



Carefree Coach Rentals, LLC

Rental Agreement Terms and Conditions

This Rental Agreement is made by and between:

1. Definitions.

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

"Renter" or "Renters" means each person identified on the front of this Agreement 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 us 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 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 on the front of this Agreement, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute 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 our 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. We 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 us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs and attorney fees we incur resulting from, or arising out of, this

Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment We 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 we are 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 our rental office or other location we specify, on the date and time specified in this Agreement 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 we inspect it upon our next opening for business. Service to the Equipment or replacement of parts or accessories during the rental must have our 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 we 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 our 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 us 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 us false, fraudulent or misleading information, or who withheld information that would have caused us 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,

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, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our 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, we 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 we 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 us, or our 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 us, or the appropriate government authorities, on demand all charges due us under this Agreement, including:

(a) time and mileage for the period Renters keep the Equipment, or a mileage charge based on our 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 us or the Equipment;

(g) all costs, including pre- and post-judgment attorney fees, we" incur collecting payment from Renters or otherwise enforcing or defending our 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 we incur;

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

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

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 us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us for any criminal reports or prosecutions that we take 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 we have signed. If Renters wish to extend the rental period, Renters must return the Equipment to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and us. All prior representations and agreements between Renters, Authorized Drivers and us regarding this Agreement are void.

12. Waiver, Damages, Assignment. An express waiver in writing by us 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. Our acceptance of payment from Renters 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.

Unless prohibited by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us 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 the Agreement, or at any time prior to the completion of the Trip by us 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 Pennsylvania. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction in Chester County, Pennsylvania. 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:

By: _____ [name], [title] [date]_____	
Renter, Driver _____ [print name]_____ [date]_____	Renter, Driver _____ [print name]_____ [date]_____
Renter, Driver _____ [print name]_____ [date]_____	Renter, Driver _____ [print name]_____ [date]_____
Renter, Driver _____ [print name]_____ [date]_____	Renter, Driver _____ [print name]_____ [date]_____

Rentals Rules & Agreement Addendum

In addition to the terms of the rental contract: Minimum 2 day rental

_____ **No Refunds for Early Returns:** If you return early we do not refund the days you will 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.

_____ **Fee for Late Returns:** If you are late returning the unit past the agreed time listed and initialed on this page, there is a \$60 per hour late fee. You will also be responsible for the cost of any canceled rentals due to your late return.

_____ All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit. NO EXCEPTIONS.

_____ **NO SMOKING:** Smoking (including cigars, pipes, drugs, VAPING etc) in the unit forfeits your entire security deposit.

_____ **Interior Odors/Campfire Smoke:** Any excessive odors on return may result in a \$250-\$500 Deep Cleaning Fee. When cooking inside the unit, please operate one of the interior exhaust fans closest to the kitchen. For excessive interior odors, the bathroom vent fan is also available. Please take note when windows and doors are open near open flames for grilling and/or campfires. Our team may need to take additional steps to remediate and remove existing odors after your rental. Please be aware of this when camping/tailgating.

_____ **Travel Restrictions:** Our RV units are NOT allowed to travel into Mexico & our insurance does not cover you or the unit in Mexico. No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non- paved road inside a licensed RV Park.

_____ **Toll Roads, Red Light Cameras, parking tickets, etc:** Parking Tickets, Mailed Violations, and Toll invoices are the renter responsibility and we charge a \$25 administrative fee for each invoice we get plus the cost of the violation and toll.

If you plan to use Toll Roads, our EZPASS is available for your use. Any tolls incurred during the rental will be directly applied to your security deposit or credit card on file. In some cases this charge may process up to 90 days after the completion of your rental. Please note where EZ-pass is accepted during your travel. If the state does not accept EZpass, please pay the toll in cash or you may incur administrative processing costs as described above.

_____ **Towing:** Towing is allowed on a case by case basis. Please review the insurance coverage with your rental advisor. Any supplemental insurance purchased does not extend liability or physical damage to the towed equipment or damage caused by the towed equipment.

_____ **Awnings:** Please use extreme care when using the awnings. Awnings are designed as sunshades and not complete shelter from heavy precipitation. As a general rule, the awning should only be open when someone is located underneath it. Please remember to close the awning at night before sleep and before leaving the RV for an extended period of time. Awning parts and total replacement can easily exceed \$1,000 so please exercise caution and encourage your guests to do the same.

_____ **Roof:** Renters are prohibited from using the roof recreationally. Evidence of chairs, stools, or multiple footprints may be cause to lose your security deposit. If it is determined the roof incurred damage, due to structural issues, the entire roof may need replacement. Please follow this and inform your guests of this rule.

_____ **Generators:** RV generators are for running the central a/c and temporary power while traveling. You can run the onboard generator while the vehicle is parked or while moving. Do not run the generator if the RV is parked inside an enclosed space. Each rental includes 4 hours of included generator use per rental day. Each additional hour will be taken from the security deposit at a rate of \$5 per hour. We also offer unlimited generator packages for \$59 per rental day. At the conclusion of your rental, if you have opted to run the generator for a large number of hours, our team will charge the lower of the two options (either unlimited or each additional hour)

_____ **Pets:** We allow small dogs (2 max). A \$150 fee applies per pet. The pet(s) must also be approved prior to securing the rental.

_____ **Stocked Items for the Rental:** You may have selected a few additional Add-On items for your rental. Our add on Kitchen Kit is the package that is yours to own at the end of the rental. If you opt to leave these items behind, we will donate them. Additional Add-Ons that are not returned are not in working order at the end of the rental will be billed to your final invoice.

_____ **Security Deposit:** All rentals require a security/damage deposit. The deposit must be on a credit card via the booking site. Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. NOTE: Some special events may have an additional security/damage deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited or higher deductible event will result in forfeiture and total loss of your security deposit.

_____ **Training & Orientation:** Please confirm your pick up time prior to your pick up date. Our team schedules individual walkthroughs to minimize your wait time and allow you a personal session to ask questions and learn the systems of the RV. When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 30-45 minutes to an hour depending on any prior experience you have with an RV. You will receive a walkthrough video prior to your pick up as well.

_____ **Cleaning:** The coach must be returned with a “Broomswept” clean interior. Excess cleaning fee is up to \$250

_____ **Propane:** Propane is charged at \$5 per gallon upon return.

_____ **Waste Holding Tanks:** PLEASE USE RV TOILET PAPER ONLY. (easily available at camping supply stores or Wal-Mart). Absolutely no other items can be put down the toilet. Hygiene products as well as wipes are not permitted and can cause significant damage to the plumbing system. Please keep this in mind and pass on to your guests. You will be responsible for any resulting damages.

_____ **Contingencies:** Our ability to provide the rental unit you reserved is contingent upon the previous customer returning the unit on time and undamaged. If a unit is not returned, damaged, or otherwise not road worthy when returned from a prior rental and there is no time to repair the unit before your rental, we will offer a full refund for your deposit. Please note we will do everything we can to offer a replacement RV of equal or greater value.

_____ **PLEASE CALL/TEXT US WITH ISSUES:** During your rental, you may experience an unexpected issue with the unit or have a general question. In the event that this happens, please reach out to a member of our team to troubleshoot and help work through a solution with you. We can not help sort out an issue if we don't know about it :) Our number one goal is to make sure you are able to enjoy the unit safely and without problems. We are happy to help answer any questions (no matter how small) to help maintain a positive experience.

_____ **Rental Overages/Fees & Fuel Refill:** Mileage overages charges, generator charges, EZPass tolls, insurance claim deductible, as well as additional fees including cleaning and/or repair fees will be assessed at the end of the rental and applied directly to the security deposit or the credit card(s) on file. The RV must be returned with a full tank of fuel. If you are unable to refill the fuel before return our

_____ **Tape Application inside and outside of the RV:** Please do not apply any tape to the interior or exterior of the RV. Strong adhesives can completely remove and destroy finishes to interior cabinetry for which you may be charged for the full replacement. Remaining adhesive on the exterior of the RV can damage the gelcoat and paint. Our team charges our shop hourly rate (\$145/HR) in additional to any resulting damage, to remove and clean remaining adhesive left behind from masking, packing, duct and other adhesive tapes. Please consider another option before applying tape.

_____ **Weight and Speed of the Unit:**

- **Weight Distribution: Contents of the RV must be evenly distributed.**

- **Speed Awareness:**Travelers should never drive at high speeds with an RV. Never exceed 70 MPH. Heat also is a factor. The warmer the weather, the slower the traveler should drive. The unit is equipped with a GPS monitoring device that will track the speed of the unit.
- **Regular Tire Inspection:** Every time you make a stop, whether for fuel or for the night, you need to recheck the tire pressure and give the tires a visual inspection.
- **Immediate Pull Over:** Pull over immediately if you suspect there are any issues with any of the tires. If a tire is allowed to fail, the damage has already been done and will grow worse with each additional rotation of the failed tire.

Signature _____

Printed Name _____ **Date** _____



Vacation Saver Policy

The staff and management of Carefree RV have done many things to assure you of a trouble free vacation. In the unlikely event that you may experience mechanical difficulties with the vehicle, we have designed our Vacation Saver Policy to help you back on the road as quickly as possible.

What is fully covered?

The following items are FULLY covered:

1. All components necessary for vehicle engine operation
2. Drive-train
3. Brakes

Vacation Saver Allowance for Fully Covered Items

Should the vehicle need repairs requiring over 24 hours for any of the items mentioned in the "WHAT IS FULLY COVERED" an allowance of \$25 per day/per adult for food and lodging and \$25 per day for car rental per vehicle period will be paid. This allowance and any combination of full or partial allowances, is limited to the adult capacity of the vehicle and will never be more than the time and mileage charges on the original rental agreement. Subject to a \$1,200.00 maximum.

What is PARTIALLY COVERED

The following items are PARTIALLY COVERED:

1. Automotive air conditioning
2. Forced air furnace
3. Microwave oven
4. Generator
5. Refrigerator
6. House water pump
7. Slide Out(s)
8. Auxiliary batteries (defects only)
9. 110v Air conditioning
10. Water heater
11. Toilet and shower

Vacation Save Allowance for PARTIALLY Covered Items

Should any of the items listed in the "What is partially covered" fail to operate; an allowance of \$10 per day/per item, up to a maximum of \$70 per item will be paid. This allowance is limited to a maximum of \$300 per vehicle. All other items are not covered. These include automotive cruise control, interior lights, televisions, VCRs, DVDs, radio and stereos, bluetooth functionality, electric sofas/beds, exterior showers and awnings.

How to claim reimbursement under this policy

1. Notify Us

To begin activation of any portion of this Vacation Saver policy you must notify us immediately. We will work with you to solve the problem, authorize you to make any necessary repairs as well as authorize Vacation Saver allowances in accordance with this policy. You must

understand that we are generally open during business hours but will do our best to answer your call in the off hours. If your cell phone is out of range, it does not preclude you from notifying us of your problems.

2. Obtain authorization

Any repairs costing \$50 or more must be authorized by us in advance. Repairs less than \$50 can be made without authorization

3. Keep receipts and old parts

We will reimburse you for authorized repairs paid by you when you present us with the receipt and the old part. We will not reimburse you if you fail to obtain authorization from us, fail to bring back the old part or if you fail to observe warranty procedures.

TERMS OF COVERAGE

This policy begins when you leave our premises with the vehicle; it ends at the sooner of 11:00AM on the scheduled return date or when you return the vehicle to us. The policy covers only technical failures that are NOT caused by or related to negligence, misuse or abuse on the part of the renter, collision or accident.

CONSEQUENTIAL DAMAGES

We will not be liable for incidental or consequential damages due to a mechanical breakdown. Although we will do what we can to get you back on the road quickly, if you miss any appointments or due dates because the vehicle failed, we will not be responsible for things such as loss of income, time, space, or travel reservations, or transportation back to the rental center.

IMPORTANT ADDITIONAL INFORMATION

Your location at the time of a breakdown is not our responsibility. We suggest you keep in mind when you plan your vacation that some areas have little or no mechanical assistance available. Breakdowns in restricted areas are not covered and you are responsible for ALL repairs, towing, related expenses and late charges. It is your responsibility to transport the vehicle to a place where assistance is available.

We assume no liability for delays if you are in a remote area or experience a failure on a holiday or weekend. We also assume no liability if you fail or are unwilling to take reasonable steps (including detours) to have your vehicle repaired.

You are responsible for the vehicle from the time you take possession of the vehicle until you authorize us to release the vehicle to a third party

If you abandon the vehicle you will be held responsible for any and all losses as a result. Repairs made within three days of the breakdown require you to stay with the vehicle. Longer repair times will be dealt with on a case-by-case basis.

Acknowledgement

By signing below you are signifying that you have read, understand and agree to all of the terms and conditions as outlined in this Vacation Saver policy and that these terms are part of the total rental agreement dated today.

Customer _____

Date _____



NOTICE WHEN NOT CONNECTED TO SHORE POWER!!!

Coach battery life is very short

The coach batteries run your lights (inside & out), monitors, refrigerator, slide out, and water pump. They also run your radio/stereo. Plugging electronics and appliances into the outlets on the coach AC/DC will also run off your coach batteries.

Continued use of your batteries will drain them quickly.

Typical battery life (fully charged battery) can be as low as **3-4 hours** if you run all your lights and a TV/stereo, etc.

Recharging your coach batteries can take a very long time (and be expensive):
By generator: 8-12 hrs;
By running engine: 4-6 hrs;
Plugging into shore power: 8-12 hrs;
While driving: 4-6 hrs;
(times approximate)

HELPFUL HINTS:

1. Only have lights on when you need them.
2. Monitor your power usage often
3. Run your engine or generator during the day for a few hours to recharge the batteries depleted by night time use. (Do not leave vehicle unattended).
4. Set the Automatic Generator Start (AGS) system to engage once the batteries drop below 12.1V. Only do this if you are in an outdoor/well ventilated location. (IF EQUIPPED)
5. Hook up to campground electricity whenever possible!

Do not completely deplete battery power. This may destroy the battery. You may be charged for the replacement.