

TERMS AND CONDITIONS

The Lease on the reverse side hereof is subject to the following terms and conditions.

1. DEFINITIONS "Agreement" means all terms and conditions found on both sides of this form, addendum and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its renter's direction. All persons referred as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the rental company named on the reverse. "Authorized Driver" means you, your spouse, your employer and co-worker, if engaged in business activity with you while using the Vehicle, and any additional driver approved by us and listed by us on this Agreement, provided that person has a valid driver's license and is at least 25 years of age. "Vehicle" means the recreational vehicle, motor home, or camper trailer identified in this Agreement and any substitute, and its tires, tools, accessories, equipment, appliances, keys and vehicle documents.
 2. THE RENTAL PERIOD is based on the number of nights the vehicle is in the possession of the Renter. Departure/delivery times are between 1:30 p.m. and 4 p.m. unless otherwise arranged. Complete operating instructions will be given at time of departure and will take approximately one hour and one half (1½). The vehicle remains the property of us and failure to return it on the date and time as indicated on the face hereof may constitute larceny-by-bailee subjecting you to the penalties therefore.
 3. YOU ACKNOWLEDGE you have carefully examined the vehicle and find it suitable for the purpose for which it is leased; and find the accessory equipment in acceptable condition and that you will periodically examine the equipment including tires, and to maintain them in a safe, dependable condition and while in your custody; that if any defect is discovered after the acceptance of the vehicle, that you will immediately obtain instructions from us and your continued use of it otherwise will be at your own risk and thus you assumes the liabilities of injury and damage to third person. In the event of a flat tire or broken windshield during your custody you will assume responsibility for the necessary repair(s).
 4. YOU AGREE not to use, or permit its use, for an unlawful purpose; to drive in a careless or negligent manner, nor drive while under the influence of liquor or narcotics, nor by any person except those listed as additional driver(s). PROHIBITED USES These coverage's do not cover for any loss resulting from the use, operation or the driving of said vehicle; a) while the vehicle operator is under the influence of intoxicating liquor or drugs; b) for the transportation of persons or property for hire or for any illegal violation of law as to age or while the vehicle is carrying more than the maximum number of occupants allowed, or by any person who has given us a fictitious name or address. The following losses are not covered: a) Damage caused as a result of use without the our permission; b) Deliberate or willful damage by any member of the group or guest; c) Damage done while the vehicle is used for transportation of contraband or illegal trade; d) Damage due to failure to maintain all fluid levels, to use specified fuel, or traveling in restricted areas.
 5. YOU ACKNOWLEDGE your responsibility, as an insurer as well as bailee, and will hold us harmless from any and all fines, forfeitures, and penalties arising out of any violation of law; that we shall not be liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunctioning of the vehicle and/or any accessory equipment in said vehicle. You further agree to hold us harmless should damages occur to any of your personal property while carried in, or on, such vehicle including loss or damages caused by fire, water, theft. You further agree to indemnify and hold harmless us from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said equipment. In the event said vehicle is damaged during your custody which prevents said vehicle from being rented in the future, you agree to be liable for any loss of time as a result of said damages. We make no warranties, express, implied or apparent, regarding the vehicle no warranty or merchantability and no warranty that the vehicle is fit for a particular purpose. You expressly agree to indemnify and hold harmless of, from, and against any and all loss, costs, damages attorney fees and/or liability in connection with the enforcing of the foregoing contract by us, including among other things expenses incurred in collecting or attempting to collect delinquent rent, and in the event suit is instituted by us to recover possession of said equipment and/or enforce any terms, conditions and/or provisions hereof, you agree to pay all cost and reasonable attorneys fees we incur in connection therewith. Venue of any action hereunder is in our county.
 6. REGARDLESS of the party at fault, you understand and agree to be responsible for damages to said vehicle and/or equipment resulting from collision or accident.
 7. YOU shall immediately after any accident, report the same by telephone via **800-677-4476** to us at the location where vehicle is delivered to you, and deliver forthwith upon return to us at said location, or to the insurer, every process, pleading or paper of any kind relating to any claim, demand, suit or proceeding, received by you or said driver in connection with any accident or occurrence involving vehicle. You and the driver agree to refrain from aiding or abetting the assertion of any claim, and shall cooperate fully with us and the insurer in the investigation and defense of any claim or suit. If you and the driver fail to provide such cooperation, you shall not be entitled to the liability insurance coverage herein described.
 8. CASH DEPOSIT OF \$_____ paid on the day of departure or prior to delivery of said vehicle, shall be retained by us as partial compensation for failing to return vehicle in as good condition as on day of departure/delivery, and for reimbursement of article damage, broken or missing items. The established minimum charge for cleaning is no less than \$50.00. Provided said vehicle is returned in as good condition as on day of departure/delivery, the deposit will be mailed to you in the form of a check within 14 days of return date. During these fourteen (14) days we may re-inspect vehicle to locate hidden damage and charge you accordingly without notifying you.
 9. IF THE VEHICLE is stolen from your possession you shall immediately report its loss to the local police authorities; notifying us and you assume the burden of firmly establishing its loss and to return the vehicle keys to us.
 10. YOU AGREE to return the vehicle to our place of business, including all equipment, in the same condition as received. Unless otherwise indicated on the face hereof the return time is 10A.M. sharp; thereafter for each hour there will be a charge of \$25.00. An inspection with our technician must be done at the time of return and you are to sign off necessary paperwork, failure to do so will result in a penalty of \$100.00. Returning earlier than scheduled date will not result in credit or refund.
 11. THE NUMBER of miles over which the vehicle shall have been operated pursuant to this Rental Agreement shall be determined by reading the odometer installed by the manufacturer. Any miles in excess of miles included on the face hereof will be charged at a rate of \$.99/mile. Returning the unit with less than the included miles used will not result in credit or refund for unused miles. Travel beyond destination listed on the face hereof will result in forfeiture of security deposit(s), as well as mileage charges, additional package charges to equal the mileage average of 300 miles per day and you will be liable for any breakdowns and/or accidents. Canadian travel is permitted with our prior knowledge. Travel to Mexico is prohibited.
 12. OUR ability to provide a vehicle, if reserved, is contingent upon and subject to its return by the previous Lessee, and to accidents and other causes beyond our control. In the event of failure to furnish vehicle for time specified, we shall refund all sums paid by you, we shall have no further liability beyond repaying such reservation fees
 13. IT IS EXPRESSLY agreed that you are not the agent, servant or employee of ours in any manner, whatsoever. It is further agreed all rights and liabilities arising out of this contract shall be determined by the laws of our state of residence.
 14. YOU acknowledge that you have received instructions on the operation, use and maintenance of the vehicle, including the operation and safety precautions connected with the bottled gas installations and appliances, and are thoroughly familiar with the same.
 15. FOR THE PURPOSE of enforcing our ownership of said vehicle and/or equipment and to protect our rights under this contract, you agree that we may retake possession of said vehicle and/or equipment at any time and for such purpose to enter upon your premises. You hereby waive any right of action against us by reason of such retaking or entry.
 16. THE PERIOD of time covered by the Lease shall not exceed (4) months as specified in Truth-In-Lending Act Section 181.
 17. YOU shall be fully liable for loss or damage to the vehicle that results from collision with the structure of any underpass or other object because of insufficient clearance whether of height or width.
 18. WE reserve the right to cancel this agreement, for any reason, at any time prior to or during the term of this agreement.
 19. YOU shall be fully liable for any and all loss and/or damage to the awning, if so equipped on said vehicle, regardless of cause.
 20. TOWING with said vehicle is prohibited without the prior consent and a signed authorization form.
 21. YOU acknowledge that you must obtain prior authorization for any repairs that exceed \$100.00. You must return all defective parts with said vehicle.
 22. YOU acknowledge that invisible pets only are allowed in said vehicle. In the event we find evidence of a pet (i.e. hair, odor, etc.) you will be charged the pet sanitation fee of \$200.00. You also acknowledge said vehicle is a non-smoking vehicle. If it is found that there was smoking in the vehicle, you will be responsible for our smoking sanitation fee of \$200.00.
 23. COMPENSATION as a result of a mechanical breakdown of the engine will be lesser of the two, accommodations or refund, which will be determined by us. No compensation will be given for the malfunction of a convenience item. Convenience items include, but are not limited to the following: Generator, Air Conditioner, Heat, Radio/CD Player, TV, VCR, Refrigerator/Freezer, Power windows/locks and Awning.
 24. YOU acknowledge that you enter into this contract with full understanding of all terms and conditions, and have been given the opportunity to ask questions. That this agreement contains the entire understanding between the parties hereto and no other representation or inducements, verbal or written, have been made which is not set forth herein.
 25. RRW (Responsibility Reduction Waiver) if purchased does not cover loss and/or damages as a result of negligence, loss and/or damages to the awning (if so equipped), and/or loss and/or damages that results from collision with the structure of any underpass or object because of insufficient clearance whether of width or height. In addition RRW will not cover any loss and/or damage as a result of a PROHIBITED USE, as described in paragraph number four (4).
 26. YOU agree to only have as many people in said vehicle as indicated under maximum of occupants on reverse side hereof. In the event said vehicle is transporting more than maximum number of occupants allowed, this will be considered a violation of the contract.
- NOTIFY YOUR INSURANCE AGENT OF YOUR INTENTION TO LEASE AND OPERATE THE HEREIN DESCRIBED PROPERTY. YOU WILL BE ADVISED IF YOUR PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE COVERS YOU AND IF SO YOUR POLICY SHOULD BE ENDORSED ACCORDINGLY. INSURANCE COVERAGE IS VOID IN MEXICO.

This equipment has been rented to you for your beneficial use. You are fully responsible for its care and condition!

The following are fees that are charged in the event unit is not returned in same condition:

Late Charges:	\$25.00/Hr.	Additional Mileage:	\$.99/mile
Dump Holding Tank:	\$250.00	Fuel Tank:	\$5.00/gal
General Cleaning:	\$50.00/Hr.	Fuel Svc. Charge:	\$10.00
Pet Sanitation:	\$200.00	Smoking Sanitation:	\$200.00
Tape Mark Removal:	\$50.00/markings	Exterior Cleaning:	\$1.00/foot

Lessee Initials: _____