

These terms and conditions are expressly made part of the rental agreement (the "Agreement ") by and between the person(s) listed on page one (herein collectively referred to as ("Renter") and RV Rental Owner or Dealer ("Dealer"). The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Dealer, it has also released and/or indemnified the officers, employees, and agents of Dealer.

### **Security Deposit & Authorization**

A security deposit is required at time of pick-up and will be refunded when all costs are paid as per the terms of this Agreement. The amount of the security deposit is stated in your booking confirmation. Company may use your deposit to pay any amounts owed to us under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by cash, personal check or authorized use of the credit card provided. Minimum requirements for return of the security deposit include: unit is cleaned to a condition as good or better than when received, gas tanks are full, holding tanks are properly emptied, no damage was done to the rental, and there are no other violations of this Agreement. At the time of rental a credit card voucher will be authorized by Renter to cover any amounts payable pursuant to this Agreement and by executing this agreement Renter understands and expressly consents to use of the voucher for such purposes without reservation.

### **Condition of Rental & Responsibility for Repair**

Renter is responsible for all damage to the rental, missing equipment, down time, and Dealer's administrative expenses connected with such loss irrespective of the cause of said damage or loss or the negligence or lack thereof of Renter. Renter is responsible for loss due to theft of the rental. Renter is responsible for all damages due to vandalism of the rental. When accepting the rental, Renter and an authorized representative of Dealer will complete a Walk-Thru Report of the rental, noting in writing any and all defects or damage to the rental prior to Renter's acceptance of same. At pickup, all rentals will have propane and gas, holding tanks will be dumped, and both the interior and exterior shall be clean.

Upon return of the rental, Dealer will be given a reasonable amount of time to inspect the rental and will again note all defects or damage to same. The initial walk-through upon return is not the final inspection. Dealer is not responsible for personal property left in the rental. All defects and/or damage to the rental noted in the Dealer return inspection which are not noted on the Walk-Through report completed by Renter and Dealer when accepting the rental shall be the sole responsibility of Renter and Renter shall reimburse Dealer for the cost of the repair. To the extent that the security deposit actually paid to Dealer is insufficient to cover the costs incurred by Renter, Renter will make immediate payment to Dealer upon demand. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them and provide a copy of the police report to Dealer. Renter must report all accidents involving the rental to us within 24 hours of occurrence and provide a copy of the accident report to Dealer.

If the rental is returned to Dealer outside of regular business hours, Renter shall remain responsible for any damage or theft of the rental occurring prior to Dealer's acceptance of return of the rental during regular business hours.

There will be a cleaning fee for both interior and exterior if the rental comes back dirty on the inside or the outside.

## **Drivers**

Renter acknowledges and agrees that no person shall be allowed to drive the rental who is not at least the age of 25, a holder of a valid driver's license in his or her actual possession, and approved through Outdoorsy's insurance or through a third party insurance binder. Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The rental requires more skill and expertise to operate safely than a passenger rental. The rental requires more clearance above, in front of, behind, and beside them to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent rentals and obstacles on the roadway. Due to size and handling characteristics, the rental shall not be operated at speeds in excess of 55 miles per hour regardless of the posted speed limit.

Spotters are recommended to assist the driver in backing the rental.

Renter represents and warrants to Dealer that any person who operates the rental will have passed dmV verification and will have the skill and expertise to do so safely and free from negligence. Renter acknowledges that the qualifications of any driver of the rental are solely at the discretion and risk of Renter and Dealer has not evaluated the skill and expertise of any such driver.

Renter acknowledges that Dealer has no control over the number of passengers a Renter may allow into the rental or the conduct of those occupants while the rental is being operated. Therefore, Renter acknowledges that Renter is solely responsible for the passengers on board the rental as well as the conduct of those passengers, and Renter shall confirm that both driver and passengers are properly using seat belts while the rental is in motion.

## **Allowed Use of the Rental**

The rental may only be used on those public roadways with sufficient width and clearance to allow the rental to be operated safely and without damage. Under no circumstances may the rental be operated off road. If Dealer provides a driver for the rental, Renter remains responsible for all damage to the rental, missing equipment, down time, and Dealer's administrative expenses connected with damage regardless of whether or not Renter or the driver is at fault.

### **Under no circumstance shall:**

- " The rental be driven outside the United States and Canada.
- " Any pets or other animals be allowed in the rental without permission.
- " Renter allows anything to be towed behind the rental. The awning be unrolled or used without prior approval.
- " Anyone be allowed on the roof of the rental.
- " Anyone occupy any towed rental while it is in motion.

## **Insurance & Costs**

Renter must purchase Outdoorsy insurance or provide an alternative proof of insurance before renting. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's contractual possession of the rental.

## **Maintenance and Breakdown**

Renter is responsible for checking all fluid levels, including oil and coolant levels at each refueling. Renter is responsible for checking air tire pressure, lug nuts and wheels at each refueling. Renter is responsible for mechanical damages due to negligence in operation and/or maintenance. Should a breakdown occur, Renter must immediately notify Dealer for repair authorization and follow instructions provided.

## **Hauling and Delivery**

Renter liability for damages relating to the delivered rental begins when the rental leaves the Dealer lot or place of origin and ends when the rental is re-turned to the Dealer lot or place of origin at the same location. This includes tire blowout, damage to the rental, or property of the facility where the rental is delivered and/ or picked up.

## **Right of Possession**

Dealer shall always have a superior right of possession of the rental over Renter. In the event that Dealer's officers or employees, in their sole and absolute discretion, determine that the rental is at risk of damage or loss, Dealer shall have the absolute right, but not the obligation, to recover the rental from Renter regardless of the amount of time remaining in the rental Agreement. In the event Dealer recovers a rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs.

## **Additional Conditions**

This Agreement does not create any type of partnership between Renter and Dealer or rental owner. This Agreement may not be cancelled or modified except in writing signed by all parties.

## **This Agreement is not assignable by Renter**

Renter agrees that venue for any dispute or claim arising out of or relating to this Agreement or Renter's use of the rental (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be exclusively in the County of Dealer's operation. This Agreement shall be construed in accordance with the laws of the state of Dealer's operation.

Renter agrees that in the event Dealer prevails in a suit to enforce this Agreement, it shall be entitled to recover all its costs and attorney's fees incurred in that action.

## **Warranties, Releases, Indemnification and Assignment**

Renter acknowledges that Dealer may not own the rental it is renting to Renter and rents the rental pursuant to a third party agreement with the owner of the unit. RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. DEALER AS WELL THE OWNER OF THE RENTAL DOES NOT WARRANT AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES ON THE RENTAL INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION, SUITABILITY, OR FITNESS OF THE RENTAL OR TIRES FOR ANY PARTICULAR PURPOSE.

DEALER AND THE RENTAL OWNER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FROM ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER DEALER OR THE RENTAL OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY YOU TO DEALER UNDER THIS AGREEMENT.

BY EXECUTION OF THIS AGREEMENT, RENTER FURTHER RELEASES AND HOLDS HARMLESS DEALER AND RENTAL OWNER FROM ANY AND ALL CLAIMS FOR DAMAGES AND CONSEQUENTIAL DAMAGES INCURRED BY RENTER AND ANY OTHER OCCUPANT OF THE RENTAL INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY OR DEATH, COSTS FOR REPLACEMENT RENTALS, FUEL, TELEPHONE, TRAVEL, MEALS, LODGING COSTS, LOSS OF PERSONAL PROPERTY, LOSS OF REVENUE, OR FOR ANY

OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND THAT RENTER OR ANY OCCUPANT OF THE RENTAL MAY INCUR.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS DEALER AND RENTAL OWNER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY DEALER AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF DEALER AND/OR THE RENTAL OWNER.

RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF DEALER RENTING THE RENTAL TO RENTER, RENTER DOES HEREBY ASSIGN TO DEALER ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO DEALER AND/OR THE RENTAL OWNER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST DEALER AND/OR THE RENTAL OWNER FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.

**Security Deposit:** A security deposit is authorized to be charged for the booking of the rental. Any damage to the rental unit that is not covered by insurance is the responsibility of the renter and will be deducted from damage claims.

Dealer has up 4 days from the return of the unit to inspect the unit for damages and contact the customer. The security deposit will be returned within 7 days if there are no damages to the rented unit.

**Insurance:** You are responsible for all damage or losses you cause to yourself, your property, the rental unit and others. You have purchased insurance through Outdoorsy or you have provided us with an insurance binder indicating that you have motor vehicle liability, collision and comprehensive insurance covering you, us, and the vehicle you are driving and/or towing.

**RV Condition at the time of pick up:** The unit you are picking up is clean on the interior and exterior and is in full working order.

**Return Policy:** Rental units must be returned as scheduled. The rental must be returned in the same condition listed at the time of pickup, (clean on the interior and exterior and is in full working order). Any accrued fees may be assessed and charged against the damage deposit.

**ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DAMAGE DEPOSIT.**

**Smoking:** No smoking is allowed in rental units unless otherwise stated in your booking . Smoke odors in the returned rental units will result in additional fees. Please refer to Return Policy for applicable fees.

**Pets:** No pets are allowed in rental units unless otherwise stated in your booking. Any pet odors in the returned rental units will result in additional fees . Please refer to RV Return Policy for applicable fees .

**Ladder:** Some rental units are equipped with rear ladders. These are not for customer use. Activity on the roof of the unit is forbidden .

**Travel Restrictions:** Rental units may not be taken into Mexico

**Truces:** Customer is responsible for all applicable taxes.

**Rental Fees:** All rental fees must be paid prior to check-out including deposits.

In the unlikely event of a break down or mechanical issues, repairs under \$200.00 should be completed and paid for by the renter. Repairs over \$200.00 must have prior authorization from Dealer. Please save and submit all receipts for repairs when you return the rental unit, reimbursement depends on type of repair and cause. In the event of a tire blowout the customer is responsible for changing the tire.

Customer may apply online for Coach-Net roadside assistance. Some Rental units are equipped with awnings for shade. Awning may be prohibited. We suggest you do not use the awning due to the possibility of damage . An awning that is damaged may present extensive cost if damage occurs. If you elect to use the awning and it is damaged, repair cost can be up to \$2,500.00, which you agree that you will be held responsible.

General Requirements: Customer agrees not to drive in a careless or negligent manner while towing or driving a Rented vehicle, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those signed to the agreement. Customer further agrees not to use, or permit use of the rental for unlawful purposes. Customers will hold Lessor harmless from any and all fines and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Customer further agrees to indemnify and hold harmless the Dealer from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use and operation of the rented unit. 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. Renter shall hold harmless, other client owners, Dealer, Outdoorsy and its authorized agents and employees from and against an and all loss, bodily injury, damages and expenses, including legal expenses, of any kind arising from my rental unit during my possession extending to such time use is finalized and cleared by Dealer, including without limitations, latent and other defects whether or not discoverable by you or Dealer. This indemnity shall continue in effect at all times despite the return of the rental before or after expiration of the contract terms whether by formal request from Dealer or otherwise. It is agreed and understood that Dealer may control the defense of any such claim. By signing below, you acknowledge that you have been given an opportunity to read the terms of this Agreement before being asked to sign. Your signature permits us to process a credit voucher in your name for all rental charges due under this Agreement.

"RENTER" Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Signature acknowledges that renter has read and agrees to the above policies and conditions from pages 1 thru 5.*