EL MONTE RV Terms and Conditions

These terms and conditions of the Rental Contract signed by Renter, The Rental Contract, 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 Rental Contract, 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 Road Bear RV and 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) "Vacation Interruption Protection (VIP)" where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in paragraph 13.

(e) Vacation Interruption Protection Plus (VIP Plus) where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in paragraph 14.

(f) "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 15).

(g) "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 16).

(h) "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 17).

3. WHO MAY OPERATE THE RENTAL VEHICLE. Renter, including Authorized Drivers as listed on 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, temporary replacement or provisional license not accepted, and be capable of Rental Vehicle operation at the sole discretion of Lessor. The Lessor requires a physical driver's license to be presented at pick-up, digital driver licenses are not accepted. The Lessor recommends the Renter has an international driver's license along with the original license if the license is in any language other than English.

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) The Renter must be present at the time of pick-up with their physical credit card in their name.

(c) 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.

(d) 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 one hundred US dollars ($100) 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 one hundred US dollars ($100) 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 pictures 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 violate the terms and invalidate the VIP, VIP Plus, RLI, SLI or MALI coverage if provided under the Rental Contract (See paragraph 13, 14, 15, 16 & 17) and Renter will remain responsible for all damages or injury.

(iv) In the event of an accident, before a replacement unit is provided, an additional charge of $2,000 is to be made on the Renters credit card, regardless of whether the Renter is at fault or not. Provided there are no further damages to the vehicle this amount will be refunded at drop-off (minus any fees/charges).

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(e) 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 on this Rental Contract. If Renter fails to return the Rental Vehicle on the time and date due on 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 rate for late returns as specified in this Terms and Conditions of Rental Contract.

(iii) Renter is responsible for all fines; charges for road and/or bridge tolls; traffic and parking violations issued; court costs; or any other violations while the Rental Vehicle is in their possession and Renter will be charged accordingly. <u>Renter will be liable for tolls and violations issued by outside agencies.</u>

Toll Roads / Bridge Tolls: Lessor will pay the tolling authority or road agency directly for any toll charges. Lessor will charge the Renter's credit or debit card the amount of the toll(s) plus any late fees and an additional administrative fee of $25, using the Renter's credit or debit card on file. The administrative fee for toll charges is per rental, not per violation. Renter's credit or debit card will be processed as Lessor receives and processes the toll charge(s) from the issuing authority.

All Other Violations: Lessor will pay all other federal, state, local authorities directly for all other fines and charges for red light cameras, parking citations, speeding, and any other traffic violations issued to the Lessor as the vehicle's owner. Lessor will charge the Renter's credit card the amount of the

violation(s) plus any late fees and an additional administrative fee of $50, using the Renter's credit card on file. The administrative fee for violations is per rental, not per violation. Renter's credit card will be processed as Lessor receives and processes the violation(s) from the issuing authority. Traffic violations issued to the Renter's name are the responsibility of the Renter to pay and resolve.

(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. Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause, regardless of fault. Such responsibility shall include payment for: (a) physical damage caused by collisions, weather, vandalism, road conditions, acts of nature, and any other cause resulting in physical damage to the Vehicle: (b) if we determine that the Vehicle is a total loss, the full fair retail market value of the Vehicle, less salvage; (c) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminution of Value, meaning the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf; (d) Loss of Use, which shall be measured by multiplying the daily rental rate noted on this Agreement either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs, etc. Loss of Use shall be payable regardless of fleet utilization, whether we had other vehicles in our fleet to rent, the Vehicle would not have been used but for the damage, and regardless of whether we suffered lost profits as a result of the damage; and (e) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: $0-$250 damage=$100 fee; $251-$500 damage=$150 fee; $501-$750 damage=$200 fee; $751-$1500 damage=$300 fee; $1501-$2500 damage=$400 fee; $2501+ damage=$500 fee; and (f) towing, storage, and impound charges and other reasonable incidental and consequential damages.

(b) Actual towing, storage and impound fees; and all traffic citations, moving or non-moving violations or any other civil or criminal infractions (collectively "Infractions") that occur during the rental period, together with any handling fee for said Infraction, which either Renter or Lessor may be served with, or assessed.

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. See paragraph 13 and 14. Notwithstanding the foregoing, Renter will always remain responsible for the entire amount of loss or damage to the Rental Vehicle caused by: (1) Overhead damage resulting from driving into, under, or through a height restricted structure, road, or sign including but not limited to parking structures, drive-throughs, drive-in or other covered entry ways, and any roads or structures with height restricted access, (2) undercarriage damage, including entry step, (3) damage to the wheels & rims – Tire is included where Peace of Mind has been purchased (4) all damage caused by off-road use, or caused during travel in or through restricted areas, (5) overheating or freezing vehicle systems, (6) damage from backing up the Rental Vehicle, (7) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (8) damage caused by failure to maintain the Rental Vehicle, (9) or any form of inattentive driving, including falling asleep, (10) Renter's gross negligence, (11) any interior damage, (12) damage as a result of using the levelling system,

(13) damages caused by driving with the slide-out or awning out and (14) damage caused to the windshield except where Peace of Mind has been purchased and applies.

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, VIP Plus, RLI, SLI, MALI, (see paragraphs 13, 14, 15, 16 & 17), and any liability protection will also be invalidated with no coverage. Under this Rental Contract, with respect to the Rental Vehicle, RENTER MAY NOT:

(a) Operate, occupy, or use the Rental Vehicle in a reckless, willful or wanton manner or leave the Rental Vehicle unattended in a reckless, willful or wanton 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 the rental contract. Renter may not, under any circumstances, tow anything weighing more than a gross vehicle weight of 1,500 pounds. Unauthorized removal of the hitch pin will be considered towing and charged at the applicable rate upon vehicle return.
(d) Allow operation of the Rental Vehicle by anyone except Renter and/or Authorized Drivers. Renter and/or authorized drivers cannot pickup the Rental Vehicle the day they arrive from overseas or a transcontinental flight.
(e) Drive the Rental Vehicle during weather conditions, and/or on road conditions that Renter and/or Authorized Drivers reasonably understand to be hazardous.
(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 St Pierre & Miquelon), in or through the inner cities of New York, Montreal and Ottawa (Canada) 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.
(h) Drive the Vehicle on the following highways: Denali Highway, AK / Dalton Highway, AK / Taylor Highway, AK / McCarthy Road between Chitina and McCarthy, AK / Northway Road (off AK-2) to Northway, AK / Nabesna Road (off AK-1) to Nabesna, AK / North Shore Road, BC / Head Bay Road, BC / North Canol Highway, YK / Trans Labrador Highway, NFLD / Highway 389 from Labrador to Baie Comeau, NFLD / Highway 510 from Red Bay to Happy Valley-Goose Bay, NFLD / St. Pierre & Miquelon, NFLD / Highway 167 north of La Doré, QC / Highway 389 from Baie Comeau to Labrador, QC / Highway 109 and James Bay Road, QC / Anticosti Island, QC / Dempster Highway, YK (15 September to 15 May only)
(i) Drive the Vehicle in the following areas without prior permission from the Lessor and paying the appropriate fees ("Northern Surcharge"): British Columbia: Highway 113 North of Terrace, Cassiar Highway (#37) north of Kitwanga, Alaska Highway 97 north of Charlie Lake (Fort St. John) /Alberta: Highway 35 north of Peace River, all highways continuing north of Salt Prairie, Marten Beach, Calling Lake, Brent and Pitlochrie/Imperial Mills / Saskatchewan: Highway 904 North of Meadow Lake Provincial Park, Highway 903 North of Meadow Lake, Highway 155 north of Green Lake, Highway 924, Highway 922 north of Dugout Lake, Highway 2 north of Montreal Lake, Highway 969 north of Montreal Lake, any roads north of Highway 106 between Narrow Hills Provincial Park and Creighton / Manitoba: Any roads north of Flin Flon, Highway 39, east of Simonhouse Lake, Highway 6 north of Grand Rapids, any roads north from Highway 304, Highway 224 north of Peguis, Highway 234 north of Beaver Creek / Ontario: Highway

105 north of Vermillion Bay, Highway 665, Highway 72 north of Big Sandy Lake, Highway 599 north of Sandbar Lake Provincial Park, any roads leading north of Highway 17 between Ignace and Shabaqa Corners, all roads leading north from Highway 11 / Quebec: Highway 109 north of Saint-Dominique-du-Rosaire, Highway 397 north of Highway 395, Highway 113 north of Senneterre, Highway 167 north and west of La Doré, Highway 385 north of Lake Etroit, Highway 138 north and east of Sept-Iles. / Newfoundland & Labrador: All roads / Northwest Territories: All roads / Yukon: All roads / Nunavut: All roads

(j) Drive while under the influence of alcohol or drugs/narcotics.

(k) Transport more people than the manufacturer of the unit recommends for the specific vehicle type, or more than there are seatbelts in the vehicle.

(l) Disconnect and/or tamper with the odometer and/or speedometer.

(m) Carry persons or property for compensation.

(n) Engage in any race, test, training, or contest.

(o) Operate in connection with or during any period of strike, riot, or civil commotion.

(p) Operate the Rental Vehicle if Rental Vehicle is obtained from Lessor by fraud or misrepresentation.

(q) Use for any illegal purpose or to carry explosives or other hazardous wastes and/or hazardous materials.

(r) Drive on unpaved roads, trails, logging roads, or any other surface that may subject the Rental Vehicle to damage or road hazards, except where expressly authorized by us in writing prior to travel. Such authorization may be granted subject to additional terms, conditions, and charges.

(s) Operate or occupy the Rental Vehicle in a reckless or abusive manner which causes damage to the Rental Vehicle whether interior, exterior, or mechanical.

(t) 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.

(u) 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.

(v) 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.

(w) Allow placement of objects or persons for any purpose on the roof, including in a parking position for viewing.

(x) Operate if improperly loaded, or, if load is improperly secured, or if Rental Vehicle entry step is not properly stowed.

(y) Allow placement of signs, lettering, painting, or other legend or loudspeakers or other sound apparatus on the Rental Vehicle.

(z) 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

(aa) Travel in Death Valley is not permitted from June 1st until September 30th. Ground temperatures may reach 140 degrees Fahrenheit or 60 degrees Celsius.

(bb) Fall asleep or use in any other inattentive manner while operating the Rental Vehicle.

(cc) Allow operation of the Rental Vehicle by anyone who is sending or reading an electronic message, including text (SMS) messages or emails.

(dd) Drive through restricted areas as outlined in this Agreement. A fee of up to $5,000 will apply if Renter travels through restricted areas.

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 the Rental Contract (mileage shall be determined by reading the odometer installed by the manufacturer).

(b) Fees and Waivers. Fees for VIP, VIP Plus, 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.

(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 the Rental Contract as security and other deposits and advance charges as a credit to any amounts due to 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 must not return the rental vehicle at a time other than Lessor's hours of operation. If the vehicle is returned to a location other than that specified in the rental contract without prior authorization, or is deemed abandoned, a recovery charge will apply. This charge will be calculated at $3.50 per mile, subject to a minimum fee of $500, to cover the cost of returning the vehicle to the agreed drop-off location. The Renter will also be responsible for any third-party costs arising from abandonment, including but not limited to infringement notices, parking fees, towing, or storage charges. Lessor shall charge the difference in selected vs. actual drop off time (difference in time slot fees) and additional $50/hour for late returns. An extension of this rental, unless expressly authorized by Lessor, will incur a charge at double the applicable nightly rental rate.

(m) Reservation changes. Renter can make reservation changes up to 2 days prior to pick up. Lessor reserves the right to charge $50.00 for changes. Changes to the travel dates, location and vehicle size depend on availability and will be charged at the then applicable rate.

(n) Self Check in. Renter is responsible for all payments made in our Self Check in.

(o) Payments associated with the Rental Contract. All payments associated with the rental contract, including reservation deposits, rental payments, balance payments, and any charges incurred during the rental period, must be made using a credit card or debit card in the name of the Renter (the primary renter named in this Rental Agreement). Cards belonging to individuals who are not listed as the Renter will not be accepted. The Renter and any person authorized by the Renter, with the Lessor's consent, to incur charges under this Rental Agreement are jointly and severally responsible for all amounts due under this Rental Agreement.

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 and costs 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 in the amount of at least $1,500 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. A higher security deposit will apply for rentals attending Burning Man and Race across America, this security deposit will be charged (not authorized). 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 in the name of the Renter. All other forms of payment, e.g. Debit card, cash, traveler's check, checks and digital/virtual credit cards are not acceptable.

10. LESSOR LIMITATIONS OF LIABILITY.

(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, including prepaid miles, 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. Slide-out, Radio, television, automatic entry step, air conditioning, furnace, water heater, 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.

(f) In the event that the booked Rental Vehicle is no longer available, the Lessor reserves the right to provide a higher-rates vehicle at no extra cost. In the event of a category downgrade required, the Lessor's liability is limited to compensating the Renter for the difference in the applicable gross rental rate at the time of the booking. Specific floorplans, models or lengths cannot be reserved or guaranteed

(g) In the event that a refund is issued by Lessor, currency conversion fees and credit cards fees are not returned.

(h) Lessor can re-use the Rental Vehicle in the afternoon of the 2nd calendar day, whereas the pick-up day counts as the first calendar day.

(i) To repay or reimburse Lessor (or Lessor's insurer), upon demand, any amounts paid to injured third parties resulting from property damage or bodily injury claims arising out of the Renter's use of the Rental Vehicle.

(i) Guest refund and reimbursement requests must be received in writing to guest.services.usa@thlonline.com with all supporting documentation no later than 30 days after rental return to be eligible for compensation consideration. The Lessor reserves the right to take up to 30 days after receipt of any complaint to investigate and respond.

(j) If the Renter declines On Road Care Support instructions, recommendations or appointments for repairs, the Renter will not be eligible for lost-use compensation.

(k) The Lessor reserves the right to deny the Vehicle if the Renter appears unable to drive and the Renter may remain liable for all charges.

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, authorized drivers and/or passengers 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 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 to at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs.
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.

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 coverage* only, up to the minimum limits required by the financial responsibility laws, subject to Lessor's right of subrogation. The Renter's insurance will always be primary. Any insurance Lessor may be 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, subject to Lessor's right of subrogation. Any breach of this Rental Contract will invalidate any insurance coverage provided by Lessor.

13. Vacation Interruption Protection (VIP)

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 and provides breakdown protection. VIP is not insurance, but instead is a contractual agreement between the Lessor and Renter, wherein Lessor agrees not to seek recovery more than the applicable deductible of $1,500 per occurrence from Renter for damages to the Rental Vehicle, subject to exclusions. In the event Renter purchases VIP, Renter is responsible for promptly paying collision and comprehensive damage up to the amount of the applicable deductible. In the event of a mechanical breakdown for more than 12 hours after being reported to Lessor, the renter will be reimbursed for the greater of the gross daily rate or expenses for hotel rooms up to $25 per person per night and car rental up to $50 per day per motorhome with a combined maximum of $1500 per rental agreement. A refund of expenses up to the limits provided herein are only given upon receipts for expenses being presented.

Flat tires and defective comfort equipment including but not limited to radio, TV, Bluetooth, USB, GPS, generator, batteries, air conditioner, refrigerator, heater, water heater, cruise control, awning, slide-out are not considered mechanical breakdowns and are excluded from VIP reimbursement.

Jurisdiction: USA and Canada
Coverage: VIP provides coverage for certain physical damage to the Rental Vehicle and mechanical breakdown protection provided Renter is in compliance with all of the terms and conditions of the Rental Contract. Renter's financial responsibility to Lessor 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 the Rental Contract accepting VIP 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 $1,500 per occurrence with VIP. (Luxury Class and Diesel Pusher models are Excluded). The $1,500 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 Vehicle swaps, protection for personal property and non-accidental damages, costs incurred in transporting the damaged vehicle to the rental station, including towing and storage, damages to the interior of the vehicle. 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 resulting from driving into, under, or through a height restricted structure, road, or sign including but not limited to parking structures, drive-throughs, drive-in or other covered entry ways, and any roads or structures with height restricted access(ii) undercarriage damage, including entry step,(iii) damage to the wheels & rims, (iv) all damage caused during off-road use, or caused during travel in or through restricted areas (v) overheating or freezing vehicle systems, (vi) damage from backing up the Rental Vehicle, (vii) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (viii) damage caused by failure to maintain the Rental Vehicle, (ix) damages as a result of using the levelling system, (x) damages as a result of driving with an extended awning or slide out,(xi) any form of inattentive driving, including falling asleep, (xii) Renter negligence or (xiii) damage caused to the windshield.
Luxury Class and Diesel Pusher models: Higher deductible and security deposits for these classes may apply.

14. Vacation Interruption Protection Plus (VIP Plus)

The Lessor may offer VIP Plus which is separate protection that reduces Renter's financial responsibility for covered physical damage to the Rental Vehicle to $0 and provides mechanical breakdown protection. VIP Plus is not insurance, but instead is a contractual agreement between the Lessor and Renter, wherein Lessor agrees not to seek recovery for covered physical damage to the Rental Vehicle, subject to exclusions. In the event of a mechanical breakdown for more than 12 hours after being reported to Lessor, the renter will be reimbursed for the greater of the gross daily rate or expenses for hotel rooms up to $25 per person per night and car rental up to $50 per day per motorhome with a combined maximum of $1500 per rental agreement. A refund of expenses up to the limits provided herein are only given upon receipts for expenses being presented.

Flat tires and defective comfort equipment including but not limited to radio, TV, Bluetooth, USB, GPS, generator, batteries, air conditioner, refrigerator, heater, water heater, cruise control, awning, slide-out are not considered mechanical breakdowns and are excluded from VIP reimbursement.

Jurisdiction: USA and Canada
Coverage: VIP Plus provides coverage for certain physical damage to the Rental Vehicle and mechanical breakdown protection provided Renter is in compliance with all of the terms and conditions of the Rental

Contract. Renter's financial responsibility is reduced to $0 for covered 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 Plus, indicated by Renter's initials on the Rental Contract accepting VIP Plus and payment of proper charges for VIP Plus, 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 $0 per occurrence with VIP Plus. (Luxury Class and Diesel Pusher models are Excluded).

Exclusions – VIP Plus: Use of the Rental Vehicle in violation of the terms and conditions of the Rental Contract, Rental Vehicle swaps, protection for personal property and non-accidental damages, costs incurred in transporting the damaged vehicle to the rental station, including towing and storage, damages to the interior of the vehicle. VIP Plus 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 resulting from driving into, under, or through a height restricted structure, road, or sign including but not limited to parking structures, drive-throughs, drive-in or other covered entry ways, and any roads or structures with height restricted access(ii) undercarriage damage, including entry step, (iii), damage to the wheels & rims, (iv) all damage caused during off-road use, or caused during travel in or through restricted areas (v) overheating or freezing vehicle systems, (vi) damage from backing up the Rental Vehicle, (vii) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (viii) damage caused by failure to maintain the Rental Vehicle, (ix) damages as a result of using the levelling system, (x) damages as a result of driving with an extended awning or slide out,(xi) any form of inattentive driving, including falling asleep, (xii) Renter negligence, or (xiii) Damage caused to the windshield.

Luxury Class and Diesel Pusher models: Higher deductible and security deposits for these classes may apply.

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

Rental Liability Insurance (RLI) is optional protection you may elect to purchase when you rent your Rental Vehicle. By Renter's acceptance of RLI, indicated by Renter's initials on the Rental Contract 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 claimsUSA@thlonline.com 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.

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 the Rental Contract. The terms and conditions of RLI coverage are outlined in a brochure available at the rental counter.

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

Supplemental Liability Insurance (SLI) is optional protection you may elect to purchase when you rent your Rental Vehicle. By Renter's acceptance of SLI, indicated by Renter's initials on the Rental Contract 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 $500,000 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 the difference between the underlying insurance and $500,000 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 $500,000. 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 claimsUSA@thlonline.com 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.

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 the Rental Contract. The terms and conditions of SLI coverage are outlined in a brochure available at the rental counter.

17. 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 limited coverage for physical damage to the Rental Vehicle, third party liability and medical payments. By Renter's acceptance of MALI, indicated by Renter's initials on the Rental Contract and payment of proper charges for MALI and when offered under this Rental Contract, MALI provides the Renter limited coverage for physical damage to 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: Comprehensive and Collision: Maximum $50,000. Bodily Injury and Damage Liability: Maximum $1,000,000 combined single limit for property damage and bodily injury. Medical payments to passengers: $2,000 per person and $10,000 per accident.
Deductible: Comprehensive and Collision deductible: $2,500.
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.

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 the Rental Contract. The terms and conditions of MALI coverage are outlined in a brochure available at the rental counter.

18. 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 the 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 Contact 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) Rental Contract and Customer Acknowledgement. The Rental Contract and Customer Acknowledgement 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 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.

(h) Privacy: When you rent with us, you consent to us processing your personal information in accordance with our Privacy Policy. Please see our complete Privacy Policy for details.

(i) Privacy Summary: Lessor needs to collect and store personal information about you to provide the services you request. When you rent from us, you can send us your personal information in accordance with our Privacy Policy. They key points about our use of personal information are set forth in our Privacy Policy.

(j) Operational uses: We use your personal information for our legitimate interests, including statistical analysis, credit control and protection of our assets. This may include disclosing your personal information to insurers and other organizations to assist in recovery procedures and to counter fraudulent claims.

(k) GPS use: we track the location of certain vehicles via GPS technology for security reasons and may retain such information as necessary for those purposes. Renter authorizes, agrees, and is fully aware of Lessor's possible use of tracking devices.

(l) Marketing uses: We will only use your personal information for marketing purposes with your consent and where you have the opportunity to decline. You can unsubscribe at any time by clicking the unsubscribe link in any email.

(m) This Agreement may be executed or delivered online via a website, by facsimile, or email. If this Agreement is executed or delivered online via a website, by facsimile or email, larger font copies are available upon request. Renter acknowledges receipt of a completed Agreement and agrees to all of the terms and conditions of such Agreement. Renter and Lessor intend to use and rely upon electronic signatures.

(n) Renter authorizes Lessor to submit all Renter charges to Renter's credit card account.

(o) Renter is fully aware and acknowledges that the terms and conditions of this Agreement shall apply to all subsequent rentals by Renter. Renter further agrees that the terms and conditions of this Agreement shall govern all future deliveries should Renter fail or be unable to sign the Agreement at time of delivery.

(p) Renter waives any rights and/or claims to property "left with Rental Vehicle" and authorizes Lessor to dispose of such property.

(q) Renter instructs Lessor to deliver Rental Vehicle to address at which Renter represented it will be used and to leave such Rental Vehicle at such location even if Renter is not present and Renter shall be solely responsible for such Rental Vehicle pursuant to the terms and conditions of this Agreement.

(r) Renter agrees to be bound by the terms and conditions of this Agreement for all future deliveries and authorizes Renter's agent's signature of Agreement.

(s) Renter authorizes Lessor to retain copies of all Renter's records, agreements and credit information and for Lessor to dispose of same according to the law.

(t) Renter consents to the Lessor only providing the Renter with electronic copies of the accepted contractual documents that form part of this Rental Agreement. The Guest agrees to be bound by the applicable deposit, payment, and cancellation terms in respect of the Renter's rental of the Vehicle, as set forth in the online booking portal or booking invoice. The said deposit, payment and cancellation terms are hereby expressly incorporated by reference into this Agreement.

19. RENTAL VEHICLE CHECK IN:

(a) The Rental Vehicle must be checked in and vacated prior to 10 A.M. on the day Renter is scheduled to return.

(b) Renters returning late will be charged the difference in selected vs. actual drop off time and $50 per hour or fraction thereof past 10 a.m. (up to a maximum of double the nightly rate). Unauthorized extensions will be charged at double the nightly rate.

(d) Holding tanks must be emptied and flushed prior to return or Renter will be charged a minimum of $100.

(e) Gasoline tank(s) must be full, or the shortage will be estimated and charged at double the current market rate per gallon or at the rates posted at the locations.

(f) No refunds for early returns or unused prepaid miles.

(g) Renter is responsible for any fines; 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. Renter will be liable for violations issued by outside agencies. In addition, Renter agrees to pay an administrative fee of not less than $25 for each such charge.

Renter is responsible for all charges for road tolls unless the Unlimited Toll Product has been purchased.

Traffic Citations: Renter may either pay the traffic citation directly to the ticketing authority or provide the citation to the rental office upon return for processing and payment. Renter is responsible for the full amount of the citation including any late fees and will be charged a $50 administrative processing fee per citation.

Toll Roads / Bridge tolls: Lessor will charge the Renter the amount of the toll plus any late fees and an additional handling fee of $25 per toll, using the Renter credit card on file unless the Unlimited Toll Product has been purchased

(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.

20 . MAINTENANCE AND RENTER'S RESPONSIBILITY:

(a) Lessor provides Renter with detailed instructions and guidelines for operating the 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 (e.g. 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 and the Lessor reserves the right to cancel the rental contract without reimbursement.

21. ON ROAD CARE HELPLINE: 1-800-367-4707

(a) Renter is authorized to proceed with necessary parts and/or repairs up to $100 and will be reimbursed upon presentation of receipt. In the event of needed parts and/or repairs in excess of $100, the Renter

must call the On Road Care 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) Renters MUST call the On Road Care Helpline for assistance and follow all recommendations in order to be eligible for compensation consideration. The Lessor must be given the opportunity to resolve the issue within 48 consecutive hours of being notified and the Renter must take all possible steps to minimize ay damage caused by such issue.

(d) The On Road Care Helpline is a courtesy service provided by the Lessor for the Renter. On Road Care 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 30 days of the return of the Rental Vehicle to Lessor's possession. Renter agrees that no claims will be accepted if submitted more than 30 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. The Rental Vehicle shall be in "As-Is" condition upon leaving the Lessors facility and means 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 and that Lessor will not be responsible for any damages or loss due to breakdown of items such as the generator, slide-out, radio, GPS, television, cruise control, , automatic entry step, air conditioning, furnace, water heater, refrigerator, microwave, or other appliances.

22. 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.

(e) Vehicles for northern travel and travel into Mexico must be expressly requested and confirmed at the time of reservation. Renter traveling to these areas without permission will be subject to a $1500 penalty and will void all insurance coverage, including but not limited to VIP, VIP+, RLI and SLI, and is responsible for all repairs and breakdowns to the Rental Vehicle. El Monte RV reserves the right to restrict driving access at any time. These restrictions may be applied at the time of pick-up

23. TELEMATICS AND CONNECTED VEHICLE DATA

Communication Services. You acknowledge that the Vehicle may be equipped with a communication service (a "Communication System"), You expressly authorize all those services. You acknowledge that you understand that a Communication System, requires the Vehicle's electrical system and equipment, to be available and operating to function properly. Not all services offered by the Communication System provider are available on all vehicles. Services are limited by, and neither the Communication System provider nor Lessor is liable for, conditions or services outside their control. Any information (e.g., navigational route support) provided through a Communication System is on an "as is" basis. You

understand and agree that the Communication System provider may provide us and/or law enforcement with all necessary information to enable us and/or law enforcement to locate the Vehicle if you fail to return the Vehicle to the Designated Return Location and/or at the Designated Return Time. You agree to release and hold us, and the Communication System providers, harmless for any Communication System failures. You also agree to limit claims against the Communication System provider for damages for any losses under any theory to the pro rata portion of the daily rate for use of the Vehicle for one Day. If your Vehicle has active Communication System equipment, you understand that your use of the Vehicle is subject to the terms and conditions of the Communication System provider, including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to the Communication System provider's collection, use and sharing of information about you and the Vehicle, and the application of other relevant provisions including responsibilities you have when using the Communication System. You should review the Communication System provider's website for details regarding their Terms and Conditions and Privacy Statement. By proceeding to rent the Vehicle and signing this Agreement, you authorize the provision of the Communication System in accordance with and agree to be bound by the Terms and Conditions and Privacy Statement of the Communication System provider. Not every vehicle is equipped with a Communication System. Some vehicles in our fleet may have a Communication System, but such equipment may not be active.

Liability. Any information provided by The Communication System Provider may be available to you on an "as is" basis. Neither we nor the Communication System Provider is liable to you for malfunctioning or unavailability of any systems. You agree to hold us and the Communication System Provider, harmless for any system failures.

Use of Location Information. You should have no expectation of privacy or confidentiality as to the places where the Vehicle is driven while rented to you. You agree that we may, where permitted by law, use GPS precise location tracking devices installed in the Vehicle or location data generated by Connected Vehicle technology for the purposes described in our Privacy notice, including without limitation to track or locate Vehicles which may be late for their scheduled return, reported stolen, suspected of being lost or travelling in a restricted area/area where surcharges apply, stolen, or abandoned or as may be required or requested by law enforcement, to analyze and enhance our services, improve efficiency in managing our inventory, maintaining our fleet and otherwise improving our services, and to identify Vehicles which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services.

Connected Vehicle Data. Certain Vehicles ("Connected Vehicles") may be equipped with features, telematics systems, on-board devices, or built-in services and technologies that are capable of collecting data about the Vehicle and its use, including, for example, real-time location data and information regarding the Vehicle's condition, damage and accident events and records, performance, operation and diagnostics, mileage, acceleration, braking, speed, fuel consumption, fuel level, tire pressure, odometer, direction and movements (collectively, the "Connected Vehicle Data"). We cannot guarantee that a Vehicle without Connected Vehicle Data features will be available at your time of rental. You agree that our Vehicles may transmit such Connected Vehicle Data to us, our third-party providers and/or the Vehicle manufacturer. Equipment that collects Connected Vehicle Data may be installed by us, on our behalf, or

by the vehicle manufacturer. If the equipment is installed by the vehicle manufacturer, the vehicle manufacturer will process the Connected Vehicle Data in accordance with its privacy notice. We may enter into agreements with vehicle manufacturers to receive Connected Vehicle Data and may use third parties to process the Connected Vehicle Data on our behalf. You agree that by proceeding to rent a Connected Vehicle you will be bound by the terms and conditions of the vehicle manufacturer's Connected Vehicle services agreement and privacy policy regarding Connected Vehicle Data collection, use, sharing and retention, in addition to our own terms and policies. You should review the vehicle manufacturer's website for details regarding their Connected Vehicle terms and conditions and privacy policy.

Uses. You agree that, to the extent permitted by law, we have the right to use Connected Vehicle Data for the following purposes: (i) to provide certain aspects of our services to you (e.g., remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the rental); (ii) to manage your Vehicle rental (e.g., start your rental, exchange or upgrade your Vehicle); (iii) to enable us and our corporate or commercial entity account to better understand how fleet Vehicles are being used; (iv) to analyze and enhance our services, improve efficiency in managing our inventory, maintaining our fleet and otherwise improving our services and operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of Vehicles which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of Lessor or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our Vehicles are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law.