

PRUITT RV RENTAL – “Rules of the Road” (RENTAL TERMS)

- Please let us know if you have any questions regarding any service fee or charge listed here or on the invoice/receipt.
- Any exception made to the rescheduling/cancellation policy will not be in the form of a refund, (but will be “store credit”).
- Before Departure/Delivery – with NO EXCEPTIONS, ever – all payments on the reservation/booking and the damage Security Deposit must be paid-in-full; all DMV/background checks must be completed and cleared; all driver licenses and/or information, and any personal insurance coverage binders submitted to Pruitt RV Rental.

NON-NEGOTIABLE RULES (that could result in forfeiture of entire Security Deposit, at the full discretion of the RV owner):

- Please: NO smoking, NO vaping, NO e-cigs, or any other noxious odor causing activity inside the RV.
- NO transportation, storage, or use of marijuana, whether it is legal, for medical use, recreational use, (or otherwise); or illegal drugs or drug paraphernalia.
- All ANIMALS / PETS must be approved prior to Departure/Delivery. [see specific section “*Pet Policy*” & *ADA statement*]
- Absolutely NO climbing onto the RV’s roof, this action can cause an extreme amount of damage. Roof access is strictly for authorized maintenance and repairs. Renter’s entry upon the roof is a violation of the terms & conditions of RV use.
- Unauthorized towing is PROHIBITED. Any use of the hitch receiver must be authorized with expressed written consent within the rental agreement or rental receipt. Unauthorized towing or removing (or tampering with) the hitch receiver seal or lock will result, at the sole discretion of Pruitt RV Rental, in forfeiture of the Security Deposit.
- ALL out-of-state travel must be approved as part of the renter’s pre-trip itinerary. Unauthorized interstate travel forfeits security deposit. **This RV may be equipped with an active GPS tracking device – tampering with this device is prohibited.**
- Travel in areas that are specifically prohibited. [see specific section “*Banned Travel Destinations and/or Roads & Routes*”]
- Swamp travel and/or “mud bogging” is strictly prohibited and is a violation of the terms & conditions of RV use.
- Vehicles/RVs can only enter **CANADA** and/or **ALASKA** with expressed written consent evidenced by Pruitt RV Rental entering that consent on the rental receipt; however, entry into **MEXICO**, under any circumstances, is strictly prohibited.
- Renter MUST provide an approved itinerary prior to Departure. Any deviations made from that itinerary must be approved by Pruitt RV Rental with expressed written consent evidenced by Pruitt RV Rental updating the itinerary section of the rental receipt. Renter’s failure to provide an agreed upon itinerary prior to Departure may result in cancellation of the reservation and forfeiture of all money paid, including the Security Deposit.
- ALL festivals must be pre-approved; (submit the name & location of the festival in your request or prior to Departure).
“Burning Man” (and travel to Black Rock Desert) is strictly prohibited / not allowed – ever.
If renter(s) attends a festival without expressed written consent/approval within the rental agreement or rental receipt – Renter(s) agrees to pay Pruitt RV Rental the amount stated as the Security Deposit as punitive damages.
If renter(s) attend “Burning Man” (or their similar regional event) – Renter(s) agree to pay Pruitt RV Rental \$10,000.00 (U.S. Dollars) as punitive damages -and- agrees to pay all the costs associated with having the RV professionally cleaned, including (but not limited to) the RV’s: engine, engine compartment, duct work, appliances, interior & exterior detailed.
- Renter(s) MUST OBEY ALL SEAT BELT LAWS in any STATE (or province) in which they are traveling in/through.
- Failure to notify in case of a legally reportable accident – see “*Accidents, Significant Damage, & System Failures*” section
- If Pruitt RV Rental has to undertake “extra steps” to prove that any of these rules were violated, renter agrees to pay Pruitt RV Rental the sum of \$5, 000.00 (U.S. Dollars) as punitive damages -and- to reimburse for costs associated with obtaining such proof.

ABSOLUTELY NON-REFUNDABLE and NON-NEGOTIABLE:

It is absolutely understood by all parties [Renter(s), Pruitt RV Rental, and RV owner(s)] that any amount paid to a third-party, is NOT refundable to the renter(s), especially a service requested by the renter. These include, but are not limited to:

- roadside assistance
- trip insurance
- interior damage protection
- RV rental insurance
- Wi-Fi / internet service(s)
- DirecTV / satellite TV service(s)
- Sirius XM / satellite radio service(s)
- procurement & concierge services
- rental website/platform commissions (e.g. RVshare, Outdoorsy, etc.)
- any reservation/booking outlined in the Refund/Cancellation policy as “No Refund” (e.g. holidays, events, etc.)
- any reservation/booking with the “Checkout Questions” section of the rental receipt noting “No Refund”

Funds & Dollar Amount(s)

All funds and dollar amounts stated are in U.S. DOLLARS.

Renter(s) Cleaning Responsibilities

Renter is responsible to return the RV to the same state (or better) of acceptable cleanliness as it was received; this includes both the interior and exterior of the RV. Renter(s) agree that Pruitt RV Rental will have the final decision in determining the standard of acceptable cleanliness, without question or dispute -and- agrees to pay for service.

[Please refer to the “Renter’s Post-Rental Cleaning Responsibilities” addendum for detailed information]

CLEANING SERVICE COMPANY’S RATE(S) for unscheduled basic cleaning (not pre-arranged), <i>billed by the quarter-hour:</i>					
driveable / motorhome			towable / trailer		
<u>class A</u>	<u>class B / tow vehicle</u>	<u>class C</u>	<u>fifth wheel</u>	<u>travel trailer ≥30’</u>	<u>travel trailer <30’</u>
\$240/hr.	\$160/hr.	\$200/hr.	\$220/hr.	\$200/hr.	\$180/hr.
<i>rates(s) listed here is subject to tax(es), etc., depending on the state the RV is listed/registered</i>					

SERVICES -- All “Service” fees, once paid, are non-refundable.

Any line item on the rental receipt listed as a “service” is non-refundable and there are no “credits” for unused services. Example: If you contract for Delivery service, but change your mind and decide to pick-up the motorhome or tow the trailer yourself, please know that once scheduled the driver (or other service provider) has put you on their calendar to provide you with a service and may have turned down other work in order to perform your particular service. Therefore, in order to maintain a positive relationship with our service providers and sub-contractors, we must adhere to and enforce this policy. However, in the very rare event that the service provider or sub-contractor releases Pruitt RV Rental from our obligation to pay them for scheduling your appointment for their services, we may provide a partial refund (at the sole discretion of the RV owner or their agent).

RETURNING EARLY & UNUSED NIGHTS

If Renter(s) returns the RV early, etc., Renter(s) agree that there are no refunds/credits for the unused time/nights; they are automatically forfeited. Also, Renter(s) agree NOT to bring the RV back to Pruitt RV Rental outside of the scheduled Return Appointment time, unless specific arrangements were made and agreed to in writing.

RETURNING LATE

Renter(s) must return the RV on-time on the contractual date of Return at the scheduled appointment time and agrees to pay to Pruitt RV Rental a “Late Return Service Fee” for each hour past their scheduled appointment time, up to four (4) hours or sunset, whichever occurs first; thereafter, the Renter(s) agree to authorize immediate payment on their credit/debit card on file for an additional rental day that includes all rented equipment, insurance, roadside assistance coverage, credit/debit card processing reimbursement fee of: [see “Credit/Debit Card Processing Reimbursement Fee(s)” section], and an inconvenience “Return ‘No Show’ Service Fee” of: [see “Miscellaneous Fees” section].

INCLEMENT WEATHER

It is strongly recommended that you do NOT drive/tow the RV in inclement weather. This is for your own safety and the safety of your passengers; and, to prevent damage to the RV. RVs are NOT designed to be driven/towed in heavy storms or during wind advisories; they can become very unstable and extremely difficult to control. Class A motorhomes are especially susceptible to damage in these conditions due to their not-so aerodynamic “box” design. Class C motorhomes are also susceptible to damage in these conditions due to their aerodynamic design forcing wind and rain between the “truck cab” and the RV’s “house”. It is our demand to you that you pull over and wait out the storm.

TIRES

Financial responsibility for failure of or damage to the RV’s tires is that of the Renter(s). Renter(s) agrees to be 100% financially responsible for the tires inspecting them frequently and agrees to repair or replace (with like) tires, if necessary.

TIRE CHAINS

The use of tire chains is PROHIBITED on any RV. Installing any type of tire chain on any RV is considered a breach of your rental agreement; Renter(s) agree to pay Pruitt RV Rental the sum equal to the amount listed as the Security Deposit as punitive damages -and- agrees to pay all the costs associated with repairing the RV, if there is any related physical damage.

SPEEDING

Exceeding the posted speed limit is PROHIBITED. It is strongly recommended that you follow the posted speed limits for trucks/buses and not passenger cars. Speeding increases the probability of an accident/crash. Pruitt RV Rental, just like you, wants to keep you, and your passengers, safe during travel and urges all Renters to SLOW DOWN! RVs may be equipped with GPS tracking devices that monitor speed; repeated “speeding notifications” will result in a fine at the sole discretion of Pruitt RV Rental. Renter agrees to pay a “speeding fine” of \$10.00 (U.S. Dollars) for speeding reported by the GPS tracking device for each instance after the 3rd notification within an hour period. In other words, seven (7) speeding notifications within a one (1) hour travel period will result in a speeding fine of \$40.00 (U.S. Dollars). If you do not want to pay this fine, do not speed!

FUEL: Gasoline/Diesel & Liquid Propane Gas (LPG) -and- The LPG Recovery Service Fee

The RV’s fuel tank(s), both gas/diesel and LPG/propane, must be returned to the same level in which it was when it left our location upon Return to our location – which, for gas/diesel, is usually always “FULL”.

The Renter(s) is responsible for all fuel used when the RV is delivered and/or picked-up until it is Returned to our location. Failure to complete this required responsibility will result in a service charge, which the Renter(s) agree to here and now, and must reimburse Pruitt RV Rental for the cost of the fuel needed to return the tank level(s) to the original level – which, (again) for gas/diesel, is usually “FULL”. However, if the reservation rental receipt includes the **LPG Recovery Service Fee charge**, then the Renter(s) are not required to fill the LPG/propane tank at all. It is strongly suggested that the “final fill-up” happen within only a few miles of the Return location and that the Renter(s) provide a fuel receipt from a local fuel station demonstrating compliance. Currently, the service charge(s), (excluding the cost of the fuel), to re-fuel the RV is:

RV type	GASOLINE / DIESEL	LIQUID PROPANE GAS (LPG)/PROPANE
motorhome - diesel	\$120.00	\$100.00
motorhome - gasoline	\$100.00	\$80.00
towable - fifth wheel [w/ >20lb/5-gal. size LPG tank(s)]	- n/a -	\$75.00
towable - fifth wheel [w/ 20lb/5-gal. size LPG tank(s)]	- n/a -	\$60.00
towable - travel trailer [w/ >20lb/5-gal. size LPG tank(s)]	- n/a -	\$60.00
towable - travel trailer [w/ 20lb/5-gal. size LPG tank(s)]	- n/a -	\$50.00
tow vehicle - diesel	\$80.00	\$60.00
tow vehicle - gasoline	\$75.00	\$50.00

Refueling Warnings & Safety Notification

DANGER – HIGH RISK of FIRE/EXPLOSION: gasoline and liquid propane gas (LPG) are highly combustible.

NEVER: smoke or light matches/lighters when refueling.

ALWAYS TURN OFF: the RV’s engine, generator, water heater, stove/oven, and anything that could “spark”.

For “regular unleaded” gasoline engines: Renter(s) must **USE** gasoline with an **octane rating of 87 or higher!**

NEVER use **E-85 (Flex Fuel)** in this RV! (E-85 is a fuel blend of 85% ethanol + 15% gasoline);

Do NOT use **E-10** or **E-15** in this RV! (These are fuel blends of 10/15% ethanol + 90/85% gas).

For diesel engines: Renter(s) are responsible for adding and providing DEF (XXXX).

IMPORTANT: **USE** the correct fuel - **DIESEL!** It is the Renter(s) responsibility to always check and confirm the fuel pump’s labeling **BEFORE** adding fuel to the RV. Putting the wrong fuel in a diesel engine will cost the Renter(s) thousands of dollars in repairs to the RV’s engine, etc. **NEVER ASSUME** that a “green” pump handle is diesel fuel.

For LPG (liquid propane gas): Renter(s) is responsible for refueling LPG, unless other arrangements have been made in advance.

Please, let a professional fill the on-board LPG tank – do not try to DIY (do-it-yourself).

***REMINDER:** Fuel is not included in Delivery and/or Pick-Up services. You will be charged for the fuel; and, there is a service fee associated with refueling the RV if not “FULL” upon final “Return” (to base).

ACCIDENTS, SIGNIFICANT DAMAGE, & SYSTEM FAILURES

RENTER MUST FIRST IMMEDIATELY NOTIFY LAW ENFORCEMENT IN THE EVENT OF A LEGALLY REPORTABLE ACCIDENT. RENTER, THEN, MUST IMMEDIATELY NOTIFY PRUITT RV RENTAL OR RV OWNER IN THE EVENT OF ANY ACCIDENT, MAJOR SYSTEM FAILURE, OR SIGNIFICANT DAMAGE TO THE RV OR ITEMS SUPPLIED/RENTED WITH THE RV. RENTER'S FAILURE TO IMMEDIATELY NOTIFY LAW ENFORCEMENT (WHEN LEGALLY REQUIRED TO DO SO) -AND- PRUITT RV RENTAL AND/OR THE RV OWNER OF AN ACCIDENT WILL RESULT IN RENTER'S WILLFUL FORFEITURE OF ENTIRE SECURITY DEPOSIT.

Renter is 100% responsible for any/all damage(s) to the RV, whether intentional or not; “fault” is irrelevant. Remember: If it was working (“not broken”) when you left, we expect it to be working (“not broken”) when you return.

DAMAGE or SYSTEM FAILURE RESULTING IN TERMINATION OF RENTAL DURING TRIP

It is absolutely understood by all parties [Renter(s), Pruitt RV Rental, and RV owner(s)] that if the rental must be terminated due to damage to the RV or a failure of a major system, regardless of fault, and Pruitt RV Rental determines that the rental must be terminated, **the Renter is not entitled to, nor would receive, any further compensation beyond that of a refund of any remaining unused paid rental nights. Renter is solely responsible for lodging, meals, transportation, and any other incidentals related to, either continuing to their intended destination or, returning home. All parties understand and agree that “things happen” when operating a RV and that the itinerary chosen solely by the renter does not obligate Pruitt RV Rental to provide for the Renter’s transportation if the RV is unusable as determined by Pruitt RV Rental.**

RESERVATION CANCELLATION BY RV OWNER or PRUITT RV RENTAL PRIOR TO TRIP

It is absolutely understood by all parties [Renter(s), Pruitt RV Rental, and RV owner(s)] that, although rare, unforeseen circumstances can arise and the reservation must be cancelled by Pruitt RV Rental, at no-fault whatsoever of the Renter. Rented RVs can be significantly damaged by the “renter before the Renter” and repairs cannot be made in-time for the Renter to take possession of the RV. **In these instances, the Renter is not entitled to, nor would receive, any further compensation beyond that of a full refund.**

BANNED TRAVEL DESTINATIONS AND/OR ROUTES & ROUTES:

It is absolutely understood by all parties [Renter(s), Pruitt RV Rental, and RV owner(s)] that any travel to/through these areas is PROHIBITED – NOT ALLOWED:

- MEXICO – [Do NOT attempt to take our RV into Mexico, we use GPS geo-fencing, you will be detained by the U.S. CBP.]
- Black Rock Desert / “Burning Man” – Nevada boundaries: west of NV/CA state line, south of NV/OR state line, west of US Highway 95 (US-95), and north/northwest of Interstate 80 (I-80) – [Do NOT violate this rule, we will take legal action.]
- Death Valley – California (during the summer or other times of extreme heat)
- Cities: New York City, NY & Manhattan; downtown San Francisco, CA
- Sun Road in Glacier National Park – Montana
- dry lake beds
- swamps and swamp regions
- deserts (during the summer or other times of extreme heat)
- logging roads, forest service roads, or Bureau of Land Management (BLM) roads

It is understood that travel on any non-paved roadways is strictly prohibited; and, towing & winching services are not available of these types of roads. Also, insurance can decline to cover you when you’re not on regularly-maintained paved roads. However, the use of non-paved roads within the property of a licensed RV park is allowed but is at the sole financial risk of the renter(s). In addition, travel on roads with steep grades (of incline or decline) and/or curvaceous winding roads are not recommended due to the high potential for accidents and damage.

MISCELLANEOUS FEES:							
SERVICE FEE	driveable / motorhome				towable / trailer		
	class A	class B	class C	tow vehicle	fifth wheel	travel trailer ≥30'	travel trailer <30'
LATE Departure Service Fee [waiting up to three (3) hours]	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)
Departure ‘No Show’ Service Fee - [after waiting three (3) hours]	\$300 and cancelled booking	\$300 and cancelled booking	\$300 and cancelled booking	\$300 and cancelled booking	\$300 and cancelled booking	\$300 and cancelled booking	\$300 and cancelled booking
LATE Return Service Fee [up to four (4) hours or up to sunset]	\$120/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$100/hr. (billed by the ¼ hour)	\$80/hr. (billed by the ¼ hour)	\$80/hr. (billed by the ¼ hour)
Return ‘No Show’ Service Fee [after four (4) hours or after sunset]	\$200	\$125	\$150	\$100	\$125	\$100	\$100
travel violation: “Burning Man” / Black Rock Desert prohibition	\$500,000 or RV’s replacement cost	\$150,000 or RV’s replacement cost	\$200,000 or RV’s replacement cost	\$100,000 or RV’s replacement cost	\$125,000 or RV’s replacement cost	\$100,000 or RV’s replacement cost	\$80,000 or RV’s replacement cost
{reserved for future use}	X	X	X	X	X	X	X

rates(s) listed here is subject to tax(es), etc., depending on the state the RV is listed/registered

Renter is 100% responsible for any/all damage(s) to the RV, whether intentional or not; “fault” is irrelevant. Remember: If it was working (“not broken”) when you left, we expect it to be working (“not broken”) when you return.

CAUTIONS & WARNINGS

▪ Air Conditioner Use in Extreme Heat

Although Air Conditioners (A/Cs) are common-place in our homes and in businesses and operate extremely efficiently due to insulation standards, this is not the case with RV construction. RVs are not insulated as well as our homes and RV A/C units cannot prevent high temperatures from affecting your comfort level inside the RV. Generally, the maximum inside ambient temperature reduction that can be achieved by a RV's A/C unit is 20 degrees. When outdoor temperatures are extreme, RV A/C units will not be able to keep the RV very cool; they just can't keep up with the sun's power to heat the RV, (especially without shade or cover). This is not a malfunction, but a reality of "RV Life" and can be made worse by turning the thermostat to an extremely low setting that will cause the coils to freeze and the A/C unit to stop working altogether. (This action is considered damage and/or abuse of the appliance and renter will be held 100% liable.) We CANNOT guarantee RV climate temperatures. Accepting possession of the RV is affirming that the A/C unit(s) appliance is operational at time of Departure/Delivery, unless otherwise noted on the Departure Form, initialed and/or signed by both the Renter and us. Due to these facts, there is no compensation extended to the renter for a malfunctioning A/C unit/appliance.

▪ Use of Awning(s)

Not all RV Owners allow use of the RV's awning, if equipped. Awning use will be clearly indicated/stated in the listing; otherwise, it is not an included accessory/item, (even if pictured). Please be forewarned that awnings are the most common item on a RV that is damaged by a renter. Even when awning use is allowed by the RV Owner, availability can NOT be guaranteed due to the possibility of a prior renter damaging the awning. Most awning-related insurance claims are because a renter left the awning unattended and wind damaged the awning and the RV body. In most cases, the cost of awning repair far exceeds the deposit collected from the renter. Awnings are like parachutes and can cause significant damage that the renter is 100% solely financially liable/responsible for. Enjoyment and use of the awning is ALWAYS at the Renter's own financial risk. Consider this before rolling out the awning on any rented RV. If you must have a shade-canopy, and do not want to take on the financial risk, please consider renting a pop-up portable canopy, (they are exponentially cheaper when compared to the cost of a sheared awning that has pierced the side of an RV and broken windows, etc.). Due to these facts, there is no compensation extended to the renter for an awning not being available for use.

▪ Use of Generator

Generator exhaust contains high levels of carbon monoxide (CO), an invisible, odorless, poisonous gas whose fumes can cause death, serious injury, or poisoning in people (and animals) within minutes. **NEVER** operate it while the RV's windows are open; this could allow CO fumes to enter the RV. **Always be aware and make sure the exhaust fumes are not entering the RV.** Frequently check the oil level and add when needed (according to the dipstick). Only use the recommended oil. In **HOT WEATHER** ensure proper airflow around the generator. In **HIGH ALTITUDE** operational use is impacted; the air density decreases as altitude increases, causing a loss of its power output, making it necessary to run fewer appliances. To prevent possible damage, renters with experience operating & maintaining generators at higher altitude may manually adjust (and then re-adjust) the generator's altitude setting at varying elevations; (we recommended using a certified RV technician).

▪ Sportsmen (Hunters & Fishermen)

Do NOT clean/gut your take inside our RV! Do not use our coolers for storage. Others use our RVs and our accessories and expect them to be free of hunting & fishing odors and remnants. Sportsmen must always remove their outer-gear outside of the RV in order to keep the RV's interior fresh & clean. Failure to follow common hunting/fishing sportsmen courtesy expectations will, at the sole discretion of Pruitt RV Rental, result in the full forfeiture of the security deposit and may result in further incurred costs associated with cleaning and returning the RV to its previous rental state charged to the Renter.

▪ RV Winterization (& Freeze Damage)

RVs are winterized based upon projected weather conditions or (usually) October thru March, (obviously, weather dependent). "De-winterization & Re-winterization" fee for services are available for trips below the "freeze" line. Renter is ALWAYS 100% responsible for any/all "freeze" or "frozen" damage - AT ALL TIMES, even if it's not "winter".

Trip Insurance (optional)

If "trip insurance" is available, Pruitt RV Rental suggests that Renter(s) consider purchasing the coverage (at their own expense). Pruitt RV Rental does not provide trip insurance, the services outlined in the coverage, or the financial advantages that trip insurance coverage provides/offers to the Renter(s).

Pet Policy

All ANIMALS and/or PETS must be approved prior to Departure/Delivery – NO EXCEPTIONS! Unauthorized animals/pets are not allowed - please respect our RV and other future renters/families and notify us of your pet and pay the pet fee so that we can properly clean the RV after you and your pet's trip. Failure to comply is considered a willful forfeiture of the Renter's entire Security Deposit.

However, IF approved:

- 1) animal/pet must NOT (ever) be left unattended (without proper adult supervision) inside the RV - at any time
- 2) Renter is 100% responsible for:
 - a. any/all damage to the RV (and/or equipment & accessories) caused by any animal, wild or domesticated, while the RV is in their possession
 - b. any animal, wild or domesticated, that enters the RV while the RV is in their possession
- 3) Pruitt RV Rental reserves the right to require:
 - a) the Renter to purchase the interior "damage protection" coverage (when available), on any reservation/booking that includes an animal/pet – [see interior "damage protection" coverage addendum]
Note: *Pet damage coverage is a benefit of the interior "damage protection" as long as the RV owner allows pets in the RV; otherwise, it is not covered if having pets in the RV violates the rental agreement. Therefore, it is required that the pet be identified and listed on the rental agreement (prior to Departure/Delivery) as evidence of authorization for a pet being allowed in the RV.*
 - b) the vaccination records be provided for any animal/pet included on the reservation/booking
 - c) the Renter to have access to, (and use), a suitable animal/dog kennel/crate, either:
 - i. providing their own, or
 - ii. a rental from Pruitt RV Rental, (at the renter's expense)
- 4) Renter understands that payment of any pet service fee is not a release of financial responsibility

Unauthorized animals/pets are not allowed - please respect our RV and other future renters/families and notify us of your pet and pay the pet fee so that we can properly clean the RV after you and your pet's trip.

A "Pet-Free" RV will clearly state that specific rental condition in the listing, on the quote, and on the reservation receipt.

Americans with Disabilities Act (ADA) Compliance Statement

Pruitt RV Rental fully supports the use of service animals by those with qualifying disabilities in accordance with the Americans with Disabilities Act (ADA) and state law. We recognize that well-trained Service Animals, which historically have been canines/dogs, play a very critical role in the quality of life of a disabled person and we will work with our renter(s) to make reasonable accommodations for both of our guests, (the disabled person and the service animal). ADA-trained Service Animals are not considered pets and are to be included as guests in our RVs. Therapy and Emotional Support Animals (ESA) are not covered under federal ADA rules; therefore, the RV's specific "pet policy" would apply to that particular class of animals. If there are any questions regarding the application of the ADA rules and/or applicable state law, as it relates to your particular rental situation, please ask.

RATES -- All RV owners set their own rates, which may vary by season and/or event. Local ordinances and state laws vary by jurisdiction; however, in an effort to comply with any such requirements regarding rates, rate advertising, etc.; please know the **stated, per night, "Rack Rate" for the following RV types are:**

'Class A' – [diesel] ("diesel pusher") = \$500; [gas] – (4s) = \$450, (3s) = \$425, (2s) = \$400, (1s) = \$375, (0s) = \$350.

'Class B' – [diesel] = \$350; [gas] = \$300.

'Class C' – [diesel] = \$400; [gas] – (3s) = \$375, (2s) = \$350, (1s) = \$325, (0s) = \$300.

Towables: Fifth Wheel – (all) = \$300. Travel Trailer – (3s) = \$300, (2s) = \$275, (1s) = \$250, (0s) = \$225.

all other trailers and tow dollies = \$100.

[Note: "(2s)" the numeral indicates the number of "slides" or "slide-outs" the RV has; the "s" denotes "slides"/"slide-outs"]
This is the amount used to calculate stated and/or published rental rate discounts and/or specials. In addition, any listed "Base Rate" for a RV is used for the rental platform's search listing purposes only and reflects non-peak, off-season pricing (usually the lowest advertised rate available over the next 365 days; which may or may not still have available dates at the time of inquiry). Please contact **Pruitt RV Rental** directly with any questions regarding stated and/or published rental rates.

≈≈RV System and/or Appliance Breakdowns and/or Malfunctions≈≈

It is a well-known fact that RV systems and appliances can fail without warning. Many people in the RV service industry will state that a RV is a house going down the road during an earthquake while in the middle of a hurricane; meaning, that things can and will happen to disrupt the operation and enjoyment of the RV that are not the fault of anyone, it's just a matter of fact, or commonly referred to as, "RV Life". Although inspections and routine maintenance is done on all major RV systems and appliances, things can just stop working. The Renter is now aware of this fact of "RV Life" and understands that when a RV system or appliance stops working while out on rent, it is not the fault and/or negligence of Pruitt RV Rental or the RV Owner. It is agreed that neither Pruitt RV Rental nor the RV Owner shall be liable by the Renter for any damages as a result of a system or appliance breakdown and/or malfunction. It is further understood and agreed that NO COMPENSATION will be given to the Renter for any breakdown and/or malfunction of any RV system or appliance.

Furthermore, it is agreed and understood that the Renter shall be financially liable for the repair or replacement for any breakdown or malfunction of any system and/or appliance that is determined to be the fault and/or negligence of the Renter (or any other party while the RV is/was in the Renter's care), as determined by a licensed RV dealer, certified RV technician, and/or RV repair shop. If it is determined that the system or appliance experiencing the breakdown or malfunction is not the fault or negligence of the Renter, (or any other party while the RV is/was in the Renter's care), then the Renter(s) will not be held financially liable.

All parties involved want all the RV's systems and appliances to work as intended; however, in the unfortunate event that it does not, the Renter agrees that the RV Owner and Pruitt RV Rental will not be liable for any amount greater than what is agreed to here and now.

In the event that the following systems and/or appliances fail to perform as advertised or malfunctions and become non-operational, all parties, (Renter, RV Owner, and Pruitt RV Rental) agree to the following voluntary rebate (beginning on the day of first report; and, contingent on returning any/all parts, RV returning undamaged whereas an inspection can be performed to determine whether or not the system and/or appliance did, in fact, malfunction, etc.; and, it is/was determined that Renter did not cause or contribute to the malfunction):

- motorhome's cab air conditioning = 5% of the paid nightly rental rate for each inoperable night
 - motorhome's cab heat = 5% of the paid nightly rental rate for each inoperable night
 - motorhome's leveling jacks = 5% of the paid nightly rental rate for each inoperable night
 - motorhome's cab system(s) or accessory items (i.e. cameras, heated seats, heated mirrors, etc.) = NONE
 - RV's air conditioner(s)/furnace(s) = 10% of the paid nightly rental rate for each inoperable night
 - RV's furniture [dinette, sofa, beds] = 5% of the paid nightly rental rate for each inoperable night
 - RV's plumbing [sinks, showers, toilets] = 5% of the paid nightly rental rate for each inoperable night
 - RV's inside refrigerator = 10% of the paid nightly rental rate for each inoperable night
 - RV's inside stove or oven = 5% of the paid nightly rental rate for each inoperable night
 - RV's inside microwave = 5% of the paid nightly rental rate for each inoperable night
 - RV's outside kitchen and/or indoor fireplace, [if RV is equipped with either appliance(s)] = NONE
 - RV's water heater = 10% of the paid nightly rental rate for each inoperable night
 - RV's on-board generator = 10% of the paid nightly rental rate for each inoperable night
 - portable generator ("add-on") = Credit of the paid nightly rental rate of the equipment for each inoperable night
 - rented accessories ("add-on") = Credit of the paid nightly rental rate of the equipment for each inoperable night
 - grills, mini-refrigerators, ice makers, extension power cords
 - bike racks, generator exhaust equipment, hitch-mounted cargo carriers, utility wagons
 - canopies, tents, inflatable mattresses, sleeping bags, coolers, extra picnic/tailgate tables, extra camping chairs
 - RV's entertainment systems
 - Any and/or all – TV, HDTV, "Smart TV", or Video Monitor = NONE
 - Any and/or all – radio (in-dash or otherwise) = NONE
 - Any and/or all – DVD player, Blu-ray player, or Streaming Device = NONE
 - Any and/or all – WiFi, Hot-spot, or any other device dependent on cellular telephone towers/reception = NONE*
 - Any and/or all – GPS, DirecTV/DishNetwork, SiriusXM, or any device dependent on satellite reception = NONE*
 - Any and/or all – remote controls to operate any appliance or device = NONE
- * – except activation fees and services charges actually paid, (not credits), will be prorated from day of first report
- "Free" or "Included" add-ons or equipment/accessories = NONE

Note: Any exception(s) made to this policy would be at the sole discretion of the RV owner(s) and/or Pruitt RV Rental, and would be on a case-by-case basis (depending on the particular circumstances and the specific RV).

≈≈≈Damage Repair Estimate(s), Out of Service. & Loss of Use Charges≈≈≈

If, in the unfortunate event that the RV is damaged, the RENTER agrees to pay to PRUITT RV RENTAL:

- 1) the cost to repair or replace, as determined by Pruitt RV Rental, the damage (or lost or damaged accessory);
- 2) any “deductible” and/or “per occurrence co-insurance” incurred by the Pruitt RV Rental and/or the RV owner(s)
- 3) a "Damage Repair Estimate(s)" procurement fee for expenses associated with procuring "Damage Repair Estimate(s)" and police reports (when applicable), filing an insurance claim (if applicable), taking required documentary photographs/pictures, and communicating with those involved with processing payment and repair resolution;
- 4) for each day, (including weekends and holidays), the RV is unavailable for rent:
 - a. "Out of Service" due to the damage, while waiting for repair estimate(s) and/or diagnosis & repair appointment(s);
 - b. "Loss of Use" day(s) the RV is expected to be in for repair;
Note: when an estimate does not specify the number of days expected for repair, then the total number of hours estimated for the repair will be divided by eight (8) to establish the number of repair days and then rounded up to the nearest whole number.
(Example: 30 hours estimated to repair damage; thus, 30 divided by 8 = 3.75 days, therefore 4 days)
- 5) If the RV is significantly damaged (either structurally or mechanically), or due to a required appliance/system failure, and cannot be rented, as determined by Pruitt RV Rental, then the Renter agrees to pay the RV owner(s) for the RV being "Out of Service" (at the "Out of Service" charge rate) for the time/days the RV is not actively being repaired (i.e. waiting for repair, waiting for repair appointment, waiting for parts, waiting for insurance adjuster/authorization, etc.).
- 6) the cost(s) associated with obtaining/procuring a “Second Opinion” or “2nd Estimate” requested by the renter(s).
- 7) a credit/debit card processing reimbursement fee of: [see “Credit/Debit Card Processing Reimbursement Fee(s)” section]

●Damage Repair Estimate charge(s):

All RV classes = \$100 (per incident);
Tow dolly = \$75 (per incident).

●Out of Service charges (per day, plus applicable taxes – as if it were “on rent”):

‘Class A’ – [diesel] (“diesel pusher”) = \$250; [gas] – (4s) = \$200, (3s) = \$175, (2s) = \$150, (1s) = \$125, (0s) = \$100.
‘Class B’ – [diesel] = \$125; [gas] = \$100.
‘Class C’ – [diesel] = \$150; [gas] – (3s) = \$125, (2s) = \$100, (1s) = \$85, (0s) = \$75.
Fifth Wheel – (all) = \$125.
Travel Trailer – (3s) = \$110, (2s) = \$90, (1s) = \$70, (0s) = \$50.
all other trailers and tow dollies = \$25.

● Loss of Use charges (per day, plus applicable taxes – as if it were “on rent”):

‘Class A’ – [diesel] (“diesel pusher”) = \$450; [gas] – (4s) = \$350, (3s) = \$300, (2s) = \$250, (1s) = \$225, (0s) = \$200.
‘Class B’ – [diesel] = \$250; [gas] = \$200.
‘Class C’ – [diesel] = \$250; [gas] – (3s) = \$245, (2s) = \$230, (1s) = \$215, (0s) = \$200.
Fifth Wheel – (all) = \$200.
Travel Trailer – (3s) = \$175, (2s) = \$150, (1s) = \$125, (0s) = \$100.
all other trailers and tow dollies = \$50.

[Note: “(2s)” the numeral indicates the number of “slides” or “slide-outs” the RV has; the “s” denotes “slides”/“slide-outs”]

▪ **Important:** Renter is solely, 100% responsible for “Damage Repair Estimate”, “Out of Service”, and/or “Loss of Use” charges; the charges are usually NOT COVERED by rental insurance or by a private automobile insurance policy; therefore, Pruitt RV Rental will NOT attempt billing of these charges to Renter’s rental insurance company, private insurance company, or a third-party insurance company; however, Renter’s final invoice/receipt will include these charges (with some detail) so that Renter may submit to their insurance company or a third-party insurance company for possible reimbursement, if they so choose.

≈≈≈ **Damage to Accessories & Add-On Equipment (rented or provided without charge) Charges** ≈≈≈

If, in the unfortunate event that accessory and/or add-on equipment (whether rented or provided with the RV without charge) is lost, damaged, or destroyed, the RENTER agrees to pay to PRUITT RV RENTAL:

- 1) the cost to repair or replace the item(s), part(s), and/or equipment, as determined by Pruitt RV Rental, for the lost, damaged, or destroyed accessory/equipment. The amount paid by the renter for reimbursement will also include, but is not limited to, the following:
 - the cost(s) to ship the item(s), which may include, but is not limited to, the following charges incurred:
 - “freight” and/or “delivery”
 - “shipping” and/or “postage”
 - “processing” and/or “handling”
 - the cost of any labor associated with installing the item(s), part(s), and/or equipment
 - the cost of contractors (or sub-contractors) to transport the item(s), part(s), and/or equipment
 - the cost(s) of sales tax or government surcharges assessed on the item(s), part(s), and/or equipment (regardless of the state/location, even if the RV did not leave the state of Departure) – EXAMPLE: RV rented in Michigan and never left Michigan, but the part, item, and/or equipment is assessed California taxes and an environmental surcharge, renter is solely responsible for whatever taxes or surcharges imposed by the governing taxing authority who imposed it.
- 2) a “Repair/Replacement Shopping Service” fee for the time and/or labor expenses associated with procuring the item(s), part(s), and/or equipment, filing an insurance claim (if applicable), taking any required documentary photographs/pictures, and communicating with those involved with processing payment and repair resolution. The following fee(s) will be charged, and the renter agrees to pay, per accessory and/or equipment item:
 - \$50.00 for appliances, equipment, and/or accessories
 - \$25.00 minimum for all other items
- 3) for each day the accessory or equipment is unavailable for rental while awaiting repair or replacement, an “Unavailable Equipment/Accessory” fee
 - a) \$5.00 per day [plus applicable tax(es)] for appliances, equipment, and/or accessories
 - b) \$2.00 per day [plus applicable tax(es)] minimum for all other items
- 4) for reimbursement of lost revenue in the event that there is a rental (scheduled prior to the known unavailability of the accessory or equipment) and the accessory or equipment is unavailable and the repair or replacement has not yet been accomplished, then the renter agrees to be responsible for the loss revenue (since the new/next renter cannot take possession of the accessory or equipment and are deprived from its use and/or enjoyment)
- 5) an administrative payment processing fee of: 2.50%
- 6) a credit/debit card processing reimbursement fee of: [see “Credit/Debit Card Processing Reimbursement Fee(s)” section]

Pruitt RV Rental and/or the RV Owner (or their agent) will determine the appropriate substitution for an item(s), part(s), and/or equipment when the same is not available. Renter understands that the same item(s), part(s), and/or equipment may no longer be available or unavailable; and, therefore, agrees to pay for the substituted item(s), part(s), and/or equipment, as solely determined by Pruitt RV Rental and/or the RV Owner (or their agent).

The renter surrenders any and all claims to any “rebate” that may be offered or available for any item(s), part(s), and/or equipment. If Pruitt RV Rental and/or the RV Owner (or their agent) submits and/or receives any rebate, it is to their sole discretion whether or not any of those funds are shared with the renter.

Disclaimer: Our RVs are checked before and after every rental; however, due to circumstances beyond our control, the prior renter may have caused minor damage that cannot be repaired before your scheduled Departure/Delivery appointment. We will make every effort to inform you of any issue that would impact the mechanical use and/or enjoyment of our RV prior to your Departure/Delivery appointment. In the unlikely event that an issue/repair surfaces during the pre-rental check that would cause a delay in your Departure/Delivery (i.e.: fuel leak, operational / passenger safety, etc.), we will attempt to contact you as soon as we become aware of it so appropriate adjustments can be made. Unfortunately, issues that require a certified RV technician or licensed mechanic may not be resolved prior to your Departure/Delivery if it's on a Saturday, Sunday, or holiday. The "RV Life" means that sometimes while owning, using, and/or operating a RV things don't always go as planned and systems inexplicably fail, (ask any RV owner and they will agree wholeheartedly with us), but be assured we will always do our best to make sure your RV trip/vacation is minimally impacted (as possible) and that you'll be able to enjoy the RV.

Post-Rental Charge(s)

All charges posted to the Renter(s) account after the rental period has commenced/begun are subject to a credit/debit card processing reimbursement fee if not paid in cash upon return of the RV – [see “Credit/Debit Card Processing Reimbursement Fee(s)” section for current rate(s)].

Credit/Debit Card Processing Reimbursement Fee(s)

The use of credit/debit cards has made paying for things easier; however, that convenience comes at a cost that is passed from the credit/debit card processing companies to the merchants. Therefore, Renter(s) agree to pay to Pruitt RV Rental a credit/debit card processing service fee for the convenience of use of these cards. The following fee schedule will be used whenever the agreement states a credit/debit card processing service fee (or any form of the term) is required:

Credit/Debit Card Processing Reimbursement Fee(s)			
Visa	MasterCard	Discover	American Express
4.50%	4.50%	4.75%	5.25%
<i>fee(s) listed here is subject to tax(es), etc., depending on the state the RV is listed/registered</i>			

INSURANCE DEDUCTIBLE(S)

Insurance deductibles are the responsibility of the Renter(s) and are to be paid directly to Pruitt RV Rental. The Renter agrees and authorizes Pruitt RV Rental to immediately submit a charge to the credit/debit card on file (or a credit/debit card of their choosing) for the amount of the insurance deductible outlined in their insurance coverage -AND- a credit/debit card processing reimbursement fee if not immediately paid in cash upon return of the RV – [see “Credit/Debit Card Processing Reimbursement Fee(s)” section for current rate(s)].

RETURNED CHECKS & OTHER FAILED PAYMENTS

Renter(s) agree and authorize Pruitt RV Rental to immediately submit a charge to the credit/debit card on file (or a credit/debit card of their choosing) for the amount of the returned check and/or failed payment in the amount owed -AND- a **\$50.00** (U.S. Dollars) administrative processing service fee -AND- a credit/debit card processing fee as outlined in the “Credit/Debit Card Processing Reimbursement Fee(s)” section of this agreement (if not immediately paid in cash).

DISPUTES

We will do our best to resolve any dispute that arises, because we know that we’re all human and some things are subjective; however, let it be known that when it comes to damage, lost equipment, etc., we expect the Renter(s) to make Pruitt RV Rental, the RV Owner(s), and/or any service provider whole.

In the unfortunate event of a dispute that we cannot successfully mediate a settlement and anyone files a claim, whether for arbitration, court, and/or any other governmental department/agency, etc., **RENTER(S) AGREES TO PAY ALL ARBITRATION COSTS, COURT COSTS, ATTORNEY FEES, WITNESS FEES, ETC. IF PRUITT RV RENTAL, THE RV OWNER(S), ANY OTHER THIRD-PARTY (THE RENTER IS MAKING A CLAIM AGAINST) AND/OR THEIR AGENTS PREVAILS IN ANY/ALL CLAIMS MADE, IN WHOLE OR IN PART.** In other words, if a lawsuit (or arbitration case) is filed and Pruitt RV Rental (or any co-claimant/respondent) prevails in at least one (1) of the stated claims within the lawsuit/case, the Renter(s) still agree to pay 100% of the costs; and, specifically agrees, here and now, to have those costs added into the final order/judgment.

IN ADDITION, RENTER AGREES TO RELEASE PRUITT RV RENTAL, THE RV OWNER(S), ANY OTHER THIRD-PARTY (THE RENTER IS MAKING A CLAIM AGAINST) AND/OR THEIR AGENTS FROM PAYING ANY/ALL ARBITRATION COSTS, COURT COSTS, ATTORNEY FEES, WITNESS FEES, ETC. REGARDLESS OF THE OUTCOME OF ANY LAWSUIT (OR ARBITRATION) CASE. THE RENTER IS 100% RESPONSIBLE FOR THEIR OWN COSTS IN A DISPUTE.

Headings & SEVERABILITY

Headings are only used to help identify specific topics of the terms of this agreement.

In case any provision in the terms of this agreement shall be void, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court, arbitrator or other tribunal making such determination is authorized and instructed to modify this agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.