



## Rental Agreement

This Rental Agreement is made by and between:

Camping Adventure Rentals, LLC, 10292 Hess Mill Rd NE Bolivar, OH 44612. Phone numbers 330-204-0441 or 330-204-7243 and "Renters, Authorized Drivers" attached hereto and incorporated herein as Exhibit A.

Equipment, Trip Description and Price: attached hereto and incorporated herein as Exhibit B.

### 1. Definitions.

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials Renters or Authorized Drivers sign or Camping Adventure Rentals, LLC provide at the time of rental.

"Camping Adventure Rentals, LLC", "our" or "us" means "Camping Adventure Rentals, LLC", Inc., its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Camping Adventure Rentals, LLC.

"Renter" or "Renters" means each person identified on Exhibit A as a Renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by Camping Adventure Rentals, LLC at its or the Renters' direction. All persons referred to as "Renters" are jointly and severally liable and bound by this Agreement.

"Authorized Driver" means the Renters and any additional driver listed on Exhibit A to this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment.

"Equipment" means the Vehicle and Trailer listed in Exhibit B hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment Camping Adventure Rentals, LLC substitutes for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

"Physical Damage" means damage to, or loss of, the Equipment caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Equipment due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not

caused by collision.

"Loss of use" means the loss of Camping Adventure Rentals, LLC , its agents', subcontractors', and assigns' ability to use the Equipment for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the Equipment is damaged or lost until it is replaced or repaired, times the daily rental rate.

2. Rental, Indemnity and Warranties. This is a contract including for rental of the Equipment. Camping Adventure Rentals, LLC may repossess the Equipment at Renters expense without notice to Renters, if the Equipment is abandoned or used in violation of law or this Agreement.

Renters agree to indemnify Camping Adventure Rentals, LLC , defend Camping Adventure Rentals, LLC, and hold Camping Adventure Rentals, LLC harmless and immune from all claims for injury or damages, liability, costs and attorney fees Camping Adventure Rentals, LLC incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment. Camping Adventure Rentals, LLC makes no warranties, express, implied or apparent, regarding the Equipment, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment, except and only if Camping Adventure Rentals, LLC is wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

3. Condition and Return of Equipment. Renters must return the Equipment Camping Adventure Rentals, LLC rental office or other location Camping Adventure Rentals, LLC specifies, on the date and time specified in this Agreement's Exhibit B hereto, and in the same condition that Renters received it, except for ordinary wear. If the Equipment is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Equipment until Camping Adventure Rentals, LLC inspect it upon Camping Adventure Rentals, LLC next opening for business. Service to the Equipment or replacement of parts or accessories during the rental must have Camping Adventure Rentals, LLC prior approval. Renters must check and maintain all fluid levels.

4. Responsibility for Damage or Loss; Reporting to Police. Renters are responsible for all damage to, or loss or theft of, the Equipment, which includes the cost of repair, or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or Camping Adventure Rentals, LLC elect not to repair the Equipment, plus loss of use, diminished value of the Equipment caused by damage to it or repair of it, and Camping Adventure Rentals, LLC administrative expenses incurred processing the claim, whether or not Renters are at fault. Renters must report all accidents or incidents of theft and vandalism to Camping Adventure Rentals, LLC and the police as soon as Renters discover them.

5. Prohibited Uses. The following uses of the Equipment are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Equipment:

(a) by anyone who is not an Authorized Driver, or by anyone whose driving license is

suspended in any jurisdiction;

(b) by anyone under the influence of any drug or alcohol;

(c) by anyone who obtained the Equipment or extended the rental period by giving Camping Adventure Rentals, LLC false, fraudulent or misleading information, or who withheld information that would have caused Camping Adventure Rentals, LLC not to rent the Equipment;

(d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation;

(e) to carry persons or property for hire;

(f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, Exhibit B hereto, to teach anyone to drive, or to carry objects on the roof of the Equipment;

(g) in any race, speed test or contest;

(h) to carry dangerous or hazardous items or illegal materiel;

(i) for travel outside of the United States or Canada, specifically excluding travel into Mexico;

(j) when loaded beyond its capacity as determined by the manufacturer of the Equipment;

(k) on unpaved surfaces, except at designated campgrounds;

(l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment;

(m) to transport children without approved child safety seats as required by local law;

(n) when the odometer has been tampered with or disconnected;

(o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment;

(p) in a manner that causes damage to the Equipment due to inadequately secured cargo;

(q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and

(r) for anyone sitting, standing or lying on the roof of the Equipment.

6. Insurance. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, Camping Adventure Rentals, LLC as a third-party beneficiary, passengers, and the Equipment in the minimum amount of \$ \_\_\_\_\_ . Camping Adventure Rentals,

LLC own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, Camping Adventure Rentals, LLC shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and Camping Adventure Rentals, LLC reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by Camping Adventure Rentals, LLC, or Camping Adventure Rentals, LLC insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

7. Charges. In addition to the basic trip cost stated on Exhibit B hereto, Renters will pay Camping Adventure Rentals, LLC, or the appropriate government authorities, on demand all charges due Camping Adventure Rentals, LLC under this Agreement, including:

(a) time and mileage for the period Renters keep the Equipment, or a mileage charge based on Camping Adventure Rentals, LLC experience if the odometer is tampered with;

(b) charges for additional drivers;

(c) optional products and services Renters purchased;

(d) fuel throughout the trip, or if Renters return the Equipment with less fuel than when rented;

(e) applicable taxes;

(f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Equipment assessed against Camping Adventure Rentals, LLC or the Equipment;

(g) all costs, including pre- and post-judgment attorney fees, Camping Adventure Rentals, LLC incurs collecting payment from Renters or otherwise enforcing or defending Camping Adventure Rentals, LLC rights under this Agreement;

(h) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due;

(i) \$50, plus \$5/mile for every mile between the renting location and the place where the Equipment is returned, repossessed or abandoned, plus any additional recovery expenses Camping Adventure Rentals, LLC incur;

(j) \$50 or the maximum amount permitted by law, whichever is greater, if Renters pay Camping Adventure Rentals, LLC with a check returned unpaid for any reason; and

(k) a reasonable fee to clean the Equipment if returned substantially or materially less clean than when rented.

8. Deposit Camping Adventure Rentals, LLC may use Renters' deposit to pay all charges owed to Camping Adventure Rentals, LLC under this Agreement.

9. Renters' Property. Renters and Authorized Drivers release Camping Adventure Rentals, LLC, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Camping Adventure Rentals, LLC from all claims for loss of, or damage to, Renters' personal property or that of any other person, that Camping Adventure Rentals, LLC received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in Camping Adventure Rentals, LLC offices, unless the loss or damage was caused by Camping Adventure Rentals, LLC sole negligence or was otherwise Camping Adventure Rentals, LLC responsibility expressly-agreed in writing.

10. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Equipment and breaches of this Agreement. Renters and Authorized Drivers waive all recourse against Camping Adventure Rentals, LLC its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Camping Adventure Rentals, LLC for any criminal reports or prosecutions that Camping Adventure Rentals, LLC takes against Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' breach of this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that Camping Adventure Rentals, LLC has signed. If Renters wish to extend the rental period, Renters must return the Equipment to Camping Adventure Rentals, LLC rental office for inspection and written amendment by Camping Adventure Rentals, LLC of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and Camping Adventure Rentals, LLC. All prior representations and agreements between Renters, Authorized Drivers and Camping Adventure Rentals, LLC regarding this Agreement are void.

12. Waiver, Damages, Assignment. An express waiver in writing by Camping Adventure Rentals, LLC of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Camping Adventure Rentals, LLC' acceptance of payment from Renters or Camping Adventure Rentals, LLC failure, refusal or neglect to exercise any of Camping Adventure Rentals, LLC rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, Renters and Authorized Drivers release Camping Adventure Rentals, LLC, its agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by Camping Adventure Rentals, LLC from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

13. Trip Termination. The Trip shall terminate at the earlier of the end of the Trip described in Exhibit B, or at any time prior to the completion of the Trip by Camping Adventure

Rentals, LLC in its sole discretion with or without cause by giving cancellation notice orally or in writing to any Renter. The restrictions and obligations of all other paragraphs, particularly those relating to liabilities of this Agreement shall survive any expiration, termination or cancellation of the Trip and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

14. Headings. The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

15. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

16. Jurisdiction, Venue. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction in Franklin County, Ohio. The Renters and Authorized Drivers irrevocably consents to such jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

Camping Adventure Rentals, LLC By: _____ [name], [title] [date]_____	
Renter, Driver  _____ [print name]_____ [date]_____	Renter, Driver  _____ [print name]_____ [date]_____
Renter, Driver  _____ [print name]_____ [date]_____	Renter, Driver  _____ [print name]_____ [date]_____
Renter, Driver  _____ [print name]_____ [date]_____	Renter, Driver  _____ [print name]_____ [date]_____

Rental Agreement Terms and Conditions

Exhibit A: Renters and Authorized Drivers

Name: Renter Driver  
Driver's License  
Street Address: \_\_\_\_\_  
Telephone Number:

Name: Renter Driver  
Driver's License  
Street Address: \_\_\_\_\_  
Telephone Number:

Name: Renter Driver  
Driver's License  
Street Address: \_\_\_\_\_  
Telephone Number:

Name: Renter Driver  
Driver's License  
Street Address: \_\_\_\_\_  
Telephone Number:

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Telephone Number:

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Name: Renter Driver  
Driver's License  
Street Address: \_\_\_\_\_  
Telephone Number:

Name: Renter Driver  
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Telephone Number:

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Driver's License  
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Telephone Number:

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Exhibit B: Equipment, Trip Description, and Price

RV, Make and Model: \_\_\_\_\_

VIN: \_\_\_\_\_

Renters Insurance Information:

Name of insured as it appears on insurance policy \_\_\_\_\_

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

Effective Dates \_\_\_\_\_

Note that a copy of the renters insurance ID card or copy of a binder of coverage is also acceptable