

TOWABLE RENTAL AGREEMENT TERMS AND CONDITIONS

- Definitions:** 'Agreement' means all terms and conditions found in this form and all additional materials we provide at the time of rental. "you" or "your" means the person identified as the renter on this form, each person signing this Agreement, each Authorized Driver and each 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 the recreational vehicle dealer names elsewhere in this Agreement. "Authorized Driver" means the renter and each driver permitted to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. "Vehicle" means the non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all of Vehicle's equipment, awnings, keys and Vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during the rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, or opportunity to sell eh Vehicle. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damage until it is replaced or repaired, times 80% of the daily rental rate, which you and we agree represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement.
- Rental, Indemnity and Warranties:** This is a contract for 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 us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**
- 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 this Agreement and in the same condition that you received it except for ordinary wear. You must empty waste tanks. If the Vehicle is returned after closing hours, you remain responsible for all damage to it until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval.
- Responsibility for Damage or Loss:** Reporting to police. You are responsible for all damage to or loss or theft of the Vehicle, whether or nor you are at fault. Your responsibility includes the cost of repair or the actual retail cash value of the Vehicle if it is no repairable or if we elect not to repair it. You will pay us for Loss of Use, Diminished Value and a reasonable charge to cover our administrative expenses connected with a damage claim. You must report accidents involving the Vehicle to us and the police within 24 hours of occurrence.
- Prohibited Uses.** The following acts or uses of the Vehicle are prohibited: a) towing the Vehicle: (i) by anyone who is not an Authorized Driver or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohols; (iii) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent, or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) to carry dangerous or hazardous items or illegal material; (vii) outside the United States; (viii) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (x) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xi) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xii) with your Vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (b) falling to summon the police to an accident involving the Vehicle; (c) damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (d) transporting an animal in the Vehicle; (e) sitting, standing or lying on the roof of the Vehicle; (f) by placing signs or letting on the outside of the Vehicle; (g) placing loudspeakers or other sound equipment on the exterior of the Vehicle; and, (h), if the Vehicle is equipped with an outside fuel station, using fuel with an octane rating higher than 87.
- Insurance:** We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. We do not provide liability insurance coverage on the Vehicle. You agree to provide liability insurance on the Vehicle through the insurance policy that covers your towing vehicle.
- Charges:** You agree to pay us on or before the Vehicle is returned or on demand all charges due us under this Agreement, including but not limited to : (a) time for the period during which you keep the Vehicle; (b) charges for optional services; (c) applicable taxes; (d) all traffic or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or parking charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50.00 for each charge; (e) all costs we incur recovering the Vehicle if you fail to return it to the renting location; (f) all costs, including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (g) a 5% per month late payment fee on all amounts paid after the Vehicle is returned; (h) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (i) a reasonable fee not to exceed \$450 to clean the Vehicle, if returned substantially less clean than when rented; (j) a dumping fee of \$50 if the Vehicle's waste tanks have not bee drained (valves open, caps off) prior to return of the Vehicle; (m) a refueling fee of \$50 plus the cost of fuel if you fail to refill a fuel tank. We will not refund any of the time or mileage charges if you return the Vehicle earlier than the date or time due in.
- Deposit:** We may use your deposit to pay all monies owed to us under this Agreement.
- Your Property:** You release us, our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored or that was left or carried in or on the Vehicle or our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 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 you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.
- Miscellaneous:** A waiver by us of a breach of this Agreement is not a waiver of an 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 this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from all liability for consequential, special or punitive damages in connection with this rental or this reservation of a vehicle. You will indemnify, defend and hold us harmless from and against all claims arising out of unsafe fueling practices committed by you. If a provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

X _____ Initials