

## MWA SportTrek Rental Agreement

This Rental Agreement is made by and between:

Midwest Adventures, LLC., ("Midwest Adventures") 1640 Red Barn Drive, North Liberty, IA 52317, Phone 319 430-2180; and "Renters, Authorized Drivers" attached hereto and incorporated herein as Exhibit A.

Equipment, Trip Description and Price: attached hereto and incorporated herein as Exhibit B.

### 1. Definitions.

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials Renters or Authorized Drivers sign, or Midwest Adventures provide at the time of rental.

"Midwest Adventures", "our" or "us" means Midwest Adventures, LLC., its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Midwest Adventures.

"Renter" or "Renters" means each person identified on Exhibit A as a Renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by Midwest Adventures at its or the Renters' direction. All persons referred to as Renters are jointly and severally liable and bound by this Agreement.

"Authorized Driver" means the Renters and any additional driver listed on Exhibit A to this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment.

"Equipment" means the Vehicle and Trailer listed in Exhibit B hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment Midwest Adventures' substitutes for it, and all its tires, tools, accessories, equipment, keys, and ancillary equipment documents.

"Physical Damage" means damage to, or loss of, the Equipment caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Equipment due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision.

"Loss of use" means the loss of Midwest Adventures, its agents', subcontractors', and assigns' ability to use the Equipment for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the Equipment is damaged or lost until it is replaced or repaired, times the daily rental rate.

2. Rental, Indemnity and Warranties. This is a contract including for rental of the Equipment. Midwest Adventures may repossess the Equipment at Renters expense without notice to Renters if the Equipment is abandoned or used in violation of law or this Agreement.

Renters agree to indemnify Midwest Adventures, defend Midwest Adventures, and hold Midwest Adventures harmless and immune from all claims for injury or damages, liability, costs, and attorney fees Midwest Adventures' incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment. Midwest Adventures makes no warranties, express, implied or apparent, regarding the Equipment, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment, except and only if Midwest Adventures is wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

3. Condition and Return of Equipment. Renters must return the Equipment to Midwest Adventures' rental office or other location Midwest Adventures specifies, on the date and time specified in this Agreement's Exhibit B hereto, and in the same condition that Renters received it, except for ordinary wear. If the Equipment is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Equipment until Midwest Adventures inspect it upon Midwest Adventures next opening for business. Service to the Equipment or replacement of parts or accessories during the rental must have Midwest Adventures prior approval. Renters must check and maintain all fluid levels.

4. Responsibility for Damage or Loss; Reporting to Police. Renters are responsible for all damage to, or loss or theft of, the Equipment, which includes the cost of repair, or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or Midwest Adventures elect not to repair the Equipment, plus loss of use, diminished value of the Equipment caused by damage to it or repair of it, and Midwest Adventures' administrative expenses incurred processing the claim, whether or not Renters are at fault. Renters must report all accidents or incidents of theft and vandalism to Midwest Adventures and the police as soon as Renters discover them.

5. Prohibited Uses. The following uses of the Equipment are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Equipment:

(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 any drug or alcohol;

(c) by anyone who obtained the Equipment or extended the rental period by giving Midwest Adventures false, fraudulent, or misleading information, or who withheld information that would have caused Midwest Adventures not to rent the Equipment;

(d) in furtherance of any illegal purpose or under any circumstance that would constitute a

violation of law other than a minor traffic violation;

(e) to carry persons or property for hire;

(f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, Exhibit B hereto, to teach anyone to drive, or to carry objects on the roof of the Equipment;

(g) in any race, speed test or contest;

(h) to carry dangerous or hazardous items or illegal materiel;

(i) for travel outside of the United States or Canada, specifically excluding travel into Mexico;

(j) when loaded beyond its capacity as determined by the manufacturer of the Equipment;

(k) on unpaved surfaces, except at designated campgrounds;

(l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment;

(m) to transport children without approved child safety seats as required by local law;

(n) when the odometer has been tampered with or disconnected;

(o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment;

(p) in a manner that causes damage to the Equipment due to inadequately secured cargo;

(q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and

(r) for anyone sitting, standing, or lying on the roof of the Equipment.

6. Insurance. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, Midwest Adventures as a third-party beneficiary, passengers, and the Equipment in the minimum amount of \$20,000 of bodily injury to or death of one person in any one accident; \$40,000 because of bodily injury to or death of two or more persons in any one accident; and \$15,000 because of injury to or destruction of property of others in any one accident. Midwest Adventures' own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, Midwest Adventures shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess, or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose

laws apply to the loss. Renters, Authorized Drivers, and Midwest Adventures reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by Midwest Adventures, or Midwest Adventures' insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

7. Charges. In addition to the basic trip cost stated on Exhibit B hereto, Renters will pay Midwest Adventures, or the appropriate government authorities, on demand all charges due Midwest Adventures under this Agreement, including:

(a) time and mileage for the period Renters keep the Equipment, or a mileage charge based on Midwest Adventures' experience if the odometer is tampered with;

(b) charges for additional drivers;

(c) optional products and services Renters purchased;

(d) fuel throughout the trip, or if Renters return the Equipment with less fuel than when rented;

(e) applicable taxes;

(f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Equipment assessed against Midwest Adventures or the Equipment;

(g) all costs, including pre- and post-judgment attorney fees, Midwest Adventures incurs collecting payment from Renters or otherwise enforcing or defending Midwest Adventures' rights under this Agreement;

(h) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due;

(i) \$50, plus \$5/mile for every mile between the renting location and the place where the Equipment is returned, repossessed, or abandoned, plus any additional recovery expenses Midwest Adventures incur;

(j) \$50 or the maximum amount permitted by law, whichever is greater, if Renters pay Midwest Adventures with a check returned unpaid for any reason; and

(k) a reasonable fee to clean the Equipment if returned substantially or materially less clean than when rented.

8. Deposit Midwest Adventures may use Renters' deposit to pay all charges owed to Midwest Adventures under this Agreement.

9. Renters' Property. Renters and Authorized Drivers release Midwest Adventures, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Midwest Adventures from all claims for loss of, or damage to, Renters' personal property or that of any other person, that Midwest Adventures received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in Midwest Adventures' offices, unless the loss or damage was caused by "Rental Company Name" sole negligence or was otherwise Midwest Adventures' responsibility expressly-agreed in writing.

10. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Equipment and breaches of this Agreement. Renters and Authorized Drivers waive all recourse against Midwest Adventures, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Midwest Adventures for any criminal reports or prosecutions that Midwest Adventures takes against Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' breach of this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that Midwest Adventures has signed. If Renters wish to extend the rental period, Renters must return the Equipment to Midwest Adventures' rental office for inspection and written amendment by "Rental Company Name" of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and Midwest Adventures. All prior representations and agreements between Renters, Authorized Drivers and Midwest Adventures regarding this Agreement are void.

12. Waiver, Damages, Assignment. An express waiver in writing by Midwest Adventures of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Midwest Adventures' acceptance of payment from Renters or Midwest Adventures' failure, refusal, or neglect to exercise any of Midwest Adventures' rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, Renters and Authorized Drivers release Midwest Adventures, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Midwest Adventures from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

13. Trip Termination. The Trip shall terminate at the earlier of the end of the Trip described in Exhibit B, or at any time prior to the completion of the Trip by Midwest Adventures in its sole discretion with or without cause by giving cancellation notice orally or in writing to any Renter. The restrictions and obligations of all other paragraphs, particularly those relating to liabilities of this Agreement shall survive any expiration, termination or cancellation of the Trip and shall continue to bind the parties hereto and their respective successors, heirs, and assigns.

14. Headings. The headings in this Service Agreement have been inserted for

convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

15. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

16. Jurisdiction, Venue. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Iowa. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction, Johnson County, IA. The Renters and Authorized Drivers irrevocably consents to such jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

Midwest Adventures, LLC By: _____ [date]_____	
Renter, Driver _____ [print name]_____ [date]_____	Renter, Driver _____ [print name]_____ [date]_____

Rental Agreement Terms and Conditions

Exhibit A: Renters and Authorized Drivers

Name: \_\_\_\_\_ Renter ~~Driver~~

Driver's License #, ST \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Renter ~~Driver~~

Driver's License #, ST \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

## Rental Agreement Terms and Conditions

### Exhibit B: Equipment, Trip Description, and Price

#### **Equipment:**

RV, Make and Model: 2018 Venture SportTrek 320VIK

VIN: 4EZT1322XJ8069578

Renters Insurance Information:

Name of insured as it appears on insurance policy\_\_\_\_\_

Carrier\_\_\_\_\_

Policy Number\_\_\_\_\_

Effective Dates\_\_\_\_\_

\*Note that a copy of the renters insurance ID card or copy of a binder of coverage is also acceptable.

#### **Trip Description and Price:**

You do hereby agree to rent the 2018 SportTrek from Midwest Adventures, LLC (Property Manager(s)) and Scott and Lisa Stevens (Owner(s)) under the following terms and conditions:

1. The rental period shall be **negotiated through RV share**.
2. The rental period is determined on a 'per night' calculation of **\$139** and payment will be made according to the following structure:
  - a) **All rental fees will be negotiated through RV Share.**
3. Additional charges may include:
  - a) A wastewater dumping charge of **\$59** if applicable.
  - b) A **\$100** delivery, set up, onboard water, dump, and return fee if applicable within 20 miles. (included in fee)
  - c) Delivery outside 20 miles is negotiable by Owner(s).
4. You understand that the sum of the rental includes a cleaning fee of **\$75** if returned clean or without excess cleaning needs, up to **\$399** for excessive cleaning needs.



5. You agree to pay a late return fee of **\$159** plus **\$250** per day if you do not return the vehicle as originally agreed.
6. **Smoking/vaping is not permitted in the vehicle.** If there is evidence of smoking, vaping or other strong odors, you will be subject to an additional cleaning fee of **\$399** plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion.
7. The refundable security deposit for this rental is **\$1000**.
8. No refund will be given if you prepay for a service but do not use it.
9. You agree to pick up the vehicle at the specified location at the pre-arranged time. **A late pickup fee of \$65 per hour will be charged for each hour that the vehicle is picked up late. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
10. **We have 48 hours from the time you return the RV to inspect it for damage not noticed at check in. You have 72 hours from the time we submit the final check in forms to dispute any damages or other charges.**
11. You release the Property Manager(s) and (Owner(s) from all claims for loss of, or damage to, your personal property or that of any other person, which is left or carried in the vehicle.
12. You agree to pay us on demand for all charges due us under this Contract, including but not limited to: (a) time for the period during which you take the Vehicle; (b) charges for the optional services; (c) applicable taxes if any; (d) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (e) **\$499**, plus **\$0.39/mile** for every mile between the rental location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (f) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (g) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of \$250 for each day that it is unusable or unrentable; (h) **we will not refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in.**
13. You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
14. You have read and agree to all rental rates.
15. Unless authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
16. The manager(s)/owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary

repairs and returning the vehicle to Rental condition as promptly as possible.

17. You agree not to take the vehicle outside of the continental United States or Canada.

18. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.

19. You agree that all insurance information (if applicable) provided is true and valid.

20. You agree that Vehicles shall not be driven off road or any on unpaved surface or on very rough roads of any type.

21. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include wastewater dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.

22. This is a contract for 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 Contract. You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs, and attorney fees we incur resulting from or arising out of, this Rental and your use of the Vehicle.

23. We make no warranties, express, implied, or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

24. You must return the Vehicle to the place of pickup of other location that we specify, on the date and time specified in this Contract, and in the same condition that you received it, except for ordinary wear.

25. If the Vehicle is returned after the specified time, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it.

26. The following acts or uses of the Vehicle are prohibited and **may result in forfeiture of the entire security deposit**: (a) driving/towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driving 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 any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the United States and Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) **on unpaved or very rough roads**; or (b) failing to summon

the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by your intentional, wanton, or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) **use of the awning resulting in any damage or functionality**; (f) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (g) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (h) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (i) disabling the GPS if so equipped.

27. We may use your deposit to pay any monies owed us under this Contract.

28. You release us 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, whether the loss or damage was caused by our negligence or was otherwise our responsibility.

29. No term of this Contract can be waived or modified except by a writing that we have signed. This Contract constitutes the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the state of Iowa and Johnson County govern this Contract.

30. **Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges.** Troubleshooting will occur at the Property Manager(s) or Owner(s) discretion during the trip for these items if there are issues. These include TVs, antennas, CD and DVD players, radios, satellite radios, GPS navigation hardware and software, hair dryers, fans, coffee makers, vacuum cleaners, artificial fireplaces, swiveling seats and left/right/rear cameras.