

# Team 21 Rental Agreement

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# Rental Agreement Terms and Conditions

## Definitions

“Agreement” means all terms and conditions found in these Terms & Conditions, the Face Page, reservation documents, 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 or in reservation documents, 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 JOHN SPOONER, AMANDA TAYLOR or TEAM 21, LLC dba “Ozark Mountain Camper Rentals”. “Authorized Driver” means the renter and each driver permitted to drive the Vehicle or 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” or “Camper” means the recreational vehicle identified in this Agreement or in your reservation documents and each vehicle we substitute for it, all the Vehicle’s tires, tools, accessories, equipment, awnings, keys, and vehicle documents. The Vehicle may be equipped with global positioning satellite (“GPS”) or other tracking technology 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. “Departure” is the day and time listed on this Agreement or in your reservation documents for you to pick up the Vehicle; “Return” is the day and time listed on this Agreement or in your reservation documents for you to return the Vehicle.

## Rental, Indemnity and Warranties

This is a contract for the rental of the Vehicle. Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties hereto or to create an agency relationship and neither party shall take any action which could reasonably lead a third party to assume that it has the authority to bind the other party or make commitments on such party’s behalf. 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. You agree to hold us harmless and our directors, officers, subsidiaries, affiliates, agents, and employees from and against any and all loss, bodily injury, damages, and expenses of any kind arising from this rental. 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.

## Departure and Return

If you do not arrive at your scheduled Departure time, your Departure may be delayed until a later time. Being more than two hours late for Departure will result in the cancellation of your reservation with no refund. You will be charged a \$40 per hour late fee if you arrive late for Return. You will also be responsible for any Loss of Use including for canceled rentals, due to your late Return. In addition to the late fee for every hour remaining in the Return day, you will be charged for a full-day rental at regular price for every day past the Return day if the Camper is not returned on time, regardless of the time of day returned. Abandoning the Camper or failure to Return the Camper on the Return date will result in automatic forfeiting of your entire security deposit in addition to late fees and charges for extra days. Any changes to the Return time listed on this Agreement or in your reservation documents must be made prior to the last day of the Rental Period and be approved in writing. The Renter listed on the agreement or in the reservation documents agrees to be present at Departure and Return and agrees to complete all required forms. Failure to be present at Departure and to complete all forms will result in the forfeiture of your security deposit.

## Your Representations and Warranties

You represent and warrant that: any towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law. You acknowledge towing or operating the Vehicle requires skill, braking distance and awareness and agree to drive in a safe manner, following all speed limits and laws, allowing plenty of braking distance, and refraining from distractions including use of a phone.

## Condition and Return of Vehicle

You agree to: carefully examine the Vehicle and mark any previous damage on the Departure Form; maintain the Vehicle, its contents and Optional Equipment in a safe and workable condition while in your custody; examine the Vehicle at regular intervals during the Rental Period, including checking fluid levels, and to maintain the equipment in the same condition it was delivered; check the condition of the tires and tire pressures of the Vehicle at regular

intervals; and you further agree to inspect any Camper for pests, including mice, ants, and other bugs; to treat it for any pests found during the Rental Period; and to notify us immediately if any pests are detected. You are responsible for any consequential damage from not examining and maintaining the Vehicle on a regular basis. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement or in your reservation documents, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Any service, repairs, or replacement of parts during the Rental Period must be pre-approved in writing. You must bring back the defective part you replaced and the receipt for reimbursement. If you purchase an item (e.g., sewer or water hose, etc.), the item you purchased and the receipt must be surrendered upon return for reimbursement.

## 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 and for all damage or loss you cause to others. 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 of \$100; (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. If the amount of the security deposit is insufficient to satisfy all Charges, then you agree to pay all Charges in excess immediately upon demand. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

## Prohibited Uses

The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement: (a) Towing, using or operating 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 prescription or non-prescription 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 material; (vii) outside the United States or Canada or any geographic limitations indicated elsewhere in this Agreement or your rental documents; (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; (xiii) while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; or (xiv) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle; (c) Failing to properly secure the vehicle to the towing vehicle; (d) Failing to summon the police to an accident involving the Vehicle; (e) Damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Vehicle without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Vehicle; (h) Transporting passengers in or on the vehicle while the Vehicle is being towed; (i) Placing signs or lettering on the outside of the Vehicle; (j) Placing loudspeakers or other sound equipment on the exterior of the Vehicle; (k) Failing to use the Vehicle in compliance with all instructions and warnings provided by us; (l) tampering with or disconnecting any odometers or hour meters; (m) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; and (n) Smoking in the Vehicle.

## Optional Equipment

We offer certain Optional Equipment, including but not limited to kitchen or linen packages, brake controllers, and camping chairs 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.

## Insurance

Collision and comprehensive insurance is offered on the Vehicle with a deductible. You are responsible for the deductible amount. This insurance does not cover your personal items, including any cargo being towed; Loss of Use; or our administrative expenses incurred processing a damage claim. 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. You are responsible for all damage or injury you, your guests, and any passengers cause to

others and you agree to provide liability, collision, and comprehensive insurance coverage covering you, us, and the Vehicle.

## Charges and Costs

You must use a Visa, MasterCard, American Express or Discover Card to rent a Vehicle. A deposit of 50% of booking total is due at time of reservation and full payment is due 7 days before the Departure Date. Renter may receive a full refund of booking total, minus any service fees, up to 30 days before rental, 50% refund of booking total minus service fees within 30 - 14 days of rental, no refund within 14 days of rental. If you return the Vehicle early, you will not be refunded for the days you did not use. This includes if you have an accident or crash in the unit, however if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance. 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. 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 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; (h) replacement cost of lost or damaged parts and supplies used in Optional Equipment. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer. You authorize us to make additional charges to any credit card used for Charges or the Reserve to cover costs associated with damages, deductibles, or fees.

## 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. Properly securing any contents carried in or on the Vehicle is your responsibility, including furniture, doors, and vents, etc, that are part of the Vehicle. Utilizing any straps, ratchets, bindings, chains, winches, or similar materials and products found in the Vehicle is done at your own risk and no warranties are made for the suitability of these items.

## 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 "Violation") assessed against you, us, or the Vehicle during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm ("Processor") of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

## Our Responsibility to You

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. 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; you acknowledge and agree that a full refund of Charges is your only right and remedy and that no remedy shall exceed the amount of the Charges. You agree that we are not liable for any incidental or consequential damages, damages for loss of profits or opportunities or exemplary or punitive damages, regardless of the circumstances from which such damages arose.

## 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.

## 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. 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. All terms and provisions of this Contract that should by their nature survive the termination or expiration, regardless of reason, of this Contract shall so survive.

## Addendums

### Rental Agreement Addendum - Campers

**Excess Cleaning Fee:** It is the expectation that the camper be returned in similar condition that it was in at the beginning of the rental. All campers are cleaned upon return, and allotted 30 minutes for cleaning. Campers that are returned unclean and require more than 30 minutes of cleaning will be charged an Excess Cleaning fee. This fee is charged solely at our discretion.

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

**Pets:** Pets are allowed if pre-approved. We welcome cats and dogs that are well-behaved and friendly. However, pet damage can often be extensive if they are not monitored. We recommend that pets not be left alone in the camper for their safety and to reduce the risk of damage. Leaving a pet in a camper can be as dangerous as leaving a pet in a car if there is a power failure and the AC were to fail. We strongly recommend against leaving pets in campers.

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

**Campground Reservations:** You are responsible to make and pay for all camping arrangements. You must have adequate supplies of water and power and ways of dealing with your wastewater. You agree you will dispose of wastewater in a sanitary manner and that we are not responsible for any related violations, including campground or government fines. We provide 25 feet of water hose, 25 feet of power cord and 10 feet of sewer line. Most campsites are equipped with standard 30amp and 50amp RV outlets. While we do allow camping without power and water hook ups, boondocking, it will require you to make extra preparations. Arrangements for additional needs must be made in advance and agreed to in



writing; some fees may apply. You also acknowledge that any campsite must be suitably clear and level with easy access for the Vehicle. We reserve the right to refuse or cancel rentals if we are concerned about the camping location. If an unsafe or inadequate campsite is discovered upon delivery, the Camper will return with us and the reservation will be canceled with no refund. You acknowledge and understand that we do not re-supply the Camper. The Camper is rented equipped with gray, black, and fresh water holding tanks. If you camp in a site without hook ups, it is your responsibility to ensure that these resources last your entire stay. We will not provide additional water, holding tank capacity, propane, or batteries during your rental period.

**Electric:** Damage can occur to the Camper, especially the AC unit, if there is not proper power. You must always use a 120 volt outlet on at least a 30 amp breaker. Also, using too much electrical equipment at once, (e.g., AC, electric water heater, hair dryer, microwave) may overload the system and cause damage. You will be responsible for any damage caused by improper power.

**Generators:** These are not designed or allowed to be used as primary power while you are camping by running them for extended periods of time. If you desire air conditioning, you need to use a campsite with "shore power." You acknowledge the risk from carbon monoxide poisoning and agree to use extreme caution while using the generator, especially while anyone is sleeping in the unit. Generators are provided with a full tank of fuel. No additional fuel is provided. The renter is responsible for following proper operating directions for the generator.

**Waste Holding Tanks:** We will dump waste holding tanks after your rental. If you are on a longer rental and the tanks fill up during your trip, you will be responsible for emptying them. We do not provide a "tank tote." The gray water tank can fill quickly, especially with long showers. Check the gauges to see how full the tanks are, but understand that the black water sensors frequently misread the tank as fuller than it is. If the gray water tank is full, it will back up into the shower; dump it immediately because it will start to stink.

**Toilets:** An RV toilet is not like a regular toilet- there is no water in the bowl. Add water to the bowl before using it and make sure to use plenty of water when flushing; this helps empty the black water tank. We will have added RV toilet sanitizer prior to delivery. If you empty the black tank, you will need to add ONE tablet into the toilet with about a gallon of water. Putting anything other than human waste or the supplied RV toilet paper in the toilets will result in an extra cleaning fee.

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

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

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

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

**Pets:** We know pets are part of the family so we allow pets under 50lbs. Many renters are allergic to pets so we must clean the RV after a pet has been in it to remove all the pet hair and dander. Do not leave pets in the RV unattended; they can become anxious in a new environment and cause damage. It is recommended that pets sleep in their kennel at night and pets are not allowed on the furniture. Damage caused by pets will be charged against the deposit and can be extensive. You acknowledge you are responsible for any damage or odor caused by your pet.

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

**Freezing Weather:** If you operate the Camper in freezing weather, it is your responsibility to winterize and drain the water lines to prevent freezing; you are responsible for any damage caused by freezing weather and water.



You agree to provide a picture of your Driver's License and Insurance Card and a picture of the front and back of any credit cards being used for Charges, including the Security Deposit, at the time of Reservation. You will also provide the same Drivers Licenses, Insurance Cards, and credit cards at time of Departure. You hereby authorize and give consent to us to make all necessary contacts to confirm reservation information. You consent to photos being used by Owners for marketing. By signing below, you agree to the terms and conditions of this Rental Agreement and Addenda; acknowledge that you had an opportunity to read the entire Agreement and Addenda before signing; authorize us to process additional credit/debit card vouchers in your name for all Charges, including Tolls, Violations and Damages; and authorize us to release your billing/rental information to third parties for billing/ processing purposes.

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Renter Signature and Date

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Renter Printed Name

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Representative Signature and Date