

Rental Agreement Terms and Conditions ("Terms & Conditions")

- Definitions. "Agreement" means all terms and conditions found in these Terms and Conditions, the Face Page, any addenda 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 this Agreement, any person signing this Agreement, and Authorized Driver and person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as you are jointly and severally bound by the Agreement. "We", "our" or "us" means the rental company named in this agreement. "Authorized Driver" means the renter and each driver permitted to drive the non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle's equipment, awnings, keys and documents. "loss of use" means the loss of our ability to use the vehicle for our purposes due to damage or loss during the rental, including, without limitation, use for rent, display for rent, and sale, opportunity to upgrade or sell, or transportation of employees. "diminished value" means the difference between the fair market value of the vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by use or on our behalf. "Charges" means the fees and charges that are incurred under this 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. "Vehicle Licenses Fee", "Vehicle Licensing," "Vehicle License Prop Tax", "Vehicle Licenses Cost Recovery Fee;" or "Motor Vehicle Tax" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling and registration cost or as otherwise defined under applicable law.
- Rental, indemnity and Warranties. This is a contract for the rental of the 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 harmless from all claims, liability, cost and attorney's fee 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 or implied, 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.**
- Your Representations and Warranties. **You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load with the properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.**
- 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 Agreement, and in the same condition that you received it, except for ordinary wear. You must empty the waste tanks, if not emptied upon returned there is an \$80 emptying fee.
- Responsibility for Damage, or Loss; Reporting to the police. 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) all physical damage to the Vehicle 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; (A) the difference between the value of the Vehicle immediately before the damage and the value of the Vehicle immediately after damage; or (B) the reasonable estimate rental value or actual cost of repair plus diminished value (b) loss of use with is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the vehicles is damage until it is repaired or replaced. (c) towing, storage, and impound charges and other reasonable incidental and consequential damages (d) all cost associated with our enforcement of the Agreement or collection of charges, including attorney's fee, collection fees, and costs whether or not litigation is commenced. You must report

all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

6. Prohibited uses. The following acts or uses of the Vehicle are prohibited and constitute material breaches of the Agreements Towing the Vehicle by anyone who is not an Authorized driver, or by anyone whose driver's license is suspended in any jurisdiction, by anyone under the influence of drugs or alcohol; by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation. For commercial purposes without our written consent. To carry dangerous or hazardous items or illegal material. Outside of the United States or Canada. When Loaded beyond the Manufacturer's suggested towing rate for the vehicle. When driving through or under an under pass or tother structure without sufficient overhead or side clearance or when driven on unpaved roads. When it is reasonable to expect you to know that further operation would damage the vehicle, in a matter that causes damage to the Vehicle due to inadequately secured cargo. With your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle or by anyone who is sending or receiving electronic messages including text SMS messaged or emails while operating the towing vehicle. Failing to properly load materials and distribute the weight of those materials to allow safe operation of the vehicle. Failing to properly secure the vehicle to the towing vehicle. Failing to summon the police to an accident involving the Vehicle. Damaging the vehicle by your intentional wanton willful or reckless conduct. Transporting an animal other than a service animal without written consent. Sitting standing or lying on the roof or exterior of the Vehicle. Transportation passengers in the vehicle while it is being towed. Placing signs or Lettering on the outside of the vehicle.
7. Insurance. You are Responsible for all damage t the vehicle that is not covered by your insurance policies or that is in excess to your insurance limits. We do not provide liability insurance coverage on the vehicle. You are responsible for all damage or injury you cause to a third party and agree to provide liability insurance coverage on the vehicle through the insurance policy that covers your towing vehicle.
8. Charges and cost. **You permit us to reserve against your credit/debit card or take a cash deposit at the time of the 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 completion of your rental. Your debit/credit card issuer's rule will apply to your account being credited for the excess which may not be immediately released by the card issuer, and refund deposit may take up to 21 days to process and return. All charges are subject to our final audit. If errors are discovered after the close of this transaction you authorize us to correct 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 traffic violations and other charges. You are responsible for paying the charging authorities directly all parking citations photo enforcement fees, fines for toll evasion and other fines, fees and penalties during your rental period. If we are notified by the charging authorities that we may be responsible for payment of a violation you will by us an administrative fee up to \$100 for each such notification. You authorize us to release your rental and payment card information to a processor for processing and billing purposes.
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 this agreement and other legitimate business functions.
13. Miscellaneous. 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 you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us or any breach of this agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement.