



## **RENTAL AGREEMENT - TERMS AND CONDITIONS ("Terms & Conditions")**

### **1. Definitions.**

"Agreement" means all terms and conditions found in these Terms & Conditions, the Rental Agreement itself and 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 the Rental Agreement, any person signing the Rental 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 the Rental Agreement. "We", "our" or "us" means the rental company named in the Rental Agreement. "Authorized Driver" means (a) the renter and the renter's spouse; and (b) any additional drivers listed by us on the Rental Agreement. Each Authorized Driver must have a valid driver's license and be at least 25 years of age. Only Authorized Drivers are permitted to drive the Vehicle. "Vehicle" means the recreational vehicle, motor home, truck camper or other motorized vehicle identified in the Rental Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. The Vehicle may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. "Loss of Use" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. "Charges" means the fees and charges that are incurred under the Rental Agreement. "Rental Period" means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

### **2. Rental, Indemnity and Warranties.**

This is a contract for the rental of a Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.

### **3. Condition and Return of Vehicle.**

You must return the Vehicle to our rental office or other location we specify, on the date and time specified in the Rental Agreement, and in the same condition that you received it, except for ordinary wear. If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due in date. If the Vehicle is returned after closing hours, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of gas as when rented.

#### **4. Responsibility for Damage or Loss; Reporting to Police.**

Regardless of fault, you are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Your responsibility will include: (a) mechanical damage to the Vehicle resulting from your deliberate or negligent act or omission, and all physical damage to the Vehicle regardless of cause, measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: the reasonable estimated retail value or actual cost of repair; (b) Loss of Use, which is measured by multiplying your daily rental rate, excluding optional charges, by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee; (d) actual towing, storage, and impound fees; and (e) all costs associated with our enforcement of the Rental Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. Your responsibility for physical damage to the Vehicle and Loss of Use resulting from vandalism not related to theft of the Vehicle and not caused by the renter will not exceed \$2,500. You are not responsible for loss or damage to the Vehicle resulting from theft or vandalism related to the theft if you have possession of the ignition key or you establish that the ignition key was not in the Vehicle at the time of the theft; you file an official report of the theft with the police within 24 hours of learning of the theft and you cooperate with us and the police in providing information regarding the theft; and neither you nor an Authorized Driver committed or aided in the commission of the theft. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

#### **5. Prohibited Uses.**

The following uses of the Vehicle are prohibited and are material breaches of the Rental Agreement. The Vehicle shall not be used: (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 a prescription or non-prescription drug or alcohol; (c) by anyone who obtained the Vehicle 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 Vehicle; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Vehicle; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal material; (i) outside the United States, Canada or the geographic area indicated elsewhere in the Rental Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (k) on unpaved surfaces, except at licensed public campgrounds; (l) to attend the Burning Man Festival; (m) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (n) to transport children without approved child safety seats as required by law; (o) when the odometer has been tampered with or disconnected; (p) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (q) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (r) after an accident with the Vehicle unless and until you summon the police to the accident scene; (s) to transport an animal (other than a service animal or explicitly allowed pets); (t) in or through a structure of an underpass, gas station, drive-through, or other object where there is insufficient clearance (width or height); (u) by anyone who is sending an electronic message, including text (SMS) messages or emails,



while operating the Vehicle; or (v) in violation of any “Rules of the Road,” vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental. Sitting, standing or lying on the roof of the Vehicle and smoking in the Vehicle also are prohibited.

**PROHIBITED USE OF THE VEHICLE VIOLATES THE RENTAL AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

**6. Optional Equipment.**

We offer certain Optional Equipment, including navigational systems, kitchen or linen packages, and child safety seats, upon request and 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. If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location.

**7. Insurance.**

We provide comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence, for which deductible you are responsible. We also provide primary auto liability insurance that covers bodily injury and property damage with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Our insurance includes PIP or medical payments. Medical Payments are limited to \$2,000 or the minimum amount required by the law of the state whose laws apply to the loss—whichever is higher. Our insurance also includes no-fault, and uninsured/under-insured motorist coverage up to the minimum amounts required by the laws of the state whose laws apply to the loss. Coverage is void if you violate the terms of the Rental Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach the Rental Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

**8. Charges and Costs.**

You permit us to reserve against your credit/debit card (“Reserve”) or take a cash deposit (“Deposit”) at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer’s rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to 5 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) excess mileage fee if applicable (c) charges for additional drivers; (d) optional products and services you purchased; (e) gas, if you return the Vehicle with less gas than when rented; (f) taxes and surcharges; (g) all expenses we incur in locating and recovering



the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of the Rental Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under the Rental Agreement; (i) a reasonable fee not to exceed \$250 to clean the Vehicle if returned substantially less clean than when rented; (j) a fee of up to \$150 if you lose the keys to the Vehicle; (k) a surcharge 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; and (l) replacement cost of lost or damaged parts and supplies used in Optional Equipment. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.

### **9. Your Property.**

You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

### **10. Responsibility for Tolls, Traffic Violations, and Other Charges.**

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

### **11. Our Responsibility to You if the Vehicle becomes Inoperable.**

If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable.

### **12. Personal Information.**

You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under the Rental Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Vehicle.

### **13. Miscellaneous.**

No term of the Rental Agreement can be waived or modified except by a writing that we have signed. The Rental Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of the Rental Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under the Rental Agreement



does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. 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 you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.