

RV rental agreement

1) DEFINITIONS:

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. This agreement consists of all conditions on this and the following pages, whether printed or written. "Client/Renter" means the person (s) signing this agreement, any Authorized Driver, and any other party (including organizations) to whom the charges incurred are billed at the express direction of such party or the person (s) signing this agreement (with Lessor's consent), both being jointly and severally liable for such charges. RV stands for recreational vehicle, motorhome, or trailer identified in this agreement and its tires, tools, accessories, equipment, appliances, keys and vehicle documents. Only those individuals listed on, and have signed, the rental agreement is authorized to drive, pull, move and occupy the vehicle/RV/trailer. All travel trailers, pop-ups, bumper pulls, fifth wheels and all others are considered RVs in this contract. "Agreement of Rental Basics" and "Price List" on separate sheets and web-page and not numbered by page are part of this contract.

2) PAYMENT OF CHARGES:

All fees are payable by US Dollars in cash, certified bank check, we do accept all major credit cards. We do not accept personal checks less than 2 weeks in advance of departure. (There is a \$50 fee or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason.) 100% of the total rental fees must be paid 1 day prior to departure (or immediately at delivery in cash). Full (100%) of total rental fees must be paid before key exchange at delivery in cash or with other payment method 3 days before delivery/departure. Any balance for incidentals, or changes - not already collected - is due no later than the day of departure, i.e., security and cleaning deposits, estimated mileage charge, linen packages, Personal Damage Waiver.

3) COMPUTATION OF CHARGES:

Client/Renters shall pay the rental company: a) Booking Deposit - A Booking Deposit is due at reservation to secure your trip. - \$ 500, - for use in the continental USA, unless otherwise noted under remarks at the end of this contract. The Booking Deposit will reserve the requested unit for the requested period of time, and becomes your Cleaning/Damage Deposit during the rental. Full Security Deposit is due upon booking. If the booking period of time is changed, after the contract is prepared, a \$50 processing fee will be assessed against the renters account on file at the time of issuance of new contracts. b) Rental Time. Charges are computed on a 24 hour period - "night" the same as a hotel room. The Client/Renter will be charged \$45 per hour for late return, and 1 ½ daily rental rate for each day the vehicle is late. Pick up and drop off times are 6am to 8pm daily. c) Cancellation Fee - If the reservation is cancelled with less than 60 days advance notice, 100% of the Booking/Security Deposit & (if applicable) First Rental Payment is/are forfeited (if more than 60 days in advance - 20% is forfeited). The Lessor, at its discretion and on a case by case basis, may allow \$500 to be held for 365 days for Client/Renters use on a future booking. The rental company suggest to Client/Renters the use of "trip insurance" through outside agencies, to defray forfeiture of monies. d) Cleaning / Damage Deposit - The Booking Deposit becomes your Cleaning / Damage Deposit at time of your departure. This deposit is refunded (within 10 normal business days of the return of the RV to Lessor) providing the vehicle is returned in the condition it was received (clean inside and out, gas, propane full, black and grey sewer holding tanks empty, and no damage or missing equipment) less any outstanding charges (i.e. propane, excess mileage, linen packages, etc.). Any monies held beyond the 5 normal business days will be refunded (if applicable) after all outstanding charges have been satisfied and repairs/replacement completed. The Client/Renter will forfeit all rental deposits for any vehicle returned with any odor of fish, animal, smoke (including campfire smoke) or other offensive odor. Excess cleaning fees of \$35 US per hour will be charged above and beyond normal cleaning -should it be necessary. e) Generator Fee - The first three (3) days of generator use are included in the generator rental charge of generator but no more than 30 hours. Additional hour's usage is @ \$2.5 per hour. This is calculated and paid by Client/Renter upon return of the RV. f) There is no mileage charge for travel trailers. Motorized RV's have special mileage charge as outlined under pricing of the rental company. Some special rigs don't have any free miles. Check your fee schedule. Caravan mileage is stipulated in your contract. Any excess is @ 49c/mile. g) Refueling: Client/Renter must return vehicle full of fuel or pay \$45 service charge each, in addition to our posted cost of product. h) Sewerage Holding Tanks (both blacks and greys) must be returned empty or a \$60 for all tanks will be incurred. i) Collection and Vehicle Recovery Expense: All costs for pursuing and recovering a vehicle/trailer - including, but not limited to - loss of use and damages, 1½% per month interest or maximum amount allowed by laws of the State of California for monies due Lessor but not paid upon return of the vehicle, and \$100 plus \$7 per mile for every mile between the renting location and the place where the vehicle is abandoned, and return to Lessor's place of business- will be borne by Client/Renter. j) Fines and Other Expenses: Any fines, penalties, court costs, and other expenses assessed against Lessor, by result of Client/Renter's possession and use of the vehicle will be borne by Client/Renter. Page 2 of 4 k) Errors: All charges are subject to final audit. Customer is responsible for any corrected charges found in this final audit. Customer authorizes Lessor to collect the corrected charges against the credit card used to secure the original reservation - or another mode of payment agreed upon by Lessor. l) Refunds: There will be no refunds for early returns.

4) INSURANCE COVERAGE:

We do not provide comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence, for which deductible you are responsible. We do not provide auto liability insurance that is primary, and covers bodily injury and property damage with limits no higher than the minimum levels prescribed by the financial responsibility laws of the state whose laws apply to the loss. Our insurance does not provide medical payments or PIP, no-fault and statutory limits for uninsured and under-insured motorist coverage. Any Coverage is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates our any insurance coverage. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by insurance policies or that is in excess of your insurance limits. See www.RVSL.com for more comprehensive insurance to avoid "at fault accidents" against your auto insurance. a) The Client/Renter shall provide the rental company a certificate of binder from their own US insurance company stipulating that they are the primary insurance carrier and their coverage provides California minimum comprehensive and collision will not be sufficient, as well as liability minimum needs to be upgraded. Otherwise, an insurance processing fee of \$25/night will be charged to Client/Renter. b) Client/Renter and all authorized operators will provide Lessor with current 5 YEAR Driving History (for motorized RV's only) at their own expense dated within 14 days of departure if possible depending upon the state of licensing. Client/Renter will report all accidents to Lessor (within 24 hours) and to law officials as soon as possible in the jurisdiction where the accident takes place. Client/Renter and Authorized Operator(s) will deliver all papers of any kind relating to the accident to the Lessor. Client/Renter and Authorized Operator(s) will fully and actively cooperate in any investigation and defense of a claim or lawsuit against Lessor and its property relating to the accident.

5) VEHICLE REPAIRS / WARRANTY DISCLAIMER:

Vehicle is Lessor's property. Client/Renter is not Lessor's agent for any purpose. Client/Renter acquires no right other than the right to use vehicle in accordance with this agreement. a) If a breakdown occurs, and repairs are needed, any repair under \$50 may be done at Client/Renter's discretion. Any repair over \$50 must have prior authorization from Lessor. Please save and submit all receipts for repairs, and retain and bring back the old or broken parts. Reimbursements will not be made without a receipt. b) In the event of loss or damage to vehicle while on rental, the Client/Renter shall pay Lessor for repair both parts and labor, and other expenses involved including loss of future rentals of said vehicle, and diminished value of the vehicle. Client/Renter shall not use vehicle in any unlawful manner, nor on any unpaved road (unless specified in writing by Lessor), nor use or permit use in an unlawful, reckless, abusive or wanton manner. c) Lessor disclaims any warranties, either expressed or implied with regard to use of vehicle for a particular purpose. Nor does Lessor authorize any other person or entity to assume any liability on Lessor's behalf. d) Lessor does not provide travel insurance. Lessor is not responsible for delays, cancellations, or associated costs incurred by the Client/Renter due to accident, breakdown, vehicle maintenance or repair. Client/Renter shall not be entitled to recover any damages for loss of use, loss of time, loss of income or any other incidental damages.

6) RESPONSIBILITY FOR VEHICLE CONDITION / RETURN / REPOSSESSION:

Client/Renter shall return vehicle to Lessor in the same condition as received, except for ordinary wear, to the location where rented (or other location directed by Lessor in writing) on the date and time specified. If not, Lessor shall avail itself of all legal recourse to recover said vehicle. Lessor further stipulates its legal right to repossess vehicle at any time after the due date and time (or at abandonment by Client/Renter) at the customer/Client/Renter's expense. Customer/Client/Renter waives prior notice for repossession of vehicle if not returned at due date and time, or when the vehicle is being used for unauthorized or illegal use. If the RV is returned after closing hours, the Client/Renter remains responsible for the safety of, and any damage to, the RV until Lessor inspects it upon the next opening for business. Client/Renter must check and maintain all fluid levels, batteries (in and out) and any other maintenances as required during the rental period.

7) RV WINTER PERPAREDNESS:

The responsibility for maintaining the RV, including the pipes in severe cold, is the Client/Renter's. It is possible to travel in cold climates and use the facilities of the RV but certain precautions must be maintained. The interior temperature of the RV must be kept at a minimum of 65 degrees Fahrenheit if there is water in the fresh water tank this should keep the fresh water in the tank and pipes flowing. NOTE: Certain rentals will not have fresh water usage from the faucets, it will be necessary to use bottled water. Additionally, in extreme cold some rentals will not have use of the sinks or toilet at all. The holding tanks, both black and grey, will need 1 gallon of anti-freeze in each one when the unit is rented when necessary. This should keep the contents liquefied, but each time the tanks are emptied by the Client/Renter the anti-freeze must be replaced. Keep in mind that, during winter, often campgrounds and parks shutdown water to their RV sites. They do/may have facilities i.e. bathrooms, showers available for the renter's use. Some campgrounds and parks are closed during winter months so the renter should be advised to check prior to the rental. They must be removed once the vehicle has cleared those areas. Travel Trailers do not come nor will we supply tire chains. The use of tire chains on our trailers is prohibited unless required by law and safety. Renter is fully responsible for damages from tire chains.

8) NO LIABILITY FOR CLIENT/RENTERS PERSONAL PROPERTY:

Lessor is not responsible for Client/Renter's personal property. Client/Renter - do not leave any property in the RV/vehicle when you leave, and you are responsible for any personal property while traveling. Client/Renter holds Lessor, its agents and employees harmless from claims for loss or damage of any property.

9) **PROHIBITED USE OF VEHICLE** (Vehicle SHALL NOT be used for the following purposes or conditions):

a) To carry persons or property for hire b) To propel or tow any vehicle, trailer or other object without express written permission as part of this contract. We do not permit pulling anything behind a trailer or coach (RV). Trailer frames are not made for pulling any weight. c) In any race, test or contest d) For any illegal purpose e) To instruct an unlicensed person in the operation of the vehicle f) To obtain vehicle from Lessor by fraud or misrepresentation g) To carry persons other than in the passenger compartment (NEVER in a travel trailer) h) To load the vehicle beyond its rated capacity, or carry dangerous or hazardous items or illegal material i) To operate while impaired or under the influence of alcohol, or any other intoxicant, drugs or narcotics. j) Unless specifically authorized in writing as part of this agreement, prohibits driving on any roads that are not paved and maintained by any State, and the countries of Canada and the US. This includes the "Haul Roads" of any industrial companies or any other gravel road that could damage the RV. Pull offs on the side of the road to rest or short roads to campgrounds are authorized with caution. None of our units are allowed on gravel road leading to Gold, Copper or any other mines or oilfields. k) Transportation of more people than the number of factory installed restraints (and sleeping accommodations), including children who should be in safety seats meeting federal standard. l) Operated by drivers under the age of 25, or by anyone whose driving license is suspended in any jurisdiction m) No cleaning/cooking of fish, nor pet, smoke (including campfire) or other offensive n) When the odometer has been tampered with or disconnected o) When the fluid levels are low, or it is otherwise reasonable to expect the Client/Renter to know that further operation would damage the RV p) Sitting, standing, walking or lying on the roof of the RV is specifically prohibited.

10) **ASSIGNMENT:**

This Agreement and the vehicle cannot be assigned or transferred by the Customer.

11) **WAIVER / MODIFICATION OF TERMS:**

No term or condition of this agreement may be waived or modified as to Lessor except in writing signed by Lessor or Lessor's authorized agent.

12) **LIABILITY OF LESSOR:**

Lessor shall in no event be liable for any indirect, special or consequential damages in connection with or arising out of the furnishing, performance or use of the vehicle, including any claims based upon failure to honor a vehicle reservation as requested by Renter.

13) **TERMS AND RATES SUBJECT TO CHANGE WITHOUT NOTICE:**

Any additional terms will be disclosed at the time the rental agreement is signed. We reserve the right to refuse any applicant.

14) **MISCELLANEOUS:**

If you wish to extend the rental period, Client/Renter must receive authorization in advance. If the RV is inoperable for more than 24 hours, our liability to Client/Renter is limited to the daily rental rate times the number of days the RV is inoperable. No waiver by Lessor of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of Client/Renters obligations under this Agreement. Lessor's acceptance of payment from Client/Renter, or Lessor's failure, refusal or neglect to exercise any of their rights under this Agreement, will not constitute a waiver of any other provisions of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. By Initial 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 card/cash voucher in your name for all rental charges due under this agreement.

STAYING SAFE AND KNOWING YOUR UNIT.

We will do a thorough hands-on orientation with you about your new rig before your departure, but some things bear repeating and are good to have in writing so you can refer to them. For your safety and those around you, please read and follow carefully the instructions and information below: You safe trip will depend upon your attention to these: All occupants must use the factory installed seat belt restraints while it is in motion (motorized units only). NEVER transport more people than there are factory belts. Beds, bunks, sofa, dinette and chairs not equipped with these belts are not safe to use while you're in motion. While fueling (gas, diesel or propane) be sure to shut off the furnace, hot water heater, stove, refrigerator and generator along with any other source of open flame. Before moving the rig, be sure to stow all loose things that may cause damage to either you or the RV. Also, be sure to LOWER THE ANTENNAE and RAISE THE STEPS. Use a lookout when backing, even if your unit is equipped with a backup camera. Watch overhanging gas stations, drive thrus, etc. If not sure, have your lookout check as you drive into any overhang. For safety of all involved, it is prudent to lock all doors before moving. Exhaust ports for the furnace and hot water heater are extremely hot when in use. Don't touch. Each rig is equipped with an emergency exit. Don't open unless you have a real emergency. Make sure children and all occupants understand the emergency exit and its proper use. When wet, anything (and most especially the bathroom floors including the shower/tub) can be slippery. Above all, don't use the shower/tub when the unit is in motion. You should be seated and belted. It is not legal to occupy a trailer while in motion. Avoid going on the roof unless it is a real emergency, then use with ultimate caution. Tire changing should be left to a professional. Never attempt to change the tires yourself. Leave a light on at night to avoid tripping into the stairwell, etc. The awning may be tempting, but its use is specifically prohibited. If you use it, it is not covered by insurance and IF YOU BREAK IT - YOU BOUGHT IT. And it's not cheap, believe me. If you're out driving around and are caught in a high wind condition, slow down and if necessary pull off until the wind slows. The RV makes a great sail in high winds. Use serious caution here. Plan your route to avoid wrong turns. You may not be used to driving such a large vehicle and it's much easier when you know where you're going. Try using your lookout and your navigator. It sure helps. Each unit is equipped with a set of instructions for the unit. It's a good idea to read through them, and refer to them for assistance if something isn't clear to you. Follow all local, state and national laws, particularly the speed limit. You're responsible for any fines and tickets. And, a run-in with the law will make for a less than pleasant trip. Again, you will be responsible for all recovery cost that may occur. I've read the above and understand their importance. I further understand the proper and safe operation of the unit and its appliances and systems.

THINGS TO DO & SAVE \$\$\$ BEFORE YOU RETURN THE MOTORHOME

On your last night out, dump both the black and gray water sewerage holding tanks. This will save you \$60 and it's not all that hard to do. Our Kodiak 300BHSL has 2 grey, 1 black and 1 fresh water tank. We will fill the propane tank(s) upon your return. There is only a product charge for this service. On your last few nights out, before dumping the gray water tank, try to use up all the fresh water in the tank. This will allow us to more quickly fill with our great fresh water for the next vacationer. Which at one point is or could be you?

THINGS TO REMEMBER

Sadly, all things end. Necessity demands that the RV be ready and waiting for the next renter. Any excess charges will be deducted from your deposit held on account. Please throw away any opened food from the refrigerator and cupboards. Any unopened non-perishable food may be donated to our local food bank. Just bag them up and we'll make sure they are delivered, and a big THANK YOU for your donation. Please, put used linen/towels, etc. in the Shower/Tub. This will make quick work of cleaning the motorhome for the next renter. If there are damaged linens, let us know and we'll try to replace without cost to you. Unused linen can stay in the cupboard inside their enclosed bags. You need to return the motorhome/rv/trailer in the condition you found it - both inside and out. Dust, sweep and wipe down all areas inside. Wash the outside with high pressure soap and water and pay special attention to the bugs that are smashed on the front of the rig (we can direct you to a good RV wash in-town with high pressure for this issue). If you have any items you'd like to donate (cause they're too cumbersome to carry home) to our new "Borrow If You'd Like" inventory - extra pillows, blankets, lawn chairs, BBQ grills, etc. - we'd be happy to accept. Put them in a basement, and let us know they're there. No junk though, please. Remember, we don't allow smoke of any kind (including campfire smoke) in our rigs. Fish, especially cleaning, cooking and storage of fresh (even fresh frozen) fish, is specifically not allowed. It leaves a terrible lingering odor and will cause us to make special cleaning arrangements - at your expense. Don't Do This!!! It will cause you to lose your deposit and perhaps be charged lots of additional \$\$ that can be easily avoided. Pets require extra deposit and cleaning fee. Excess interior cleaning fees are charged at \$35 per hour. Standard cleaning is anticipated at 3 hours. Bring it back clean and you'll be very glad. Normal exterior cleaning charges are minimum \$70 +. Most importantly, please don't be shy. If we could have and most especially if we should have done something that we didn't - please let us know!

EMERGENCY CONTACT & REPAIR INFORMATION

We strive to be available to you 24 hours per day, 7 days per week. As you probably know, we live in Moreno Valley, California, 92555 and are never far from the telephone. If you get the voice mail system, please leave a brief message with your name, location, brief description of the concern, and if at all possible a telephone number where you can be reached. If you cannot leave a telephone number, tell us when you anticipate that you can call us back and we'll make every effort to be available at that time. If, in the course of your rental, you have reason to contact AIA for emergency repairs to the motorhome/trailer and it is not during normal office hours, you may reach us on our cell phone. This cell phone will be answered between the hours of 7 PM and 7 AM. Please call the main number all other hours. It will be necessary to receive authorization on any repairs that exceed \$50. For miscellaneous repairs under \$50 (oil, wiper blades, etc.) please save all receipts and old parts and you will be reimbursed upon returning the motorhome/trailer. And, be sure to keep the old items that you are replacing (excepting used fluids, of course) and turn them in when you return the motorhome/trailer. You will be reimbursed for NORMAL wear and tear items. It is URGENT that you contact us right away if there is something unsatisfactory with the unit. Any malfunction will not be reimbursable without immediate notification. We want your trip to be trouble free, and cannot solve any problems unless we are informed. Should you have a flat tire DO NOT drive slowly and safely to a service station to have it changed or fixed. Call for help. All tires are to be replaced by professionals. Call a road service. Your safety is our highest priority. Again, please call us if you have occasion to have tire repair work done. And, if a tire must be replaced, bring the old tire back to us when you return.

RETURN THE RV WITH EMPTY AND FULL TANKS

The motorhome/trailer is to be returned FULL AND EMPTY. This means you must dump the "Black" and "Grey" water tanks, and have the gasoline tank full(not trailers). If this is not accomplished there will be substantial charges to you to facilitate use by the next renter. Ask us before your departure where it is the easiest and most reasonable place to perform these tasks. We will fill the propane tank(s) upon your return. The fresh water holding tank need not be full or empty. We sanitize and refresh the water between each rental, and if you return it empty or nearly, that will save us a bit of time. Thank you for your help in this matter. We will not fill up the fresh water tank unless you want us to. We used to fill it all the time but found out that most renter don't need them full to save on weight while pulling so we only fill the freshwater upon request.

PETS, SMOKE & FISH CONTROL

There is NO SMOKING (and yes this includes smoke wafting in from a campfire) or odor of any sort to be allowed in your motorhome/trailer. Any odor detected upon return will stimulate a \$1000 SPECIAL CLEANING FEE, and forfeiture of your entire security deposit. Also, we specifically ask you not to perform fresh fish or hunted animal cleaning, cooking or storage anywhere inside the rig. This too will activate the \$1000 SPECIAL CLEANING FEE, and will also cause you to forfeit your entire security deposit. Thank you for your confidence in our RV Rentals.

GRAVEL ROAD USE

In exchange for good and valuable consideration and as an addendum to the contract executed, it is hereby expressly agreed that Client/Renter MAY / MAY NOT (only 1 will be on your contract) Drive the above named unit on specified gravel roads (see itinerary) during their rental period. By signing this Contract, Client/Renter warrants that they are fully responsible for any & all damage (other than that covered in an insured accident) to said RV during its "Gravel Road Use" if approved and assumes all liability if traveling on Gravel Roads without prior approval. "IF YOU BREAK IT - YOU BOUGHT IT" Additionally, should the RV become immobile, Client/Renter is fully responsible for any towing necessary to a repair facility authorized by Lessor, or to Lessor's place of business - at Lessor's discretion. We highly suggest Good Sam Emergency Road Service - Platinum.

CELL PHONE USE WHILE DRIVING IS PROHIBITED

Per California State Legislature, and HB255, a person commits the crime of driving while talking on the phone (not hands free), texting, if he or she reads or types a text or other non-voice message or communication on a cell phone, computer or something similar while driving. TO ENSURE YOUR SAFETY, AS WELL AS THE SAFETY OF THE UNIT, CELL PHONE USE FOR DRIVERS OF THE RV SHOULD BE LIMITED TO WHEN THE RV IS STOPPED, AND IN PARK. By signing this addendum, Client/Renter warrants that they are fully responsible for executing this agreement.