

RECREATIONAL VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. Definitions.** "Agreement" means all terms and conditions found in this form, any addendum and any additional materials we provide before, during and after the time of rental. "Renter", "You" or "Your" means the person identified as the renter on this form, any person signing this Agreement, and Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons defined as "Renter", "You" or "Your" are jointly and severally bound by this agreement. "We", "our" or "us" means the rental company named on this form. "Authorized Driver" means the renter, the renter's spouse, the renter's employer or co-worker if engaged in business activity with the renter while using the Vehicle, and any other additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and is at least 25 years of age. "Vehicle" means the recreational vehicle, motor home, camper, non-motorized travel trailer or toy hauler identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, equipment, appliances, keys and Vehicle documents. "Loss of use" means the loss of our right to use the vehicle for any reason because of damage to it or loss of it during this rental. "MBA Choice" means a motor vehicle liability, collision and comprehensive insurance policy renter purchased from a third party.
- 2. Rental, Indemnity, and Warranties.** This is a contract for the rental of the Vehicle. We may repossess the Vehicle at renter expense without notice to renter, if the Vehicle is abandoned or used in violation of law or this Agreement. Renter agree to indemnify us, defend us and hold us harmless from all claim, liability, costs and attorney fees we incur resulting from, or arising of, this rental and renter 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.
- 3. Condition and Return of Vehicle.** Renter must return the Vehicle to the location of rental check-out or other location we specify, on the date and time specified in this Agreement, and in the same condition that renter received it, except for ordinary wear. If the Vehicle is returned after closing hours, renter will remain responsible for the safety of, and any damage to, the Vehicle 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. Renter must check and maintain all fluid levels and tire pressure. Renter agrees to purchase and use only RV/Marine Toilet Tissue, per instructions received during "checkout", chemicals for toilet and non-abrasive cleaners to avoid damage to systems and surfaces in the vehicle.
- 4. Responsibility for Damage or Loss.** You are responsible for all damage to, or loss or theft of, the Vehicle, which includes: the cost of repair or the actual retail cash value of the Vehicle if it is not repairable or if we elect not to repair it; loss of use; diminished value of the vehicle caused by damage to it or repair of it; missing equipment; actual charges for towing, storage and impound fees paid by us if renter is liable for damage or loss; and a reasonable charge to cover our administrative expenses connected with the damage claim, whether or not you are at fault.
- 5. Reporting to Police.** Renter must immediately report all accidents, theft and vandalism to us and the police as soon as the renter discovers them. Additionally, renter agrees to deliver to us as soon as practicable, every process, pleading or paper of any kind relating to any and all claims, suits and proceedings received by renter or any driver or passenger of the Vehicle, and none of the drivers or passengers shall in any manner aid or abet any claimant but shall cooperate in full with us in all matters connected with investigation and defense of any claims or suits. Renter will provide us with completed accident reports for all accidents that may occur.
- 6. Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute breach of this Agreement. The Vehicle will not be driven: (a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; (b) by anyone who is intoxicated or under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle, or extended the rental period, by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose, or under any circumstances that could be properly charges as a crime other than minor traffic violations; (e) to carry persons or property for hire or compensation; (f) to push or tow anything not previously approved in writing; (g) in any race or speed contest; (h) to carry dangerous, hazardous or illegal material; (i) outside the United States or Canada, or in any area restricted by terms found elsewhere in this Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (k) on any unpaved surface except at an RV campground; (l) to transport more persons than the vehicle has seat belts or to carry persons outside the passenger compartment; (m) to transport children without a federally-approved child safety restraint or booster seat as required by State law; (n) when the odometer has been tampered with or disconnected; (o) when the Vehicle's fluid levels or tire pressures are low, or it is reasonable to expect Renter know further operation of the Vehicle would damage it; (p) with inadequately secure cargo; (q) to transport an animal; (r) after an accident involving the Vehicle without first reporting the accident to Police and to us. Driving the Vehicle under an overpass, overhang or roof structure without sufficient clearance is also a prohibited use. Renter agrees not to walk, sit, stand or lie on the roof of the Vehicle. Renter shall be solely responsible for and will hold Lessor harmless from any and all fines, forfeitures or penalties arising out of violations of any law and reimburse Lessor for the loss or confiscation of the recreational vehicle due to illegal use by Renter, his agents or representatives, employees or any other driver or passenger of the Vehicle.
- 7. Insurance.** Renters are responsible for all damage or loss renter caused to others. Renter have either provided us with an insurance binder indicating that renter have primary motor vehicle liability, collision and comprehensive insurance covering renter, us, and the Vehicle, or renter have elected to purchase MBA choice. If renter elected to purchase MBA Choice: (1) Damage to the Vehicle is covered by MBA Choice, with a deductible of \$1500.00 per occurrence. (2) Auto liability insurance is part of MBA Choice, and provides coverage for bodily injury and property damage caused by renter to third persons with limits no higher than the minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the damage or loss. MBA Choice covers \$2000.00 medical payments or PIP. No fault and statutory limits for uninsured and underinsured motorist coverage. Coverage is void if renters violate the terms of this Agreement or if renter fails to cooperate in any loss investigation conducted by us, or the insurer. Allowing an unauthorized driver to operate the Vehicle terminates MBA Choice. (3) Renter are responsible for all damage to the Vehicle and damage or injury renter cause to third parties that is excluded by the MBA Choice policy, or that is in excess of MBA Choice policy limits.
- 8. Vehicle Condition.** Renter acknowledges that they have carefully examined the vehicle and all additional equipment, appliances and furnishings set forth on the checkout sheet and acknowledge receipt of the vehicle, additional equipment, appliances and furnishings in good condition as indicated by signature on check out sheet at the time of pick-up, including the tires, and agrees to maintain them in safe dependable condition. The "RV Rental Check-Out Form", along with any/all pictures or photos (if taken) are an Addendum to this Agreement and will serve as a condition report of the vehicle as to any existing damage at the time of pick-up. Renter agree to pay us the full retail value of any equipment, appliances, utensils and furnishings, set forth in the check-out sheet, which are lost, stolen, destroyed, or damaged during the term of the agreement.
- 9. Late Returns.** Your Vehicle is due in at or before the "Due-In Date" and "Due-In Time" as indicated on the "RV Rental Confirmation Form" form. Renter agrees to pay Lessor for any period which the vehicle is held beyond the Due-In date stated above, a daily rental charge as set forth on the RV Rental Confirmation Form, plus mileage. Said daily fee will apply for any day or portion of the day the vehicle is held beyond the specified rental period. Renter further agrees to pay, upon demand by Lessor, any rental fees lost to or liabilities incurred by Lessor due to Renter holding the Vehicle beyond the term specified in this contract.
- 10. Early Returns.** Renter agrees that no credit or refund will be given if the Vehicle is returned prior to the expiration date of this Contract, and in such event, Renter will still be required to pay all charges as if the recreational vehicle were returned at such expiration date.
- 11. Vehicle Substitution.** Lessor may replace the recreational vehicle with another suitable to the Renter with Lessor suffering no penalty for this substitution. Renter agrees that in the event the Lessor is unable to make the recreational vehicle available to Renter for the term of this agreement, all prepayments will be refunded, but lesser shall in no event have any liability beyond this refund.
- 12. Reimbursement For Repairs.** Lessor will reimburse Renter for mechanical repairs to the recreational vehicle during the term of this agreement, which are required by any breakdown, which is not caused directly, or indirectly by misuse, carelessness, or negligence of the Renter. No credit will be given unless replaced parts are returned to Lessor. Renter shall be responsible for repair of tire punctures and for replacement of such tire damage for the term of the contract plus five working days or until the next rental. We shall not be responsible for inconvenience, time lost, road service expenses, emergency lodging, long distance telephone calls or telegrams (except to Lessor provided herein), or any other incidental expenses necessitated by said breakdown or repairs. Renter is responsible to return original repair receipts to Lessor with 48 hours of return of the RV to Lessor. Lessor is not responsible to reimburse renter if repairs made are the fault of the renter or if "repairs" do not adequately return the Vehicle to full operational status.
- 13. Repair Authorization.** Renter agrees to contact Lessor by telephone, at Lessor's expense if any repair work to the recreational vehicle in excess of seventy-five dollars (\$75.00) is required and obtain Lessor's authorization for such repairs at an authorized agency or repair service. Any such authorization for repairs, if in the opinion of the Lessor, such repairs were required because of misuse, negligence, or carelessness of Renter or Renter's failure to comply with the terms of this agreement or with maintenance instructions given to Renter. Renter shall not permit a lien to be placed on the Vehicle. In the event repairs are needed, Renter agrees to pay for such repairs and then may apply for reimbursement subject to the terms of this Agreement.
- 14. Mechanical Breakdown.** The Renter is responsible for checking engine oil, fluids, and coolant levels at each refueling, as well as reporting mechanical failures immediately. Instructions and procedures for maintenance expense reimbursement are provided at rental. Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. In the event the vehicle is in breakdown repair for 12 hours or more, through no fault of the customer, our responsibility to customer is limited to refund of daily rate or portion thereof. Customer assumes full responsibility for any additional expenses incurred by reason of a breakdown of vehicle. Our maximum liability shall be for refund of daily rental charges or fraction thereof as a result of breakdown, which results in loss of use of vehicle or delay in route. Radio, air conditioning, refrigerator, microwave and appliances, cruise control, and generator malfunctions are not considered breakdowns and no refunds are available for repair time to these items.
- 15. Insurance Binder.** A binder of certificate of insurance and a damage deposit is required of renter prior to Vehicle rental. Renter's deposit will be returned to renter within ten (10) business days of expiration of this Agreement, less charges or after Renter's insurance has paid in full any claim or claims resulting from the rental. If Renter fails to secure insurance in the amounts prescribed herein, Renter accepts full responsibility and hold Lessor harmless for any and all claims. Renter, and any other driver(s) and passenger(s), understand and agree that we do not maintain any insurance for injuries to, or death of, renter or any driver or passenger of the Vehicle. Renter should contact renter's own insurance company if renter desires such coverage. Renter acknowledges notification and agrees to hold us harmless for such injuries or death. We shall not be liable for any damage or loss to property or injury to persons (including death) resulting the use, operation or possession of the Vehicle, and renter shall hold us harmless from liabilities resulting from such damage or injury.
- 16. Parking & Traffic Violations.** Customers are responsible for reporting and payment of all parking/traffic violations at rental termination. Non-reporting of parking/traffic violations breaches the Rental Agreement and may result in an administrative charge of \$100 each in addition to the fines.
- 17. Towing.** Renter agrees not to tow or propel any other vehicle or trailer behind the Renter's rented Vehicle unless approved by Lessor in advance, and in any case, to tow no other vehicle with a gross weight in excess of 3500 lb. Renter further agrees to accept responsibility for "light hook-up" and returning vehicle to original wiring condition or pay necessary cost to return vehicle to original condition.
- 18. Towable Travel Trailer Rentals.** If Renter is renting a towable travel trailer or camper, Renter acknowledges that: renter is aware of, and is in full compliance with maximum Vehicle tow weight and hitch weight; has the proper towing equipment on their tow vehicle to tow the Vehicle; fully knowledgeable of the correct procedure(s) for hitching and unhitching the trailer to their tow vehicle. Renter has themselves personally and satisfactorily hitched the trailer to their tow vehicle. Renter is solely and fully responsible for the proper hook-up, wiring, driving and operation of the trailer while in their possession. It is renter's obligation to insure the trailer and their tow vehicle, including Vehicle hitch is rated higher than the size and weight of the trailer rented.

19. Towable Travel Trailer Insurance. You have notified Your Insurance agent of your intention to haul the travel trailer Vehicle. You have been advised by Your agent that Your liability and property damage insurance covers risk of loss to the trailer Vehicle and Your risk of liability for injury or damage to others or their property, and Your Insurance policy has been endorsed accordingly.

20. Towable Fueling Station. Your towable Vehicle may be equipped with an outside fuel station. If so, you are prohibited from placing in the fuel station any fuel that is octane rated higher than 87. If any substance other than 87 octane fuel is placed in the fueling station, you will pay us the full cost of removing and lawfully dumping that substance plus the cost of cleaning the fuel station. The outside fuel station is full at the time of rental. If you fail to return the Vehicle with a full fuel station, you will pay us a refueling fee of \$25, plus the cost of fuel you used but did not replace.

21. Restricted Areas. VEHICLE IS NOT ALLOWED IN MEXICO WITHOUT PRIOR WRITTEN PERMISSION. Renter agrees that Vehicle shall not be operated in Mexico unless prior written permission is given. Vehicle is restricted from operation in Death Valley and other desert areas during hot periods. Travel through or to the California/Nevada/Arizona desert areas is not recommended. Motor homes taken to these areas will be at renter's own risk. Renter agrees to be responsible for any engine failure or damage if traveling through these areas. Renter agrees not to travel during periods of extreme heat or high winds. Renter agrees to exercise proper caution during mountain driving and agrees to be responsible for any heat related damage to braking system, i.e. "riding brakes". Damage waivers are voided should this rule be violated. Customer will also be held liable for all damages to vehicle, tires, towing charges, and all other related expenses as a result of breakdown associated with operating in these areas. During certain periods, these areas are not habitable and could pose a danger to customer and passengers. Vehicles are not allowed on "logging" and other non-public roads, and selected highways such as the Apache Trail in Arizona.

22. Fuel & Propane Charges. Renter agrees to pay for all diesel and propane fuel and shall not be entitled to any reimbursement. Upon return of the Vehicle, Renter agrees to fill gasoline and/or propane tanks to full or to pay an amount of \$5.00 per gallon plus a \$25.00 service charge if Vehicle requires more than three (3) gallons of fuel or one (1) gallon of propane.

23. Additional Cleaning Fees. Renter further agrees that in the event the recreational vehicle requires additional interior cleaning on return, the charge for cleaning shall be \$50.00 per hour up to \$350.00 for the interior. The determination as to the condition of the recreational vehicle shall be within the sole discretion of the Lessor. Lessor will maintain a standard accounting time card for "in house" cleaning procedures which will serve as a benchmark for hours or part of hours billed. More charges may be required depending on how dirty the recreational vehicle is and Renter is liable for such charges not to exceed \$50.00 per hour in addition to reimbursement to Lessor for professional services required.

24. Vehicle Damage. The Renter is responsible for, but not limited to, the following: 9a) All damage caused as a result of use without the Lessor's permission or consent; (b) All damage caused by striking overhead objects and from backing up/reversing the vehicle; (c) All undercarriage damage including tires and wheels and side clearance damage caused as a result of striking objects while turning vehicle; (d) All damage caused by freezing or overheating the vehicle's systems; (e) all damage caused during any off highway use including campgrounds, parking lots, service stations, garage forecourts, etc and all interior or appliance damage.

25. Reservation Cancellation. The entire reservation deposit shall be forfeited in the event of cancellation or failure to make pre-payment, unless a minimum of sixty (60) days written notice of cancellation is given to Lessor. In the case of a no-show, or cancellation with less than thirty (30) days written notice, it is understood that the Renter, in addition to forfeiting reservation deposit and any pre-payment, will forfeit the recreational vehicle and Lessor shall have the right to lease the recreational vehicle to some other party. In the event of pre-payment the recreational vehicle will be held 24 hours after the pick-up date, after which Lessor may lease the recreational vehicle to another party and the pre-paid amount will be retained by Lessor.

26. Deposit Refunds. Deposit refunds will be made within ten working days of return of the rental unless a longer time is required to determine extent of damages or losses.

27. Smoke & Tobacco Damage. No person at any time shall use (smoke or "chew") tobacco products while occupying the interior. Use will result in charges for loss of use (see California Civil Code 1936). Breach of contract, special cleaning economic damage and any and all reasonable charges deemed necessary by Lessor. Renter shall use caution when smoking within the vicinity of the Recreational vehicle, taking responsibility for any smoke damage that may occur due to "drifting" smoke and in the event that smoke does contaminate the interior of the coach that all charges will apply as if smoking occurred within the Recreational vehicle.

28. Estimated Mileage. Renter affirms that the estimated miles indicated on the contract are true and accurate representation of the miles expected to travel. In the event that renter's travel is seven hundred and fifty (750) miles or more in excess of the miles indicated, we have the right to charge renter \$2.25 per mile in addition to any other applicable charges.

29. Equipment Failure. Renter understands and accepts that some equipment in the motor home may not function properly during the period of the rental for reasons beyond our control. The Renter agrees to hold Lessor harmless for any failure or malfunction of but not exclusive to: Air Conditioning, Generator, Refrigerator, Stove/Oven, TV/VCR, Slide-Out, Water Heater, Washer/Dryer, Tire Failure, Hydraulic Levelling Jacks and/or Awning. No refunds will be given for equipment failure or malfunction. Any credit given, at our sole discretion, for down time, lost time, or inconvenience will be rental credit for future rentals only, no cash refunds.

30. Tire Condition. Renter have inspected the tires on the vehicle and found them to be in serviceable condition. Renter agrees to be responsible for any tire failure or damage caused by tire failure, whether the cause is renter's or the cause is unknown.

31. Credit Card Authorization. Lessor agrees to pay all rental charges detailed in the Rental Confirmation Form. If paying by credit card, cardholder agrees to pay in accordance to renter cardholder agreement. In lieu of a cash deposit, I hereby authorize and agree that Lessor has authority to charge the "Authorization Only" for the amount indicated on the "Auth Only" credit card receipt, for any damage or other related rental charges or fees deemed to be the responsibility of the Renter at the sole discretion of the Lessor. I agree to waive any claim of improper credit card charge under the provisions of CA Civil Code 1936 and further agree that any claim of fraud or misuse will be settled under the terms and provisions set forth in the "Arbitration Agreement" of the Rental Contract. This authorization does not void any other provision of the Rental Contract.

32. Arbitration Agreement: Any action, controversy or claim arising out of this agreement, or the breach thereof that exceeds two thousand five hundred dollars (\$2500) shall be submitted to the San Diego Better Business Bureau, 5050 Murphy Canyon Road Suite 110, San Diego, CA 92123, Tel: 858-496-2131, Fax 858-496-2141, info@sandiego.bbb.org for binding arbitration before a single arbitrator. The action shall proceed to hearing in the nature of a small claims action pursuant to California code of Civil Procedure, Sections 116.50 through 116.540 inclusive.

A. Any party to this agreement may demand arbitration at any time by serving a written demand in person or registered, certified, Federal Express or by Standard U.S. mail to the address listed on the recreational vehicle rental contract, and by sending a copy of the demand to the San Diego Better Business Bureau. The written demand shall set forth the names, addresses, telephone numbers and fax numbers of all the parties to this agreement and a brief summary of the facts of the action, controversy or claim including and itemization of the damages and statement of the amount(s) in controversy then known to the party. The arbitrator shall make a determination from the party's written demand whether the arbitration shall proceed in the nature of a small claims action; provided such determination is made.

B. All parties agree to cooperate in good faith in the prompt selection of a single arbitrator and in the setting of an arbitration hearing date. The arbitration shall be scheduled and completed within sixty (60) days of service of demand for arbitration. Ant fees or costs charged by San Diego Better Business Bureau, or the arbitrator directly shall be divided equally among the parties unless the parties agree in writing otherwise.

C. The prevailing party in any arbitration shall be entitled to recover all fees and costs associated with arbitration from the losing party, including the prevailing party's attorney's fees.

33. Charges. Renter will pay us, or the appropriate governmental agencies, on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period renter's keep the Vehicle, or a mileage charge based upon our experience if the odometer or its seal is tampered with; (b) charges for optional products and services renter elect to purchase; (c) fuel and propane, if renter return the Vehicle with less fuel or propane than when rented; (d) applicable taxes; (e) traffic, parking and toll violation, citations, fines, penalties, forfeitures, court costs, towing, storage and impound fees; (f) all expenses we incur in locating and recovering the Vehicle if renter fail to return it to our rental location, or if we elect to repossess the Vehicle under the terms of this Agreement; (h) a 2% per month late payment fee, or the maximum amount allowed by law (if lower than 2%) on all amounts paid after their due date; (i) \$50 or the maximum amount permitted by law, whichever is greater, if renter pay us with a check backed by insufficient funds; and (j) a reasonable fee to clean the vehicle, not to exceed \$350 if returned substantially less clean than when rented.

34. Deposit. We may use renter's deposit to pay any amounts owed to us under this Agreement including insurance company claim deductibles.

35. Renter Property. Renter release us, our agents and employees from all claims for loss of, or damage to, renter personal property or that of any other person, that we have 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.

36. Recourse Waiver. Renter waives all recourse against us for any criminal reports or prosecutions that we take against renter that arise out of renter's breach of this Agreement.

37. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If renter wishes to extend the rental period, renter must return the Vehicle to our rental location for inspection and written amendment by us of the due-in date. This agreement constitutes the entire agreement between renter and us. All prior representations and agreements between renter and us regarding this rental are merged into this Agreement.

38. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of renter's obligations under this Agreement. Our acceptance of payment from renter 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. Renter release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

39. Assignment. This contract may not be assigned without the prior written consent of Lessor.

40. Approval and Acceptance. Renter(s) have read, understand and accept the above Vehicle Rental Agreement Terms and Conditions in its entirety without exception or exclusion. The undersigned represents and warrants that he/she is the responsible party, is the authorized currently-licensed driver, is of legal age to enter this agreement and agrees to be bound by all of the terms and conditions of this Vehicle Rental Agreement. By signing below you acknowledge you have been given the opportunity to read the terms of this Agreement before being asked to sign. Your signature permits us to process a credit card voucher in your name for all rental charges due under this Agreement.

Vehicle ID: _____ Check-Out Date: _____ Return Due Date: _____

Agreed and Accepted By:

Signature: _____ Print Name: _____ Date: _____

Signature: _____ Print Name: _____ Date: _____

Recreational Vehicle Rental Company:

Company Name: _____ Accepted By: _____ Date: _____