

## Nomad RV Rentals - Rental Agreement

1. Rental company does hereby lease to Customer and Customer does hereby lease from Rental Company the motor-home described herein and additional equipment thereto as set forth in the addend and hereto upon the terms and conditions set forth herein. This rental contract shall commence on the pick-up date set forth herein and shall terminate on the return date set forth herein except as may otherwise be indicated.
2. The acceptance by Customer of the delivery of the motor home leased herein shall constitute his acknowledgment and admission that he has carefully examined the same and all additional equipment thereto and has received the same in good condition. Customer agrees to examine the motor-home at reasonable periodic intervals, including its tires and to maintain the same in substantially the same condition in which it was delivered to Customer. By taking said Motor-home, the customer agrees to hold Nomad RV Rentals harmless for any and all events during the time the Motorhome is rented, including but not limited to blowouts, breakdown etc.
3. Customer agrees that the Motor-home will not be occupied by a great number of persons than indicated on rental agreement or otherwise does not conform to manufacturers specifications and applicable safe conditions and regulations. Customer further agrees that no person other than those persons listed herein as authorized drivers shall be allowed to drive said motor-home.
4. Customer agrees to pay the rental fee set forth herein and in the event motorhome is held beyond the date set forth herein as the return date to pay an additional rental at the rate per day expressed herein for each day it is held beyond the return date. The return date shall be deemed a whole day for the purpose hereof through the unit may have been held for only part of the day. Customer further agrees to pay upon demand by Rental Company any rental fees lost to liabilities incurred by Rental Company due to Customers holding the motor-home beyond the term specified in this rental agreement.
5. No credit or refund shall be given to the Customer if the motor-home is returned prior to the date it is contracted to be returned and in such event Customer shall be liable for all the charges if the motor-home were returned at the date it was scheduled to return.
6. In the event the number of miles traveled by the motor-home during the time the Customer has use and possession thereof here exceeds the mileage expressed herein, Customer agrees to pay upon the return of the motor-home a mileage charge equal to the dollar amount per mile expressed herein, multiplied by the number of miles and any fraction thereof that the motor-hometravelles in excess of the mileage set forth above and Rental Company and Rental Company's agent is hereby authorized to retain out of any deposit made by Customer to charge per mile for such excess mileage traveled by motor-home.
7. In the event Rental Company is unable to make the motor-home available to Customer for the term of his agreement all prepayments by Customer equal to any charges in excess of a reasonable charge for the use said motor-home for the period it is used by Customer shall be refunded, but Rental Company and Rental Company's agent shall in no event have any liability beyond said refund.

8. Rental Company has employed said rental platform as its agent in its dealing with Customer in the negotiation of and respect to the performance of this rental agreement and said is hereby authorized for and on behalf of Rental Company to do all acts necessary and proper to represent Rental Company in its dealings with Customer including the collection and remittance of monies on Rental Company's behalf the issuance of receipts for monies received on behalf of Rental Company and for its delivery on receiving the motor-home rented hereby.
9. No person shall drive the motor-home during the term of his rental agreement or while said motorhome is in the possession of the Customer except for the authorized drivers whose names are listed herein and Customer covenants that he shall permit no such person other than such authorized drivers to drive said vehicle. Customer hereby represents that each of the authorized drivers including Customer has current valid driver license and is in excess of twenty five years of age.
10. Customers shall maintain the motorhome in strict compliance with the manufacturers maintenance procedures and in accordance with Rental Company's instructions which ever may be given to customer, Customer shall pay Rental Company the value of any equipment, utensils and furnishings set forth on the agenda here to which are lost, stolen, destroyed or damaged during the term of this agreement.
11. If the motor-home is not returned on the date and time specified herein to the place specified herein or such other place as may have been agreed upon between Rental Company's agent and Customer, Customer shall pay upon Rental Company's demand in addition to all other sums payable and all liabilities incurred hereunder a full days charge for the motorhome for each day or fraction thereof. By his signature herein on page two (2) of the rental agreement Customer acknowledges that the Security Deposit will be forfeited if motorhome is not returned on the date and time indicated herein.
12. Customer shall pay for all fuels and shall not be entitled to any reimbursement thereof. Rental company shall reimburse Customer for all necessary repairs to the motor-home during the term of this agreement which are required by any breakdown or damage which is not caused directly or indirectly by misuse, carelessness or negligence of the customer, provided all such repairs are fully documented with work orders, invoices, and receipts. No credit will be given for replacement parts unless they are returned to the Rental Company. Rental Company or Rental Company's agent shall not be responsible for the inconvenience, time loss, road service expenses, emergency lodging, long distance telephone calls or telegrams (except to rental Company's as provided herein), or any other incidental expense necessitated or caused by said breakdown or repairs.
13. Customer agrees to contact Rental Company or Rental Company's agent by telephone at Rental Company's expense if any repair work to the motor-home in excess of \$50 is required and to obtain Rental Company's or Rental Company's agent authorization for such repair at an authorized agency or repair service. Any such authorization for repairs shall not constitute a waiver of any right to charge Customer for such repairs. If in the opinion of Rental Company or Rental Company's agent such repairs were required because of the misuse, carelessness or negligence of Customer or Customer's failure to comply with the terms of this agreement, or with the maintenance instructions given to Customer shall not permit any lien to be placed upon the motor vehicle.

14. Customer at Customer's expense shall maintain liability insurance coverage on the motor-home in the amounts required by state law. Customer shall be liable for the payment of all deductible amounts. Customer agrees to indemnify and save Rental Company harmless from and to defend Rental Company against, any claims, demands or liabilities whatsoever in excess of any insurance limits. Evidence of such insurance as required herein must be presented by Customer to Rental Company or his agent prior to departure unless otherwise provided by Rental Company or Rental Company's agent, Customer is not authorized at any time to obtain by any means whatsoever a policy, binder, rider or other form of insurance which permits the motor-home indicated herein to enter a foreign country. Customer hereby agrees to and assumes full and absolute liability for such unauthorized entry into a foreign country.
15. Customer agrees to pay Rental Company a security deposit in the amount set forth herein prior to departure as stated in this rental contract which deposit (less deduction of any charges authorized hereby, which amounts Rental Company hereby is authorized to retain) after the return of the motorhome, provided Customer is not in default of the terms, covenants and conditions of this rental contract.
16. Rental Company shall not be liable for any damage to property or injury to persons (including death) resulting from the use, operation or possession of the motor-home and Customer shall indemnify and save Rental Company harmless from all such liabilities.
17. Customer agrees to report any accidents involving the motor home to Rental Company immediately after its occurrence in addition, Customer agrees to deliver to Rental Company as soon as practicable, every process, pleading or paper of any kind relating to any and all claims, suits and proceedings received by Customer or any driver or passenger of the motorhome and relating to the use of said motorhome, and none of the drivers or passengers shall in any manner aid or abet any claimant, but shall cooperate fully with Rental Company in all matters connected with the investigation and defense of any claims or suits.
18. Customer shall be solely responsible for and will hold Rental Company harmless from any and all fines, forfeitures or penalties arising out of violation of any law while a motor home is in possession of Customer hereunder and shall reimburse Rental Company for the loss or confiscation of the motor home due to its forfeiture or to the illegal use by Customer, his agents, representatives, employees or any other driver or passenger of the motorhome. Customer shall pay to Rental Company all fees incurred by Rental Company relating to towing, storage and all other recovery charges related to foregoing violations.
19. The relationship between the parties to this rental contract is that of Rental Company and Customer and Customer is not and shall not hold himself out to be an agent or employee of Rental Company or in any other capacity than Customer. Customer shall have no authority to represent or make any commitment binding upon the Rental Company. Where the context so requires, the use of the word Rental Company herein shall be deemed to include Rental Company's agent.
20. Customer shall not assign this rental contract to sublet the motor home leased hereby without the prior written consent of the Rental Company or Rental Company's agent.

21. If the agent or customer breaches any of the terms and conditions of this rental agreement by Customer, Rental Company may, without prior demand, take possession of the motor home by entry upon Customer promises if necessary, with or without process of law in the event of any such breach. Customer shall be liable for any and all expenses incurred by Rental Company in repossessing the motor home or collecting any charge agreed to be paid hereby, including reasonable attorneys fees and court costs. In addition, customer shall be liable for all damages suffered by Rental Company as a result of Customers breach of this agreement.
22. Any waiver by Rental company of any term, condition or provision of this rental agreement shall not constitute a continuing waiver of or a consent to any succeeding breach of the same or any other provision hereof.
23. The remedies granted herein to Rental company are cumulative and are in addition to and not in limitation of any other remedies available to Rental Company by law and Rental Company by pursuing any or all of the remedies provided herein or by law, shall not be deemed to have waived any other remedy.
24. Customer nor any authorized driver shall not operate the motor home in violation of any law, in any race or speed contest, or to propel or tow any other vehicle or in violation of any of the terms of this agreement nor shall the motor home be operated by any person(s) under the influence of intoxicants or narcotics. Customer agrees that the motor home shall not be operated for any illegal purpose, recklessly as to speed or otherwise or over any rough terrain and that the motor will at all times be operated at safe speed with regard to all conditions and at no time to exceed the legal speed limit.
25. Upon return of the motor home, Customer agrees to fill the gasoline tank, empty the toilet and holding tank, or to pay an amount determined in the sole discretion of Rental Company for refilling the fuel tanks and emptying said facilities which charge shall not be unreasonable. Customer further agrees that in the event that the motor-home is not returned in as clean and sanitary condition as when it was delivered to him/her, Customer shall pay all expenses incurred for cleaning the same; in such case, the cleaning fee shall be as expressed herein unless such cleanup requires more than ordinary services in which case Customer agrees to pay for all extraordinary charges in excess of the agreed cleanup fee.
26. If the departure date is less than fourteen days from the date of execution of this rental contract, or within fourteen days after any payment required to be made hereunder. Customer shall make payment of any payment required to be made hereby in the form of a cashier's check , money order, cash or credit cards. All sums of money due under this rental contract shall be made payable to Rental Companies agent, Nomad RV Rentals at its address as set forth on page two (2) of this rental agreement.
27. The rental of the motorhome does not include all of the additional equipment, utensils and furnishings which shall be set forth and listed on an addenda to be executed by the parties hereto prior to departure and shall be additional charge unless otherwise expressly provided for in the addenda or on page two(2) of this rental agreement. Rental Company's agent named herein is hereby authorized and empowered to execute said addenda on behalf of said Rental Company.

28. Where the context so requires, the use of the singular herein shall be deemed to include the plural, the use of the plural shall be deemed to include singular, the use of masculine shall be deemed to include the feminine or neuter gender.
29. If Customer has directed the billing charges herein to be transmitted to another person, firms or organizations shall be jointly and severally liable to Rental Company for payment of all monies due or to become due by reasons of this agreement. A service charge of 2% per month, but not to exceed the maximum rate allowed by law, shall be added to all charges not paid within 30 days of the due date.
30. The number of miles over which a motorhome has been driven under this Rental Agreement shall be determined by reading the standard mileage recording device attached to the motor home by the manufacturer. Customer shall not disconnect or tamper with mileage recording devices, and if there is evidence that the device has been tampered with or disconnected for any reason shall be inoperative. Customer agrees that at the option of the Rental Company, Customer shall pay in addition to all other charges specified in this rental agreement, \$85.00 for each hour while the motorhome is rented under this agreement.
31. Motorhomes are equipped with GPS tracking, Customer shall not disconnect or tamper with GPS tracking device, and if there is evidence that the device has been tampered with or disconnected for any reason and deemed inoperative. Customer agrees to forfeit deposit.
32. Cable, satellite and WiFi connections are not guaranteed to work, as these could also relate to issues with your campsite.
33. Customer agrees that all is operational upon departure and that anything not functioning after leaving, is considered normal wear and tear and that Rental Company is not held responsible for anything non-operational after renter leaves, as it can be due to user error, normal wear/tear, or maintenance required.
34. You as the renter understands that Rental Company will not provide ANY refunds for ANY reason. If a refund is provided under any circumstance, you understand that Rental Company has the right not to refund, and that said refund would only be at Rental Company's discretion.
35. We do not guarantee the functionality of any TV, DVD player, coffee maker, or any other entertainment wise or items included with rental or add ons located in the RV. By renting, Renter agrees to these terms, and if these items are present they are not guaranteed to work within the price paid for the RV.
36. In some circumstances, Nomad RV Rentals has the right to charge "Loss of Use" if damage caused to the RV takes an extensive amount of time to repair/replace and Nomad RV loses a rental over said damages/repairs.
37. Renter has unlimited responsibility for negligent damage, including but not limited to off roading, careless driving or actions which cause damages or any items mentioned in the contract not covered under the insurance.
38. Festivals of any kind must have prior approval. Renter agrees to forfeit the deposit if the motorhome was taken to a festival, special event or restricted area without consent. Renter also agrees to pay for festival rates plus additional cleaning fees and any other

fees incurred but not limited to maintenance fees, repair fees, legal fees, loss of use costs etc.

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement and acknowledge by signing that I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate the vehicle.

Renters Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature acknowledges that renter has read and agrees to the above policies, terms and conditions.