



Rental Agreement Terms and Conditions

1. Definitions.

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

"You" or "your" means the person identified as the 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 renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement.

"We", "our" or "us" means Flagg RV Rentals, LLC. named in this Agreement.

"Authorized Driver" means the Renters and any additional driver listed on this Agreement are permitted to drive, provided that each such person has a valid driver's license and is at least 25 years of age. 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 Motorized Recreational 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 due to damage or loss 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 for the rental of the Equipment. We may repossess the Equipment at the 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 or our repossession of it. We make 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 Vehicle. 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 written approval. Renters must check and maintain all fluid levels and empty the waste tanks.

4. Responsibility for Damage or Loss; Reporting to Police. Renters are responsible for all damage to, or loss of, 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 the police as soon as Renters discover them.

5. Prohibited Uses. The following acts or uses of the Equipment are prohibited and constitute material breaches of this Agreement:

- a) Operating the Equipment:
 - i. by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction;
 - ii. to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment;
 - iii. to transport children without approved child safety seats as required by local law;
 - iv. by anyone under the influence of drugs or alcohol;
 - v. 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;
 - vi. in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation;
 - vii. to carry persons or property for hire;
 - viii. to carry dangerous or hazardous items or illegal materiel;
 - ix. for travel outside of the United States or Canada, specifically excluding travel into Mexico;
 - x. when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads;
 - xi. when it is reasonable to expect you to know that further operation would damage the Equipment;
 - xii. in a manner that causes damage to the Equipment due to inadequately secured cargo;
 - xiii. by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the vehicle;
 - xiv. when the odometer has been tampered with or disconnected;
 - xv. when the Equipment 's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Equipment;
 - xvi. 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;
 - xvii. in any race, speed test or contest;
 - xviii. when loaded beyond its capacity as determined by the manufacturer of the Equipment;
 - xix. on unpaved surfaces, except at designated campgrounds;



- xx. after an accident with the Equipment unless and until Renters summon the police to the accident scene, damaging the Equipment by Renters intentional, wanton, willful or reckless conduct;
- xxi. by transporting an animal (other than a service animal) in the Equipment without our written consent;
- xxii. for anyone sitting, standing, or lying on the roof or exterior of the Equipment;
- xxiii. Placing signs or lettering on the outside of the Equipment;
- xxiv. Placing loudspeakers or other sound equipment on the exterior of the Equipment;
- xxv. Failing to use the Equipment in compliance with all instructions and warnings provided by us; and
- xxvi. Smoking in or around the Equipment, causing any smell in the Equipment upon return.

PROHIBITED USE OF THE EQUIPMENT VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW)

6. Optional Equipment. We offer certain Optional Equipment upon request that are subject to availability for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.

7. Insurance. We provide collision and comprehensive insurance on the Equipment with a deductible. Renters are responsible for the deductible amount. 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.

8. Charges and Costs. Renters permit us to reserve against Renters credit/debit card for the initial \$500 Deposit to hold their reservation and for all Estimate Charges due us under this Agreement. Renters agree to a Security Deposit due us at the time of departure a reasonable amount. We will authorize the refund of any excess Security Deposit after the completion of the rental. Renters debit/credit card issuer's rules will apply to Renters account being credited for the excess, which may not be immediately released by the card issuer, and refund of Renters Deposit may require up to 30 days processing and returning.

In addition to the basic trip cost Renters will pay us as stated on the Agreement hereto, Renters agree to pay us or the appropriate government authorities on demand for all Charges due us under this Agreement and any additional charges deducted from the Security Deposit, including, but not limited to:

- a) optional products and services Renters purchased with taxes and surcharges;
- b) all expenses we incur in locating and recovering the Equipment if you fail to return it or if we elect to repossess the Equipment under the terms of this Agreement, all costs, including pre- and



post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement;

- c) a \$50 per hour late fee when returned after the specified time in the Agreement;
- d) a reasonable fee at \$89 per hour with a \$100 minimum to clean the Equipment if returned substantially less clean than when rented and if excessive pet cleaning is required;
- e) evidence of a pet found without disclosure at time of reservation will forfeit the Security Deposit;
- f) a \$4 an hour fee over a 3 hour per day allotment for use of the generator;
- g) evidence of smoke of any kind inside the units will result in a \$500 cleaning fee;
- h) a surcharge if you return the Equipment to a location other than the location where you rented the Equipment or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) after the due-in date, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period;
- i) a minimum fee of \$75, subject to location, for keys locked inside the Equipment;
- j) replacement cost of lost or damaged parts and supplies used in Optional Equipment;
- k) time and mileage for the period you keep the Equipment, or a mileage charged based on our experience if the odometer or its seal is tampered with or disconnected;
- l) charges for additional non-authorized drivers;
- m) fuel throughout the trip, if Renters return the Equipment without a full tank;
- n) loss of, or damage to, the Equipment, which includes the cost of repair, or if the Equipment is not repairable, the retail actual cash value of the Equipment on the date of the loss 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;
- o) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage, and impound charges and other expenses involving the Equipment assessed against us or the Equipment, unless these expenses are our fault; and
- p) a \$25 fee per holding tank (grey and black) if we need to dump on-site at return regardless if the Renter is able to do so or not.

All Charges are subject to our final audit. If errors are discovered after the close of this transaction, Renters authorize us to correct the Charges with the payment card issuer.

The Equipment may be equipped with global positioning satellite (GPS) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed

9. Security Deposit. We may use Renters' security deposit to pay any amounts owed to us under this Agreement.

10. 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 negligence or was otherwise our responsibility expressly-agreed in writing.

11. 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.



12. Responsibility for Traffic Violations, and Other Charges. Renters are responsible for paying the charging authorities directly all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a Violation) assessed against Renters, us or the Equipment during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Violation, Renters will pay us or a processing firm of our choosing an administrative fee of up to \$50 for each such notification. Renters authorize us to release rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, Renters authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card Renters used in connection with this rental.

13. Our Responsibility to You if the Vehicle becomes Inoperable. If the Vehicle becomes inoperable for more than 24 hours, our liability to Renters is limited to the daily rental rate times the number of days the Equipment is inoperable.

14. 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 duties, rights, nor obligations hereunder.

15. Trip Cancellation. The Trip shall be cancelled 60 days or more prior to Renters departure where a full refund minus a processing fee will be issued. Estimated charges and down payment will be forfeited if the Trip shall be cancelled 59 days or less prior to Renters departure. The Trip shall also terminate 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.

16. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between Renters and us. 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. All prior representations and agreements between Renters and us regarding this rental are void.

17. Jurisdiction. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and Renters irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the courts located in that jurisdiction.



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

Name: _____
Date: ___ / ___ / ___

Renter/Authorized Driver Signature

Name: _____
Date: ___ / ___ / ___

Renter/Authorized Driver Signature

Name: _____
Date: ___ / ___ / ___

Renter/Authorized Driver Signature

Name: _____
Date: ___ / ___ / ___

Renter/Authorized Driver Signature