



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

These terms and conditions, Page A of the Rental Contract signed by Renter, and all addenda, together constitutes the Contract ("Rental Contract") for the rental of the Vehicle and all its equipment, hereafter called "Rental Vehicle." The Rental Contract is between Renter and Lessor. (See paragraph 2a and 2b).

1. NATURE OF THIS RENTAL CONTRACT. This Rental Contract is solely for the purpose of creating a bailment that allows Renter to use the Rental Vehicle as permitted by this Rental Contract. Renter acknowledges that the Rental Vehicle is owned by the Lessor. No one other than Lessor may transfer rights or obligations under this Rental Contract. Any attempted transfer or net lease of the Rental Vehicle by anyone other than Lessor is void. Renter is not an agent of Lessor. No one may service or repair the Rental Vehicle without Lessor's express approval. Lessor makes no express or implied warranties, including any warranty that the Rental Vehicle is fit for any particular purpose.

2. DEFINITIONS. The following terms shall have the following definitions in this Rental Contract:

- (a) "Renter" (sometimes referred to as you or your) is defined as the person signing this Rental Contract, all Authorized Drivers described and listed on the Addendum to Rental Contract - Authorized Drivers, all passengers and any other person or entity on behalf of whom the Rental Vehicle is rented. For purposes of this Rental Contract, all such persons and entities are construed to have entered a joint venture and shall be jointly and severally liable hereunder.
- (b) "Lessor" is defined as El Monte Rents, Inc., a California corporation (DBA El Monte RV), its officers, directors, employees, affiliates, licensees, agents, shareholders, and secured and unsecured lenders.
- (c) "Rental Vehicle" is defined as and encompasses the following:
 - (i) Self-contained, motorized motor homes or camper homes. Self containment features include, but are not limited to, kitchen, bath, sleeping, heating and air conditioning, overall living facilities.
 - (ii) Non self-contained, motorized vehicles such as trucks or other motorized rental vehicles which do not contain living facilities.
 - (iii) Non-motorized vehicles such as travel trailers, fifth wheel trailers, camping trailers or other non-motorized vehicles, and includes all the tires, tools, accessories, bedding and linen, kitchen utensils, and all other supplies, equipment, and components attached to, used or contained in the Rental Vehicle and/or provided by Lessor.For purposes of this Rental Contract, Rental Vehicle shall mean and encompass all the above, unless noted to the contrary.
- (d) "Vehicle Incident Protection (VIP)" where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in paragraph 13.
- (e) "Rental Liability Insurance (RLI)" where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in the Master Policy to the specified limits. (See paragraph 14).
- (f) "Supplemental Liability Insurance (SLI)" where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in the Master Policy to the specified limits. (See paragraph 15).
- (g) "Mexico Auto Liability Insurance (MALI)" where applicable and when included under this Rental Contract, means that Renter has protections as set forth in the Master Policy to the specified limits. (See paragraph 16).
- (h) "Northern Canada" is considered that part of Canada north of Prince Rupert, British Columbia; Prince George, British Columbia; Edmonton, Alberta; Prince Albert, Saskatchewan; and Winnipeg, Manitoba.



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

3. WHO MAY OPERATE THE RENTAL VEHICLE. Renter, including Authorized Drivers as listed on the "Addendum to Rental Contract - Authorized Drivers of the Rental Contract" each of whom must be at least 21 years of age (some locations may be a greater age and possess a valid, identifiable driver's license, and be capable of Rental Vehicle operation at the sole discretion of Lessor.

4. RENTER RESPONSIBILITIES.

- (a) Renter Information. Renter represents and warrants that all information supplied to the Lessor in connection with the application for and completion of the Rental Contract is true and correct. In the event the same as shown in this Rental Contract, and any forms executed in connection with this Rental Contract, is not true and correct, the Renter agrees to indemnify, defend and hold harmless the Lessor from all resulting damages.
- (b) Rental Vehicle check out. Renter must receive instructions on:
 - (i) the operation, use, maintenance, safety precautions required on the use of all systems, including but not limited to, use and installation of liquid propane, appliances, electrical systems and fueling systems.
 - (ii) the use and safe operation of the Rental Vehicle.
 - (iii) Rental Vehicle servicing responsibilities, including accessing Lessor's toll free On-the-Road Support Hotline (1-800-367-4707) prior to continuance or operation of the Rental Vehicle. Renter comprehends, understands and is familiar with these instructions and responsibilities, and all questions were answered to Renter's satisfaction.
- (c) Rental Vehicle Usage. Renter must operate the Rental Vehicle safely in compliance with all applicable laws and regulations and in compliance with all terms and conditions of the Rental Contract, including, but not limited to:
 - (i) Comply with passenger seating "seat belt" law and "child restraint" law of any state or province in which Rental Vehicle may be operated. Renter acknowledges that in the event of any non-compliance with such laws, Renter shall be liable for any injury, damages, cost or loss and fines and penalties resulting from such non-compliance.
 - (ii) Renter agrees to neither cause nor permit any repairs or adjustments to be made to the Rental Vehicle in excess of seventy five US dollars (\$75.00) without the express authorization of Lessor by telephone at 1-800-367-4707; and that in all cases of mechanical malfunction, Renter will immediately discontinue use and notify Lessor by telephone and will follow Lessor's instructions regarding any and all repair work. Renter will be responsible for any repair charges in excess of seventy five dollars (\$75.00) per rental if said repair charges have not been authorized by Lessor.
 - (iii) In the event of an accident resulting in injury to Rental Vehicle occupants or third parties, or damage, loss, or theft of the Rental Vehicle or third party vehicle or property, whether or not due to Renter fault, Renter agrees to file an accident / Rental Vehicle damage report immediately with the police and secure copy of police report and provide to Lessor within five (5) days following incident. In addition, Renter will complete an accident / Rental Vehicle damage report with Lessor by toll free telephone, 1-800-367-4707, upon the earlier of 24 hours after the accident or Renter returning the Rental Vehicle to the Lessor. Renter will obtain at the time of accident and deliver to Lessor, the name, address, telephone number, driver's license, description, location, owner's name and address of injured parties, damaged property description and all witnesses names and contact information. Failure to comply with this provision will deny the Lessor the opportunity to properly investigate the accident, mitigate the claim and will void VIP, RLI, SLI or MALI coverage if provided under the Rental Contract. (See paragraph 13, 14, 15, & 16).



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

- (iv) Renter agrees to report any theft of the Rental Vehicle or it's equipment immediately to the appropriate public law enforcement agency and to the Lessor, and to call the appropriate public law enforcement agency to the scene of the theft where required by law, to file the required law enforcement reports and Lessor reports and to return the Rental Vehicle keys to the nearest Lessor office in the event of total theft. Renter agrees to fully cooperate with Lessor and Lessor's agents and insurer with respect to any such theft.
 - (v) Drive on paved, maintained roads only; stop, park and overnight in safe areas; and secure the Rental Vehicle in a locked position with keys removed, when away from Rental Vehicle.
 - (vi) Smoke detector (if any), propane leak detector (if any), and carbon monoxide detectors (if any) are installed for Renter's safety; these devices will be operational at departure. It is Renter's responsibility to perform test procedures daily and to repair or replace any defective device (including battery replacement) prior to use of the Rental Vehicle.
 - (vii) Perform safety inspections, including lights, tires, engine, generator exhaust systems, mirrors, and Rental Vehicle systems daily, and correct any damage or defects prior to operation of Rental Vehicle.
- (d) Rental Vehicle Return.
- (i) Renter must return the Rental Vehicle in the same condition as received on the date and time due at the location specified as indicated on Page A of this Rental Contract. If Renter fails to return the Rental Vehicle on the time and date due on Page A of this Rental Contract, a warrant may be issued for arrest of Renter for unlawful possession of the Rental Vehicle and this will be done in accordance with applicable laws. Lessor reserves the right to repossess the Rental Vehicle at any time if Lessor reasonably believes that the Rental Vehicle is illegally parked, used in violation of law, used in violation of this Rental Contract, or abandoned.
 - (ii) Renter will be charged the current hourly rate for late return as specified in this Rental Contract.
 - (iii) Renter is responsible for all fines; charges for road tolls; traffic and parking violations issued; court costs; or any other violation while the Rental Vehicle is in their possession and Renter will be charged accordingly. In addition Renter agrees to pay an administrative fee of not less than **\$25** for each such charge. **Renter will be liable for tolls and violations issued by outside agencies.**
 - (iv) All reimbursement claims must be approved by Lessor and supported by paid receipts and parts where applicable.

5. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE RENTAL VEHICLE.

- (a) Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause regardless of fault. Renter responsibility will not exceed the fair market value of the Rental Vehicle at the time of loss or damage, less salvage value, plus as permitted by law, actual towing, storage and impound fees, and administrative charges, and a charge for loss of use.
- (b) If the Rental Vehicle is used as permitted by the terms and conditions of this Rental Contract, the following applies:
 - (i) Renter's automobile insurance is primary (see paragraph 12) for any and all loss of or damage to the Rental Vehicle from any cause regardless of fault.
 - (ii) Lessor may offer secondary coverage whereby Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause regardless of fault to the maximum deductible, per occurrence. Notwithstanding the foregoing, Renter is responsible for the entire amount of loss or damage to the Rental Vehicle caused by:



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

- (1) Overhead damage, (2) undercarriage damage, including entry step, tires & wheels, (3) all damage caused by off-road use, (4) overheating or freezing vehicle systems, (5) damage from backing up the Rental Vehicle, (6) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (7) damage to motor home slide-out, (8) damage caused by failure to maintain the Rental Vehicle, (9) or any form of inattentive driving, including falling asleep, (10) Renter negligence and, (11) any interior damage.

6. PROHIBITED USE OF THE RENTAL VEHICLE. Any use of the Rental Vehicle that is prohibited by the Rental Contract or failure to fulfill Renter obligations herein will be a breach of this Rental Contract, will void any limitation of Renter's responsibility under the Rental Contract, and make Renter fully responsible for Lessor's actual and consequential damages, costs, and attorney's costs and fees resulting from that breach. To the extent permitted by law, VIP, RLI, SLI, MALI, (see paragraphs 13, 14, 15, & 16), and any liability protection will also be void. Under this Rental Contract, with respect to the Rental Vehicle, RENTER MAY NOT:

- (a) Operate, occupy or use the Rental Vehicle in a negligent or careless manner. Leave the Rental Vehicle unattended in a negligent or careless manner.
- (b) Operate the Rental Vehicle in violation of any federal, state, provincial, or local laws, rules, regulations or ordinances.
- (c) Push or tow any vehicle or other object with the Rental Vehicle except as permitted in writing by Lessor. Renter may not, under any circumstances, tow anything weighing more than a gross vehicle weight of 3,000 pounds.
- (d) Allow operation of the Rental Vehicle by anyone except Renter and/or Authorized Drivers.
- (e) Drive the Rental Vehicle during adverse weather conditions, and/or road conditions.
- (f) Drive Rental Vehicle through any tunnel or area restricting propane tanks.
- (g) Drive, ferry or transport the Rental Vehicle to any areas outside the 48 contiguous United States or Provinces of Canada (except Newfoundland) or to certain areas prohibited by Lessor as inhospitable and dangerous, except with Lessor's prior written approval. The Rental Vehicle may be operated in designated areas of Mexico, Alaska, Yukon and Northwest Territories upon securing a pre-approved written permit from Lessor. (See Addendum to Rental Contract - Traveling in Mexico, Canada or Alaska).
- (h) Drive while under the influence of alcohol or drugs/narcotics.
- (i) Transport more people than the manufacturer of the unit recommends for the specific vehicle type, or more than there are seatbelts in the vehicle.
- (j) Disconnect and/or tamper with the odometer and/or speedometer.
- (k) Carry persons or property for compensation.
- (l) Engage in any race, test, training or contest.
- (m) Operate in connection with or during any period of strike, riot, or civil commotion.
- (n) Operate the Rental Vehicle if Rental Vehicle is obtained from Lessor by fraud or misrepresentation.
- (o) Use for any illegal purpose or to carry explosives or other hazardous wastes and/or hazardous materials.
- (p) Drive on unpaved roads, trails, and the like, commonly called "logging" roads or any surface subjecting Rental Vehicle to damage or road hazard.
- (q) Operate or occupy the Rental Vehicle in a reckless or abusive manner which causes damage to the Rental Vehicle whether interior, exterior, or mechanical.
- (r) Operate, maintain, or refuel the Rental Vehicle if Renter has doubts about safe operation and cannot obtain professional assistance or access the Lessor's customer service assistance by telephone.



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

- (s) Operate or use the Rental Vehicle when signs of apparent problems (monitoring panel gauges, flat tires, steam arising from engine, abnormal noise, and the like) indicate damage to the Rental Vehicle from continued use.
- (t) Allow the transport of any persons in a trailer or in the camper portion of camper homes or allow the detachment of the camper from the truck chassis.
- (u) Allow placement of objects or persons for any purpose on the roof, including in a parking position for viewing.
- (v) Operate if improperly loaded, or, if load is improperly secured, or if Rental Vehicle door steps are not properly stowed.
- (w) Allow placement of signs, lettering, painting, or other legend or loudspeakers or other sound apparatus on the Rental Vehicle.
- (x) Further operate the Rental Vehicle after it has been involved in an accident or is damaged, regardless of fault, until the vehicle has been properly repaired or otherwise certified to be road worthy and in compliance with all applicable safety standards
- (y) Travel in Death Valley is not permitted in July and August. In June and September, travel may be permitted however, Renter is fully responsible for any and all mechanical problems or towing. Ground temperatures may reach 140 degrees Fahrenheit or 60 degrees Celsius.
- (z) Fall asleep or use in any other inattentive manner while operating the Rental Vehicle.

7. PAYMENT OF APPLICABLE CHARGES. Renter is responsible for payment to Lessor on demand, the sum of:

- (a) Time and mileage. Time and mileage charges computed at the rates shown on Page A of the Rental Contract (mileage shall be determined by reading the odometer installed by the manufacturer). Time and mileage charges are estimated at the time of pickup of the Rental Vehicle.
- (b) Fees and Waivers. Fees for VIP, RLI, SLI and MALI, if offered and selected by Renter.
- (c) Other. Basic, minimum service, authorized driver(s), refueling, optional generator use, preparation, provisions and personal kits, one way fees, and other equipment and service charges when applicable to the rental.
- (d) Cleaning . Renter must return the Rental Vehicle in a clean condition. A cleaning fee will be estimated and charged if, Lessor determines in its sole and absolute discretion, the Rental Vehicle has not been returned in a clean condition.
- (e) Flush out. A minimum charge as a flush out fee if the waste and/or holding tanks have not been drained by Renter prior to the Rental Vehicle being returned to Lessor.
- (f) Repair and Replacement. Charges for repair or replacement of the Rental Vehicle due to damage or loss not otherwise covered hereunder, and payments to Lessor, for amount of Lessor's loss and expense for repairs, parts, labor and supplies, and loss of use of the Rental Vehicle until such time that the Rental Vehicle can be returned to rental service, due to neglect, abuse or misuse of the Rental Vehicle (including, without limitation, lack of proper repairs and failure to add oil, antifreeze, water, air or other items and expenses necessary for the proper and safe operation of the Rental Vehicle) or due to failure to take proper precautions to prevent freeze or overheating damage to the Rental Vehicle.
- (g) Taxes and Fees. Applicable sales, license, goods and services, use and other taxes, fees, and amounts charged by Lessor, as reimbursement for taxes and fees paid or payable.
- (h) Fines. Fines, penalties, forfeitures, impounds, court costs and other expenses, if assessed against Lessor with respect to use of the Rental Vehicle by Renter while on rental to Renter, unless solely due to Lessor's fault.



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

- (i) Speedometer. Charges imposed by Lessor and fines which may be imposed by federal, state or provincial law due to tampering with the speedometer.
- (j) Prepayments. Lessor acknowledges receipt of the amount set forth on Page A of the Rental Contract as security and other deposits and advance charges as a credit to any amounts due Lessor hereunder.
- (k) Administrative Fees. Fees and costs arising from breach of Rental Contract and including, but not limited to processing traffic / parking violations while incurred under Rental Contract with Renter.
- (l) Rental Contract Charges. After Rental Vehicle pickup, a change in drop off location, date of return, or apparent abandonment including but not limited to returning the rental vehicle at a time other than the business hours of Lessor may require additional charges at Lessor's sole discretion. Renter may not return the rental vehicle at a time other than Lessor's hours of operation. Renter and Lessor acknowledge that it would be impractical and extremely difficult to estimate the actual damages which Lessor may suffer as a result of return of the rental vehicle other than during Lessor's normal business hours, and therefore, Renter and Lessor agree that Renter shall also pay the sum of \$1,000 over and above the charges and fees due per the Rental Contract is calculated as a reasonable estimate of the amount of damages likely to be suffered and such sum shall be paid by the Renter as a consequence of such after hours return. In addition, should Renter abandon the vehicle, Renter and Lessor acknowledge that it would be impractical and extremely difficult to estimate the actual damages which Lessor may suffer as a result of such abandonment, and therefore, Renter and Lessor agree that Renter shall also pay sum of \$5,000 as a reasonable estimate of the damages likely to be suffered by Lessor as a result of the abandonment and such sum shall be paid by Renter in addition to all other charges and fee due per the Rental Contract.

8. FAILURE TO PAY CHARGES. In the event that Renter fails to meet all obligations under this Rental Contract including, but not limited to, the obligations set forth in Paragraph 7 to pay charges and fees, Renter agrees that in addition to all other remedies available to Lessor at law and/or equity:

- (a) Collection Expense. The Renter expressly agrees to pay reasonable attorney and/or collection agency fees in the event such account is placed in the hands of an attorney and/or collection agency.
- (b) Interest on Unpaid Balance. Renter agrees to pay interest on unpaid amounts at the maximum rate allowed by law in the state where this Rental Contract is executed which will accrue from the date due until the date paid.
- (c) Credit Card. Lessor is hereby appointed as Renter's attorney in fact and Lessor is irrevocably authorized and instructed to debit all such unpaid amounts, as indicated in paragraph 7 of this Rental Contract, against any credit cards used by Renter for any initial payments or deposits to Lessor or used as credit reference. All charges are subject to final audit or revision by Lessor.

9. SECURITY DEPOSIT CHARGE. Renter acknowledges and agrees that the security deposit paid by Renter thereunder is to be paid to Lessor as a guarantee by Renter of the full and complete performance by Renter of each and all of the terms, covenants and conditions contained in the Rental Contract. The security deposit shall at Lessor's option be forfeited and Renter shall in addition thereto pay to Lessor all charges and costs specified herein as well as all costs and / or expenses caused or occasioned by any breach of Rental Contract by Renter. The security deposit shall be paid at time of pickup. The only acceptable form of payment for security deposit is a major credit card. All other forms of payment, e.g. Debit card, cash, traveler's check, checks, are not acceptable.

10. LESSOR LIMITATIONS OF LIABILITY.



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

- (a) Late Pickups, Early Returns, and Delays. Lessor shall incur no responsibility or obligation for refund or other payment to Renter, authorized drivers and/or passengers for late or delayed Rental Vehicle checkout, early returns, unused portions of the Rental Contract or for delays in transfer or en route, regardless of fault or cause, to include, but not to be limited to: adverse weather conditions, vehicle breakdown, accident, traffic conditions and road closures, prohibition of driving in designated areas, loss of personal property, theft, vandalism, illness of Renter, authorized drivers and/or passengers, or family emergencies.
- (b) Rental Vehicle Delivery. The Lessor's inability to deliver the Rental Vehicle at any time or place specified shall not give rise to any liability of any kind from Lessor to the Renter other than the refund of money deposited, if any.
- (c) No Consequential Damages. Lessor shall in no event be liable for any direct, indirect, incidental, special or consequential damages in connection with or arising out of the use, operation, performance or breakdown of the Rental Vehicle, including any claim related to a Rental Vehicle reservation.
- (d) Rental Vehicle Mechanical Breakdown. Lessor assumes no responsibility for any expenses incurred by reason of a breakdown of the Rental Vehicle, whether or not causing a delay in route, including, but not limited to, subsistence expenses. Lessor's maximum liability shall be for refund of daily time rental charges as a result of mechanical breakdown which results in loss of use of the Rental Vehicle. Radio, television, automatic entry step, air conditioning, refrigerator, microwave or other appliances, cruise control, or generator malfunctions are not considered to be mechanical breakdowns. Rental Vehicle exchanges may only be considered in the event of a mechanical breakdown. Lessor assumes no responsibility for Renter's delays as a result of Renter's decision to wait for third party vehicle repairs or exchanges.
- (e) Responsibility for property. Lessor is not responsible for any damage to or loss of Renter's or anyone else's property.

11. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees:

- (a) To assume all responsibility for the operation, maintenance and use of the Rental Vehicle regardless of fault, including the sole or partial fault, of the Lessor. (See paragraph 2b).
- (b) Not to make any claims against Lessor, for any damage, loss, expense, injury or death sustained by Renter in the course of rental use of the Rental Vehicle, regardless of fault, including any of the foregoing arising from the acts or negligence of an uninsured motorist.
- (c) To indemnify, hold harmless and defend Lessor, regardless of fault, including the sole or partial fault of the Lessor, or third parties, for all losses and expenses, including attorney's fees and costs of litigation using counsel of Lessor's choice and against the claims of any operators or passengers of any vehicle, third parties, pedestrians and the heirs and personal representatives of such persons, from any claims for personal injury, death or property damage to their loss occasioned during the rental of the Rental Vehicle.
- (d) In the event of mechanical failure and/or breakdown of Rental Vehicle, the Renter expressly agrees to indemnify, defend and does hereby indemnify and hold Lessor harmless of, from and against any and all loss of use, time, transportation costs, and/or any and all other damages and expenses resulting from said contingency.
- (e) In the event of any mechanical failure, breakdown, and/or malfunction of the Rental Vehicle, then any operation of the Rental Vehicle thereafter by the Renter and prior to repair or replacement of the Rental Vehicle shall be at the sole cost, expense, and risk of Renter.
- (f) In the event of mechanical failure and/or malfunction of the Rental Vehicle which Renter agrees Lessor is not responsible for, Renter will indemnify, defend, and hold Lessor harmless from and against any and



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

all liability, claims, damages, (e.g. items falling and striking occupant(s)) and will look to the RV manufacturer for any claims.

12. INSURANCE - RENTER AGREES TO MAINTAIN AUTOMOBILE INSURANCE during the term of this

Rental Contract, providing the Lessor, the Renter, and any other person using or operating the Rental Vehicle with the following primary coverage:

- a) Bodily injury and property damage liability coverage.
- b) Personal injury protection, no fault, or similar coverage where required.
- c) Uninsured / underinsured coverage where required, and
- d) Comprehensive and collision damage coverage extending to the Rental Vehicle. Renter's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state or province where the loss occurs. Because the Renter is providing automobile insurance, Lessor is not. In states or provinces where the law requires Lessor to provide insurance Lessor will provide excess only, up to the minimum limits required by the financial responsibility laws. The Renter's insurance will be primary. Any insurance Lessor is required to provide applies to claims of bodily injury and property damage only. Lessor's policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with Lessor's insurer if any claim is made. Lessor's insurance applies only in the United States and Canada. Renter must obtain written permission, and purchase special liability insurance to use or operate the Rental Vehicle in Mexico. Where permitted by law, Renter rejects uninsured, underinsured, supplemental, personal injury protection, and no fault coverage. Where Lessor is required to provide such coverage, Renter is afforded the minimum limits required by law. Any breach of this Rental Contract will void any insurance coverage.

13. VEHICLE INCIDENT PROTECTION (VIP) – SEE MASTER POLICY FOR COMPLETE DETAILS.

The Lessor may offer VIP which is separate protection that reduces Renter's financial responsibility for covered physical damage to the Rental Vehicle to the applicable deductible. VIP is a contractual agreement between the Lessor and Renter, wherein Lessor agrees not to collect more than the applicable deductible of \$1,000 per occurrence from Renter for damages to the Rental Vehicle, subject to exclusions. Renter is responsible for paying collision and comprehensive damage up to the amount of the applicable deductible.

Jurisdiction: USA and Canada

Coverage: VIP provides coverage for certain physical damage to the Rental Vehicle provided Renter is in compliance with all of the terms and conditions of the Rental Contract. Renter's financial responsibility is reduced to the amount of the deductible per occurrence for physical damage to the Rental Vehicle except for listed exclusions provided Renter is in compliance with all of the terms and conditions of the Rental Contract. By Renter's acceptance of VIP, indicated by Renter's initials on "Page B of the Rental Contract and payment of proper charges for VIP, and if the Rental Vehicle is used as permitted and Renter does not violate any provision or terms and conditions of this Rental Contract, the following applies: Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause regardless of fault up to the maximum amount of the deductible.

Deductible: The deductible is \$1,000 per occurrence with VIP. (Luxury Class and Diesel Pusher models are Excluded). The \$1,000 deductible is non-refundable regardless of fault or recovery.

Exclusions - VIP: Use of the Rental Vehicle in violation of the terms and conditions of the Rental Contract.
Rental



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

Vehicle swaps. Protection for personal property and non-accidental damages. Costs incurred in transporting damaged vehicle to the rental station, including towing and storage. Some examples of exclusions are vandalism, windshield damage, and interior damage. VIP does not apply, and the Renter is responsible for any and all loss of or damage to the Rental Vehicle at actual or estimated cost per occurrence caused by (i) overhead damage, including awnings, (ii) undercarriage damage, including entry step, tires & wheels, (iii) all damage caused during off-road use, (iv) overheating or freezing vehicle systems, (v) damage from backing up the Rental Vehicle, and (vi) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (vii) damage to motor home slide-out, (viii) damage caused by failure to maintain the Rental Vehicle, (ix) or any form of inattentive driving, including falling asleep.

Luxury Class and Diesel Pusher models: Higher deductible and security deposits for these classes apply. Please see the addendum for their respective amounts.

14. RENTER'S LIABILITY INSURANCE (RLI) – SEE MASTER POLICY FOR COMPLETE DETAILS.

Rental Liability Insurance (RLI) is optional protection you can elect to purchase when you rent your El Monte RV Rental Vehicle. By Renter's acceptance of RLI, indicated by Renter's initials on the "Page B of the Rental Contract - RLI" and payment of proper charges for RLI and when offered under this Rental Contract, RLI provides the Renter auto liability insurance that protects Renter for up to the state or provincial minimum financial responsibility limits against claims made by a third party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle. RLI, to the extent permitted by applicable state or provincial law, is primary. RLI is subject to all the provisions, limitations, and exceptions of the Master Policy, copies of which are available upon request to the company's Corporate office.

Jurisdiction: USA and Canada

Coverage: Rental Liability Insurance (RLI) provides auto liability insurance that protects Renter for up to the state or provincial minimum financial responsibility limits against claims made by a third party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle.

Limits: The limit of coverage available for any one accident is the minimum financial responsibility limits of the state or province in which the accident occurs. Rental Liability Insurance, to the extent permitted by applicable state or provincial law, is primary. Uninsured and underinsured motorist coverage for bodily injury per person per accident and for bodily injury per accident is the statutory limits of the state or province in which the accident occurs.

Deductible: There is no deductible with Rental Liability Insurance.

Exclusions - RLI: Exclusions include but are not limited to the following: Use of the rental vehicle in violation of the terms and conditions of the Rental Contract. Accidents which occur while Renter is under the influence of alcohol or narcotics. Accidents arising out of the use of the Rental Vehicle by an unauthorized driver.

PLEASE SEE THE MASTER POLICY. This outline is not a complete description of the coverage. The Master Policy contains the legal provisions of the plan copies of which are available upon request to the company's Corporate office.

Claims: Contact your rental location for a claim form and claim procedures.

This is merely a summary and is not a complete description of the coverage. The Master Policy contains the legal provisions of the plan, copies of which are available upon request from the company's Corporate office.



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

Renter will indemnify and hold the Lessor harmless from and against any loss, liability and expense in excess of the limits or beyond the scope of the protection provided for above arising from the use or possession of the Rental Vehicle by Renter or other person with Renter's permission.

Coverage is void and not effective if Renter violates any of the terms and conditions of the Rental Contract or if Rental Vehicle was obtained through a Rental Contract based on false or fraudulent information.

Renter accepts or declines coverage at the rate(s) included in the Rental Contract. Acceptance is proof of Coverage under Policy issued to Lessor as outlined in separate brochure. RLI is an insurance program offered by an independent insurance company and not Lessor. The insurance premium, administration and/or service fee, if any, are included in Page A of the Rental Contract. The terms and conditions of RLI coverage are outlined in a brochure available at the rental counter.

15. SUPPLEMENTAL LIABILITY INSURANCE (SLI) – SEE MASTER POLICY FOR COMPLETE DETAILS.

Supplemental Liability Insurance (SLI) is optional protection you can elect to purchase when you rent your El Monte RV Rental Vehicle. By Renter's acceptance of SLI, indicated by Renter's initials on the "Page B of the Rental Contract - SLI" and payment of proper charges for SLI and when offered under this Rental Contract, SLI provides the Renter excess auto liability insurance that protects Renter for the difference between the underlying insurance and \$1,000,000 against claims made by a third party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle. SLI, to the extent permitted by applicable state or provincial law, is excess/secondary to any valid and collectible liability insurance Renter may have. Supplemental Liability Insurance is excess of all other available insurance including a Personal Umbrella Policy of Renter. If the Renter is from a foreign country and purchased a foreign SLI policy, the foreign SLI policy will be primary and the SLI purchased pursuant to this Rental Contract will be secondary. SLI is subject to all the provisions, limitations, and exceptions of the Master Policy, copies of which are available for review at the rental station.

Jurisdiction: USA and Canada

Coverage: Supplemental Liability Insurance (SLI) provides auto liability insurance that affords Renter for up to \$1,000,000 against claims made by a third party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle.

Limits: The limit of coverage available for any one accident is the difference between the underlying insurance and \$1,000,000. Supplemental Liability Insurance, to the extent permitted by applicable state or provincial law, is excess/secondary to any valid and collectible liability insurance you may have.

Deductible: There is no deductible with Supplemental Liability Insurance.

Exclusions - SLI: Exclusions include but are not limited to the following: Use of a rental vehicle in violation of the terms and conditions of the Rental Contract. Accidents which occur while Renter is under the influence of alcohol or narcotics. Accidents arising out of the use of the Rental Vehicle by an unauthorized driver.

SEE MASTER POLICY FOR ALL EXCLUSIONS. This outline is not a complete description of the coverage. The Master Policy contains the legal provisions of the plan. Copies of which are available upon request.

Claims: Contact your rental location for a claim form and claim procedures.

This is merely a summary and is not a complete description of the coverage. The Master Policy contains the legal provisions of the plan, copies of which are available upon request from the company's Corporate office.



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

Renter will indemnify, defend, and hold the Lessor harmless from and against any loss, liability and expense in excess of the limits or beyond the scope of the protection provided for above arising from the use or possession of the Rental Vehicle by Renter or other person with Renter's permission.

Coverage is void and not effective if Renter violates any of the terms and conditions of the Rental Contract or if Rental Vehicle was obtained through a Rental Contract based on false or fraudulent information.

Renter accepts or declines coverage at the rate(s) included in the Rental Contract. Acceptance is proof of coverage under Policy issued to Lessor as outlined in separate brochure. SLI is an insurance program offered by an independent insurance company. The insurance premium, administration and/or service fee, if any, are included in Page A of the Rental Contract. The terms and conditions of SLI coverage are outlined in a brochure available at the rental counter.

16. MEXICO AUTO LIABILITY INSURANCE (MALI) – SEE MASTER POLICY FOR COMPLETE DETAILS.

Mexico Auto Liability Insurance (MALI) is optional protection you can elect to purchase when you rent your El Monte RV vehicle.

Jurisdiction: Mexico

Coverage: Mexico Auto Liability Insurance provides coverage for physical damage to or total theft of the Rental Vehicle, third party liability and medical payments. Coverage also includes legal assistance to aid in the prevention of the driver from going to jail. By Renter's acceptance of MALI, indicated by Renter's initials on "Page B of the Rental Contract - MALI" and payment of proper charges for MALI and when offered under this Rental Contract, MALI provides the Renter limited coverage for physical damage to or total theft of the Rental Vehicle, third party liability and medical payments while traveling in Mexico. MALI is subject to all the provisions, limitations, and exceptions of the Master Policy, copies of which are available upon request from the company's Corporate office.

Maximum Limits: Physical damage: Maximum \$100,000 for collision, upset, overturn, etc. Total theft: Maximum \$100,000. Coverage excludes partial theft. Auto Liability: Maximum \$1,000,000 combined single limit for property damage and bodily injury. Medical payments: \$3,000 per person and \$15,000 per accident. Legal assistance: Maximum limit of \$43,000.

Deductible: Physical damage: The deductible for physical damage is 3% of the actual cash value of the RV with a minimum deductible of \$600. Total theft: The deductible for total theft is 5% of the actual cash value of the RV with a minimum deductible of \$600. Coverage excludes partial theft.

Exclusions - MALI: SEE MASTER POLICY FOR EXCLUSIONS

Exclusions include but are not limited to the following: Use of a rental vehicle in violation of the terms and conditions of the Rental Contract. Accidents which occur while Renter is under the influence of **any amount** of alcohol or narcotics. Accidents arising out of the use of a rental vehicle by an unauthorized driver. Coverage excludes partial theft.

Claims: All accidents must be reported immediately by the Renter to the Mexico Insurance Carrier or to the adjuster before returning to the USA. Telephone numbers are provided to Renter prior to Rental Vehicle departure.

This is merely a summary and is not a complete description of the coverage. The Master Policy contains the legal provisions of the plan, copies of which are available upon request.

Renter will indemnify, defend and hold the Lessor harmless from and against any loss, liability and expense in excess of the limits or beyond the scope of the protection provided for above arising from the use or possession of the Rental Vehicle by Renter or other person with or without Renter's permission.



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

Coverage is void and not effective if Renter violates any of the terms and conditions of the Rental Contract or if Rental Vehicle was obtained through a Rental Contract based on false or fraudulent information.

Renter accepts or declines coverage at the rate(s) included in the Rental Contract. Acceptance is proof of coverage under Policy issued to Lessor as outlined in separate brochure. MALI is an insurance program offered by an independent insurance company. The insurance premium, administration and/or service fee, if any, are included in Page A of the Rental Contract. The terms and conditions of MALI coverage are outlined in a brochure available at the rental counter.

17. MISCELLANEOUS PROVISIONS.

- (a) This Rental Contract. Renter acknowledges that this Rental Contract is a legally binding agreement and that Renter has the option prior to signing the Rental Contract of obtaining independent legal advice in regard to its terms and conditions if Renter so desires.
- (b) Signature Acknowledgment. By Renter filing of claims for reimbursement, settlement of applicable charges, and signature of Rental Contract at return, Renter waives any and all claims against Lessor, all parties, travel agents, wholesalers and the like, related to the reservation and rental of the Rental Vehicle.
- (c) Severability. If any one or more of the terms or conditions of this Rental Contract should be held contrary to any provision of applicable law or contrary to or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, then such terms or conditions shall be null and void and shall be deemed separate from the remaining terms and conditions of this Rental Contract, and shall in no way affect the validity of any of the other terms and conditions of this Rental Contract.
- (d) Arbitration. Renter and Lessor waive the right to trial, whether by a judge or jury, for any claim or dispute which may arise under this Rental Contract. Any dispute, claim or controversy arising out of or relating to this Rental Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Rental Contract to arbitrate, shall be determined by arbitration in the city or county of the state or province where the Rental Contract is executed, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney's fees of the prevailing party.
- (e) Governing Law; Jurisdiction. By acceptance of this Rental Contract (with Renter's signature on Page A of this Rental Contract at Rental Vehicle check-out), Renter and Lessor mutually agree that the laws of the state or province where this Rental Contract is executed, shall govern the validity, interpretation and enforcement of this Rental Contract and all matters pertaining to this Rental Contract. If suit or claim becomes necessary by any party for the enforcement of the provisions of this Rental Contract, then the venue for any claims or suits brought by any party shall be the city or county of the state or province where this Rental Contract is executed. The place of reservation is irrelevant. Any change of venue requires the written mutual approval of the change by both Renter and Lessor.
- (f) Captions. The headings used in this Rental Contract are for the convenience of the Renter and Lessor only and shall not be considered in construing the provisions of this Rental Contract.
- (g) Amendments to Rental Contract. Page A of the Rental Contract, the Additional Terms and Conditions of Rental Contract, and the addendum contain all the agreements between Renter and Lessor and merge and supersede all other oral or written communications related to this Rental Contract to include, but not limited to, all marketing and advertising presentations or material, all reservation communications and documents, all service, repairs, and road assistance materials and communications. No provisions of this



Rental Contract

TERMS AND CONDITIONS OF RENTAL CONTRACT

Rental Contract may be waived or modified orally or in writing by any employee, licensee or agent of Lessor except by a written instrument signed by the President or Vice President of Lessor.

18. RENTAL VEHICLE CHECK IN:

- (a) The Rental Vehicle must be checked in and vacated prior to 11 A.M. on the day Renter is scheduled to return.
- (b) Renters returning late will be charged \$50 per hour or fraction thereof past 11 a.m. (up to a maximum of double the daily rate).
- (c) At participating locations, shuttle buses depart daily at approximately 8:00 a.m. and 12:00 noon for customer pick-ups and drop-offs at local airports and designated airport hotels, exclusively. Renters arriving later must provide their own transportation to the airport or hotel at their own expense, even if they are returning the vehicle earlier than contracted. Lessor is not responsible for missed flights or delays in pick-ups and drop-offs.
- (d) Holding tanks must be emptied and flushed prior to return or Renter will be charged a minimum of \$75.
- (e) Gasoline tank(s) must be full or the shortage will be estimated and charged at double the current market rate per gallon.
- (f) No refunds for early returns.
- (g) Renter is responsible for any fines; charges for road tolls; traffic and parking violations issued; court costs; or any other violation while the Rental Vehicle is in their possession and Renter will be charged accordingly. **Customer will be liable for tolls and violations issued by outside agencies.** In addition, Renter agrees to pay an administrative fee of not less than \$25 for each such charge.
- (h) Lessor is not responsible for any articles left in Rental Vehicle by the Renter.
- (i) Renter must return the Rental Vehicle in a clean condition, or a cleaning fee will be estimated and charged at a labor rate of the return location's then current labor rate.

19. MAINTENANCE AND RENTER'S RESPONSIBILITY:

- (a) Lessor provides Renter with detailed instructions and guidelines for operating Rental Vehicle and its systems. Renter's failure to adhere to the instructions and guidelines provided by Lessor in verbal, visual or written form constitutes improper use of Rental Vehicle and may result in damage to or decreased function in Rental Vehicle or its systems. Any and all damage and decreased function resulting from improper use of Rental Vehicle is the sole responsibility of the Renter and Renter will be required to pay Lessor for repairs and lost use of Rental Vehicle or its systems.
- (b) Renter is responsible for checking engine oil at each refueling, and coolant levels and tire pressure in the morning when the engine is cold. Renter is also responsible for checking into and reporting any problems Renter notices with the Rental Vehicle (fluid leaks, smoke, warning lights lit, etc.)
- (c) Renter will be held responsible for mechanical damage caused by negligence in operation and/or normal maintenance (i.e. driving with low engine oil, transmission fluid, etc.) You may not transport more people than the manufacturer of the unit recommends for the specific vehicle type, or more people than there are seatbelts in the vehicle. Should you transport more people than recommended, you may be in violation of traffic safety laws and the excess weight could cause an accident or mechanical failure. In either case, Renter will be held fully responsible.



Rental Contract
TERMS AND CONDITIONS OF RENTAL CONTRACT

20. ON-THE-ROAD SUPPORT HELPLINE: 800-367-4707

- (a) Renter is authorized to proceed with necessary parts and/or repairs up to \$75 and will be reimbursed upon presentation of receipt. In the event of needed parts and/or repairs in excess of \$75, the Renter must call the On-the-Road Support Helpline using the toll free number to obtain authorization prior to the repair being made. Cell phone charges will not be reimbursed.
- (b) Lessor will reimburse for authorized repairs needed as a result of mechanical failure and may refund rental charges or fraction thereof. Renter assumes full responsibility for any additional expenses (e.g. lodging, delay, loss of business, transportation, etc.) incurred by reason of a breakdown. Only the repaired Rental Vehicle will qualify for reimbursement. Claims for any accompanying vehicle will not be accepted.
- (c) **Customers MUST call the On-the-Road Support Helpline for assistance and follow all recommendations in order to be eligible for compensation consideration.**
- (d) The On-the-Road Support Helpline is a courtesy service provided by El Monte RV for our customers. On-the-Road Helpline personnel are not authorized to determine lost time/use refunds. Any refund consideration can only be made by the General Manager overseeing the return location. Claims for compensation by Renter after the completion of the rental period must be submitted in writing within 45 days of the return of the Rental Vehicle to Lessor's possession. Renter agrees that no claims will be accepted if submitted more than 45 days after the return of the Rental Vehicle.
- (e) **PLEASE NOTE:** A Rental Vehicle provides multiple features including transportation, lodging, cooking facilities, toilet, shower, etc. An equipment malfunction resulting in the loss of one or more of these facilities may cause certain inconvenience but does not constitute complete loss of the Rental Vehicle's use. **Lessor will not be responsible for loss due to breakdown of items such as the radio, tape player, television, cruise control, electronics, etc., as they are not critical to the performance of the Rental Vehicle.**

21. TRAVELING IN MEXICO, CANADA OR ALASKA

- (a) United States liability insurance is void while traveling in Mexico.
- (b) Renter must obtain Mexico Auto Liability Insurance prior to traveling in Mexico from Lessor.
- (c) Lessor will not accept toll free calls or any receipts for repairs or parts from Mexico.
- (d) Renter is responsible for all repairs and breakdowns to the Rental Vehicle and for any and all related problems while traveling in Mexico, Northern Canada or Alaska.

Rev. 9/2012