

## RENTAL AGREEMENT TERMS AND CONDITIONS ("Terms & Conditions") – New Jersey

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 any additional driver listed by us on this Agreement provided that each such person has a valid driver's license and is at least 25 years of age. Only Authorized Driver's are permitted to drive the Vehicle. "**Vehicle**" means the recreational vehicle, motor home, truck camper, or other motorized vehicle identified in this Agreement and any vehicle we substitute for it and all its tires, tools, accessories, equipment, appliances, 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 on our behalf. "**Charges**" means the fees and charges that are not 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.

2. **Rental Idemnity 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 idemnify us and hold us harmless from all claims, liability, costs and attorney 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. 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. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of gas as as when rented.

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 and 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–\$1,500 damage = \$150 fee; \$1,501–\$2,500 = \$200 fee; over \$2,500 damage = \$250 fee; (d) towing, storage, impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with the enforcement of this Agreement or collection of Charges, including attorney's 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 uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be used: **(a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of a prescription or non-prescription drug or alcohol; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Vehicle; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Vehicle; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal material; (i) outside the United States, Canada, or the geographic area indicated elsewhere in this Agreement; (j) when loaded beyond capacity as determined by the manufacturer of the Vehicle; (k) on unpaved surfaces except at licensed public campgrounds; (l) to transport more persons than the Vehicle has seatbelts, or to carry passengers outside the passenger compartment; (m) to transport children without approved child safety seats as required by law (in New Jersey, a child who is under 8 and weighs less than 80 lbs. must be secured in a child passenger restraint system or booster seat in a rear seat); (n) when the odometer has been tampered with or disconnected; (o) when the Vehicle's fluids are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (p) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (q) after an accident with the Vehicle unless and until you summon the police to the accident scene; (r) to transport an animal (other than a service animal); (s) in or through a structure of an underpass, gas station, drive-through, or other object where there is insufficient clearance (width or height); (t) by anyone who is sending an electronic message, including text (SMS) messages or e-mails, while operating the Vehicle; or (u) in violation of any "Rules of the Road", vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental. Sitting, standing, or lying on the roof of the Vehicle and smoking in the Vehicle also are prohibited.**

#### **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT.**

6. **Optional Equipment.** We offer certain Optional Equipment, including navigational systems, kitchen or linen packages, and child safety seats, upon request and subject to availability for your use during the rental at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.** If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location.

7. **Insurance.** You are responsible for all damage or loss you cause to the Vehicle and to others. You must provide us with proof of insurance indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. We also provide an insurance policy ("**Policy**") that provides automobile liability, coverage for bodily injury, and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. **PIP, medical payments, no-fault, uninsured or under-insured motorist coverage will be for the minimum limits required by applicable law.** 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. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

8. **Charges and Cost.** 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 of 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 credit/debit card Issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card Issuer, and refund of your Deposit may require up to 21 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all charges, including: (a) base rental rate for the Rental Period; (b) excess mileage fee if applicable; (c) charges for additional drivers; (d) optional products and services you purchased; (e) gas, if you return the vehicle with less gas than when rented; (f) taxes and surcharges; (g) all expenses we incur 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; (h) all costs, including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a reasonable fee not to exceed **\$150** to clean the Vehicle if returned substantially less clean than when rented; (j) a fee up to **\$150** if you lose the key to the Vehicle; (k) 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 standard rates for each day (or partial day) **after the due-in date** which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; and (l) 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.**

9. **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.

10. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly all Tolls ("Tolls") and 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 Toll or 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.

11. **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.

12. **Our Responsibility to You if the Vehicle Becomes Inoperable.** You agree that we may disclose personally identifiable information about you to 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.

13. **Cancellation.** If you cancel within five (5) days of booking there is no charge as long as your departure date is 30 days from the reservation date. Reservations canceled more than five (5) days after the reservation date are subject to the following maximum cancellation charges:

- More than 30 days prior to departure – \$75
- 30 to 15 days prior to departure – \$250
- 14 to 8 days prior to departure – \$500
- 7 to departure day including no-shows – 100% of rental fee

14. **Miscellaneous.** No terms 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 in this Agreement is not a waiver of any additional breach of 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. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. This Agreement will be governed by the substantive law of the State of New Jersey, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the courts located in New Jersey.

**MBA Choice New Jersey 041115**