalty is solely monetary.

8. Departure Policies

8.1 Presence. You must be present at the address on the Booking Confirmation at or before the scheduled delivery time. Late arrivals may delay your departure.

8.2 Condition Documentation. At pickup, we will provide a Departure Form documenting the Rental's condition and holding tank levels, supported by digital photos or videos. You are responsible for inspecting the Rental and verifying the accuracy of the Departure Form before signing. Any discrepancies must be noted on the Departure Form at the time of pickup. Your signature on the Departure Form constitutes your agreement to the documented condition. We are not liable for any claims arising from your failure to inspect or report discrepancies.

8.3 Hitching. For towable Rentals, you are solely responsible for ensuring the trailer is properly hitched, using appropriately sized ball mounts, sway bars, and other necessary equipment. At the time of pickup, we may provide guidance or demonstrate proper hitching procedures as a courtesy, but you remain fully responsible for verifying the hitch setup and ensuring safe operation throughout the Rental Period. You confirm that your tow vehicle has sufficient towing capacity and is compatible with the trailer and hitch setup. You agree to periodically inspect and maintain the hitch components during the Rental Period and acknowledge that we are not liable for any damages, injuries, or losses arising from improper hitching, incompatible equipment, or failure to maintain the hitch setup.

8.4 Liability. You are responsible for all damages sustained while the Rental is in your possession, regardless of cause.

8.5 Pre-Rental Inspection. Before taking possession, you must conduct a thorough inspection of the Rental, including all equipment, systems, and accessories, to confirm they are in good working order. You acknowledge that your acceptance of the Rental constitutes your agreement that it is in satisfactory condition, and we are not liable for any defects or issues discovered after pickup.

9. Delivery and Hauling

9.1 Delivery Liability. For delivered Rentals, our responsibility for damages to the Rental during transit ends when our operator delivers the Rental to the agreed-upon location and you take possession of the keys. You are solely responsible for inspecting the Rental upon delivery and reporting any pre-existing damage before taking possession. Any damage not reported at the time of delivery is your responsibility. You assume full liability for the Rental, including all damages, injuries, or losses, from the moment you take possession until the Rental is returned to us or our designated delivery driver. We are not liable for any damages, injuries, or losses arising from the delivery process, your use of the Rental, or your failure to inspect the Rental upon delivery.

10. Return Policy

10.1 Return Deadline. You must return the Rental by the checkout time specified in the Booking Confirmation or as mutually agreed in writing. If returned outside regular business hours, you remain responsible for damage or theft until we accept the return, up to 48 hours.

10.2 Late Returns. If you fail to return the Rental on time, you must obtain our permission to extend the rental. Late returns incur:

- A \$30.00 administrative fee;
- An hourly rental rate based on the prorated daily rate; and
- A \$100.00 administrative fee plus the full daily rate for every eight hours if your late return causes us to cancel another confirmed booking.

10.3 Condition. The Rental must be returned in the same condition as at pickup (clean interior and exterior, in full working order). We will document the condition within 48 hours of return if returned outside business hours.

10.4 Charges. Variable charges (e.g., cleaning, damages) may be deducted from the security deposit.

11. Condition and Repairs

11.1 Responsibility. You are responsible for all loss or damage to the Rental, personal property, or bodily injury claims during the Rental Period, regardless of fault, up to the deductible outlined in your insurance rider. If you violate this Agreement, you are liable for the full claim amount.

11.2 Documentation. Upon return, you and our representative must document the Rental's condition with digital photos or videos within 48 hours. Departure and Return Forms may supplement but not replace photo/video documentation.

11.3 Damage Assessment. Damages not listed on the Departure Form but noted on the Return Form are your responsibility. You will reimburse us for repair costs, either through insurance or out-of-pocket if not covered.

11.4 Reporting. You must report accidents, theft, or vandalism to the police immediately and to us within 24 hours, providing copies of police or accident reports. No insurance claim can be processed for vandalism or hit-and-run incidents without a police report.

11.5 Personal Property. We are not responsible for the loss, theft, or damage to any personal property left in or on the Rental, in our service vehicles, or on our premises, regardless of cause or fault. You assume all risks associated with personal property and release us from any liability for such losses or damages, including claims by third parties.

12. Awnings

12.1 Administrative Fee. A \$250 administrative fee, exclusive of the security deposit, will be charged for awning damage during the Rental Period.

12.2 Coverage. Our Vehicle Damage Waiver (if purchased) covers awning repair costs, provided the awning fabric is returned. Optional Loss-of-Use Protection covers loss-of-use expenses if the Rental is unavailable due to awning damage.

13. Indemnification and Waiver

13.1 Indemnification. Pursuant to Minnesota Statutes Section 604.055, this Agreement does not purport or intend to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence. You agree to defend, indemnify, and hold harmless us, our affiliates, officers, directors, employees, agents,

and the Rental's titled owner from all losses, liabilities, damages, injuries, claims, costs, and attorneys' fees arising from this rental, your use of the Rental, or any actions or omissions by you or any Authorized Driver, including third-party claims arising from ordinary negligence. This indemnity does not extend to claims arising from our gross negligence, willful misconduct, or intentional acts. You will provide a defense as directed by us and pay all related expenses. This indemnity survives the return of the Rental.

13.2 Waiver. To the fullest extent permitted by law, you waive and release us from any liability for indirect, incidental, special, punitive, exemplary, or consequential damages, or for lost profits, revenues, or costs, arising from ordinary negligence, regardless of whether we were advised of such losses. This waiver does not apply to damages arising from our gross negligence, willful misconduct, or intentional acts.

14. Limitation of Liability

14.1 Renter's Remedy. Your exclusive remedy for any claims related to the Rental is limited to the total rent paid or payable under this Agreement.

14.2 Our Liability. Our aggregate liability for any claims related to this Agreement or the Rental shall not exceed the service fees we earn for the booking. We are not liable for indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits, business interruption, or losses due to fraud, criminal conduct, or third-party actions.

15. Property in the Rental

15.1 No Liability. We are not responsible for the loss, theft, or damage to any property in or on the Rental, in our service vehicles, on our premises, or handled by us, regardless of cause or fault. You are liable for any claims by third parties for loss or damage caused by your property. You release and hold us harmless from all such liabilities, including claims of negligence.

16. Rental Fees and Charges

16.1 Payment. All rental fees, taxes, and charges, including the security deposit, must be paid before pickup. Failure to pay may result in cancellation and forfeiture of fees.

16.2 Authorization. By confirming the booking, you authorize us to charge your credit card for all rental and claim-related charges under this Agreement.

16.3 Cancellation Policy. Cancellations made up to 30 days before the scheduled pickup date are eligible for a 50% refund of rental fees. No refunds will be issued for cancellations made less than 30 days before pickup.

17. Security Deposit

17.1 Requirement. A security deposit, as stated in the Booking Confirmation, is required at booking and will be refunded, in whole or in part, after all charges are paid.

17.2 Use. We may use the security deposit to cover amounts owed under this Agreement. If the deposit is insufficient, you agree to pay the excess via your credit card or other agreed method.

17.3 Return Conditions. The security deposit will be refunded within seven days if:

- The Rental is returned clean (inside and out) and in the same condition as at pickup;
- No damage is sustained; and
- All variable charges (e.g., mileage, tolls, tickets, pet fees) are paid.

17.4 Deductions. Charges deducted from the security deposit include, but are not limited to:

- Smoking/Odors: An odor remediation fee of no less than \$100, up to the full amount of the security deposit, may be assessed for smoke or other odors in the Rental, unless smoking is expressly authorized.
- Interior Damage: Costs for damage to appliances, cabinets, walls, floors, or fixtures, up to the full amount of the security deposit, with any excess payable by you.
- Cleaning: A cleaning fee of no less than \$125, up to the full amount of the security deposit, may be assessed if the Rental is not returned as clean as at pickup.
- RV Lavatory: A service fee of no less than \$250, up to the full amount of the security deposit, may be assessed for septic system services due to improper use.
- Holding Tanks: A sanitation fee of no less than \$129, up to the full amount of the security deposit, may be assessed if holding tanks are not emptied to the level at pickup.
- Pet Fees: Fees of \$20 per day per pet, up to a maximum of two pets, with no dogs over 45 pounds permitted without our prior written consent. Unauthorized pets or violations of pet restrictions may result in a fee up to the full amount of the security deposit.

18. Repairs

18.1 Reimbursement. You must submit all repair receipts for review upon return.

Reimbursement depends on the repair type and cause.

19. Insurance Requirements

19.1 Liability. You are responsible for all damages or losses to yourself, your property, the Rental, or third parties if we deem you responsible.

19.2 Driver Requirements. You must:

- Hold a valid driver's license and be at least 25 years old; and
- Carry auto insurance meeting Minnesota state minimums.

19.3 Coverage Options. Comprehensive and collision coverage is required and may be obtained by:

- Vehicle Damage Waiver: Purchased at \$24.50 per day, covering non-collision damages (e.g., animal collisions, hail, windstorms).
- Insurance Binder: Providing a valid binder or endorsement from your auto insurer that:
- Includes primary comprehensive, collision, and liability coverage meeting Minnesota state minimums;
- Covers the Rental for its actual cash value (ACV) with a maximum \$1,000 deductible;
- Names Itasca Travel Corporation, LLC, dba Adventure Camper Company as Additional Insured and Loss Payee;
- Is valid for the entire Rental Period; and
- Is sent to itcminn@gmail.com for approval.

19.4 Default Waiver. If you cannot provide an insurance binder, the Vehicle Damage Waiver will be added at \$24.50 per day, charged to your card. No Rental will be released without proof of valid coverage.

19.5 Violations. You are solely responsible for all tickets, citations, tolls, and violations incurred during the Rental Period.

19.6 Insurance Submission. Proof of valid insurance coverage must be submitted to us at least 48 hours before the Rental Period begins. Failure to provide proof will result in the

automatic addition of the Vehicle Damage Waiver at \$24.50 per day or cancellation of the rental at our discretion, with no refund of fees.

20. Stabilizer Hitch

20.1 Use and Responsibility. We provide a stabilizer/sway control hitch as a courtesy. By using it, you:

- Assume sole responsibility for proper hookup, use, and towing practices;
- Confirm your tow vehicle has a compatible 2" receiver and sufficient towing capacity;
- Agree to periodically check and tighten hitch components during the Rental Period; and
- Will return the hitch in the same condition, paying for any lost or damaged parts.

20.2 Release of Liability. We are not liable for injuries, damages, or losses resulting from the use or misuse of the hitch. You release and hold us harmless from all related claims.

21. Trailer Brake Requirements and Echo® Brake Controller Use

21.1 Minnesota Law and Brake System Responsibility

Minnesota law requires that trailers with a gross vehicle weight of 3,000 pounds or more be equipped with functional trailer brakes. The Renter affirms that their tow vehicle is equipped with a functioning trailer brake control system and meets all applicable MN DOT safety standards. It is the Renter's responsibility—not the Dealer's—to ensure the vehicle's wiring and brake controller are in safe, working order prior to pick up. **We cannot release a trailer for towing without proof of functional brake control.**

21.2 Vehicle Brake Controller Requirements

Renter must either:

a) Operate a tow vehicle equipped with a factory or aftermarket trailer brake controller, and know how to adjust and safely operate the system; **or**

b) Be capable of using the Curt Manufacturing Echo® Mobile Trailer Brake Controller, which requires a properly wired 7-way RV-style trailer plug with active **12V auxiliary power**, a working ground, and a dedicated brake output wire.

It is solely the Renter's responsibility to verify their vehicle provides power to the 7-way plug prior to pick up. Adventure Camper Company does not test, troubleshoot, or modify vehicle wiring. If the required brake controller system is not operational at time of pickup, **no unit will be released, and no refund or rescheduling will be offered.**

21.3 Instructions and Support

Renter agrees to read and follow all manufacturer instructions for the Curt Echo® Brake Controller. A user manual and support contact information will be provided. Support is available from Curt Manufacturing at 877-287-8634 or www.curtmfg.com. We provide brief instructional assistance at pickup as a courtesy only.

21.4 Release of Liability

Adventure Camper Company is not liable for any damages, delays, or losses resulting from the Renter's failure to comply with brake system requirements or from improper use or installation of the Curt Echo® Brake Controller. Renter assumes all responsibility for safe brake operation during the rental period and agrees to hold Adventure Camper Company harmless.

22. Disputes

22.1 Jurisdiction. All disputes arising from this Agreement or your use of the Rental shall be resolved exclusively in Scott County, Minnesota.

22.2 Governing Law. This Agreement is governed by the laws of the State of Minnesota.

22.3 Attorneys' Fees. If we prevail in a suit to enforce this Agreement, we are entitled to recover costs and reasonable attorneys' fees.

23. Cooperation

23.1 Obligation. You agree to cooperate with requests related to this Agreement, the Rental's pickup, use, and return, and any disputes, actions, or investigations.

23.2 Release. Unless prohibited by law, you release us from liability for consequential, special, or punitive damages related to the Rental.

23.3 Indemnity. You will hold us, our clients, and agents harmless from all losses, injuries, damages, and expenses (including legal costs) arising from the Rental during your possession, including latent or undiscoverable defects. This indemnity survives the return of the Rental.

24. Additional Conditions

24.1 No Partnership. This Agreement does not create a partnership between you and us or the Rental's titled owner.

24.2 Modifications. This Agreement may not be modified or canceled except in writing signed by all Parties.

25. General Liability Disclaimer

25.1 Assumption of Risk. You acknowledge that the Rental is provided for your use at your own risk. We provide the Rental, including all equipment, accessories, and guidance, as a courtesy and make no representations or warranties regarding the suitability, condition, or compatibility of the Rental or your tow vehicle for your intended use.

25.2 Renter Responsibility. You are solely responsible for inspecting, operating, and maintaining the Rental and all associated equipment (including, but not limited to, hitches, brake controllers, and sway bars) during the Rental Period.

25.3 No Liability. We are not liable for any damages, injuries, losses, or claims arising from your use of the Rental, your tow vehicle, or any equipment provided, whether due to improper use, equipment failure, incompatibility, or any other cause, except to the extent such damages, injuries, losses, or claims result from our gross negligence, willful misconduct, or intentional acts. You release and hold us, our affiliates, officers, directors, employees, and agents harmless from all such liabilities arising from ordinary negligence.

26. Severability

26.1 Enforceability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect to the maximum extent permitted by law.

27. Force Majeure

27.1 No Liability. We are not liable for any failure to perform our obligations under this Agreement due to events beyond our reasonable control, including, but not limited to, acts of God, natural disasters, strikes, governmental actions, or equipment failures. In such cases, we may cancel or modify the rental without liability, and you will remain responsible for any charges incurred up to the point of cancellation.

28. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and representations, whether written or oral, relating to the subject matter herein.

29. Amendments

No amendment or modification of this Agreement shall be effective unless it is in writing and signed by all Parties.

Acknowledgment

By signing below or confirming the booking, you acknowledge that you have read, understood, and agree to be bound by the terms, conditions, and obligations of this Rental Agreement.

Legal Compliance Note

This draft aligns with Minnesota law, particularly Minnesota Statutes Section 604.055, which prohibits waivers for gross negligence, willful misconduct, or intentional acts. For final legal certainty, consult a Minnesota attorney specializing in landlord-tenant law to review the agreement, especially given the complexity of negligence waivers.

Detailed Analysis of Negligence and Liability in Your Rental Agreement

This detailed analysis examines your rental agreement for recreational vehicles (RVs), operated under Adventure Camper Company (a DBA of Itasca Travel Corporation, LLC), based in Scott County, Minnesota, to ensure compliance with Minnesota law and Scott County regulations, particularly regarding negligence and liability statements. The goal is to align your agreement with legal standards and present it in a form an attorney would approve, as of 07:07 PM CDT on Sunday, May 18, 2025.

Legal Framework: Minnesota and Scott County Laws

Minnesota law governs rental agreements under Minnesota Statutes Chapter 504B (Landlord and Tenant Relations) and Section 604.055 (Enforceability of Waivers of Liability for Negligence). These statutes, along with case law, provide the framework for assessing negligence and liability clauses.



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