



CAMPERVAN RENTAL CONTRACT



This RV Rental Agreement (“Agreement”), is made by and between Renter and Scenic Vans LLC (“Dealer”) for the rented vehicle (the “Rental”). Renter and Dealer are referred to collectively herein as the “Parties”.

The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Dealer, it has also released and/or indemnified Dealer’s officers, directors, employees, agents, affiliates, and the vehicle's Dealer of record.

By entering into a confirmed booking, Renter and Dealer acknowledge that they read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental.

By entering into a confirmed booking, Renter and Dealer acknowledge that they read and agree to Scenic Vanlife Rentals Terms and Conditions, which are available at <https://www.scenicvans.com/termsandconditions>

The Parties have read and agree to the terms and conditions of this Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. Renter understands and acknowledges that if Renter purchased insurance protection from Dealer or any third party, only verified drivers are allowed to drive or operate the rental vehicle.

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Renter and Dealer. The “Renter” shall mean the individual person completing a booking. The Dealer is Scenic Vans LLC. Dealer represents and warrants that it has the legal authority to enter into a booking and renting the Rental.

This agreement is not assignable by Renter.

2. **Rental.** The “Rental” means the motorized vehicle rented by the Renter from the Dealer and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by Dealer.

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. DEALER DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR



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TIRE CONDITION OR QUALITY, PERFORMANCE, UTILITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Renter agrees that Dealer shall always have a superior right of possession of the Rental over Renter. In the event that Dealer, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Dealer shall have the absolute right to recover the Rental from Renter regardless of the amount of time remaining in the Rental Period. In the event Dealer recovers a Rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs. Dealer agrees that Renter is wholly responsible for these charges.

- 3. Rental Period.** The "Rental Period" begins when the Dealer provides the Renter with the keys, and turns over possession, custody and control of the Rental to the Renter. The Rental Period ends upon the completed return of the Rental to the Dealer.

Renter and Dealer understand and acknowledge that they should not enter into a booking and key exchange unless they agree and accept the terms of this Agreement.

- 4. Who May Drive and Proper Operation of the Rental.** Only the Renter who completes the booking (the "Primary Driver") and qualifies as a "Permitted Driver," and other persons designated and identified as drivers at the time of booking and verified by Dealer may drive and operate the Rental. Permitted Drivers may only drive and operate the Rental with the express prior permission from Renter, and Renter shall be fully responsible for any and all damages, incidents, tolls, tickets, and other acts and omissions involving the Permitted Drivers while operating or driving the Rental, or caused by or involving the Permitted Drivers.

The Renter represents to Dealer that Renter and other Permitted Drivers are capable and validly licensed drivers, and will remain capable and validly licensed drivers during the term of the rental. Renter will provide a valid ID to Dealer and allow Dealer to take a photocopy of the license.

Renter further acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 and a holder of a valid driver's license (in his or her actual possession). Drivers over the age of 25 must be approved through Dealer's verification process. Renters under the age of 25 may be approved on a case by case basis by the Dealer.

Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than



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a passenger car rental. For example, the Rental may require more clearance above, in front of, behind, and beside them to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Dealer acknowledges that it is their responsibility to inform Renter of the limitations of their Rental, including clearance heights and widths and other operating instructions. Renter agrees to only operate the Rental on public roadways with sufficient width and height clearance to allow the Rental to be operated safely and without damage. Under no circumstances may the Rental be operated and used for off-road purposes. In the event that the Rental is operated on a private road, Roadside Assistance may be unavailable or voided.

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Dealer has no control over the number of passengers a Renter may allow into the Rental or the conduct of those occupants while the Rental is being operated. Therefore, Renter acknowledges they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers. Renter also acknowledges they will confirm that both driver and passengers are properly using seat belts while the Rental is in motion.

5. **Prohibited Use of the Rental.** The Renter and Permitted Drivers shall not drive in a careless, negligent, reckless or unlawful manner. Certain uses of the Rental and other actions the Renter or Permitted Drivers may take, or fail to take, will violate this Rental Agreement.

A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWS DEALER TO TERMINATE RENTER'S BOOKING AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT RENTER HAS ACCEPTED. IT ALSO MAKES RENTER FULLY LIABLE TO DEALER FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT DEALER MAY INCUR.

It is a violation of this Paragraph if any of the following occurs:

- a. Renter uses or permits the Rental to be used:
 - i. by anyone other than a Permitted Driver;
 - ii. to carry passengers or property for hire or more passengers than the Rental has seat belts to carry;
 - iii. to tow or push anything, unless specified by Dealer;
 - iv. in the case of a towable, to allow occupants to be inside the towable when in motion;



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- v. to be operated in a test, race or contest or offroad;
 - vi. while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law;
 - vii. for unlawful purposes or for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking;
 - viii. recklessly or while overloaded;
 - ix. if the Rental is driven into a jurisdiction or to a location or event not permitted by Dealer including, but not limited to, Mexico, Canada, and country other than the United States, and any unauthorized festival such as Burning Man);
 - x. Renter materially misrepresents the intended use or destination of the Rental.
- b. Pets or other animals (aside from service animals) are allowed into the Rental with prior permission by Dealer and payment of the \$100 pet fee. Dealers agree to comply with all law, including the federal Americans with Disability Act (ADA). The ADA requires that service animals are harnessed, leashed, or tethered, unless the use of these devices interfere with the service animal's work or the individual's disability prevents using these devices. In such cases, the individual must maintain control of the animal through voice, signal, or other effective controls. Pet fees for service animals may not be charged; however, the Dealer may collect fees for any damage sustained to the Rental by the service animal.

Pets create additional risk of damage to the furnishings in the fleet including, but not limited to rips, tears, scratches, stains, urine, fecal matter, excess dirt, hair, dander, and other issues. While Scenic Vans LLC is proudly pet friendly, our campervans are rented full time, often with no days between rentals. Returning a vehicle requiring excessive cleaning or repair may cause Scenic Vans LLC to incur significant costs, as well as lost revenue due to booking delays.

Renter is fully responsible for their pets and agrees to compensate Scenic Vans LLC for all repairs and excessive cleaning incurred. Renter also agrees to compensate Scenic Vans LLC for any loss of revenue incurred due to excess cleaning or maintenance caused by pets.



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- c. Renter or an additional driver, whether authorized or not:
 - i. fail to promptly report to Dealer any damage to or loss of the Rental when it occurs or when Renter learns of it and provide Dealer with a written accident/incident report or fail to cooperate with Dealer's investigation;
 - ii. where required by law, failed to report an accident to law enforcement;
 - iii. obtained the Rental through fraud or misrepresentation;
 - iv. leave the Rental and fail to remove the keys (or key fobs) or close and lock all doors and all windows and the Rental is stolen or vandalized; or
 - v. intentionally or with willful disregard cause or allow damage to the Rental.
 - d. Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with Dealer and the Rental is damaged, stolen or vandalized, or Renter otherwise fails to take reasonable steps to secure the Rental, its keys, key fobs, or other remote entry and starting devices.
 - e. Driving or operating the Rental while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.
6. **Tolls, Fines, Expenses, Costs and Administrative Fees.** Renter agrees to report to the Dealer and pay for all tolls and tickets (including for parking and moving or stationary traffic violations) incurred during the Rental Period. Renter agrees to pay or reimburse Dealer for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of the rental. Renter will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, Terms of Service or other Policies, such as for repossessing or recovering the Rental for any reason. Renter agrees Dealer may, in their sole discretion, pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter will pay Dealer what was paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses incurred. Renter agrees and acknowledges that Dealer may cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

Renter authorizes Dealer to release the rental and credit/debit card information regarding the rental to any agent Dealer may authorize to act on its behalf for the



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purpose of processing and billing Renter for any tickets, citations, fines and penalties incurred by Renter or assessed against Dealer or the Rental during the rental plus a reasonable administrative fee. Renter authorizes Dealer's agent to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes Dealer's agent to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against Dealer or to Rental while its was rented to Renter.

In the event Dealer uses a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, Renter agrees to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

Renter acknowledges that Renter has no right to contest any such infraction or enter any plea other than guilty or no contest unless Dealer consents to such action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

Renter agrees to indemnify and hold Dealer and any other agent Dealer authorizes harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

- 7. Departure Policy.** Dealer shall ensure that the Rental Renter is picking up is clean on the interior and exterior and is in a safe and roadworthy condition. If it is not, or if any of its components are not working as expected at any point in Renter's trip, the Renter must notify Dealer immediately by contacting Customer Support at 866-707-7485. Renter should submit photos or videos of any visible defects. Failure to do so may result in a denial of a reimbursement or dispute request following completion of the booking.

Dealer agrees that they will take photos within 24 hours of departure of the exterior and interior of the Rental or insurance coverage will not apply.

- 8. Return Policy.** Renter agrees to return or leave the rental unit no later than 11:00 a.m. unless otherwise agreed by Dealer. If Renter cannot drop Rental off on the scheduled time and/or date of return, Renter must extend the rental with Dealer's permission. Renter agrees that Renter no longer has permission to stay in the Rental in the event that the unit is not vacated or returned by the return date, and Dealer is entitled to make Renter vacate the Rental and return all property and keys in a manner consistent with local, state, and federal law. In addition, Renter will be charged \$50/hour for every hour the vehicle is late and has not arrived up to the standard full daily rate for the vehicle per 24 hour period.



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9. The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order). Dealer and Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit.

Renter agrees that they will take photos within 48 hours of return of the exterior and interior of the Rental or insurance coverage will not apply.

10. **Condition of Rental & Responsibility for Repair.** In the event of any loss or damage to the Rental, or any personal property or bodily injury claim that occurs during the Rental Period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature or God, Renter is responsible.

When accepting the Rental, Renter and Dealer, will complete and sign the Rental Departure Form for the Rental, noting in writing and/or time stamped photos, digitally or electronically, any and all defects or damage to the Rental prior to Renter's acceptance of same.

Upon return of the Rental, Renter and Dealer, or authorized representative of Dealer, must document the condition of the Rental via photos up to 24 hours before the trip starts and no later than 48 hours after the trip ends. Both Parties may also use the Departure and Return forms to supplement the photos, but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Any alterations made without the express consent of Renter or Dealer may result in any claims being denied. Dealer is not responsible for personal property left in the Rental. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter. Renter shall reimburse the Dealer for the cost of the repair if Renter is responsible for the damage.

To the extent that the security deposit paid to Dealer is insufficient to cover the damages incurred by Renter, Renter will pay Dealer the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy. Renter must report all accidents or incidents of theft or vandalism to the police as soon as discovered and to the Dealer via Email, or text message, and provide a copy of the police report to Dealer. Renter must report all accidents involving the Rental to Dealer within 24 hours of the occurrence and provide a copy of the accident report to the Dealer. In the event of vandalism or if damage occurred as a result of vandalism or a hit and run, no insurance claim can be processed without a police report.



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If the Rental is returned to Dealer outside of regular business hours, Renter shall remain responsible for any damage or theft of the Rental occurring prior to Dealer's acceptance of the return of the Rental during regular business hours, up to a limit of 48 hours.

- 10. Indemnification and Waiver by Renter.** Renter shall forever defend, indemnify, and hold Dealer and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Dealer. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Dealer or otherwise. It is agreed and understood that Dealer has the right to control the defense of any such claim.

RENTER WAIVES AND RELEASES DEALER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER DEALER HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

- 11. Dealer's Limitation of Liability.** THE RENTER AGREES, ON BEHALF OF HIMSELF/HERSELF AND ANY PASSENGERS OR USERS OF THE RENTAL, THAT THEIR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE OR LOSS RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY RENTER TO DEALER UNDER THIS AGREEMENT.

- 12. Property in the Rental.** Dealer is not responsible for loss of, theft, or damage to any property in or on the Rental, or any property, including other vehicles on Dealer's premises, or received or handled by them, regardless of who is at fault. Renter will be responsible to Dealer for claims by others for loss or damage caused by renter's property.

- 13. Rental Fees and Charges.** By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Dealer to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement. All rental fees and other charges must be paid prior to the Rental pickup, including security deposits.



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Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees.

14. Security Deposit & Authorization. A security deposit from Renter is required two days prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement. The amount of the security deposit is stated in the booking confirmation. Dealer may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means.

- a. Minimum requirements for return of the security deposit include:
 - i. At the time of return, Rental is cleaned to the same condition or better than when picked up;
 - ii. Fuel levels are equal to or above the level provided at the time of departure handoff;
 - iii. Holding tanks are properly emptied to or below the level at time of departure handoff unless otherwise stated by Dealer;
 - iv. No damage sustained to the Rental (including interior damage)
 - v. All variable charges including, but not limited to: mileage or generator overages, tolls, parking or other tickets are paid in full.
- b. At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement, and by accepting the Rental Renter understands and expressly consents to use of the charge card for such purposes.
- c. Dealer has up to 72 hours from the return of the unit to inspect the unit for damages and notify Renter of its claim under the security deposit. Dealer will contact Renter via email or phone. The security deposit will be returned automatically within 10 days or sooner if there are no damages to the Rental or ancillary overages or fees due. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Dealer
- d. **AS DESCRIBED IN THIS AGREEMENT ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT, INCLUDING BUT NOT LIMITED TO:**
 - i. Smoking: No smoking is allowed in the Rental. Smoke odors in returned Rentals will result in additional fees set by Dealer.



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- ii. **Interior Damage:** Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, and bathroom fixtures. Renter acknowledges he/she may purchase interior Damage Protection that covers them up to a limit of \$1,500 for covered losses. For any damages not covered under the Damage Protection plan, or if the Damage Protection limit is not sufficient to cover the damages sustained, Dealer will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit.
15. **Maintenance.** Dealer is responsible for checking all fluid levels (e.g., oil and coolant), air tire pressure, lug nuts and wheels immediately prior to rental departure and must complete a safety inspection within 90 days prior to each booking. Should a breakdown or tire blowout occur due to lack of maintenance, wear and tear or manufacturer defect, Dealer acknowledges their claim may be denied.
16. **Repairs and Roadside Assistance.** In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, Dealer offers Roadside Assistance service with qualified bookings. If emergency repairs are required, repairs under \$200 should be completed and paid for by Renter. Repairs over \$200 must have prior authorization from the Dealer. Renter must save and submit all repair receipts for review when the Rental is returned. Reimbursement will depend on the type of repair and its cause.
17. **Insurance & Costs.** Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties unless otherwise stated in this Agreement. Renter must provide Dealer with an insurance binder indicating Renter has motor vehicle liability that satisfies each state's legal minimum requirement, collision and comprehensive insurance covering the Renter, the Dealer, and/or third parties for the Rental being driven or towed. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's possession of the Rental.
18. **GPS Tracking.** Some of our vans come equipped with GPS Tracking that will monitor the location of the vehicle in case of theft or abandonment. Renter agrees and consents to the vehicle being tracked during the Rental Period and waives any rights that may be violated including but not limited to privacy as applied to GPS Tracking of the Vehicle.
19. **Inventory.** Renter is responsible for all items provided in the Rental. Renter is to refer to the Inventory List for pricing if items are damaged or not returned.



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20. **Clearance:** Scenic's fleet are high clearance vehicles requiring 10 feet of clearance in order to drive. This means that if you go under any overpass or overhang lower than 10 feet, you may cause serious damage to the vehicle. You should also never drive with the fan in the open position, but when open, you have even less clearance. Renter agrees to monitor the clearance of the vehicle and is responsible for any and damages caused to the roof of the vehicle.

21. **Propane:** Incorporated in your rental agreement is the following Propane Acknowledgement. Signing this Acknowledgement is required as a condition of renting with Scenic Vans LLC.

Our campervans are equipped with a Propane Tank. Renter acknowledges and assumes the risk of the Propane Tank, including but not limited to its combustibility, and the health dangers associated with inhaling propane gas. Renter agrees to mitigate risk by never removing the Propane Tank from its mounted location (unless to change it), and opening a window and using the fan whenever the Propane Tank is powering components in the van.

Except for the willful gross negligent acts or omissions of Scenic Vans LLC or its agents or employees, Renter hereby agrees to indemnify and hold harmless Scenic Vans LLC from and against any and all claims, losses, actions, damages, liabilities, and expenses (including attorneys' fees) that arise from or are in connection with Tenant's possession, use, occupancy, management, repair, maintenance, or control of the included Propane Tank. Renter shall, at its own cost and expense, defend any and all actions, suits, and proceedings which may be brought against Scenic Vans LLC with respect to the foregoing or in which Scenic Vans LLC may be impleaded. Renter shall pay, satisfy, and discharge any and all money judgments which may be recovered against Scenic Vans LLC in connection with the foregoing.

22. **Fuel.** The Vehicle is powered by traditional gasoline (Aspen), or Diesel (All other Models). For the Aspen, Renter agrees to use 87 octane gasoline. For all other models, Renter agrees to use Diesel Fuel with 15 ppm sulfur maximum. Biodiesel and other renewable fuels are not allowed and can cause serious damage to the engine. Renter agrees to supply the proper fuel to the Vehicle as described during the orientation and in the Vehicle Manual (Diesel with 15ppm sulfur maximum; or 87 octane for the Aspen).

23. **Disputes.** The parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, or any other legal theory) are required to be resolved in arbitration, as set forth below.



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This will preclude the parties you from bringing any class, collective, or representative action against Dealer and also preclude Renter from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Dealer by someone else. Except for disputes relating to payment or an insurance dispute, Dealer reserves all of its rights to bring any other dispute in any court of competent jurisdiction. The costs and expenses of arbitration, including the fees of the arbitrators but excluding any attorneys' fees, shall be advanced by the initiating party, but will ultimately be borne by the non-prevailing party.

The Parties further agree that such arbitrations shall be conducted in Placer County, California where the Dealer has its primary place of business nearest to where the Rental was picked up. This Agreement shall be construed in accordance with the laws of California. Renter agrees that in the event Dealer prevails in a suit to enforce this Agreement, Dealer shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action.

24. **Cooperation.** The Parties agree to cooperate and coordinate with each other generally and to take any actions in connection with
- a. this Rental Agreement,
 - b. the pickup, use and return of the Rental, and
 - c. any disputes, actions, proceedings, suits, and investigations related to the Rental or Renter's use of the Rental, including without limitation, execution and delivery of any documents Dealer reasonably requests, giving testimony under oath, and taking any other actions Dealer reasonably requests related to this Rental Agreement or the Rental or the rental transaction.

Unless prohibited by law, Renter releases Dealer from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client Dealers, Dealer, and its authorized agents and employees from and against any and all loss, bodily injury, damages, and expenses, including legal expenses, of any kind arising from the Rental during Renter's possession extending to such time the Rental is completed and cleared by Dealer, including without limitations, latent and other defects whether or not discoverable by Renter or Dealer. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Dealer or otherwise. It is agreed and understood that Dealer may control the defense of any such claim.

25. Additional Conditions



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- a. This Agreement does not create any type of partnership between Renter and Dealer or Rental Dealer. This Agreement may not be cancelled or modified except in writing signed by all parties.
- b. **RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS DEALER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY DEALER AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF DEALER AND/OR THE RENTAL DEALER.**
- c. **RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF DEALER RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO DEALER ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO DEALER AND/OR THE RENTAL DEALER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST DEALER AND/OR THE RENTAL DEALER FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.**

Signature: _____

Date: _____

**Scenic Vans, LLC
Dealer**

Signature: _____

Date: _____

Print Name: _____
Renter