

## Rental Agreement

This Rental Agreement is made by and between:

JJMRS Recreation LLC, 44 S 7<sup>th</sup> St. Hilbert WI 54129 (920) 225-9484; 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 JJMRS Recreation LLC provide at the time of rental.

JJMRS Recreation LLC "our" or "us" means JJMRS Recreation LLC , its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by “Rental Company Name”.

"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 JJMRS Recreation LLC 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 “Rental Company Name” 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 JJMRS Recreation LLC, 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. JJMRS Recreation LLC 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 JJMRS Recreation LLC , defend JJMRS Recreation LLC and hold JJMRS Recreation LLC harmless and immune from all claims for injury or damages, liability, costs and attorney fees JJMRS Recreation LLC incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment. JJMRS Recreation LLC 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 JJMRS Recreation LLC 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 JJMRS Recreation LLC rental office or other location JJMRS Recreation LLC 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 JJMRS Recreation LLC inspect it upon JJMRS Recreation LLC next opening for business. Service to the Equipment or replacement of parts or accessories during the rental must have JJMRS Recreation LLC 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 if JJMRS Recreation LLC 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 JJMRS Recreation LLC 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 JJMRS Recreation LLC 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 JJMRS Recreation LLC false, fraudulent or misleading information, or who withheld information that would have caused JJMRS Recreation LLC 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, specifically excluding travel into Canada or 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, JJMRS Recreation LLC as a third-party beneficiary, passengers, and the Equipment in the minimum amount of \$129,000. JJMRS Recreation LLC 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, JJMRS Recreation LLC 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 JJMRS Recreation LLC 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 JJMRS Recreation LLC or JJMRS Recreation LLC 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 JJMRS Recreation LLC, or the appropriate government authorities, on demand all charges due JJMRS Recreation LLC under this Agreement, including:

(a) time and mileage for the period Renters keep the Equipment, or a mileage charge based on JJMRS Recreation LLC 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 JJMRS Recreation LLC or the Equipment;

(g) all costs, including pre- and post-judgment attorney fees, JJMRS Recreation LLC incurs collecting payment from Renters or otherwise enforcing or defending JJMRS Recreation LLC 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 JJMRS Recreation LLC incur;

(j) \$50 or the maximum amount permitted by law, whichever is greater, if Renters pay JJMRS Recreation LLC 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 JJMRS Recreation LLC may use Renters' deposit to pay all charges owed to JJMRS Recreation LLC under this Agreement.

9. Renters' Property. Renters and Authorized Drivers release JJMRS Recreation LLC its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by JJMRS Recreation LLC from all claims for loss of, or damage to, Renters' personal property or that of any other person, that JJMRS Recreation LLC received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in "JJMRS Recreation LLC offices, unless

the loss or damage was caused by JJMRS Recreation LLC sole negligence or was otherwise JJMRS Recreation LLC 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 JJMRS Recreation LLC its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by JJMRS Recreation LLC for any criminal reports or prosecutions that JJMRS Recreation LLC 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 JJMRS Recreation LLC has signed. If Renters wish to extend the rental period, Renters must return the Equipment to JJMRS Recreation LLC rental office for inspection and written amendment by JJMRS Recreation LLC of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and JJMRS Recreation LLC All prior representations and agreements between Renters, Authorized Drivers and JJMRS Recreation LLC regarding this Agreement are void.

12. Waiver, Damages, Assignment. An express waiver in writing by JJMRS Recreation LLC 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. JJMRS Recreation LLC acceptance of payment from Renters or JJMRS Recreation LLC failure, refusal or neglect to exercise any of JJMRS Recreation LLC 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 JJMRS Recreation LLC its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by JJMRS Recreation LLC 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 JJMRS Recreation LLC 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 Wisconsin. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction of Wisconsin. 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:

JJMRS Recreation LLC  By: _____ [name], [title] [date]_____
Renter, Driver  [signature]_____  [print name]_____  [date]_____
Renter, Driver  [signature]_____  [print name]_____  [date]_____
Renter, Driver  [signature]_____  [print name]_____  [date]_____

Rental Agreement Terms and Conditions

Exhibit A: Renters and Authorized Drivers

Renter Driver:

Name: \_\_\_\_\_

Driver's License: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Renter Driver:

Name: \_\_\_\_\_

Driver's License: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Renter Driver:

Name: \_\_\_\_\_

Driver's License: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Renter Driver:

Name: \_\_\_\_\_

Driver's License: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Rental Agreement Terms and Conditions

Exhibit B: Equipment, Trip Description, and Price

RV, Make and Model:\_\_\_\_\_2020 Thor Motor Coach Daybreak 30 DB\_\_\_\_\_

VIN:\_\_\_\_\_1FDXE4FS3KDC21101\_\_\_\_\_

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