

Renter must be 25 years of age or older and have a major credit card, valid drivers license, and full coverage insurance in his/her name and may purchase damage waiver. Please read the following Policies and Conditions carefully. This form is the rental agreement between you and the supplier..

Rental prices, Policies and Conditions are subject to change without notice.

1. A down payment of \$250 is payable at the time of reservation and is not refundable. The balance of the rental payment and the \$750.00 security deposit is due 14 days before the unit is picked up. The security deposit will be returned when the unit is dropped off in the same condition as when it was picked up with in 10 days of return. We may use this deposit to pay any amounts owed to us under this agreement. Payment will be made with the credit card provided at the time of rental reservation. All reservation will be charged a standard prep fee of \$50, this includes chemicals and a full tank of propane.
2. **Cancellation Fee:** The minimum fee is \$250.00, which is applied toward the rental price. This deposit is not refundable. A 25.00 administrative and processing fee applies to all cancellations. The full rental amount will be due if you cancel with 14 days of your rental and will be charged to the credit card provided at the time of rental reservation.
3. **Pick up time:** Pick up is by appointment at our office. The pickup time must be pre-arranged.
4. **Return time is between 9am – 12:00 PM on the day of return.** Renter agrees to pay a late fee of \$75 per hour for every 1 hour period after 12:00PM up to a maximum of \$500.00 per day. If renter is late and delays the departure, or cancellation occurs of the next renter, then renter is responsible for any inconvenience fees or loss of revenue, whichever is greater. Any extensions of rental or late returns must be approved by us. Early return times may be pre- arranged. There are no refunds for early returns. You must call us to confirm the pre-arranged pickup time.
5. **Return of RV.** Renter agrees to fill fuel tanks, fill propane tanks to level when rented, empty toilet and holding tanks, or pay the following charges: Fill Fuel tanks – \$10.00 + cost of fuel Dump holding tanks – \$150The RV must be returned clean inside and out. If the RV is not returned clean inside and out, an additional **\$50** per hour cleaning fee will be charged, up to **\$150**. Renter must pick up & drop off the rental RV him or herself. No Exceptions! **Returns on Sundays** are not available without prior written agreement between all parties.
6. **Travel Areas:** The RV is not to be driven outside of the contiguous USA and Canada. No trips to Mexico. During the winter months we do not recommend that you travel to or through snow areas, use snow chains, or travel where the weather is below freezing. Tire chains can damage tires if not properly installed and the holding tanks may freeze and burst, the renter will be responsible to pay for any damages caused and any loss of revenue until the RV is able to be rented again.Vehicles are restricted from operation in desert areas during hot periods. 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 a breakdown associated with operating in these areas. During certain periods, these areas are not habitable and could pose a danger to the customer and passengers. Please consult the sales office for restricted areas and times. Vehicles are not allowed on “logging” and other non-public roads, and selected highways such as the Apache Trail in Arizona.Due to restrictions on vehicle heights, propane gas and parking, vehicles with propane are not permitted to travel through any underground or underwater tunnels. Violations of these restrictions void damage waivers and customer may also be held liable for all damages and all other related expenses.
7. **On Road Problems:** If you experience mechanical problems or have equipment operation questions you should refer to the Rental Assistance Guide provided to you at the time of departure. **If the problem persists or you have concerns, please call us.** Renter must call us for assistance to help with all concerns and mechanical problems. If renter does not call us with their concerns, we will not compensate renter for non – use of the RV if the renter was unable to sleep, cook, or use the bathroom facilities in the RV. No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by us and receipts of repairs are given to us on return. If renter is at fault

for any damage, or mechanical failure, renter will be responsible for the entire contract and any loss of future rental income caused by the renter.

8. **Smoking and Pet Policy:** There is No Smoking in any of the RVs. Pets are not allowed. If the RV is returned with smoke, pet hair or pet odor, additional charges will apply to the rental contract. Costs may vary.
9. **Renter Damage:** If the RV is returned with damage while the RV was in possession of the renter, the renter is responsible to pay for all damages, repairs and loss of use whether the renter was at fault or not, including but not limited to damage caused by acts of nature such as wind, rain, earthquake, fire, flood, etc. In the event that any legal action has to be taken by the supplier to recover for said damage incurred the renter shall be liable for all attorney fees, court costs, collection costs and any other expenses born by the supplier. **If an accident occurs, renter is responsible for obtaining a police report, contacting the renter's insurance company and contacting us immediately.** Renter(s) who's names appear on contract are the only authorized drivers. If renter wishes to have additional drivers, renter must contact us for approval. If approved, additional driver's must obtain an insurance endorsement from their insurance company and provide it to us. All policies and conditions apply to additional drivers. The renter (Name on contract) is responsible for all rental costs and any and all damages. Renters with an insurance endorsement will need to go through their insurance company for reimbursement. If damage amounts are substantial and a claim must be submitted, and renter is responsible for any and all damages, loss of revenue, or additional expenses not covered by insurance. Check in time may take up 2 hours for damage estimating, please allow yourself enough time. The supplier will estimate the damage and expedite the repairs.
10. **Liability Insurance:** You are responsible for all damage or loss caused to others. You have provided us with an insurance binder indicating that you have vehicle liability, collision and comprehensive insurance covering you, us and the vehicle. Since you have auto liability insurance, we provide no liability insurance. Renter is responsible for all damage and will pay owner on demand for all missing equipment, loss or damage to the vehicle regardless of whether or not renter is at fault. If Renter does not violate any terms or conditions of this Rental Agreement and if Renter by signing the appropriate space on the front of the Rental Agreement, has ACCEPTED and PAID for Collision Damage Waiver, Renter's liability for damage will be limited to \$750.00 or such other amount on the front hereof. RENTER ACKNOWLEDGES THAT COLLISION DAMAGE WAIVER IS NOT INSURANCE. If Renter violates any of the terms or conditions of this Rental Agreement or fails to call the police to the scene of a collision loss, Renter will be responsible for the full amount of damages, even if he or she has accepted and paid for Collision Damage Waiver. INSURANCE included at NO CHARGE• \$25,000 per person bodily injury liability• \$50,000 total bodily injury liability• \$25,000 property damage liability Collision and comprehensive insurance with a \$5000 deductible is included. Collision insurance covers "highway" traffic type accidents with other vehicles or objects. "Off highway" accidents can be easily prevented by (1) driving slowly and (2) having someone outside the vehicle to guide the driver in "tight" conditions. Collision insurance doesn't cover tires or "off highway" type accidents including but not limited to those occurring while parking or backing, or accidents involving overhead objects, undercarriage, or interior damage. It is the driver's responsibility to operate the vehicle in a safe manner and exercise all caution. Deductible with CDW is \$750.00 for Class "C" and \$1000 for Class "A". and large luxury Class "A" is \$2500 when the CDW is purchased for "Highway" traffic accidents not associated with acts of negligence or reckless driving. If no CDW is purchased then the deductible will be \$2500.00 for Class "C" and \$5000 for Class "A" and \$7500 for large luxury Class "A".
11. **Appliances: The A/C, Awning, Radio, Microwave, Slideouts, Generator, Directv, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to the renter.** For assistance, renters are advised to consult the Renter Assistance Guide provided at the time of departure. If problems persist, please call us at.
12. **Tires:** Tires are the responsibility of the renter. In the event of a tire failure the renter is responsible for replacing the tire with the same type and bringing back the original tire to the supplier along with a receipt for the new tire. Do not change the tire yourself!
13. **Dry Camping is not advised:** When the renter is "Dry Camping" (not connected to an external power source), problems will most likely arise due to a low battery or failure. The battery will continue to stay low until renter is connected to an external power source. The supplier is not responsible for the battery being low or any appliance malfunctions of the

vehicle due to dry camping, **NO reimbursements will be given for "Dry Camping Malfunctions"**.

14. **Early Returns / Extending Rental Dates:** Renter is responsible for looking over the rental contract to ensure that all rentals costs and rental dates are correct before they leave on their rental. There are NO refunds for early returns. If renter does not return on their scheduled return date and has not called the supplier for approval to extend, renter will be charged additional rental day (s), inconvenience fees, or loss of revenue whichever is greater.
15. **Parking/Traffic Violations:** Renter is responsible for reporting and payment of all parking/traffic violations at rental return. Non- reporting of parking/traffic violations breaches the Rental Contract and may result in an administrative charge of up to \$100 in addition to the fines.
16. **Late Pick Ups:** No refunds will be given for late pick ups.
17. **Mileage charges:** All rentals include 100 free miles per day. Additional mileage charges are 1-99 per day 30c/mile, 100-199 per day 60c/mile, 200+ per day \$1.45/mile. Unless blocks of mileage are purchased for .25/mile
18. **Generator:** Charges All rentals include **4 free** generator hours per day. Additional hours will be charged **\$3.00** per hour.
19. **Unit Availability:** The supplier is not responsible for any charges related to the non-availability of a unit for reasons beyond our control i.e. breakdown or late returns. We are only liable for the amount of deposit and/or any fees paid to the supplier.
20. **Towing:** Towing is not allowed unless pre authorized by us. Additional charges may be levied depending on the trailer weight. At no time shall any towed vehicle exceed 3000lbs total weight or 300lbs tongue weight. The towing hitch will be locked unless you advise to the contrary.
21. **Exterior Storage Storing items on vehicle roof or exteriors is NOT permitted.**
22. **Compensation for lost travel time.** This is at the discretion of the supplier. We will work fairly in order to provide reimbursement for lost travel time, break downs or malfunctions which occurred whilst on your trip.
23. **NO LIABILITY FOR PROPERTY:** Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by Renter or any other person in, upon, or by vehicle, whether or not due to the negligence of Lessor, its agents and employees, at any time or at any place, including, without limitation, any of Lessor's garages or locations, including any property repossessed in accordance with this Contract. Renter assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof, and agrees to hold Lessor, his agents and employees harmless from and to indemnify them from and against all claims based upon or arising out of such loss or damage. Lessor shall not be liable for downtime whether caused by mechanical failure or lack of suitability of the vehicle for the Renter's purpose.
24. **WAIVER:** Forbearance on the part of the Lessor to exercise any right or remedy available hereunder upon the Renter's breach of any of the terms, covenants and conditions of this Contract or the Lessor's failure to demand the punctual performance thereof shall not be deemed a waiver:
 - a.) of such right or remedy;
 - b.) of the requirement of punctual performance; or
 - c.) of any subsequent breach or default on the part of Renter of any term or condition herein contained.
25. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties and shall be binding on their respective successors or assigns. This Contract may not be amended or altered except by a writing signed by both parties.
26. **JURISDICTION:** The parties agree to submit to the criminal and civil jurisdiction of the courts of Union County, MS for any civil dispute or criminal charge arising from this Contract. If charges are disputed with issuing credit card company, then Lessor will have to pay all court cost associated with securing the rental charges, damages and any additional charges that resulted as part of the rental.
27. **SEVERABILITY:** The parties agree that should any provision or part of this contract be deemed illegal or unenforceable by any court or other agency or authority, that the remainder of the agreement shall remain effective and enforceable.
28. **INDEMNITY:** Renter releases and holds Lessor, its agents and employees, harmless: (a) from all claims for the loss or damage to any property of Renter, or any other person, left in, on or about the vehicle and/or equipment, either before or after its return to Lessor, or on the Lessor's premises, without regard to any negligence by Lessor or any of its agents or employees. Renter shall defend, indemnify and hold harmless Lessor from and against any and all losses, liabilities, damages, injuries,

claims, demands, costs and expenses arising out of the use or possession of the vehicle including, but not limited to, any and all fines, penalties and forfeitures imposed under any Federal, State, provincial, county, municipal or other statute, law, ordinance, rule or regulation; and (b) to the extent not covered by Renter's insurance any claim of or liabilities to, third persons arising out of the abandonment, conversion, secretion, concealment or unauthorized sale of the vehicle by Renter or its drivers, agents or employees, or the confiscation by any government authority for illegal or improper use of the vehicle.

29. PROHIBITED USES OF THE VEHICLE.

- 1.) Vehicle will not be used or operated by anyone:
 - o a.) Who is under 25 years of age;
 - o b.) Who is not listed as an additional driver on the rental agreement;
 - o c.) To carry persons or property for hire;
 - o d.) In any race, test, or similar type contest or activity;
 - o e.) In a careless or negligent manner;
 - o f.) Under the influence of alcohol or narcotics;
 - o g.) Outside the continental United States UNLESS WRITTEN PERMISSION HAS BEEN GIVEN BY LESSOR PRIOR TO RELEASING THE VEHICLE;
 - o h.) For any illegal purpose or in the commission of a crime;
 - o i.) If vehicle is obtained from Lessor by fraud or misrepresentation;
 - o j.) Other than on paved roads or graded private road or driveway;
 - o k.) Who loads vehicle beyond its rated capacity;
 - o l.) Who allows more passengers than the vehicle has seat belts for, or is designed to carry;
- 2.) To take vehicle into MEXICO.

30. Holiday Weekends and Reservation Minimums:

- Holiday weekend rentals require 5-night minimum rental.
- If reservation pickup or drop off falls on a national or State holiday, reservation may be canceled.

PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES LESSEE RESPONSIBLE FOR ALL LOSS OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO LESSOR'S EXPENSES, INCLUDING LOSS OF USE. NOTE:

Early Returns / Extending Rental Dates: Renter is responsible for looking over the rental contract to ensure that all rentals costs and rental dates are correct before they leave on their rental. There are NO refunds for early returns. If renter does not return on their scheduled return date and has not called the supplier for approval to extend, renter will be charged additional rental day (s), inconvenience fees, or loss of revenue whichever is greater.

By signing below you acknowledge that you have been given an opportunity to read the terms of the Policies and Conditions agreement before being asked to sign. Your signature permits us to process a credit card voucher in your name for all rental charges, vehicle damages, extra rental charges (includes prep fee) due to mileage, generator and dumping charges due under this agreement and the Policies and Conditions agreement. You also understand that there is no refunds for early termination. You also agree to pay the security deposit of \$2,500 which will not be returned if there is damage to the unit.

If no CDW is purchased then the deductible will be \$2500.00 for Class "C" and \$5000 for Class "A" and \$7500 for large luxury Class "A".

CDW x \$21.99 x day(s) or \$28.99 for Class "A" Deductible with CDW is \$750.00 for Class "C" and \$1000 for Class "A". and large luxury Class "A" is \$2500 when the CDW is purchased for "Highway" traffic accidents not associated with acts of negligence or reckless driving. If no CDW is purchased then the deductible will be \$2500.00 for Class "C" and \$5000 for Class "A" and \$7500 for large luxury Class "A".

GOVERNING LAW: This Contract shall be governed by and shall be construed in accordance with the laws of the State of Mississippi. Any action to enforce this agreement shall occur in the Courts of

Union County, Mississippi. The parties agree that the rule that a contract shall be construed against the draftsman shall have no application in the construction or interpretation of this Contract.

Official terms and conditions may be appended to rental agreement upon request.

Subject to change without notice.