

Owner:

Music City RV, LLC
6215 Stewart's Ferry Pike
Mt. Juliet, TN 37122
615.RV4.FUN2

Renter:

Individual(s) defined in the primary contract

The vehicle is equipped with a carbon monoxide detector that was tested, is in proper order, and a demonstration of its use was performed for the renter. **I CERTIFY THAT AT THE TIME OF THE RENTAL/LEASE OF THIS VEHICLE THAT IT IS EQUIPPED WITH A WORKING CARBON MONOXIDE DETECTOR.** _____ (Initials)

Initial mileage is estimated. Actual mileage will be based on the factory installed odometer upon return. Adjustments for mileage will be due at the applicable rate for additional mileage. _____ (Initials)

DO NOT EXCEED the number of seatbelts with occupants during operation.

By signing, you: agree to the terms and conditions of this Agreement as set forth on the Face Page, in the Terms and Conditions, and any other document that you sign; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/rental information to third parties for billing/processing purposes. All Charges are subject to final audit.

Renter's Signature: _____ Today's Date: _____

Additional Drivers Signature: _____

Additional Drivers Signature: _____

Additional Drivers Signature: _____

RENTAL AGREEMENT TERMS AND CONDITIONS (“Terms & 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 permit 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. **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. You must empty waste tanks. If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due-in date. 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.

4. **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.

5. **Prohibited Uses.** The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement: **(a) Driving 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 summon the police to an accident involving the Vehicle; (d) Damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (e) Transporting an animal (other than a service animal) in the Vehicle without our written consent; (f) Sitting, standing or lying on the roof or exterior of the Vehicle; (g) Transporting passengers in or on the vehicle while the Vehicle is being towed; (h) Placing signs or lettering on the outside of the Vehicle; (i) Placing loudspeakers or other sound equipment on the exterior of the Vehicle; (j) Failing to use the Vehicle in compliance with all instructions and warnings provided by us; (k) Using fuel with an octane rating higher than 87 if the Vehicle is equipped with an outside fuel station; and (l) Smoking in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).****

6. **Towing policy.** You may only tow units that you or a family member own. No rented tow vehicles under any circumstance. No boats. Minimum towing charge is \$1000 or \$1/mile in addition to the standard mileage rates, whichever is greatest. All tows must have MCRV approval in writing. Towing without permission will invoke the normal fees plus a \$2500 penalty. Lockout tags are on the hitch. If the tag is missing or tampered with, you will be charged for towing without permission.

7. **Optional Equipment.** We may offer certain Optional Equipment, including wireless break controller, 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 provide liability insurance coverage on the Vehicle. You are responsible for all damage or injury you cause to third parties.**

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 7 days to process and return or 21 days if repair estimates are required. 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 \$100 first hour plus \$50 for each additional hour 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 stated 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; and (i) a dumping fee of \$150 if the Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle. **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 or 3rd Party Rental Platform (if booking direct or through RVShare or Outdoorsy).**

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 minimum \$25.00 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. **Payment through 3rd Party (RVShare or Outdoorsy).** If using a third party, all payments will be handled through the third party site. If reservation is made within 30 days of departure date, the total rental payment is due at time of reservation. If the reservation is made outside of 30 days, a reservation down payment of 50% will be due. The balance of the rental is due 30 days prior to the departure date. Rental fee's can be paid by MasterCard, Visa, Discover, cash, cashiers check, or personal check. If paying by check, it must be received 4 weeks prior to departure date. The security deposit can be paid by cash, cashiers check or credit card (credit card must be in renters name).

15. **Cancellation Fee.** All cancellations for whatever reason need to be submitted in writing to guide@musiccityrv.com. Renters are entitled to a full refund, less any applicable third-party service fee, for all cancellations made at least 30 days prior to the rental start date. Less than 30 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund including the service fee will be granted. **If the rental is canceled within 30 days of the departure date, is a no show, or does not pick up the rental within the pick up times allowed, there will be no refund.** The security deposit will be refunded the same way it was paid (cash/credit card - 7 business days/check 21 business days).

16. **Travel Areas.** Generally, travel is not recommended in the summer months (July & August) in the desert areas (i.e. Death Valley) due to overheating, which may cause tire damage and other problems. If a problem occurs you will be responsible to pay for any damage

caused and any loss of revenue while the vehicle is being repaired. If you are traveling to an elevation of 2500 feet or more you may encounter troubles with the operation of the generator (if supplied). If this occurs we suggest you hook up to 110 volts to operate the 110 volt appliances. If the generator malfunctions due to elevation please do not use or try to adjust the generator. No compensation will be made for generator malfunction. During the winter months we do not recommend that you travel to or through snow areas, use snow chains, or travel where the weather is below freezing. Tire chains can damage tires if not properly installed and the holding tanks may freeze and burst, the renter will be responsible to pay for any damages caused and any loss of revenue until the rental vehicle can be rented again. **Note: This vehicle is NOT equipped for winter water usage. Unless the owner and the renter agree to a retrofit, the water system should not be used in winter. Any repair fees for damaged caused will be the Renter's responsibility. Any loss of use or rental income is also the Renter's responsibility.**

17. **On Road Concerns.** If you experience mechanical concerns or have equipment operation questions you should refer to the documentation provided to you at the time of departure. If the problem persists or you have concerns, please call us at 615.RV4.FUN2. If you are calling after hours, please leave a message and a tech will be paged and return your call. If renter does not call for assistance, we cannot assist you with your concern. Please be sure to bring a cell phone on your trip. Renter must call Owner for assistance to help with all concerns and mechanical questions. **It is the responsibility of the renter to have a cell phone or means of calling to contact us for assistance.** No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by Owner and receipts of repairs are given to Music City RV staff on return. If renter is at fault for any damage, or mechanical failure, renter will be responsible for the entire contract and any loss of future rental income to Owner caused by the renter. If the RV breaks down and breakdown was not caused by renter, and renter is unable to continue on their trip or sleep in the RV, Owner's responsibility is to only credit the renter for any nights (nightly rate paid on rental contract) RV was not used. Renter is responsible for checking wheels and tires (check for overheated axle hubs, correct torque on wheel lugs, correct air pressure in tires) and hitch connection at each refueling. Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. **Please note: We recommend that you bring a tool kit with a 12 volt test light, tape, fuses, cell phone, and a cooler with you on your trip. These things may come in handy if needed.**

18. **Smoking and Pet Policy.** There is **No Smoking** in any of the RVs, and No pets are allowed without written permission. If the motor home is returned with any kind of smoking odor or pet hair, additional charges will apply to the rental contract. Costs may vary from minimum of \$300 up to the amount of the full security deposit.

19. **Convenience Items.** **The A/C, Coffee Maker, Generator (if supplied), Radio, jacks, etc., are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to the renter. For assistance, renters are advised to consult the documentation provided at the time of departure or contact Owner at 615.RV4.FUN2.**

20. **Tires.** In the event of a tire failure the renter is responsible for replacing the tire at their expense with the same type of tire and bring back the receipts for the one purchased. DO NOT change the tire yourself!

21. **Dry Camping.** Dry Camping is not advised. When the renter is "Dry Camping" (not connected to an external power source), problems will most likely arise due to a low battery or failure. The battery will continue to become low until renter is connected to an external power source. Owner is not responsible for the battery being low or any appliance or vehicle malfunctions of the vehicle due to dry camping. **NO reimbursements will be given for "Dry Camping Malfunctions".**

22. **Early Returns / Extending Rental Dates.** Renter is responsible for looking over the rental contract to ensure that all rentals costs and rental dates are correct before their departure. If renter wishes to extend their rental dates, renter must call Owner for approval. There are NO refunds for early returns. If renter does not return on scheduled return date and has not called Music City RV for approval to extend, renter will be charged additional rental day (s), and inconvenience fees incurred by the next renter if any.

23. **Refunds.** **No refunds will be given for no shows, late pick-ups, or early returns.**

24. **Generator.** If supplied, Renter will receive 6 hrs free per day on generator usage. After 6 hours renter will be charged additional fees according to the face page of the contract.

25. **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.

Security + Damage Deposit Detail

How do I avoid extra fees? Follow the check list below to maximize your chances of receiving the entire security/damage deposit back.

NO DAMAGE TO INTERIOR OR EXTERIOR WHILE YOU ARE RESPONSIBLE FOR THE RV – MCRV will take pictures of the unit before your departure. We strongly advise you walk along with us and take your own pictures of any pre-existing damage. This is very important as you are responsible for any damage that occurs while you are renting the unit (no matter how small). Please notify us immediately via email or text if any damage occurs. **Keep in mind that our labor rate is \$125 per hour, most shops are \$140-\$175 per hour. Be careful to avoid damage!*

PLEASE BE AWARE OF MILEAGE AND GENERATOR USAGE – You have prepaid your estimated mileage upon departure based on the rate stated in your contract. Upon your return, we will settle your additional mileage and your hourly generator usage. As a reminder, generator usage is included in your rental for 6 hours per day, any usage above and beyond that time will be charged as per your rental contract. We will assess these additional charges as needed upon check in of your rental unit.

REPLENISH FUEL AND PROPANE TANK – You are responsible to replenish the fuel and propane tanks. Upon return, the gauges MUST read at least 3/4 full – anything less you will be charged \$50 for Class C, \$75 for Class A. In addition there will be a \$1.00 surcharge per gallon over average local pump prices. This means that if you return BOTH empty you will be charged the above fees for EACH tank.

WASTE FEES: GREY + BLACK WATER TANKS MUST BE EMPTY – If you return the camper not emptied you will immediately be charged \$150.

PAY YOUR TOLLS – Before returning the RV, please make sure to pay any tolls that were accumulated during your trip. **Minimum charge for toll violations start at \$25.00 per occurrence.*

RETURN ALL CONTENTS OF CAMPER – We will have a check list of all contents in the camper to review upon departure and again when you return. You will be charged to replace any missing or damaged items.

LATE RETURNS – Make sure you return at your agreed upon time. There is a \$50 per hour fee if you are late.

PET POLICY – Some of our units have a strict no pet policy. If you are renting a unit that is pet friendly, you must have the agreement in writing. Please note that due to allergies, if evidence of unapproved pets is found we must fumigate the unit. This service starts at \$300.

DO NOT GO ON THE ROOF OR REAR LADDER – There are NO safety features on the ladder or roof. Going onto the ladder or roof will result in the loss of your full deposit.

TOWING – We advise that you do not tow while traveling with our RV's. However, on a case-by-case basis this may be allowed, but you MUST have MCRV approval in writing before you tow. Even with approval – NO RENTALS, NO BOATS – NO EXCEPTIONS. Minimum charge \$1000 or \$1/mile in addition to the standard mileage rates. Towing without permission will invoke the normal fees plus a \$2500 penalty. If the hitch security band is broken, we will assume you towed and you will be charged accordingly.

NO SMOKING AND/OR ODORS OF ANY KIND – This includes odorous foods (fish, seafood), campfire, scented candles and/or incense. Note: if you cook bacon, all grease must be cleaned up and unit must be aired out before returning.

Departure Check-List

Is your RV ready to return? Review the lists below to make sure!

We hope you've had a great trip! Just a reminder that our rental agreement asks that you return the RV in the same clean condition in which you picked it up. We do not expect you to sanitize the RV (we will do this), but a heavy cleaning shouldn't be necessary upon return. To help you meet our expectations, we've put together a list of items for you to check as you pack up and head home. Thanks in advance for your help keeping our RV's clean and in great shape!



We advise taking care of the indoor check-list before moving to the outdoor check-list. This helps ensure the awning and slide-out are properly stowed for travel. It is very important!

INDOOR:

1. Wash all dishes. Put dishes away where they were found.
2. Wipe down sinks, stove area, and inside any appliances that have been used (fridge, oven, microwave, ect.).
3. Place dirty sheets, bath/kitchen towels in the shower, please do NOT remove mattress covers from beds.
4. Secure all loose items inside camper and in the cabinets.
5. Clear area where slide-out will retract.
6. Sweep floor.
7. Remove all trash.
8. Turn OFF water heater.

OUTDOOR:

9. Clean any debris and retract awning.
10. Double check interior space is clear. Retract slide-out.
11. Empty black, grey water tanks – (\$150 charge if tanks are not empty upon return.)
 - + Empty black water holding tank.
 - + Rinse black water holding tank.
 - + Empty black water holding tank AGAIN.
 - + Empty grey water holding tank.
12. Disconnect water or turn off water pump.
13. Retract stabilizer jacks.
14. Check tire pressure and mirrors
15. Do a final walk around of the RV:
 - + Lock all storage compartments
 - + Close windows and roof vents
 - + Close and latch door and make sure steps are up
 - + Double check the awning is retracted and secured
 - + Check your surroundings for obstacles