



Customer Policy Agreement
of
Terms & Conditions

Renter & Driver Requirements: Please read the following policies and conditions carefully. It forms any rental agreement you make with us. This agreement is made between Going Places RV Rentals, Inc. ("we", "us", "our") and the Renter(s) ("you", "your") for the RV/Trailer ("Recreational Vehicle", "Vehicle", "Motorhome", "Coach", "Travel Trailer", "Trailer", "Toy Hauler", "5th Wheel", "Class A", "Class B", "Class C" and/or "Unit"). Please read this agreement, print these pages, and bring them with you when picking up the RV. Keep a copy of this signed agreement with you in the RV.

1. Renter must be 25 years of age or older, have a valid driver's license and full coverage auto insurance in his/her name.
2. Renter must be present and provide a major credit card, picture identification and insurance card at time of pick-up.
3. Renter's identification name must match name on credit card being used to pay for rental.
4. Only authorized driver(s) is/are permitted to drive and operate the motorhome. Authorized drivers are defined as only those drivers expressly listed and designated as authorized drivers within this contract. Renter relieves Going Places RV Rentals, Inc. and its insurance carrier(s) of any liability incurred while the RV is driven or operated by anyone other than an authorized driver.
5. Name or credit card changes are not permitted in confirmed reservations. Cancelling a credit card for any reason will result in the loss of the Security Deposit. Costs incurred to recover insufficient funds or remaining balances will be the responsibility of the renter/credit card holder.
6. Renter certifies that all the information provided in the rental contract and credit card authorization form is true and accurate. Any inaccurate or fraudulent information voids this rental contract and renter forfeits security deposit and balance of rental.

Agreement: Going Places RV Rentals, Inc. reserves the right to fill reservations within the category reserved and may substitute upgraded RV's if the reserved RV is unavailable at the time of departure. The following items are optional features of the RV and are not included in the rental unless expressly purchased as rental options: generator, convenience kit, comfort kit(s) or any accessories that are available for rent. GPRV reserves the right to deny business services to anyone.

Rental Payment/Reservation Deposit: A reservation deposit of 25% towards the total rental amount is required to secure the rental dates requested. Minimum rental is three (3) days, except during high compression or special events. Your reservation will not be guaranteed unless we receive 25% of the total rental fee as a deposit. Your 25% reservation deposit is required and due at the time of reservation. Reservation Deposits are only considered refundable within a 24 hour window of submitting a reservation. After 24 hours customers reservation deposits are "non-refundable". The balance of the rental is due seven (7) days prior to pick-up and/or delivery. If your rental is reserved within seven (7) days of your rental date, your rental's full balance is due at time of reservation. Rental prep charges are optional fees and can be avoided if rental is paid in cash, money order or a cashier's check.

Subleasing: Subleasing is strictly prohibited. Our RV's are not allowed to be sublet to any person(s) or company without our knowledge. We are not responsible for any person(s), any damage or injuries resulting from any RV being sublet without our knowledge. Renter releases Going Places RV Rentals, Inc. from any and all responsibility, liability or claims arising from the rental of the RV.

Security/Damage Deposit: A \$1,000.00 - \$5,000.00 security deposit is required for each rental unit at the time of departure or delivery. Your security deposit authorization grants us permission to deduct from your security deposit any damage, loss of equipment, refueling the RV, rental of a generator or additional generator hours, additional mileage, dumping holding tanks, any unpaid parking/traffic fines, cleaning, missing equipment or other amounts owing. In the event damage or loss exceeds the security deposit, you authorize us to apply the difference on your credit card. It also covers any additional charges incurred related to the rental that were not charged elsewhere in the rental contract or rental application. This deposit also covers all costs and our lost time (\$75.00/hr.), including pre-and post-judgment attorney's legal and collection fees we incur collecting payment from you or otherwise enforcing our rights under this contract. The deposit may be held until the completion of any legal or collection action.

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Cleaning Deposit: Under no circumstances will we allow a customer to clean for another customer. All of our RV's will include a cleaning charge and is part of your rental contract. This insures the use of proper disinfectants and germicides to maintain our cleaning standards for our future customers. If the motorhome requires additional cleaning beyond 3 hours, there is an additional fee of \$50.00 per hour. This fee is at the discretion of Going Places RV Rentals, Inc. The renter is required to remove any garbage and trash from the RV as well as leave any site free of trash, cans, bags, bottles, broken equipment, tables, chairs, cigarette butts etc. If the renter fails to return the RV without emptying the trash as described above, there will be an additional cleaning charge assessed. This additional charge will be charged at the rate of \$75.00 per hour and deducted from the renter's security deposit.

Flush Holding Tanks: We ask that all holding tanks be emptied completely and properly flushed before returning the rental. If the holding tanks are not empty at the time of your return, you will be charged \$50.00. There is no sanitation fee if the renter dumps the waste tanks and returns the RV with cap off and valves open. In addition, the renter will be responsible for any tickets or fines levied in conjunction with waste disposal. Please use only RV toilet paper – Not "Septic Safe" paper. No Baby Wipes, towelettes, or sanitary toiletries will be permitted to be flushed into the tanks. Towelettes will clog the system. Any evidence of the described above in the holding tanks will result in a \$100.00 fee. Remember that most dumping stations are closed on Sundays. Call the facility prior to your visit to confirm they will be open.

Propane: your rental will be supplied with full tank(s) of propane prior to your pick-up or delivery. Rates for daily propane usage will be adjusted during Spring-Fall and Winter Seasons. Extended rentals will be given the option of filling the tanks yourself for economical purposes. If you need more propane during your trip, refueling is at your expense.

Generator: Four (4) free hours per day are included in the rental fee, with a charge of \$4.00/hour thereafter. No refunds will be given on unused generator hours.

Fuel: We will provide you with a full tank of fuel for your rental. Renter agrees to return RV with fuel tanks full. If the fuel tank, for an RV or a generator is not full at the time of return or pick-up, it will be re-filled with fuel at our earliest convenience. High compression event returns will prevent us from filling the RVs and/or generators with fuel the same day. There will be a \$25.00 service charge added to the cost of the fuel for rentals being returned and will be deducted from your security deposit. No warranties are made regarding fuel tank capacity or fuel mileage.

Pets: no pets are allowed without prior written approval. If approved, we ask that your pet(s) not be left alone uncrated in the RV. Pets left alone have caused damage due to the stress and frustration of their owner being absent. There is a \$25.00 - \$75.00 non-refundable pet charge per pet for pets that are approved. Any damage or extensive cleaning required will be deducted from your security deposit. Should we find evidence of "Sneaky Pet" there will be a \$150.00 fee.

Smoking: All of our RV's/Trailers are non-smoking rentals. There is "no smoking" in the RV/Trailer rentals at any time for any reason. If the RV returns with a smoke odor, renter will forfeit the security deposit. As a courtesy and concern for the health and comfort of our future customers. No smoking for any reason in the RV's/Trailers. "No Exception"

Renters Property: You release us, our agents and employees from all claims for loss of, or damage to, your personal property, or that of any other person(s), that we received, handled or stored, or that was left, carried from, to, in, or on any vehicle, or in our offices, whether or not the loss or damage was caused by us, or was otherwise our responsibility. This includes vehicles parked at our place of business.

Cancellations: Cancellations must be made 14 days prior to the rental date in writing. Cancellations made inside the 14-day time period from the rental date will forfeit the total rental amount. There are no reservation deposit refunds should you cancel the reservation. We will, however, allow you to reschedule your reservation for up to one year from the date of the original reservation and apply the remaining rental amount to a future rental (minus the reservation deposit). Should events beyond our control cause the requested RV not to be available during the times of your request we reserve the right to substitute another RV. Reserving during a high compressions date, main event or holiday will result in the rental being adjusted to the rate for that particular event and/or holiday. Reservation deposits will only be considered refundable only if the rental is cancelled 24 hours after reserving. Customer understands and agrees to forfeit any rental deposits submitted by the Customer/Renter related to the rental if cancellations exceeds the 24 hour reservation deposit windows, the 14 day window or if the Customer/Renter is in breach of the agreement.

No Rental Abandonment (1 of 2): At no time, for any reason will the client attempt to leave the rental unattended outside the Going Places RV property of operations (located at 22820 N. 19th Avenue Phoenix, Arizona 85027) with the intention to abandon and/or leave the rental astray. If the client violates the "No Rental Abandonment" agreement, the client understands and agrees that they will be fined no less than \$3,000.00 but no greater than \$5,000.00 for GPRV to retrieve its assets and/or managed property.

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No Rental Abandonment (2 of 2): The client agrees that collection of this fine will be processed on the charge card provided within the C.C.A. form. If the abandonment fine cannot be charged on the charge card provided a collections agency and/or claims department will be exercised with set date to collect such fines and outstanding balances. The “No Rental Abandonment” agreement applies also to clients who attempt to abandon the rental outside the GPRV property gates after hours without an official GPRV representative present to accept the rental return. If the client leaves the rental unattended without a GPRV representative present the client will be fined \$1,500.00 for violating the “No Rental Abandonment” policy agreement. Client also assumes all costs towards rental being towed in the event the rental is left in an area that caused the rental to be removed. Client assumes all responsibility and expenses that may occur from any possible damage, vandalism, loss of keys and/or theft by exposing the rental in an unsecure area.

No Rental Abandonment (Burning Man event “ONLY”): All clients who are picking their RV’s up in Reno and driving into the event through the participant gates “must” transport the rental out the participant gates post event. NO EXCEPTIONS. Any clients who choose to leave their assigned rentals on the Playa at the last minute that contradicts the contracts transport and/or delivery expectations of the rental will be in breach of contract. If the contract agreement is violated and/or the rental is abandoned on the Playa, the client understands they are in breach of contract to which fines towards such violated policies of GPRV will follow. The client bound to the contract will be charged a \$10,000 fine if the “No Abandonment” agreement is breached. The client understands the consequences if the “No Abandonment” agreement is neglected and/or abused.

No Excessive Abuse / Vandalism to Rental: If the rental is returned and determined by GPRV representative to have been left in an unacceptable condition that can be described as “excessive”, “abusive” and/or “vandalism”, the client understand that they are in breach of the “No Excessive Abuse / Vandalism to Rental” agreement. In the event this agreement is violated, the client understands that they are responsible for the full repair expenditures towards the rental(s) they are bound to (stated within the rental contract). A \$3,500 to \$10,000 fine, depending on the condition of damage caused by the client will be charged once the damage amount has been officially calculated in order to repair the rental to its original state (prior to the responsible client taking possession).

Tires: Tires are the responsibility of the renter(s). In the event of a tire failure the renter is responsible for having the tire replaced with the same type of tire and brand. The tire must not be older than 2 years old. The original tire must be returned with a receipt of the newly purchased tire to receive any reimbursement or compensation for any repairs or replacement. Failure to return the damaged tire will forfeit renter's compensation for the tire. Renter(s) must use a qualified service company to change the tire. We will reimburse you for a replacing a defective tire. We will not reimburse you for a tire damaged by improper driving technique (for example: a right rear tire blowout caused by you scraping a curb). It is the renter(s) responsibility to check the tire pressures daily and drive with the proper p.s.i. The manufacturer p.s.i. can be found on the outside of each tire.

Electronic Break Controller: In order to ensure the safety of our customers we require that prior to the time of pick-up a proper electric brake controller be installed in the towing vehicle. An electric brake controller aids in stopping the trailer as the brakes from the towing vehicle are not sufficient enough on their own to stop both vehicles safely. This is required for your safety. A 7-pin electrical connector and receiver hitch are required at the bumper. We may install a brake controller for you in your vehicle if one of our certified techs are available at the particular time of your arrival.

Tow Vehicle Requirements: All tow vehicles must have a minimum Class three (3) hitch mounted to the frame of the vehicle. The tow vehicle must have a towing capacity that meets the trailer specifications. The renter is responsible to insure the towing vehicle meets the requirements for the GVWR weight of the trailer in tow. In order to ensure the safety of our customers, we require that prior to the time of pick-up, an electric brake controller be properly installed in the towing vehicle. An electric brake controller aids in stopping the trailer as the brakes from the towing vehicle may not be enough to stop safely on their own. This is required for your safety. A 7-pin electrical connector and receiver hitch are required at the bumper. We will provide you the hitch, ball and stabilizer bars (weight distribution bars) equipment at no additional charge. You are responsible to make sure your vehicle is in proper operating condition and meets the towing requirements. Refer to your manufactures operating manual. Towing over 65MPH is strictly prohibited. Towing at speeds exceeding 65MPH will encourage blow-outs resulting in an accident, damage to the RV/Trailer or loss of life. Checking the tire pressure daily and driving with the proper p.s.i. is your responsibility. If you adjust the hitch height, the hitch must be put back at the original height before the trailer is returned. If we need to service the hitch back to its original height, a \$25.00 service charge will apply towards your security deposit.

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Towing: No towing is permitted without prior written approval. Towing is a \$75.00 fee. We must be notified prior to pick-up that you will be towing. Under no circumstances is the towable item to be occupied by any person(s) or pet(s) while being towed. Any resulting injuries are the responsibility and liability of the renter.

Parking/Traffic Violations: Renter is responsible for reporting and payment of all parking/traffic violations at rental return. Neglecting to report any parking/traffic violations breaches the rental contract and may result in an administrative charge of up to \$100.00 in addition to payment of the fines.

Roof Access: Roof access is not allowed and strictly prohibited. For safety reasons, all members of rental party are expressly prohibited from use of the roof ladder and roof. Any evidence of use or access of either of these items will result in full forfeit of your security and damage deposit in addition to any damage incurred. You assume all responsibility and liability for anyone accessing and/or attempting to access the roof or causing any person(s) injury due to accessing or the attempt of accessing the roof of the RV. The renter relieves the owner of the RV and/or Going Places RV Rentals, Inc. of any and all responsibility, liability and claims that occur during your rental and/or possession of the RV.

RV Pick-up & Return: Standard pick-up is 2:00 p.m. - 4:00 p.m. Monday through Friday. Pickup on Saturday or Sunday is by prior scheduled arrangements only. Sunday pickups and/or returns will have an additional fee of \$75.00. Return is 8:00a.m. – 11a.m. Monday through Friday. RV's must be returned prior to 12:00p.m. to be considered on time. Rental(s) must personally pick up & drop off the RV, unless we are properly informed with prior written consent. Personal checks are not accepted at time of pickup for the security deposit. Any damage caused by anyone other than the person listed on the rental contract is strictly the responsibility of the renter on the contract. Late returns are \$25.00 each hour late for the first three (3) hours. Returns after 3:00p.m. are considered another day rental and will be deducted from the security deposit unless other arrangements have been made. Returns made on Saturday or Sunday is by appointment only. Rental(s) returned after hours outside company property gate unattended is strictly prohibited, customer will be fined \$250.00 for neglect and abandonment of rental. Customer is responsible for any towing service expenses and/or reclaim charges of RV, loss of keys/items inside RV, damage, vandalism and/or theft done to the RV while left unattended. All RV returns will only be returned in the presence of a Going Places RV Rentals, Inc. representative. Renter is required to sign our RV return release statement at time of return.

Mileage: You will receive 125 free traveling miles per rental day towards rented motorhomes. There are no refunds or discounts for unused miles. Additional miles (in excess of free miles) is based at \$.32 - \$.35/mile.

Early Returns/Extending Rental Dates: Renter(s) is/are responsible for looking over the rental contract to ensure that all rental costs and rental dates are correct before you leave on your trip. If renter(s) wish to extend their rental dates, renter(s) must call us at 623-221-1161 and confirm approval from a Going Places RV Rentals, Inc. associate first before extending rental. This is to make sure the desired rental extension does not conflict with a pre-existing scheduled rental from another customer. There are no refunds for early returns. If renter does not return on their scheduled return date and has not called for approval to extend rental, renter will be charged additional rental day(s), inconvenience fees, or loss of revenue whichever is greater. In the event of an unscheduled rental extension of the possessing customer occurs and causes a conflict with the next customer rental, inconveniences, late fees and upgrade charges for the waiting customer will be compensated by obtaining renter. If the next renter has no choice within the same class and has to choose to rent an upgraded RV, the possessing renter will pay the charges and fees for the inconvenienced customer.

Rental & Indemnity: You agree to indemnify Going Places RV Rentals, Inc., defend and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from and/or arising from this rental and your use of the RV or our repossession of it. We make no warranties, express, implied or apparent, regarding the RV and no warranty that the RV is fit for a particular purpose.

Repairs: Should any repairs to the RV or replacement of equipment be necessary, the agreement and negotiations are to be made between the renter and owner of the RV. Receipts for maintenance, repairs or replacement must be presented at the time the unit is returned to receive any reimbursement or compensation. Going Places RV Rentals, Inc. is only responsible for obtaining the security deposit on behalf of the owner. Should any repair work which will cost in excess of \$100.00 become necessary, renter shall contact Going Places RV Rentals, Inc. by telephone, text or e-mail and obtain authorization to have repair work performed by a qualified mechanic. Negotiations and arrangements of payment for repairs are solely between the renter and the owner of the RV and does not involve, in any manner, Going Places RV Rentals, Inc. Disbursement decisions of the security deposit are the responsibility of the owner of the RV.

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Accidents: In case of an accident, a police report must be submitted, we must be notified immediately within 24 hours. Failure to comply will result in forfeit of renter(s) security deposit. Renter assumes all responsibility for any damage done to the RV, other property as well as any personal injury. These repairs will include time for estimates or cost for an estimate at \$50.00 each. Damage caused by striking overhead objects and/or under carriage including tire blow-outs, wheels, hubcaps, black or grey water tank, plumbing and damage to windows are considered negligence, misuse - the renter is 100% liable.

On Road Concerns: Please be sure you bring a cell phone and a cell phone charger on your trip. If you experience mechanical problems or have any equipment operation questions you should refer to the owner's manual provided. If the problem persists or you have concerns, call us right away at 623-221-1161 or 623-377-3577. No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by us. Receipts of repairs need to be given to us on return. If renter is at fault for any damage, or mechanical failure, renter will be responsible for all repairs, and any loss of future rental income. Renter is responsible for checking the engine oil, generator oil, fluids, and coolant levels at each refueling. Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. Renter is responsible to have the engine oil changed every 4,000 miles that they travel. Renter must provide us with the oil change receipt upon their return if they traveled 4,000 miles or more. If the renter(s) did not have the engine oil changed, the renter will be charged accordingly to have the oil change done on the vehicle.

Subleasing: Subleasing is strictly prohibited. GPRV RVs & Trailers are not to be sublet to any person(s) or company(s) without our knowledge. We are not responsible for any person(s), damage or injuries resulting from any trailer being sublet. Renter releases Going Places RV from any responsibility, liability or claims arising from an RV being sublet.

Restricted/Prohibited Uses: The following uses of the RV are prohibited and constitute a breach of this agreement. You agree that the RV will not be used: a) By anyone who is not an authorized driver listed on this rental agreement, anyone not licensed to drive, anyone whose driving license is suspended, or anyone whose driving license is restricted due to past traffic law violations; b) Anyone under the influence of alcohol, prescription or non-prescription drugs; c) Anyone who obtained the RV or extended the rental period by providing false, fraudulent or misleading information; d) In furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) To carry persons/property for hire; f) To push or tow anything; g) In any race or speed contest; h) Non-public roads, unpaved roads, dirt roads, and "off-roads"; i) To teach anyone to drive; j) Outside the United States (except Canada, when authorized by us); k) On any unpaved surface (except at a designated RV camping site); l) To transport more persons than the RV has seat belts; m) To transport children without a federally approved child safety restraint or booster seat as required by state law; n) When the odometer has been tampered with or disconnected; o) When the vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation of the vehicle would damage it; p) To transport an animal; q) To commit a willful, wanton or reckless act with the vehicle; r) Prohibited in use of the RV associated with any illegal or unsafe purpose, including consuming drugs or alcohol while driving. Driving the vehicle through an underpass without sufficient clearance or driving the RV through a tunnel.

Insurance: Anyone authorized by the agreement to drive the RV must provide a full coverage temporary insurance binder/endorsement (Binder). This "binder" will be required from your insurance carrier and list Going Places RV Rentals, Inc. and an "additional insured" party. Our motorhomes and trailers cannot be driven or towed without this insurance. No person under the age of 25 years of age will be allowed to drive a rental RV. A valid driver's license must be presented at the time of pickup. Prior to delivery of the RV/Trailer, you must provide the binder or endorsement from your insurance carrier stating that renters/authorized driver(s) coverage meets the requirements of \$1,000 max "Comp. and Collision" and the "Liability" limits are no less than \$100,000/\$300,000/\$100,000. The VIN# of the unit will be provided for you to give the information to your insurance carrier. No traveling to Mexico or Canada is allowed without prior written approval. Proof of Mexican Insurance will be required prior to the time of pick-up. Renter and additional renter(s) hereby indemnify and hold Going Places RV Rentals, Inc., its agents and employees harmless from and against all loss, liability and expenses whatsoever, as a result of bodily injury, death or property damage caused by, or arising from user of operation of the RV.

Denied Refunds, Compensation & Reimbursement (1 of 2): Client understands and agrees that the following situations are "not" justifiable excuses to request, demand and or suggest refunds, compensation and/or reimbursement for any reason and understands that GPRV reserves the right to deny and/or excuse the client(s) such claims and requests.

It is very important to inform the client that it is the client(s) full responsibility to contact the assistance number we provided immediately (623-377-3577) the moment an issue has been discovered with the rental. The assistance contact number may be reached by dialing the number provided or via text.

Renter Initials: _____

Denied Refunds, Compensation & Reimbursement (2 of 2): GPRV will not refund the client for issues that become on going and/or continuing issues due to client(s) choice to not notify the assistance contact line in order to reach a solution. Any issue unannounced to the assistance contact numbers attention over a period of 3 hours constitutes "notification failure". If more than 3 hours go by without client notification, GPRV reserves the right to deny and/or excuse the claim due to the client(s) choice to not notify the assistance line with in good time. "Any Situation" that is not brought to the attention of the GPRV contact number (623-377-3577) that is specifically assigned for Q&A's and trouble-shooting will be excused and denied as a legitimate complaint. Client understands that without notifying the assistance contact number of the issue that the issue will continue due to lack of client(s) communication and personal choice to not notify the assistance number to reach a solution. Client accepts full responsibility and understands that client is responsibility for the issue or problem at hand if the assistance number is not notified. If the client is not in a service area, it is the client(s) sole responsibility to relocate to a location where reception is possible to contact the assistance contact number. No exceptions. Client must also contact the assistance number as the issue is discovered.

Motorhomes and Trailers that carry on board black and grey tanks may cause an odor while driving down the road and in no way constitutes or justifies a claim of refunds, compensation and/or reimbursement. Client understands that client is provide with supplies explained to them verbally during their orientation of what to do in the case an odor. Customer/Renter understands if any violation by the Customer/Renter of policies within this form occur, any requested refunds are subject to denial of request due to breach of contract by the Customer/Renter. In conclusion: If Customer/Renter is in breach of contract Customer/Renter understand and agrees to waive their right to dispute charges.

Defamation of Character: As the P.C. digital world continues to grow so do the policies and responsibilities that are bound to its privileges. GPRV reserves the right to protect itself and its reputation from any person(s) that chooses to act upon defamation of character. Any clients and/or associates of those clients that venture upon online/social media and submit publicized posts recognized as "false slander", "smear campaign(s)" and/or "character assassination" against Going Places RV Rentals, Inc. will be addressed. Client(s) understands that violation of this policy will not be tolerated and will be exercised and addressed (if abused by the customer) with legal action. Online/Social Media sites tend to allow clients (who feel they have not been treated fairly) to fabricate situations and stretch "their side of the story" to their benefit regardless of the truth. Client(s) who choose to venture upon this route with lack of responsibility and integrity will be met with legal action.

Miscellaneous:

- 1.** No waiver by us of any breach of this agreement constitutes a waiver of any additional breach or waiver of the performance of your obligations under this agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this agreement does not constitute a waiver of any other provision of this agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable
- 2.** Customer understands and agrees that said equipment remains the property of owner and that the failure of customer to return the equipment of owner within the time provided may constitute a crime and subject customer to prosecution therefore, owner at his/her own discretion may report as stolen all equipment held beyond three (3) days from the return date without notification or before, if conditions indicate theft. Customer also agrees to pay a fine of \$350.00 (per day) if the rental is not returned on or after the agreed set return date indicated within the rental contract. Customer understands that if the fine is unable to be charged due to insufficient funds, cancellation of charge card and/or declined, a collections agency and/or claims department will be assigned and scheduled to meet such payment violations.
- 3.** Customer acknowledges that he/she has examined said equipment and knows the condition therefore and acknowledges receiving said equipment in a clean condition and in good condition mechanically and free from bodily dispatched and damages except as noted on the face herein. Customer further agrees that he/she will return said equipment in the same condition as when received, ordinary wear and tear excepted, and to repair and replace lost, stolen, damaged or broken parts or to reimburse owner at the customers expense. The cleaning and damage deposit shall not be a limit on customer's liability hereunder and customers agree to pay owner for whatever additional amounts are required for cleaning or repairing damage to equipment.
- 4.** Customer agrees that he/she will not use said equipment in the transportation of any person(s) or property for hire or for any illegal or unauthorized use or permit the same to be used in violation of any municipal, county, state or federal law, ordinance or regulation and agrees to pay any tax, fine, trip permit or license fee levied by reason of his/her use of said equipment.
- 5.** This agreement is personal to customer and may not be assigned or re-let without the prior written consent of owner, which consent may be withheld.

Renter Initials: _____

6. Customer covenants and agrees that operation of said equipment will be restricted solely to the confines of the contiguous 48 states unless prior written approval is received from owner. Customer agrees to indemnify owner for any damages incident to or arising out of any breach or violation of this contract.

7. In the event customer desires to extend this rental contract beyond the date and time originally agreed upon, Customer shall immediately notify owner of said desire and obtain his approval (which approval may be withheld) and terms for said extension. In an event that equipment is retained beyond the due date without notification and approval by owner, Customer shall be charged a penalty of double the rental rate for any extra time the equipment is retained by customer and customer shall further be liable for any damages resulting to owner which are caused by said delay.

8. Owner shall not be held liable for injuries or death or damage to property during the term of this agreement or at any other time when equipment is in customer's possession. Customer covenants and agrees to indemnify and hold owner harmless from and against any and all liabilities, penalties, damages, expenses, cost, losses and judgments arising out of the death of or injuries to person(s) or damages to property of any nature, occasioned wholly or in part by the act or acts, omission or omissions of customer, or agent, representative, employee, or other person(s) operating said equipment, and also for any matter, cause, or thing growing out of or by reason of the use of said equipment by or on behalf of customer. Customer further agrees not to hold owner responsible or liable for any damages resulting from a breakdown of said equipment.

9a. Liability Insurance. You are responsible for all damage or loss you cause to others. You have provided us with an insurance binder indicating that you have vehicle liability, collision and comprehensive insurance covering you, your passengers, GPRV listed as additionally insured and the vehicle/trailer being used. Since you have auto liability insurance, we provide no liability insurance.

9b. Triad Insurance: If you did not provide us with an insurance binder but elect to purchase Triad Insurance, the following changes apply to this agreement.

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- (i) "Damage" means any collision or comprehensive collision; comprehensive losses do not include damage to the interior of the vehicle or its appliances.
 - (ii) Damage to the vehicle is covered by Triad Insurance. The policy has a deductible, per occurrence.
 - (iii) Auto liability insurance is part of Triad Insurance and provides coverage for bodily injury and property damage with limits no higher than the minimal levels prescribed by the vehicular financial responsibility laws of the state where the damage or loss occurs. Triad Insurance covers \$2,000 PIP or medical payments, and statutory limits of uninsured and underinsured motorist coverage. Coverage applies in the United States, its territories and possessions, and Canada. Coverage is void if you violate the terms of this agreement conducted by or if you fail to cooperate in any loss investigation conducted by us, or the insurer. Allowing an unauthorized driver to operate the vehicle terminates our liability insurance coverage.
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10. Customer hereby agrees to pay for damages to equipment sustained during the term of this agreement or at any other time when said equipment is in the possession and control of customer for any cause or reason what so ever regarding customer fault or negligence.

11. Owner maintains no insurance coverage for injuries to or death of customer or any other driver or passengers in said equipment, except as may be noted on the face hereof. Customer hereby agrees that the use of said equipment is at his/her own risk, and further agrees to maintain such additional insurance as he/she thinks may be necessary for the protection of himself/herself and his/her passengers.

12. For the purpose of protecting owner(s) ownership or rights under this contract, customer agrees that owner may we take possession of said equipment at any time and for such purpose to enter upon the premises of customer without becoming liable for trespass.

13. Customer shall not disconnect or tamper with the odometer or speedometer and if same shall show signs of having been tampered with or disconnected, customer agrees that at the option of owner, customer shall pay owner for mileage fees at a rate of three (3) times the indicated mileage. Note: Tampering with an odometer and/or speedometer is illegal in most states.

14-A. Customer agrees to pay for any mechanical damage due to lack of proper inspection and maintenance pursuant to instructions given by owner. Owner agrees to reimburse customer for reasonable and necessary oil and lubrication expenses incurred by customer during customer's use of said vehicle, upon furnishing owner of receipts for such expenses. Customer shall pay all costs for gasoline and supplies necessary for operation of equipment contained herein.

Renter Initials: _____

14-B. Owner agrees to pay for or reimburse customer for mechanical repairs to said vehicle incurred during the term of this agreement. If such repairs are required due to any breakdown of the vehicle, provided said breakdown is not caused directly or indirectly by the misuse by customer of said vehicle or by the carelessness or negligence of customer. Should any repair work which will cost in excess of \$100.00 become necessary, customer shall contact owner by telephone and obtain authorization to have repair work performed by a qualified mechanic. Any such authorization for repair shall not constitute a waiver by owner of any right to charge customer for such repairs, if in the option of owner, such repairs were required because of the misuse of the equipment. Customer agrees to immediately discontinue the use of any equipment should same become unsafe or in a state of disrepair until such time as said equipment can be placed in safe operating condition. Customer agrees to pay any and all costs for loss of use resulting from damages during course of the rental.

15. If equipment rented is a motor vehicle, it is agreed that said vehicle shall be operated during the term of this agreement only by the person(s) specifically designated in schedule "A". Customer represents and warrants that such person(s) so listed in schedule "A" at all times during the terms of this lease agreement and will be fully or duly licensed by the state of this bona fide residence to operate said vehicle.

16. It is understood and agreed that owner shall not be liable to customer should the equipment herein referred to be unavailable for the rental (more specifically) for any reason beyond the control of owner. In the event of the failure of owner to furnish said equipment to customer in the times specified for the rental term herein to commence, owner shall refund to customer all sums previously paid as a reservation fee. Owner has no further liability to customer beyond repaying said reservation fees.

17. The remedies granted herein to owner are cumulative and are in addition to and not in limitation of any other remedies available to owner by law. Owner, by pursuing any of the remedies provided herein or by law, shall not be deemed to waive any of the other remedies provided herein or by law.

18. Customer agrees to pay all costs and expenses incurred by owner to enforce collection or to preserve or enforce owner's rights under this contract including a reasonable attorney's fee.

19. This contract represents the entire agreement between the parties hereto, there are no collateral, oral, or other agreements or understandings.

By signing below, the Customer/Renter acknowledges that the "Customer Policy Agreement of Terms and Conditions" has been carefully read, looked over and fully understood in its entirety. By signing this form Customer/Renter acknowledges reading it in full, understands it in full and agrees to everything within this form to which Client/Renter is bound to legally (If Client/Renter does not read the policy form and signs below, the Client/Renter agrees to the policies regardless).

Full Name (Customer/Renter) _____

Date: _____

Signature (Customer/Renter) _____

